

Draft for Alliance Leadership Board meeting 24th May 2019

North East Essex Health and Wellbeing Alliance Partnership Board – Terms of Reference

1. Purpose

- 1.1. The aim of the North East Essex Health & Wellbeing Alliance (NEE Alliance), is to transform the health and wellbeing of the population of North East Essex by creating a sustainable system of health and wellbeing services that meet the immediate and longer term needs of our population. This will be achieved through integrated commissioning and integrated delivery of health and wellbeing services.
- 1.2. The North East Essex Health & Wellbeing Alliance Partnership Board (NEE Partnership Board) has been established to provide strategic direction to the NEE Alliance to prioritise and oversee the NEE Alliance work programmes, to procure from the Parties suitable and sufficient resources to undertake those work programmes, to manage risks emerging in respect of those work programmes and to hold to account the System Executive Group for the performance of the NEE Alliance such that it achieves the Objectives set for it.
- 1.3. The Objectives agreed are to design, develop and agree the governance, operating and commercial model that enables relevant Parties to:
 - 1.3.1. Plan, source and provide high-quality integrated care services, with interventions delivered at the right time and at the optimum point of service.
 - 1.3.2. Establish and achieve ambitious, well defined goals, measurable in terms of health and wellbeing outcomes and in reductions in health inequalities.
 - 1.3.3. Spend no more than their aggregate budgets permit, year-on-year, and to use the funds made available in a way that delivers demonstrable value for money for taxpayers.
- 1.4. To make significant progress during 2019/20 with the four transformation programmes identified as being 1st order priorities in North East Essex.
- 1.5. To introduce and operate oversight arrangements whereby the ongoing performance of multi-lateral, integrated care initiatives across North East Essex can be overseen "in the round" as such initiatives are activated and operationalised.

2. Status and authority

- 2.1. The NEE Alliance is established by the Parties, who remain sovereign organisations, to provide a financial and governance framework for the development of collaborative working in health and wellbeing across North East Essex.
- 2.2. NEE Alliance is not a separate legal entity, and as such is unable to take decisions separately from the Parties or bind its Parties; nor can one or more Party "overrule" any other Party on any matter (although all Parties will be obliged to comply with the terms of the Memorandum of Understanding).
- 2.3. NEE Alliance intends to conduct its activities on a "best for service" basis. Parties understand that, from time to time, this may result in the NEE Alliance recommending changes to the disposition of health and wellbeing activities in North East Essex, or in the operating or commercial models that underpin these

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activities, and then requesting that Parties, as relevant, implement such changes.

- 2.4. The NEE Partnership Board will act as a forum for discussion of issues, including, in order to achieve the Objectives. Parties acknowledge and accept that the NEE Partnership Board is unable, in law, to bind any Party. It will function through engagement so that each Party makes a decision in respect of, and expresses its views about, each matter considered by the NEE Partnership Board.
- 2.5. Guided by the "best for service" principle, and supported by behaviours designed to maximise trust, honesty, transparency and mutual support, Parties acknowledge that decisions taken by the NEE Partnership Board will be the decisions of all NEE Alliance Parties, the mechanism for which shall be authority delegated by each Party to its representative on the NEE Partnership Board.
- 2.6. Each Party shall delegate to its representative on the NEE Partnership Board such authority as is agreed to be necessary in order for the NEE Partnership Board to function effectively in discharging the duties within these Terms of Reference.
- 2.7. Each Party shall ensure that its own organisation understands the status of the NEE Partnership Board, its decision-making capability and the extent (and limits) of the authority delegated to their representative on the NEE Partnership Board.

3. Responsibilities

3.1. The NEE Partnership Board will:

- 3.1.1. Determine and oversee the delivery of the NEE Alliance work programme during 2019/20, part of which will be to agree measurable performance outcomes/targets for the NEE Alliance such that it achieves the Objectives as detailed in Clause 1.3 above;
- 3.1.2. Consider and determine, prior to the start of the 2020/21 financial year, the annual programme of work and associated budget (including any provision for third-party resource that may be called upon);
- 3.1.3. Estimate the resources and associated costs required to undertake the NEE Alliance work programme and formulate and administer the budget associated with this work programme;
- 3.1.4. Source, appoint, allocate and manage collaborative resources and transformation funding in respect of different elements of the NEE Alliance's work programme, and, where appropriate, determining and taking (or procuring Parties to take) steps to strengthen performance or to rectify poor performance in respect of NEE Alliance work programmes;
- 3.1.5. Develop the system-level capability, capacity and associated management arrangements, to accept and effectively manage the capitation risk, and the associated reward, for achieving health and wellbeing outcomes determined by those with commissioning responsibility for the health and wellbeing of the population of North East Essex and agreed by the NEE Alliance;

