|  |  |
| --- | --- |
| **Report to:**  | Humber and North Yorkshire Integrated Care Board |
| **Date of Meeting:** | 12th March 2025 |
| **Subject:** | Establishment of Joint Committees between HNY ICB and Local Authorities |
| **Director Sponsor:** | Pete Thorpe, Executive Director of StrategyKarina Ellis, Executive Director of Corporate Affairs |
| **Author:** | Natalie Caphane, Assistant Director of System Planning and Improvement (York Place) |

|  |  |
| --- | --- |
| **Agenda Item No:**  | **10** |



|  |
| --- |
| **STATUS OF THE REPORT:**Approve [x]  Discuss [ ]  Assurance [ ]  Information [ ]  A Regulatory Requirement [ ]  |

|  |
| --- |
| **SUMMARY OF REPORT:** The approved Humber and North Yorkshire Place Framework identifies delegation to place-based health and care partnerships as key to sustainability of health and care systems, excellence, and prevention, by enabling development and delivery of services with local system partners. Recent national policy and guidance including the government's devolution white paper and NHS planning guidance for 2025-26 puts an increasing emphasis on local decision making, informed by the needs of local populations.**Five places – York, North Yorkshire, North Lincolnshire, Hull, and East Riding of Yorkshire – are seeking approval from the ICB board to establish a joint committee with supporting section 75 agreement from April 2025, with their respective Local Authority.** **North East Lincolnshire place already operate a joint committee between the ICB and North East Lincolnshire Council with an extensive Section 75 agreement in place, and therefore this is not included within this paper as no material changes are proposed for the 2025-2026 year.** The proposals relate to the provisions within the Health and Care Act 2022 to form a joint committee. All places have undertaken a process of engagement and development with members of their health and care partnership, and North Yorkshire Council plan to undertake a 28 day consultation in March 2025. The place partnerships have all supported the principle of formalisation of integration between health and local authority, which brings opportunity to enhance and develop integrated approaches, collectively understand how resources across the system are most effectively deployed, and to explore further joint commissioning and delivery models.The place partnerships recognise the scale of organisational change required at both ICB and Place levels to continue integration and transformation of health and social care. While the establishment of joint committees and section 75 agreements provide the legal and governance mechanisms, this is a step in a longer-term journey of partnership working, mutual accountability and integrated provision of services.The Section 75 agreements will incorporate the HNY Place Framework objectives. Schedules tailored to each Place set out the services and joint arrangements. Development within each place partnership has been led by Place Directors and Executive Place leads alongside local authority directors, with due diligence undertaken by place and local authority teams. The ICB's Executive Director of Strategy and Executive Director of Corporate Affairs have overseen development of the place joint committees, supported by ICB and local authority legal and governance functions, to ensure that they are robust, sustainable, balanced, compliant, and focused on the achievement of the long-term goals. A draft terms of reference for Joint Committees has been developed and is included in appendix 1. This provides a standard starting point for each place to tailor the terms of reference to reflect their local arrangements prior to establishment of the Joint Committees in April.**RECOMMENDATIONS:** Members are asked to:* Approve formation of a Joint Committee with the supporting and relevant Section agreement from April 2025 between the following –
	+ HNY ICB and City of York Council
	+ HNY ICB and North Yorkshire Council
	+ HNY ICB and North Lincolnshire Council
	+ HNY ICB and Hull City Council
	+ HNY ICB and East Riding of Yorkshire Council
* Delegate authority to the Executive Director of Strategy and Executive Director of Corporate Affairs with the Place Directors to finalise the Section 75 arrangements for 2025-26 with the following –
	+ HNY ICB and City of York Council
	+ HNY ICB and North Yorkshire Council
	+ HNY ICB and North Lincolnshire Council
	+ HNY ICB and Hull City Council
	+ HNY ICB and East Riding of Yorkshire Council
 |

|  |
| --- |
| **ICB STRATEGIC OBJECTIVE** |
|  |

|  |
| --- |
| Managing Today |[ ]
| Managing Tomorrow |[x]

|  |
| --- |
| Enabling the Effective Operation of the Organisation |[x]
| Voice at the Heart |[x]

