

**BARNSELY PLACE PARTNERSHIP
PARTNERSHIP BOARD AND ICB PLACE COMMITTEE**

Terms of Reference

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VERSIONS

Date	Version	Comments	Author
17 June 2022	1	Initial draft for feedback	Hill Dickinson
24 June 2022	2.3	Incorporating ICB comments regarding ICB committee (RM)	Hill Dickinson
8 July 2022	2.4	Incorporating	Hill Dickinson
20 October 2022	2.5	Amendments prior to resubmission to Place Partnership Board on 28 October 2022	Richard Walker / Jeremy Budd
3 November 2022	2.6	At request of WL and RN the ICB Head of Comms & Engagement has been added in as an attendee of the Place Committee & Place Partnership.	Richard Walker
15 November 2022	2.7	Updated to finalise place partnership board membership and participants and also quoracy – following advice from Hill Dickinson	Jeremy Budd
7 December 2022	3	Final 'clean' version with draft watermark removed	Richard Walker

1. Structure of these Terms of Reference

These terms of reference are divided into three sections:

- Part 1: Background;
- Part 2: Terms of reference for the Barnsley Partnership Board when carrying out Partnership Business (defined below); and
- Part 3: Terms of reference for the Barnsley Partnership Board when carrying out ICB Business (defined below) as a committee of NHS South Yorkshire Integrated Care Board.

PART 1: BACKGROUND

1. The organisations referred to in these terms of reference are Partners in the Barnsley Place Partnership ("**Place Partnership**"). Representatives of the Partners have come together as the Barnsley Partnership Board ("**Partnership Board**") to enable the delivery of integrated population health and care services in Barnsley, as set out in more detail below. The Partners have entered into a Place Agreement setting out their commitment to delivery of the Barnsley vision, objectives, and principles (as documented in the Place Agreement).
2. The Partnership Board in practice carries out two roles:
 - Firstly, the Partnership Board is responsible for aligning decisions on strategic policy matters made by Place Partners that are relevant to the achievement of the Barnsley Place Plan, in accordance with its terms of reference in Part 2. Where applicable, the Partnership Board may also make recommendations on matters that it has been asked to consider on behalf of a constituent Partner in the Place Partnership. Where the Partnership Board has been asked to consider matters on behalf of a Partner, the Partner organisation remains responsible for the exercise of its functions and nothing that the Partnership Board does shall restrict or undermine that responsibility. This work is referred to as "**Partnership Business**".
 - Secondly, the Partnership Board sits as the Barnsley ICB Committee ("**ICB Place Committee**"), which is a committee of the NHS South Yorkshire Integrated Care Board ("**ICB**"). The ICB Place Committee is established as a committee of the ICB Board, in accordance with the ICB's Constitution, Standing Orders and Scheme of Reservation & Delegation. When the Partnership Board sits as the ICB Place Committee it has delegated authority from the ICB Board to make decisions about the use of ICB resources in Barnsley in line with its remit, and otherwise support the ICB as set out in its terms of reference in Part 3 with the membership as set out in paragraph 7 below. The decisions reached by the ICB Place Committee are decisions of the ICB, in line with the ICB's Scheme of Reservation & Delegation "**ICB Business**". When sitting as the ICB Place Committee, members must comply with ICB policies and procedures.
3. As far as possible, the Partners that are statutory bodies will exercise their respective statutory functions within the Partnership Board governance structure. This will be enabled:
 - For the ICB, through the Partnership Board sitting as the ICB Place Committee, as outlined above
 - For other Partners that are statutory bodies, through those organisations granting delegated authority for decision making to specific individuals (for example a Partnership Board member) or to specific committees or other structures established by Partner organisations meeting as part of, or in parallel with, the Partnership Board.
4. For Partners that are not statutory bodies, it is expected that as far as possible the individuals attending meetings of the Partnership Board will be authorised to take the decisions under consideration on behalf of their organisation.
5. It is expected that in many cases, ICB Business, or any other reserved statutory decisions taken by individuals on behalf of their statutory organisations, will be able to be conducted at meetings of the Partnership Board, as a result of either individual Partner representatives exercising delegated authority or through the ICB Place Committee making the decision as a committee. Other representatives of Partner organisations will be attendees at the Partnership Board at such times subject to the management of any conflicts of interest.

