

INTEGRATION FINANCE AND PERFORMANCE GROUP

REVISED TERMS OF REFERENCE – MAY 2018

Partnership Board

The membership of the Partnership Board will be as follows:

the Chief Finance Officer for the time being of NHS East Leicestershire and Rutland Clinical Commissioning Group;

or a deputy to be notified to the Partners in advance of any meeting;

the Chief Commissioning and Performance Officer (or equivalent) of NHS East Leicestershire and Rutland Clinical Commissioning Group:

or deputy to be notified to the Partners in advance of any meeting;

the Chief Finance Officer for the time being of NHS West Leicestershire Clinical Commissioning Group;

or a deputy to be notified to the Partners in advance of any meeting;

the Head of Service Integration and Delivery (or equivalent) of NHS West Leicestershire Clinical Commissioning Group;

or deputy to be notified to the Partners in advance of any meeting;

the Section 151 Officer for the time being of the Council:

or a deputy to be notified to the Partners in advance of any meeting;

the Assistant Director for Strategy and Commissioning (adults and communities) of Leicestershire County Council;

or a deputy to be notified to the Partners in advance of any meeting;

At the first meeting of the Partnership Board the members will elect from their number, by unanimous agreement, a Chairperson. Thereafter, there will be a re-election at the next meeting following each anniversary of the first meeting of the Partnership Board. The Chairperson may vote but will not have a casting vote.

To distinguish between the role of the Partnership Board and other health and social care integration groups, the Partnership Board will be more commonly referred to as the Integration Finance and Performance Group.

Role of Partnership Board

The Partnership Board shall:

Receive financial and activity information regarding the performance of the Individual Schemes in the Better Care Fund Plan on a quarterly basis or at a frequency otherwise agreed between the Partners, and shall take decisions on the delivery of the Individual Schemes based on that information, provided that, no decision shall be taken or acted

upon without prior consultation with the Integration Executive where such decision could have an impact on the delivery of the health and care integration programme as set out in the Better Care Fund Plan.

Receive financial, performance and activity information regarding the joint commissioning areas within the plan on a quarterly basis, or at a frequency otherwise agreed between the Partners.

Receive financial and activity information regarding the Learning Disabilities Pooled budget on a quarterly basis, or at a frequency otherwise agreed between the Partners.

Receive financial and activity information regarding the Menorrhagia Services budget on a quarterly basis, or at a frequency otherwise agreed between the Partners.

Review the operation of Agreements under Section 75 of the NHS Act 2006 under the remit of the Partnership Board (such Agreements being listed at Schedule 1 to this Part) and make variations where appropriate, subject to any implications that would have an impact on the health and care integration programme being reported to the Integration Executive;

Review and agree at least annually a financial risk assessment in relation to services operated under a section 75 agreement and submit a report to the Integration Executive;

Agree such protocols and guidance as it may consider necessary in order to enable each Pooled Fund Manager to approve expenditure from a Pooled Fund;

Receive reports from and consider any recommendations from the Integration Executive.

Oversee the joint commissioning priorities as set out by the Integration Executive.

Accountability

The Partnership Board shall operate within the lines of accountability set out in Part 2 of Schedule 2 of this Agreement.

Partnership Board Support

The Partnership Board will be supported by officers from the Partners' organisations, as may be agreed by the Partners from time to time.

Meetings

The Partnership Board will meet eight times each year at a time to be agreed by the Partners.

The quorum for meetings of the Partnership Board shall be a minimum of one representative from each of the Partner organisations.

Decisions of the Partnership Board shall be made unanimously. Where unanimity is not reached then the item in question will in the first instance be referred to the next meeting of the Partnership Board. If no unanimity is reached on the second occasion it is discussed then the matter shall be escalated to the Authorised Officers. If no agreement can be reached following escalation to the Authorised Officers, any Partner may invoke the Dispute Resolution procedure of the relevant section 75 Agreement.

A meeting of the Partnership Board cannot take place unless it is quorate. In the event of inquoracy the Partners shall procure that the meeting will be re-convened within one month of the date of the inquoracy.

Minutes of all decisions shall be kept by the Chairperson and copied to the Authorised Officers within seven (7)] days of every meeting.

Delegated Authority

Each member of the Partnership Board will have delegated authority from his/her Partner, through that Partner's own governance structure and schemes of delegation, to take decisions relating to the management of the Individual Schemes and Pooled Fund. These include, but are not limited to, determining commitments which exceed or are reasonably likely to result in an Overspend provided that the members of the Partnership Board can only authorise commitments in accordance with the risk sharing arrangements set out in the relevant Agreement.

Information and Reports

The Pooled Fund Manager shall supply to the Partnership Board on a quarterly basis with the financial and activity information required under the Agreement in relation to the operation of the Individual Schemes and the Pooled Fund.

Post-termination

The Partnership Board shall unless otherwise agreed by the Partners in writing continue to operate in accordance with this Schedule following any termination of this Agreement but shall endeavour to ensure that the benefits of any Service Contracts are received by the Partners in the same proportions as their respective contributions at the date of termination.

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