|  |
| --- |
| **IMPLICATIONS**  |

|  |  |
| --- | --- |
| Finance | The section 75 agreements align ICB and Council funding to promote and enable integration and joint decision making.Most resource will be included on an aligned basis. Across the six places, approximately £1,1bn of ICB resource will be included in section 75 agreements, with circa £600m of local authority resource – totalling £1,7bn overseen by joint committees within Humber and North Yorkshire. This is in addition to resource already pooled through the Better Care Fund. |
| Quality | There are quality benefits from joint working across Health and Social Care, which include greater oversight of the care sector, improved risk management and quality of personal experience for example by having reduced transfer of care delays and better care closer to home.Place delegation and the establishment of a joint committee does not take away from organisational responsibilities and accountabilities for statutory duties. This will be stated in the S75 agreements. |
| HR | The joint committee and S75 arrangements support consideration of joint posts, which will require HR implications to be assessed on a case-by-case basis.The strategic direction of joint working and integration will require cultural change across staff groups. Staff may need differing levels of support and development throughout this process.Over time, as services are integrated this may have a positive impact on recruitment and retention. Improving outcomes and experience for service users is likely to improve job satisfaction for health and care staff, and integrated services may provide more opportunity for training, development, and progression. |
| Legal / Regulatory | The S75 is a legal agreement that will be entered into by the ICB and local authorities and will govern how the two parties will work together on integrated commissioning and delivery, aligning resources and decision making to maximise the premium of integration through place-based health and care partnerships. |
| Data Protection / IG | The proposal for a S75 agreement and joint committee supports the existing Data protection and Information Governance arrangements in place. However, any future proposals to align or integrate services and/or teams will need to be assessed for data protection and information governance on a case-by-case basis. |
| Health inequality / equality | Partners at place work together to reduce social and health inequalities and support the integration of services. They harness the collective leadership to lever the totality of resources that will address wider determinants of health.The ICB and local authorities will align resources, promote preventative care, and use targeted approaches to collaborating with communities to have the greatest positive impact over time on the population's health. |
| Conflict of Interest Aspects | The Joint Committees terms of reference will include arrangements for management of Conflicts of Interest. |
| Sustainability | Jointly planning health and care services will reduce the administration and management burden within providers and maximise resources and impact. Transferring responsibilities and resources and will enable decisions to be taken locally that strengthen early intervention, prevention, and community services to preserve limited hospital/specialist treatment capacity for those who need it. |

|  |
| --- |
| **ASSESSED RISK:** The proposed joint committees draw on learning from the agreement between the ICB and North East Lincolnshire Council. ICB and local authority legal and governance functions have overseen development of the Section 75 agreements and terms of reference.York, North Yorkshire, North Lincolnshire, Hull, and East Riding of Yorkshire Places will adopt similar governance and operational arrangements to mitigate risks relating to a deterioration in finance, performance, and the quality of services. |

|  |
| --- |
| **MONITORING AND ASSURANCE:** The development of the place partnership arrangements has been overseen by the ICB Executive Director for Strategy and the ICB Executive Director for Corporate Affairs. The ICB's place framework includes a requirement for an annual report for each place partnership to be produced and peer review activity between places.In addition, place partnerships will provide quarterly exception reports to the ICB board, based on the current assurance and escalation report provided by North East Lincolnshire joint committee. |

|  |
| --- |
| **ENGAGEMENT:** The development work has been undertaken in partnership with local authorities and with the support of the health and care providers as stakeholder partners. There has been significant engagement within the place-based health and care partnerships. The creation of joint committees between Local Authorities and the ICB is intended to improve services and experience of care and support in each area, and both these outcomes require co-design and engagement with our communities. This already happens as part of the ongoing dialogue between statutory and VCSE healthcare services and local people, which takes place through such mechanisms as the VCSE Network, patient involvement groups and Healthwatch.During March 2025 North Yorkshire Council is undertaking a 28 day public consultation on the S75 agreement for North Yorkshire Place. The specific matters in this paper have not yet been subject to public engagement by the other four place partnerships, as they relate to changes in our NHS and local government commissioning architecture. Engagement with the public on the benefits of integration between the NHS and social care more broadly has already taken place through the development of the Humber and North Yorkshire Health and Care Partnership Strategy and will continue through Humber and North Yorkshire engagement on the future of our NHS and wider health and care system.Places also intend for community engagement and co-production their local integration journey to happen extensively through local health and care partnership structure, on behalf of joint committees. These are attended by the VCSE, Healthwatch, elected members, as well as health and care provider leads. |

|  |
| --- |
| **REPORT EXEMPT FROM PUBLIC DISCLOSURE** No [x]  Yes [ ]  |
| If yes, please detail the specific grounds for exemption. |