6. Whether decisions are taken under Part 2 and Part 3, or only Part 2 or Part 3 of these terms of reference, the aim will be to ensure that decisions reflect applicable national and local priority objectives and strategies and are taken in accordance with the collaborative principles for the Place Partnership.
7. Membership and attendance at the Partnership Board differs according to whether or not the Partnership Board is undertaking Partnership Business or ICB Business in accordance with the relevant terms of reference. The table below sets out the status of individual representatives in each case for ease of reference:

Nominated Representative (Role/Title)	Organisation	Status for Partnership Business	Status for ICB Business
Chair	South West Yorkshire Partnership NHS Foundation Trust	Chair (to be rotated every 12 months)	Participant
Chief Executive	Barnsley Hospital NHS Foundation Trust	Member	Participant
Chair	Barnsley Hospital NHS Foundation Trust	Member	Participant
Leader	Barnsley Metropolitan Borough Council	Member	Participant
Chief Executive	Barnsley Metropolitan Borough Council	Member	Participant
Director of Public Health	Barnsley Metropolitan Borough Council	Member	Participant
Chief Executive	Barnsley Healthcare Federation	Member	Participant
Chair	Barnsley Healthcare Federation	Member	Participant
Chief Executive	South West Yorkshire Partnership NHS Foundation Trust	Member	Participant
Chief Executive	Barnsley Hospice Chief Executive	Member	Participant
Chair or Chief Executive	Barnsley CVS	Member	Participant
Chair or Chief Executive	Barnsley Primary Care Network	Member	Participant
Executive Place Director	NHS South Yorkshire Integrated Care Board	Member	Chair
Chief Nurse, Barnsley Place	NHS South Yorkshire Integrated Care Board	Participant	Member
Medical Director, Barnsley Place	NHS South Yorkshire Integrated Care Board	Participant	Member
Chief Finance Officer, Barnsley Place	NHS South Yorkshire Integrated Care Board	Participant	Member
Independent Non-Executive Member	NHS South Yorkshire Integrated Care Board	Member	Member
Head of Comms & Engagement, Barnsley Place	NHS South Yorkshire Integrated Care Board	Participant	Participant
Chair	Healthwatch	Participant	Participant

BARNSELY PARTNERSHIP BOARD

PART 2: PARTNERSHIP BOARD – TERMS OF REFERENCE FOR PARTNERSHIP BUSINESS

1	Name of committee	The Barnsley Partnership Board (the “ Partnership Board ”).
2	General	<p>In these terms of reference the following capitalised terms are given the meaning set out in the NHS South Yorkshire Integrated Care Board (“ICB”) Constitution as updated from time to time, unless the context otherwise requires:</p> <p>Constitution</p> <p>ICB</p> <p>Standing Order or Standing Orders</p> <hr/> <p>Other capitalised terms have the meaning set out below:</p> <p>“Barnsley Plan” means the Barnsley Health and Care Plan as agreed by the Partnership, aligned to NHS South Yorkshire</p> <p>“Chair” means the chair of the Partnership Board</p> <p>“Executive Place Director” means that individual appointed by the ICB to oversee and help develop the Place Partnership</p> <p>“ICB Business” has the meaning set out in Part 1</p> <p>“ICB Place Committee” means the committee of the ICB for the Barnsley Place</p> <p>“ICB Policies” means any policy, process or procedure formally adopted by the ICB</p> <p>“Member” refers to a member of the Partnership Board as listed in paragraph 0</p> <p>“Participant” refers to a participant of the Partnership Board as listed in paragraph 7</p> <p>“Partner” refers to a partner organisation in the Place Partnership which is also a party to the Place Agreement</p> <p>“Partnership Board” means the Partnership Board as described in the Place Agreement that also sits as the ICB Place Committee as described in the ICB Constitution</p> <p>“Partnership Business” has the meaning set out in Part 1</p> <p>“Place Agreement” means the agreement entered into by the Partners for the transformation and better integration of health and care services for the population of Barnsley</p> <p>“Place Partnership” means the partnership of organisations described in the Place Agreement</p> <p>“Terms of Reference for ICB Business” means the terms of reference set out in Part 3</p> <p>“Working Days” means a weekday that is not a bank holiday in England.</p>