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- 3.1.6. Determine the future governance apparatus and accountability arrangements to be introduced to oversee fully-operable ICS arrangements in North East Essex which will succeed arrangements that underpin the operation of this MoU;
- 3.1.7. Codify the legally-binding arrangements that relevant Parties will, within the next 12-24 months, enter into and by which they will collectively manage risks presenting across the North East Essex health and wellbeing economy and/or accept the risk and reward of achieving agreed health and wellbeing outcomes within the funding made available to the North East Essex health and wellbeing economy;
- 3.1.8. Formulate a Prospectus for a unified NEE Alliance, codified in a legally binding NEE Alliance Collaboration Agreement, with a view to securing sign up by all relevant Parties to that Collaboration Agreement by 31st March 2020;
- 3.1.9. Ensure that, as relevant, the NEE Alliance accounts to the Parties, to the Suffolk and North East Essex Integrated Care Services Board (ICS Board) and to the NEE Stakeholder Forum through whatever means are agreed by the NEE Partnership Board, the Parties and the ICS Board;
- 3.1.10. address any actual or potential conflicts of interests which arise for Parties, in accordance with a protocol to be agreed between the Parties (such protocol to be consistent with the Parties' own arrangements in respect of declaration and conflicts of interests, and compliant with relevant statutory duties);
- 3.1.11. oversee the implementation of, and ensure the Parties' compliance with, the Memorandum of Understanding;
- 3.1.12. review the governance arrangements for the NEE Alliance at least annually.

4. Accountability

- 4.1. The NEE Partnership Board is directly accountable to:
 - 4.1.1. the governing Boards (or equivalent) of the Parties; and
 - 4.1.2. Suffolk & North East Essex ICS Board.
- 4.2. The minutes of each NEE Partnership Board meeting will be sent to all Parties within 5 business days of that meeting taking place.
- 4.3. The minutes shall be accompanied by a Report on any matters which the Chair of the NEE Partnership Board considers to be material to Parties.
- 4.4. The NEE Partnership Board will be indirectly accountable to the NEE Alliance Stakeholder Forum. The Forum will meet twice-yearly at which the NEE Partnership Board will communicate progress the NEE Alliance 2019/20 work programme. The NEE Partnership Board will also receive advice and guidance on the nature, shape and pace of future NEE Alliance priorities.

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5. Membership and Quorum

5.1. The NEE Partnership Board will comprise the following:

Chair	Alliance Executive Lead	N/A
Statutory bodies	CCG (AO)	NEE CCG
	CCG (Chair)	NEE CCG
	County Council (adults)	ECC
	County Council (children)	ECC
	Borough Council	CBC
	District Council	TDC
Core providers	Primary Care	GPPC
	Primary Care (clinical)	Primary Care Network
	Community services	ACE
	Secondary care	ESNEFT
	Mental health	EPUT
	Voluntary sector (Tendring)	CVS Tendring
	Voluntary sector (Colchester)	Community 360
Independent director	Public voice	Healthwatch Essex
In attendance (non-voting)	Alliance Programme Director	N/A

5.2. Each Party above will nominate one representative to attend meetings of the NEE Partnership Board. Such representatives will be entitled to receive all agendas and papers circulated in advance of, or subsequent to, meetings of the NEE Partnership Board.

5.3. The NEE Partnership Board will be quorate if two-thirds of the Parties are present.

5.4. Where the nominated representative of a Party cannot attend a meeting, that Party can nominate a named deputy to attend. Parties acknowledge that deputies must be able to contribute and make decisions on behalf of the Party they are representing. Deputising arrangements must be agreed with the Chair of the NEE Partnership Board prior to the relevant meeting.

5.5. Where a Party is not represented at a meeting of the NEE Partnership Board and, being quorate, decisions are taken at that meeting and in accordance with Clause 7 of these Terms of Reference, Parties understand that all Parties, whether represented at the meeting or not, will be deemed to have taken such decisions.

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5.6. The Chair of the NEE Partnership Board during 2019/20 will be the Executive Lead of the NEE Alliance. A Deputy Chair will be appointed for 2019/20. The Deputy Chair will be *[insert name or job title and organisation]*.

5.7. Where the Chair is absent, the Deputy Chair shall take on the role of Chair.

6. Conduct of Business

6.1. Meetings of the NEE Partnership Board will be held monthly.

6.2. The agenda for each meeting of the NEE Partnership Board will be developed in discussion with the Chair. Circulation of the meeting agenda and papers, via email, to all Parties will take place one week before the meeting is scheduled to take place.