**PLACE DELEGATION AND ESTABLISHMENT OF JOINT COMMITTEES (BETWEEN HUMBER and North Yorkshire ICB and LOCAL AUTHORITIES)**

1. **INTRODUCTION TO PLACE DELEGATION**
	1. The Humber and North Yorkshire Strategic Place Framework identifies delegation to place as key to sustainability of health and care systems, excellence, and prevention, by enabling development and delivery of services with local system partners, focused on local populations.
	2. In tandem, the operating model of the ICS is on the journey of maturity to an agile Integrated Care Board in a flourishing system of five collaboratives and six Places taking on greater delegated resources and accountability.
	3. Recent national policy and guidance including the government's devolution white paper and NHS planning guidance for 2025-26 puts an increasing emphasis on local decision making, informed by the needs of local populations.
	4. Each of the six places has developed their local approach to Place delegation and establishment of Place based joint committees with local authorities.
	5. In summary –
* **North East Lincolnshire** already operate a joint committee between the ICB and local authority, with a signed Section 75 agreement in place. Minor amendments to their arrangements from April 2025 have been agreed, and the specific detail is included in the latest NEL Joint Committee Highlight and Exception report.
* **York, North Yorkshire, North Lincolnshire, Hull and East Riding** are proposing establishment of a joint committee with the supporting and relevant Section 75 agreement for 2025/26 from April 2025.
1. **WHY ARE WE PROPOSING DELEGATION TO PLACE?**
	1. Within their local partnerships, Places have developed a set of ambitions they will achieve from developing joint commissioning arrangements. Consistent themes across the places are summarised as follows.
		1. There are things we can't do alone that we can do together, such as management of the care home market, supporting people receiving care ‘out of area’ back home, addressing the rise in dementia and frailty, ensuring our children and young people are supported to get the best start in life.
		2. Joint approaches lead to better joined up services for residents. This makes sense for where services are targeting similar populations, where there is benefit in multi-agency working, where interventions can become more person centred, and where an active focus on prevention can reduce costs to statutory services.
		3. Joint approaches will help us prepare for the challenges ahead, with increasing demand leading to growing pressure on our system finances and workforce.
		4. Taking decisions together will help avoid costly decisions that do not take account of interdependencies between health care services, the wider determinants of health, health inequalities faced by our population, and the longer-term benefits of supporting the health and wellbeing of our Children and Young people.
2. **WHY ARE WE PROPOSING THIS NOW?**
	1. Integrated working is a key component of the ICB’s Integrated Strategy for Wellbeing, Health and Care. Joint Commissioning is identified as an enabler to accelerate delivery of local shared objectives including integration, prevention, and social and economic development.
	2. By formalising integrated working at place, the integrated care system is putting in place the governance mechanisms that will enable place partnerships to transform local services to deliver significant elements of the forthcoming 10-year plan for health, including the signalled shifts from acute to community services, from sickness to prevention and from analogue to digital.
	3. In addition, the HNY Place Framework identifies the pivotal role of Place-based health and care partners acting as one and leading for excellence, prevention, and sustainability. The framework describes how Places will operate to drive our aim of narrowing the gap in health inequalities and increasing healthy life expectancy and the ambitions of enabling equity, improving outcomes and experience of services across the life course.
	4. It is evident across all six places that the Place partnerships share a commitment to working together to improve health and care services for their populations, and a clear ambition to integrate and transform services.
	5. The Place partnerships recognise the scale of organisational change required at both ICB and Place levels to continue integration and transformation of health and social care. While the establishment of joint committees and section 75 agreements provide the legal and governance mechanisms, this is a step in a longer-term journey towards partnership working and integrated provision of services.
3. **ASSESSMENT – JOINT COMMITTEES AND SECTION 75 ARRANGEMENTS**
	1. Section 75 agreements enable NHS statutory bodies and LAs to collaborate across a range of LA health-related functions and NHS health functions. This includes creating a joint committee to manage the arrangement and make decisions and recommendations in a collaborative way.
