

Risks and Opportunities:

Although the Union Board per se does not have autonomous decision making powers, rather its component parts do; subject to compliance with respective constitutions and the law, it is nevertheless prudent to ensure that the Union Board operates within clear terms of reference. To bring some generality to those terms would be pragmatic and beneficial so as to enable adaptive and flexible approaches to the local health and wellbeing agenda.

Not to have such a mandate may lead to criticism that the Union Board is operating beyond its remit.

Finance Implications:

There are no financial implications immediately arising out of the recommendations.

Legal Implications:

Other than clear principles of good governance (in adopting and regularly reviewing terms of reference) there are no legal implications that immediately arise out of the recommendations.

Quality Implications:

None

Engagement Implications:

Engagement has taken place between governance leads of respective partner organisations and the annexed terms of reference settled. The Executive Leadership Team has also been consulted. It is not envisaged that any wider engagement will take place.

Environmental and Climate Change Implications:

There are no Environmental or Climate Change implications arising from the decision sought.

Other Options Considered:

Do Nothing. This would prevent the Union Board operating on a wider Place based basis and restrict the Board's remit.

Supporting Papers:

Appendix One: Updated Terms of Reference (with tracked amends).

APPENDIX ONE

TERMS OF REFERENCE



TERMS OF REFERENCE FOR THE COMMITTEES IN COMMON ("*THE UNION BOARD*") GOVERNING:

1. INTEGRATED COMMISSIONING PURSUANT TO THE SECTION 75 AGREEMENT MADE BETWEEN NORTH EAST LINCOLNSHIRE CLINICAL COMMISSIONING GROUP ("THE CCG") AND NORTH EAST LINCOLNSHIRE COUNCIL ("THE COUNCIL") (TOGETHER "THE PARTNERS"); AND
- 4.2. [JOINT WORKING LEADING TO DEEPER INTEGRATION AROUND WIDER HEALTH AND WELLBEING ISSUES ON A PLACE BASIS.](#)

This document describes the role and working of the Union Board.

1. The Partners have developed integrated commissioning arrangements for section 75 services ("the s75 Services") as defined in the s75 Agreement.
2. The Partners establish committees in common made up of a committee of each of the Partners (so far as the CCG is concerned a -committee of its Governing Body and the Council a committee of Cabinet) to govern the strategic overview and development of the s75 Services pursuant to the s75 Agreement, s75 of the National Health Service Act 2006 and other enabling legislation. The Partners remain sovereign organisations which shall comply with the legal and regulatory obligations that apply to them.
3. The Partners have put in place aligned delegations to enable the empowerment of the Union Board representatives to deliver on their behalf the following functions. The delegations will be reviewed and amended from time to time to include additional or amended functions as are necessary to comply with the s75 Agreement and in particular variations to the Commissioning Plans [and to further the desire for fuller integration:](#)

- (i) Oversee, and provide strategic direction / leadership for the delivery of the s75 arrangements and the development, implementation and on-going operation of the s75 Services;
- (ii) Monitor and review the effectiveness of the arrangements and make recommendations to the Partners (e.g. in the event of any changes to legislation, developments in best practice or requirements imposed by or on the Partners);
- (iii) On an annual basis, undertake a review of delivery against three year rolling Business Plan and Critical Success Factors and provide the necessary approvals;
- (iv) Make recommendations to each of the Partners regarding budget and resources and no later than early December in each year submit these to the Partners for approval as part of the Business Plan and each Partner's budget setting process;
- (v) Agree the Financial Contributions to be included within the Commissioning Plans for each of the relevant financial years;
- (vi) Consider and agree redeployment, retention or apportionment of any projected or unplanned underspend in respect of a Pooled Fund;
- (vii) Receive the Quarterly Reports from the Pooled Fund Manager(s);
- (viii) Receive an annual report from the Partners by no later than 30th June in each year covering the progress and achievement of the Union's strategic objectives in the 12 month period ending on the preceding 31st March;
- (ix) Co-operate with and participate in Overview and Scrutiny exercises of the Partners into the activities of the Services and ensure that engagement and consultation obligations of the Partners are undertaken;
- (x) Review and ensure the operation and effectiveness of the Union arrangements and Agreement at least every two years and consider ways in which the arrangements can be developed and make recommendations to the Partners as appropriate;
- (xi) from time to time identify, develop and approve appropriate methodology to support further integration of the Partners so as to achieve the objectives of efficiency and value for money across the Partners;
- (xii) Unless provided for in these Terms of Reference, all other decisions arising from, or in connection with, the s75 Services shall be taken by each Partner in accordance with their existing decision making processes;
- (xiii) Receive notifications as regards "high" residual risks in relation to the delivery of the Commissioning Plans;
- (xiv) Receive notifications and assurances of actions taken to appropriately address complaints in relation to the operation of the s75 arrangements;:-
- (xv) To enable Partners to work jointly together, leading to a deeper and embedded integration, across all health and wellbeing issues on a Place basis so that the Union is as seamless as possible. This is with a view to enable Partners to jointly lead on all health and wellbeing related issues across North East Lincolnshire and beyond where appropriate.

4. Each Partner will include these Terms of Reference in its Constitution and hereby delegates each of its Members to take all decisions arising from them.
5. The Partners shall report into other governance groups of the CCG and the Council as appropriate.

RULES FOR CONDUCT OF MEETINGS AND PROCEEDINGS OF THE UNION BOARD

Preamble:

The Union Board shall follow all legislative and regulatory obligations imposed upon its composite members by virtue of:

- For North East Lincolnshire Clinical Commissioning Group: the National Health Service Act 2006;
- For North East Lincolnshire Council: the Local Government Act 1972 and the Local Government Act 2000;
- For both Partners: all enabling and subordinate statutory guidance and regulatory requirements including respective constitutions;
for the conduct, administration, management and publication of committee meetings with the following additional provisions applying:

1. Meeting Frequency

- 1.1 The Union Board shall meet at least every two months.
- 1.2 The Union Board can call other such meetings as they determine, and agree to hold special meetings.