6.3. In the event a Party wants to add an item to the agenda, it must notify the Chair at least 3 business days in advance of the meeting. Parties acknowledge it will be for the Chair to determine whether such additional matters are included on the agenda of the forthcoming meeting, or are addressed at the following meeting.

6.4. At the discretion of the Chair, a decision may be made on any matter within these Terms of Reference through the written approval of every Party, following circulation to all Parties of appropriate papers and a written resolution. Such a decision shall be as valid as any taken at a quorate meeting, but shall be reported for information to, and shall be recorded in the minutes of, the next NEE Partnership Board meeting.

6.5. Each Party will retain their individual statutory and regulatory duties, and will, at all times, fully observe and comply with the ethical standards and values known as the *Seven Principles of Public Life* (the Nolan Principles), and in line with duties of Candour (2013 Francis Inquiry into Mid Staffordshire NHS Foundation Report):

- Selflessness;
- Integrity;
- Objectivity;
- Accountability;
- Openness;
- Honesty;
- Leadership.

7. Decision Making and Voting

7.1. The NEE Partnership Board will aim to achieve consensus amongst Parties for all decisions taken.

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- 7.2. Whilst acknowledging the collaborative nature of the NEE Alliance, and the desire to proceed consensually, Parties acknowledge that the failure to make decisions effectively and efficiently on NEE Alliance matters may undermine its ability to achieve its Objectives.
- 7.3. In taking decisions, the NEE Partnership Board will apply the following procedure:
 - 7.3.1. Any decision made must be taken at a meeting of the NEE Partnership Board that is quorate.
 - 7.3.2. Any decision made needs to have the support of a simple majority of those present, either in person or via dial-in facilities, at the relevant NEE Partnership Board meeting.
 - 7.3.3. Parties acknowledge that, notwithstanding that a Party was not present at a meeting of the NEE Partnership Board, or, being present, a Party failed to agree with a decision taken in accordance with these Terms of Reference at the meeting, all Parties will be deemed to have taken decisions made at the NEE Partnership Board, save either where that matter is a Reserved Matter or where a Party formally lodges its failure to agree to a decision with the Chair either at, or within 3 business days of, that meeting.
 - 7.3.4. Where, in respect of a proposal considered by the NEE Partnership Board that is a Reserved Matter, no consensus amongst the Parties is achieved, then the proposal shall not be agreed. Reserved Matters are:
 - 7.3.4.1. Requirements to contribute/pool specific resources/funding;
 - 7.3.4.2. Requirements to provide information that is outside the terms, and protections, of the Data Sharing Agreement to be established and agreed by the Parties pursuant to this MoU and/or which a Party judges either to contain personally identifiable information or information that is of a commercial in confidence nature
 - 7.3.5. Where, in respect of a matter that is not a Reserved Matter, and which falls within the competence of the NEE Partnership Board to determine, a Party (or Parties) fails to agree with a proposal that is either to be determined, or has been determined, by the NEE Partnership Board, and that Party (or Parties) has registered its failure to agree with the Chair of the NEE Partnership Board within 3 days of the relevant NEE Partnership Board meeting, the following provisions will apply:
 - 7.3.5.1. The Party (or Parties) failing to agree will register the matter on which it is failing to agree with the Chair of the NEE Alliance Partnership Board at the earliest practical opportunity, summarising the nature of the failure to agree.
 - 7.3.5.2. The Chair will convene a meeting of the NEE Partnership Board, including the Party (or Parties) to the failure to agree, to resolve proactively and timeously any failure to agree on a "Best for Service" basis.

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- 7.3.5.3. If, after this first meeting of the NEE Partnership Board, the failure to agree remains, then a second meeting of the NEE Partnership Board will take place (which can follow immediately after the first), but which will exclude the Party, or Parties, failing to agree. This second meeting will resolve the failure to agree on a "Best for Service" basis.
- 7.3.5.4. Once the failure to agree has been resolved by the NEE Partnership Board (by way, if necessary, of simple majority vote), it will advise the Party or Parties failing to agree of its decision. Any decision of the NEE Partnership Board will be final and binding on the Party or Parties failing to agree.
- 7.3.5.5. If the Party (or Parties) involved in the failure to agree do not accept the decision of the NEE Partnership Board, then the Party (or Parties) not accepting that decision may either conclude that the failure to agree need not be resolved, or that Party (or Parties) will exit the NEE Alliance, such exit to be governed by Clause 11 of the Memorandum of Understanding.

8. Review

- 8.1. These NEE Partnership Board Team Terms of Reference will be formally reviewed on or before the 1st April 2020.