	2. Places intend to preserve the foundation of the Place partnerships that have been built over time. The place partnerships have each confirmed their preferred model and have been supported by ICB and local authority governance functions to establish governance arrangements.
		1. York, East Riding and North Yorkshire will operate a health and care partnership committee, which incorporates the function of the s75 joint committee and the Health and Care Partnership within one forum and will manage the relevant conflicts of interest where appropriate.
		2. North Lincolnshire and Hull will operate a health and care partnership committee which will be run as a two-part meeting – Part 1 will undertake the function of the s75 joint committee and Part 2 will undertake the function of the Health and Care Partnership.
	3. Places are focused on establishing supporting infrastructure and delegation arrangements - governance, aligned decision making, joint posts - to operate from 1 April 2025, but recognise that they cannot do everything all at once through the new arrangements. Each place has considered its future ambition, growing the scope of joint arrangements over time.
	4. To allow for consistency across the ICB and the need for local difference, a standard Section 75 agreement has been developed, which will be the base for each place, the schedules that support the section 75 agreement will be tailored as appropriate to capture the nuances of the individual Place partnership.
	5. The proposals for a joint committees focus predominantly on aligned budgets for 2025-26. Aligned budgets are where each organisation identifies its health and care resource allocations, enabling:
* transparency of total resource,
* joint consideration by partner organisation(s) of how best to maximise impact of approaches,
* complete accountability and responsibility to rest with the originating organisation.
	1. The proposals include some small specific pooled budgets. Pooled budgets create a single fund that is set out in a Section 75 agreement and owned by the Joint Committee for enabling:
* specified health and social care outcomes
* closer collaboration that reduces duplication and maximises resources
* innovation by greater flexibility and faster decision making
* shared risk and value.
	1. Each place partnership has prioritised proposed services for joint working within their Section 75 agreement, which offer the greatest benefit to place populations. Although there will be a level of consistency across these proposals, it is recognised that there will also be differences due to local circumstances and individual place priorities.
	2. Based on indicative sums from previous years resource allocation it is expected that the financial contribution will be in the region of £1.1bn from the ICB and £0.6bn from the collective Local Authorities, totalling £1.7bn. This will be aligned within section 75 agreements. The values are in addition to resource already pooled through the Better Care Fund. The most significant areas of resource included are community health services, community mental health services, continuing health care and adult social care, primary care, children's services, and public health.
	3. Each of the place partnerships will develop precise values for both Local Authority and ICB contributions in the coming weeks, ensuring figures account for recent developments and are based on an agreed set of assumptions that are consistent across places. These include, but are not limited to, assumptions relating to budget versus outturn figures and services / resource that are influenceable (‘influenceable spend’). For example, core primary care resource is largely a consequence of national contracting and therefore there is little material influence that an ICB or other partners will have over how this is used. Similarly, acute and specialist mental health spend will likely be assumed to be excluded due to several reasons e.g. proposal for specialist mental health spend to be delegated to the Contractual Joint Venture arrangements.
	4. Each place will also develop their individual delivery plans in line with its partnership objectives. The delivery plan will outline the partnership priorities for 2025-26 and how it intends to deliver these, articulating the integration and transformation work that each partnership will undertake in relation to the areas that are aligned through the Section 75 agreement, and how this aligns with the partnership's strategic priorities.
	5. Local authority approval for the establishment of joint committees and section 75 agreements are as follows –
		1. City of York Council and North Lincolnshire Council have approved in principle and formally delegated final approval to officers.
		2. North Yorkshire Council will seek approval from its Executive on 15 April 2025, following a 28 day consultation period.
		3. East Riding Council will seek approval from its Cabinet in March to set up the joint committee and to delegate authority for final approval of the Section 75 agreement.
		4. Hull City Council approved Hull Health and Care Partnership as a joint committee in March 2023.
1. **RECOMMENDATIONS**

