



TERMS OF REFERENCE

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| NAME OF GROUP | SOUTH YORKSHIRE INTEGRATED CARE BOARD(SYICB)/ SHEFFIELD CITY COUNCIL (SCC) EXECUTIVE STRATEGIC GROUP (ESG) |
| TYPE OF GROUP | The SYICB/SCC Executive Strategic Meeting is based on a joint working group structure between NHS SY ICB and Sheffield City Council as set out in the 'Partnership Agreement Relating to the Commissioning of Health and Social Care Services' (Section 75 Agreement) |

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| 1 | <p>Purpose of the Group</p> <p>The SYICB/SCC Executive Strategic Meeting is responsible for the development of commissioning strategies within the overall direction set by the Health and Wellbeing Board. It is also responsible for the implementation of agreed commissioning strategies, oversight of service contracts and other matters detailed below in section 2.</p> <p>The functions of the Group are undertaken in the context of increasing quality, efficiency, productivity and value for money and removing administrative barriers.</p> <p>A number of the responsibilities of the Group are to satisfy requirements within the Section 75 Agreement.</p> |
| 2 | <p>Responsibilities of the Group</p> <p>The SYICB/SCC Executive Strategic Meeting shall:</p> <ul style="list-style-type: none"> • Agree the commissioners' strategic direction in terms of the development of a Health and Care Partnership, the Sheffield Place Based Plan and a financial plan for Sheffield; • Review and approve business cases for areas of service integration and transformation which ensure that Sheffield City Council and SY ICB work towards a sustainable health and well being system; • Monitor and review progress of the approved business cases throughout the year and ensure that actions to recover any slippage against the agreed Better Care Fund (BCF) objectives are enacted promptly, with sufficient impact to recover the position; • Provide strategic direction to the Individual Schemes, and agree corrective action where performance deviates from plan; • Review the operation of the Agreement and the management of the Individual Schemes where appropriate; • Agree such changes to the Agreement as are within scope of its members' delegated authority provided that any material changes to this Agreement, including changes to any Individual Scheme, shall be referred in advance to each Partner organisation for consultation and approval in accordance with its own standing orders/constitutional document and schemes of delegation; |

- Oversee delivery of the programme of work established to achieve the aims of the Pooled Fund, as set out in the Section 75 (s75) Agreement, receiving regular reports from the Deputy Director for Planning and Joint Commissioning on the projects and making decisions where those cannot be made by the Deputy Director for Planning and Joint Commissioning or Executive Sponsors;
- Provide reports to the partner organisations, the Health and Wellbeing Board and any other body as required by the partners;
- Provide evidence base when feeding back to statutory regulators, eg; CQC, OFSTED, SEND, etc;
- Draft and agree proposals for the new Individual Scheme(s) to be commissioned in each financial year for reference to each partner organisation for approval in advance of its annual budget approval (ensuring that such proposals meet each Partner organisation's requirements in terms of content and relevant matters for consideration);
- Agree and draft proposals for indicative financial contributions to any Pooled Fund for each financial year in relation to both new and existing Individual Schemes for reference to each Partner organisation for approval in advance of its annual budget approval (ensuring that such proposals meet each Partner organisation's requirements in terms of content and relevant matters for consideration);
- Determine the non-financial contributions (including the management cost), to any Individual Scheme as set out in Clause 12 of the Agreement;
- Oversee the implementation of the commissioning/procurement of any contract for the provision of services under an approved Individual Scheme;
- Authorise a Lead Commissioner/Coordinating Commissioner to enter into any contract for services necessary for the provision of Services under an Individual Scheme;
- Authorise adjustments to any Pooled Fund;
- Receive monitoring reports from the Senior Finance Manager (financial and operational) at least quarterly on the performance of each scheme against the key indicators and budget;
- Request such protocols and guidance as considered necessary in order to enable the Director's of Finance (SCC/ICB) to approve expenditure from a Pooled Fund;
- Report to each of the Partners promptly and, where possible, in advance, where expenditure on an Individual Scheme will exceed, or is reasonably likely to lead to exceeding, the aggregate contributions of the Partners to the relevant Pooled Fund;
- Consider identified overspends, underspends and other risks (actual or potential) and propose appropriate action in accordance with clause [13] of the Agreement, Schedule 3 and any applicable provisions of a relevant Scheme Specification;
- Ensure arrangements are in place and clearly communicated with regard to the management of conflicts of interest and that any conflicts identified are managed accordingly;
- Conflicts of Interest. The Group will review decision making processes and scrutinise the governance arrangements where actual or potential conflicts of interest arise. All interests will be declared in advance of agenda items, and will be managed openly and transparently in accordance with the *NHS South Yorkshire Integrated Care Board Policy for Managing Conflicts of Interest July 2022* which is issued under section 14Z30 of the National Health Service Act 2006 (as amended by the Health and Social Care Act 2012) and sets out the minimum requirements for CCGs in terms of managing conflicts of interest. For the avoidance of doubt, unless or until a joint policy on declarations of interest is developed, all members of the Executive Management Group will follow the above guidance;
- Be responsible for any communication regarding the Agreement;