2. Membership

- 2.1 Each Partner shall be represented on the Union Board by 4 individuals ("Members"). The individuals shall be drawn from the Council's Cabinet and the CCG's Governing Body and Members shall have the delegated authority set out herein.

3. Appointment of Chair and Vice Chair,

- 3.1 The Chair of the Union Board shall be agreed and appointed by the CCG Chief Clinical Officer, Council Leader and the Chair of the Audit Committees of the Council and CCG, for a period to be determined by them, and shall be drawn from the Membership of the Union Board as defined at paragraph 2.1.
- 3.2 The Chair shall be responsible for ensuring the management of conflicts of interest and disclosed interests of the Members at each meeting.
- 3.3 The Chair will alternate between the CCG and NELC
- 3.4 The Union Board shall appoint one of its Members to be Vice Chair of the Union Board. The period of office will be concurrent with that of the Chair, unless he or she resigns his or her office or ceases to be a Member.
- 3.5 The Vice Chair will not be from the same partner organisation as the Chair.
- 3.6 Arrangements for secretariat shall be determined by the Joint Chief Executive from time to time.

4. Casual Vacancies

- 4.1 On a casual vacancy occurring in the office of Chair or Vice Chair of the Union Board the vacancy shall be filled by the appointment by the Union Board of one of its Members at the next meeting and the person so appointed shall hold office until the date upon which the person in whose place he is appointed would regularly have retired.

5. Calling of Meetings

- 5.1 The Joint Chief Executive of the Partners shall invite the Members to such meetings as may:
 - 5.1.1 have been agreed in accordance with paragraph 1.2;

- 5.1.2 be called by the Chair of the Union Board or, if the office of Chair is vacant, the Vice Chair of the Union Board at any time; or
- 5.1.3 be requisitioned by either Partner giving notice in writing to the Joint Chief Executive of the Partners specifying the nature of the business to be transacted and signed by the Chief Operating Officers of either Partner.
- 5.2 Unless the persons giving notice requisitioning a meeting in accordance with paragraph 5.1 agree otherwise, any meeting consequent upon such a requisition shall so far as practicable be held within 10 working days of the date of the receipt of the requisition by the Joint Chief Executive of the Partners.
- 5.3 At least five clear working days before a meeting of the Union Board
 - 5.3.1 notice of the time and place of the intended meeting shall be published by both the CCG and the Council: and
 - 5.3.2 an invitation to attend the meeting, specifying the agenda for that meeting and signed by the Joint Chief Executive of the Partners shall be sent in writing (email permitted) to:
 - 5.3.2.1 every Member; and
 - 5.3.2.2 any officer invited to attend by the Joint Chief Executive of the Partners
- 5.4 The Joint Chief Executive will draw up the agenda in consultation with both the Chair and Vice Chair.
- 5.5 No business shall be transacted at a meeting requisitioned by virtue of paragraph 5.6 other than that specified in the agenda unless such business is at the discretion of the Chair deemed urgent business, the reasons for urgency to be stated and minuted

6. Nominated Officers to Attend

- 6.1 The Joint Chief Executive shall determine the attendance of officers from each Partner who shall be entitled to attend the meeting of the Union Board.

7. Quorum

- 7.1 The number of Members constituting a quorum shall be six, (which shall be made up of three Members of each Partner) and further provided that no item of business shall be transacted (save the immediate adjournment of a non-quorate meeting) at a meeting of the Union Board unless at least three members from each Partner is present and entitled to vote thereon.

8. Voting

- 8.1 For a decision to be taken it must be unanimously agreed by both Partners and in accordance with the delegated authority referred to in paragraph 3 above. Each Partner takes its decision by a majority vote of those of its committee members that are present and voting at the meeting at which the decision is taken.

8.1.1 The decisions of the CCG taken at the committees in common shall be binding upon the CCG by virtue of the delegated authority referred to in paragraph 3 above.

8.1.2 The decisions of the Council taken at the committees in common shall be binding upon the Cabinet by virtue of the delegated authority referred to in paragraph 3 above.

9.A Standards of Business Conduct/Conflict of Interest (CCG)

- 9.A.1 All Members must adhere to the CCG's Constitution and Standards of Business Conduct / Conflicts of Interest policies, together with NHS England statutory guidance on managing conflicts of interest.

- 9.A.2 Where a Member believes that he/she has a conflict of interest in relation to one or more agenda items, they must declare this at the beginning of the meeting wherever possible, and always in advance of the agenda item being discussed. It will be responsibility of the Chair of Board to decide how to manage the conflict and the appropriate course of action.
- 9.A.3 To further strengthen scrutiny and transparency of CCG's decision-making processes the CCG has an appointed Conflict of Interest Guardian. This role is undertaken by the CCG's Integrated Governance & Audit Chair.
- 9.A.4 Any interests that are declared at a meeting must be included on the CCG's Declaration of interest Register. Where this is not already the case, the individual with the conflict must ensure that the item is added to their declaration as soon as is practicable following the meeting

9.B Standards of Business Conduct/Conflict of Interest (Council)

- 9.B.1 All Members must adhere to the Council's Constitution and Members Code of Conduct.
- 9.B.2 Where a Member believes that he/she has a declarable interest in relation to one or more agenda items, he/she must declare this at the beginning of the meeting and always in advance of the agenda item being discussed.
- 9.B.3 Any interests that are declared at a meeting must be included on the Council's Register of interests if they are not already so included.