Members are asked to:

* Approve formation of a Joint Committee with the supporting and relevant Section 75 agreement from April 2025 between the following –
	+ HNY ICB and City of York Council
	+ HNY ICB and North Yorkshire Council
	+ HNY ICB and North Lincolnshire Council
	+ HNY ICB and Hull City Council
	+ HNY ICB and East Riding of Yorkshire Council
* Delegate authority to the Executive Director of Strategy and Executive Director of Corporate Affairs with the Place Directors to finalise the Section 75 arrangements for 2025-26 with the following –
	+ HNY ICB and City of York Council
	+ HNY ICB and North Yorkshire Council
	+ HNY ICB and North Lincolnshire Council
	+ HNY ICB and Hull City Council
	+ HNY ICB and East Riding of Yorkshire Council

**APPENDIX 1**

**JOINT COMMITTEE TEMPLATE TERMS OF REFERENCE**

**[Insert Committee / Group Name]**

**Terms of Reference**

**(PURSUANT TO THE SECTION 75 AGREEMENT MADE BETWEEN XXXX AND HUMBER AND NORTH YORKSHIRE INTEGRATED CARE BOARD)**

|  |  |
| --- | --- |
| **Terms of Reference:** | **[Insert Committee**  |
| **Authorship:** | **[Insert Executive(s) Lead Name (s)]** |
| **Board / Committee Responsible for Ratifying:** | **[Insert ratifying body]** |
| **Agreed Date:** | **[Month and year agreed by the Committee / Group]** |
| **Approved Date:** | **[Month and year approved by ratifying body]** |
| **Review Date:** | **[Month and year document will be reviewed]** |
| **Version Number:** | **xx** |
| **The online version is the only version that is maintained. Any printed copies should, therefore, be viewed as ‘uncontrolled’ and as such may not necessarily contain the latest updates and amendments.** |

If any part of these Terms of Reference conflict with Law, these shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

1. **Background**

The Partners have developed commissioning arrangements for the Section 75 ("s75") Services as defined in the Agreement.

The s75 Joint Committee is a meeting between Humber and North Yorkshire ICB ("the ICB") and *[LA]*. The Joint Committee is designed to ensure delivery of outcomes as set out in the section 75 agreement ("Agreement") and will collaborate to work towards the intentions as set out at *[relevant clauses/schedule(s)]* of the Agreement.

Partners shall comply with the framework for making decisions as set out in the Agreement at *[clause/paragraph]*.

The s75 Joint Committee will operate alongside [insert place partnership name]. The S75 joint committee and the place partnership will meet in one forum to be known as [insert overarching committee name].

This document shall set out the roles, responsibilities, and workings of the Joint Committee.

1. **Governance**

These Terms of Reference shall commence on the date of approval of each of the Partners’ respective Cabinet and Board. They will be subject to an annual review by the Joint Committee to ensure it remains consistent with the evolving requirements, of any changes to legislation, developments in best practice or requirements imposed by or on the Partners) in relation to the s75 arrangements; and will be published by the Partners on their websites.

1. **Roles and Responsibilities of the Joint Committee**

The role of the Joint Committee is:

* Delivery of the Health and Wellbeing Strategy for [place] and contribution to delivery of the Integrated Care Strategy for HNY in response to the Joint Strategic Needs Assessments for [place] residents – aligning national and local agendas to establish priorities for the local population.
* Making joint decisions, recommendations and plans regarding budgets and functions included in the Section 75 agreement.
* Act as the authorising environment for joint and aligned system leadership for [place] – ensuring peer accountability for the charter of behaviours and delivery of objectives.
* Ensuring capability, skills, capacity and supporting infrastructure are in place to deliver objectives.

The objectives of the place partnership are included in schedule XX.

The Joint Committee will provide a quarterly assurance and escalation report to the ICB Board and to the [insert local authority monitoring arrangements].

1. **Chair, Membership and Attendance**

**Chair and Vice Chair**

The Joint Committee will appoint one member as Chair which shall be reviewed annually.

The Joint Committee will appoint one member as Vice Chair which shall be reviewed annually and be concurrent with the role of the Chair of the Joint Committee.

The role of Chair and Vice Chair shall not be fulfilled by members drawn from the same Partner organisation at the same time. Should the Chair be unable to attend, then the role of the Chair shall be fulfilled by the Vice Chair, and they shall be referred to as the Chair for the purposes of that attendance.

The Chair shall be responsible for approving the agenda and ensuring that discussions progress the objectives as set out in these Terms of Reference. A forward plan will be developed to support the setting of the agenda.

The Partners have agreed that the chair of the Joint Committee shall be the xxx which shall be reviewed annually.

The Partners have agreed that the xxxx will deputise as chair of the Joint Committee meetings which shall be reviewed annually.

**Membership**

Each Partner will have xxx members to be in attendance at the meetings of the Joint Committee.

The resignation of a Member from their role with a Partner shall require resignation from the Joint Committee and replacement of that Member with another Member in accordance with the above paragraph prior to the next meeting.

Each partner will be permitted to have a nominated deputy from their partner organisation. This Deputy will have the same rights and responsibilities as the Member.