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| | <ul style="list-style-type: none"> Review the work of other groups whose work can provide relevant assurance to the meetings own scope of work; Develop a set of commissioning and planning intentions that will be translated into practice through the individual organisational contract negotiation processes. Ensuring a clear steer is provided for the contract round delivering against jointly owned health and wellbeing outcomes to meet the needs of the local population. |
| 3 | <p>Principles</p> <p><u>Managing the Health and Social Care System:</u></p> <ul style="list-style-type: none"> We aim to establish a system that is high-performing, above the national average; We will agree shared objectives for the system underpinned by a single decision-making process; We will have a shared approach to and relationship with our providers, providing a clear commissioning steer. <p><u>Our Behaviours:</u></p> <ul style="list-style-type: none"> We will be open and honest with each other about our plans, sharing service and financial information and contingency plans; We will be explicit about any actions that we take as a single organisation that may have an impact on the other, so that we can openly discuss and manage those impacts; We will seek solutions to the challenges we face that will mitigate impacts on or benefit both organisations, in preference to those that may benefit one at the expense of the other; We will review our risks together and discuss how those risks are shared across both organisations and our providers; We recognise the current differences in how we work and the need for each organisation to learn how to work together, which will involve change for all our staff. <p><u>Efficiency and Outcomes:</u></p> <ul style="list-style-type: none"> We will be as efficient as possible, seeking value for money from our back-office processes and from our providers; We will share our commissioning resources, and expect our staff to work together on our priorities. |
| 4 | <p>Membership</p> <p>Each member of the SYICB/SCC Executive Strategic Meeting shall be an officer or Member of one of the Partners and will have been appointed by the relevant Partner to carry out its role and responsibilities.</p> <p><u>Members are:</u></p> <p>South Yorkshire ICB: Deputy Place Director for Sheffield (Co-Chair) Director of Finance for Sheffield Deputy Director of Quality for Sheffield</p> <p>Sheffield City Council: Strategic Director of Adults’ Care and Wellbeing (Co-Chair) Strategic Director of Children’s Services Director of Finance and Commercial Services</p> |

Director of Public Health and Integrated Commissioning
Executive Director of Neighbourhood Services
Director of Communities
Director of Education and Skills
Deputy Director of Adult Social Services and Operational Delivery
Director of Integrated Commissioning

Jointly Funded:

Deputy Director for Planning and Joint Commissioning
Senior Finance Manager – BCF, JCO and HCP

Both of the above posts can be delegated by either party to ensure quoracy of meetings but cannot make decisions on behalf of either SYICB or SCC.