The membership of the Joint Committee shall comprise of:

***[SET OUT MEMBERSHIP]***:

**Attendees**

The S75 Joint Committee will be operated alongside [insert place partnership name]. The S75 joint committee and the place partnership will meet in one forum to be known as [insert overarching committee name].

Representatives of the partnership that are not members of the S75 joint committee will be attendees of the executive committee. They will not be voting members of the committee and therefore do not make decisions but will be able to contribute to the forming of recommendations by the committee.

*[Delete one or both of the following paragraphs depending on local arrangements]*

The meeting of [insert overarching committee name] will be divided into Part 1 which will run as the S75 Joint Committee and Part 2 which will run as [insert place partnership name] in order to manage conflicts of interest. The chair will be responsible for the final decision on whether agenda items are covered in Part 1 or Part 2.

By exception, on occasions where the presence of the wider Health and Care Partnership would cause conflicts of interest that cannot be reasonably managed within the [insert overarching committee name] single forum, the meeting will be divided into Part 1 which will run as the S75 Joint Committee and Part 2 which will run as [insert place partnership name]. However, [insert place partnership name] are committed to transparency of decision making therefore whenever possible will make decisions and recommendations within the [insert overarching committee name] forum.

The joint committee / place partnership may have regard to the impact of its work on the Partners (outside of the s75 Agreement), the wider Humber and North Yorkshire Health and Care Partnership parties and other partners and potential partners outside of partnership (together, "stakeholders") and the work of those stakeholders on the partnership arrangements.

It may consider involving stakeholders in specific items of business to be considered at Joint Committee / [insert overarching committee name] meetings. The Committee may invite any person to attend and participate in discussion at the Committee meetings but shall not participate in any decision-making.

The Partners will ensure that, except for urgent or unavoidable reasons, their respective Members (or their Nominated Deputies) attend and fully participate in the meetings of the Joint Committee.

1. **Meeting Frequency, Quoracy and Decisions**

**Frequency**

The Joint Committee will meet no less than [xx] times per year, Additional meetings may take place as required.

To be deemed in attendance, Members must be in attendance in person or virtually, and only votes cast in that forum by those deemed in attendance shall be counted towards the quorum.

**Quorum**

The S75 Joint Committee will be quorate when at least each of the Partners are equally represented by Members, or their Nominated Deputies in numbers by a minimum of [X] per Partner. No decision may be taken, nor recommendation be made at any Joint Committee meeting unless it is quorate.

Nominated Deputies in attendance count towards the quorum.

No person can act in more than one capacity when determining the quorum.

If any member of the Joint Committee has been disqualified from participating in an item on the agenda, by reason of a declaration of conflict of interest, then that individual shall no longer count towards the quorum.

If the quorum has not been reached, then the meeting may proceed if those attending agree, but no decisions may be taken, nor may any recommendation be made.

**Decision Making and Voting (*delete if not applicable*)**

The Joint Committee must comply with the framework for making decisions as set out at Clause xx of the s75 Agreement and have regard to the matters specified in this paragraph.

The Joint Committee will seek to make decisions on a consensus basis. In cases where consensus cannot be reached, the Chair may call a vote.

Voting: A vote will be taken, with each partner member or their nominated deputy will have one vote. The decision will be based on the majority vote. If a majority is not achieved, the decision doesn’t pass, and dispute resolution may need to be considered.

Any decisions taken will be recorded in the minutes of the meeting.

If a decision is needed which cannot wait for the next scheduled meeting, the Chair may conduct business on a ‘virtual’ basis through the use of telephone, email or other electronic communication.

**Recommendations**

Members who have organisational responsibility through delegation for Partner functions, will retain decision making responsibility for those functions. In these cases, the Joint Committee can make recommendations only.

The committee can make recommendations to partners on matters that are relevant to the partnership's objectives. However, recommendations are not binding on the accountable partner organisation. Recommendations will be made through consensus following discussion with contribution from members and attendees. Voting arrangements do not apply to recommendations made by the committee. If a consensus recommendation cannot be reached, the accountable partner organisation will ensure that it gives due regard to the contributions of the committee.

1. **Behaviours and Conduct**

Partners commit to behave consistently as leaders and colleagues in ways which model and promote our shared values and have aligned these to the Nolan Principles which define the standards of conduct expected by a person or people in public office.

The place partnership's agreed charter of behaviours are included in schedule XX.

**Equality and diversity**

Members must demonstrably consider the equality and diversity implications of decisions they make.

1. **Accountability and Reporting**

The Joint Committee is accountable to each of the Partners’ respective Cabinet and Board. An annual report will be prepared and shared with the respective Cabinet and Board of each of the Partners (and any other statutory or other committees as notified by that Partner).

The minutes of the meetings shall be formally recorded by the secretariat and the Chair /Deputy will ensure these are shared to be included in each of the Partners’ respective Cabinet and Board meetings and shall draw to the attention any issues that require disclosure or require action.

**Sub-Groups of the Joint Committee**

The Joint Committee may develop sub-groups as appropriate to support the discharge of its functions. The Joint Committee retains responsibility and accountability for the work of any appointed sub-groups.

To provide a consistent approach in receiving assurance back to the Joint Committee, all groups accountable to the Joint Committee will complete a standardised form that will include key messages and shall draw the attention of any issues that require disclosure or require action. These forms will be managed by the secretariat and submitted to the Joint Committee following each meeting.

**Sub-Groups of the Joint Committee**

* [Insert a list of sub-groups or delete as appropriate]
* [Add additional bullet points as required]
1. **Secretariat and Administration**

The Joint Committee shall be supported with a secretariat function provided by xxx which will include ensuring that:

* The agenda and papers are prepared by the secretariat and distributed no less than 5 working days ahead of each meeting, having been agreed by the Chair in consultation with the Deputy Chair. By exception, and only with the agreement of the Chair or Deputy Chair, acting reasonably, amendments to papers may be tabled before the meeting.
* No matters shall be considered which are not included in the agenda for the meeting, unless this is agreed by the Chair and the Deputy Chair and the reasons for the urgency are minuted.
* At least 10 clear working days prior to a meeting of the Joint Committee
	+ notice of the time and place of the intended meeting shall be published by the Partners; and
	+ an invitation to attend the meeting shall be sent by email to each Joint Committee Member and any other stakeholders.
* The draft minutes of each meeting will be circulated promptly to all Members as soon as reasonably practical and no later than 10 working days after the meeting. The Chair will be responsible for approving the draft minutes before circulation.
* Attendance of those invited to each meeting is monitored by the secretariat. Those that do not meet a minimum of 75% attendance in a 12-month period are highlighted to the Chair.
* Good quality minutes shall be taken and agreed with the Chair and a record of matters arising, action points and issues to be carried forward shall be maintained by the secretariat.
* Action points are taken forward between meetings and progress against those actions is monitored.
* The secretariat is responsible for ensuring that the annual programme of business is regularly updated according to the Joint Committees objectives and associated risks.
* Records of members’ appointments and renewal dates and the Joint Committee is prompted to renew membership and identify new members where necessary.
* The Chair is supported to prepare and deliver reports to the Board.
1. **Virtual Meetings / Recording of Meetings**

Before starting a recording, the Chair is legally required to inform attendees if the meeting is being recorded and that the purpose of the recording is as an administrative tool to support the provision of clear and accurate minutes.

The recording is only retained for the period of drafting the minutes and then subsequently deleted from all systems.

No person admitted to a meeting of the [Joint Committee / Group *– delete as appropriate*], will be permitted to record the proceedings in any manner without written approval from the Chair.

1. **Conflicts, Potential Conflicts and Declarations of Interest**

In advance of any meeting of the Joint Committee, consideration will be given as to whether conflicts of interest are likely to arise in relation to any agenda item and how they should be managed.

Where the Chair or a member, or attendee, of the Joint Committee believes that they have any actual or perceived conflicts 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. If the existence of an interest becomes apparent during a meeting, then this must be declared at the point at which it arises.

It will be responsibility of the Chair to decide how to manage the conflict and the appropriate course of action.

Any interests which are declared at a meeting must be recorded within the minutes of the meeting. Individuals must ensure that they comply with both the ICB’s and their employing organisation’s policies / professional codes of conduct with regard to the recording of declarations

1. **Freedom of Information Act 2000**

The minutes and papers of this Committee are considered public documents, except where matters are specifically deemed to be unsuitable for publication. This will usually be due to draft work in progress, issues of confidentiality, or commercial sensitivity.

1. **Review**

The Joint Committee will review its effectiveness at least annually.

These terms of reference will be reviewed at least annually and more frequently if required. Any proposed amendments to the terms of reference will be submitted to the each of the Partners’ respective Cabinet and Board for approval.

**END**