Admininstrated by:

Senior Business Manager, Joint Commissioning Office

Members may delegate their attendance to an appropriate person and this person shall be considered for the purposes of quorate.

SY ICB members are permitted to invite up to an additional three individuals to attend a meeting. Council members are also permitted to invite up to an additional three individuals to attend a meeting. These persons will not have any voting rights.

5 Meeting arrangements

Delegation:

The members of the SY ICB/SCC Executive Strategic Meeting are authorised to make decisions in relation to the matters set out in section 2 above, on behalf of their respective organisations, only to the extent that each decision proposed to be taken is within the limits of delegated authority received from the relevant member's organisation (in accordance with its own standing orders/constitutional document and scheme of delegation).

Where a matter requiring a decision is determined not to be within scope of an SY ICB/SCC Executive Strategic Meeting member's delegated authority, the member will ensure that the matter is considered - and a decision is taken - by the member's organisation in accordance with that organisation's standing orders/constitutional document and scheme of delegation (which will be made available to members of the SY ICB/SCC Executive Strategic Meeting). If there is any doubt about the correct forum, body, individual or procedure for consideration of a matter and/or making a decision, the SY ICB/SCC Executive Strategic Meeting shall take appropriate professional advice.

The JEG will report into the Executive Strategic Meeting against the agreed commissioning priorities and each of these will have a series of robust delivery plans drawn up, the Programme Management Offices will work in partnership to drive implementation.

Meeting arrangements:

The SY ICB/SCC Executive Strategic Meeting will meet no less than monthly at a time to be agreed and more frequently where required.

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| | <p>An urgent meeting may be convened by the Chairs by providing no less than 3 working days' notice to all members along with an agenda.</p> <p>Decisions of the SY ICB/SCC Executive Strategic Meeting 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 SY ICB/SCC Executive Strategic Meeting. Where there is disagreement and no unanimity is reached the matter will be escalated in accordance with the dispute resolution procedure set out in the s75 agreement.</p> <p>Where a Partner is not present and has not given prior written notification of its intended position on a matter to be discussed, then those present may not make or record commitments on behalf of that Partner in any way.</p> <p>Recording:</p> <p>Minutes of all decisions shall be kept and copied to the Authorised Officers within seven days of every meeting.</p> <p>The agenda will be made available to all attendees at least 3 working days in advance. Issues will only be considered on the day with the agreement of the Chair.</p> | | | | | | |
| <p>6</p> | <p>Quorum</p> <p>The quorum for meetings of the SY ICB/SCC Executive Strategic Meeting shall be a minimum of two representatives from each of the Partner organisations. The jointly funded positions can be delegated by either party to ensure quoracy of meetings but cannot make decisions on behalf of either SYICB or SCC.</p> <p>If the meeting is not quorate the meeting will be reconvened in 5 working days.</p> | | | | | | |
| <p>7</p> | <p>Accountability</p> <p>The SY ICB/SCC Executive Strategic Meeting is accountable to the partner bodies represented on the Group, which have established the Group to undertake the governance responsibilities set out in Schedule 2 of the Agreement and described in these Terms of Reference.</p> <p>Overall strategic oversight of partnership working between the partners is vested in the Health and Well Being Board, which for these purposes shall make recommendations to the Partners as to any action it considers necessary.</p> | | | | | | |
| <p>8</p> | <p>Review</p> <table data-bbox="231 1570 1085 1682"> <tr> <td>Date of Group inception:</td> <td>15 November 2023</td> </tr> <tr> <td>Date of Terms of Reference review:</td> <td>15 November 2023</td> </tr> <tr> <td>Date of next review of membership:</td> <td>November 2024</td> </tr> </table> <p>The membership of the group will be reviewed periodically to ensure the right balance of inclusivity and effectiveness, with regard to the size of the group.</p> | Date of Group inception: | 15 November 2023 | Date of Terms of Reference review: | 15 November 2023 | Date of next review of membership: | November 2024 |
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