3	Reports to	The Partnership Board reports to the boards of the Partners in relation to Partnership Business. This is done through each Partner representative sitting on the Partnership Board reporting back to their respective employing/ host organisation.
4	Purpose	<p>The purpose of the Partnership Board is to provide visible leadership, direction and commitment to the vision and objectives for developing integrated care in Barnsley (as set out in the Place Agreement) and ensuring effective governance, communication and delivery of the objectives.</p> <p>The Partnership Board will work together to achieve the vision and objectives of the Place Partnership through:</p> <ul style="list-style-type: none"> • providing strategic and operational oversight • developing new models of joined up services in communities that: <ul style="list-style-type: none"> ○ set out a new relationship with residents in neighbourhoods ○ are person centred, with a focus on supported self-care, prevention and asset based ○ ensure that services developed in neighbourhoods and new primary care networks are complementary in both services and governance. ○ take a 'one public sector – one borough - one team' approach • providing shared responses to the South Yorkshire Integrated Care System (SYICS) strategic developments on primary care networks and other associated integration requirements, including the horizontal provider collaboratives • producing shared communications • developing shared information governance and record keeping • developing a shared workforce strategy • developing a shared understanding of collective finances with the aim of a shared management of financial risk • considering investment decisions across the Place Partnership • having regard to the strategy developed by the Barnsley Health and Wellbeing Board <p>Ultimately this will ensure that the Partners work together to drive efficiencies and better outcomes for the residents of Barnsley, in line with the Barnsley Plan.</p> <p>Oversee and inform the work of the Place Partnership Development Group providing support and strategic decision making either directly, within their scope of delegated authority, or by making recommendations to sovereign organisation Boards/relevant decision making bodies.</p> <p>Review and if appropriate, adapt the Barnsley Plan's objectives, milestones and governance in light of internal or external strategic changes.</p>
5	Remit and responsibilities	<p>When conducting Partnership Business, the Partnership Board has responsibility for:</p> <ul style="list-style-type: none"> • Providing mutual assurance to the constituent Partners through regular reports to their boards • Reflecting the underlying principles as set out within the Place Agreement • Reviewing progress and guiding the Barnsley Health & Care Plan and Place Partnership Delivery Plan towards the overall agreed objectives and benefits • Ensuring all risk is assessed and assure that mitigating actions are in place • Making best use of the Barnsley £ putting Barnsley people first ahead of the needs of individual Partner organisations. In doing so, to collectively manage risk through effective arrangements between partner organisations that meet regulatory requirements and develop a collective voice in managing our position with the SYICS. • Working within the overall scope of the Programme, recognising that changes will be agreed during the course of its development and introduction. • Supporting the Place Partnership Development Group to deliver the

		<p>Programme objectives</p> <ul style="list-style-type: none"> • Strategic decision making for issues raised by the Place Partnership Development Group within the scope of delegated authority to the Partnership Board members • Helping to develop clinical models and partnership priorities in line with mature partnership arrangements. For the avoidance of doubt, the Partnership Board will not have the final decision on clinical/operational models or the commissioning intentions of the Place Partnership.
6	Members	<p>Members contribute to discussion, participate in aligned decision making and are accountable for decisions made.</p> <p>The Members of the Partnership Board when undertaking Partnership Business are:</p> <ul style="list-style-type: none"> • Partner organisation rotation - Chair of the Partnership Board • Barnsley Hospital NHS Foundation Trust (“BHNFT”) – Chief Executive • BHNFT – Chair • Barnsley Metropolitan Borough Council (“BMBC”) – Leader of the Council • BMBC Chief Executive • BMBC Director of Public Health • Barnsley Healthcare Federation (“BHF”) – Chief Executive • BHF – Chair • South West Yorkshire Partnership NHS Foundation Trust (“SWYPFT”) – Chair • SWYPFT – Chief Executive • Barnsley Hospice - Chief Executive • Barnsley CVS – Chair or Chief Executive • Barnsley PCN - Chair or Chief Executive • Executive Place Director, Barnsley Place Partnership (ICB) <p>Membership will be reviewed and adjusted as necessary to ensure the Partnership Board meets its responsibilities.</p> <p>The role of Chair of the Partnership Board for Partnership Business will be rotated to another Member of the Partnership Board as agreed by the Members. This will be undertaken on an annual basis at the beginning of every financial year.</p> <p>The same organisation cannot hold the Chair position in both the Partnership Board and the Place Partnership Development Group at the same time.</p>
7	Participants	<p>The following individuals will be invited to attend each meeting of the Partnership Board as Participants. Participants attend meetings and may be invited by the Chair to participate in discussions from time to time. They do not participate in decision making.</p> <p>The Participants of the Partnership Board when undertaking Partnership Business are:</p> <ul style="list-style-type: none"> • Healthwatch – Chair • Place Partnership Development Group executive members • ICB – Chief Nurse, Barnsley Place • ICB - Chief Finance Officer, Barnsley Place • ICB – Medical Director, Barnsley Place • Head of Comms & Engagement, Barnsley Place <p>The Chair may invite such other Participants to attend any meeting of the Partnership Board as the Chair considers appropriate.</p>
8	Deputies	<p>With the permission of the Chair, Members of the Partnership Board may nominate a deputy to attend a meeting that they are unable to attend. The deputy may speak and vote on their behalf. The decision of the Chair regarding authorisation of nominated</p>

		deputies is final.
9	Chair	The meetings will be run by the Chair of the Partnership Board for Partnership Business (as noted in paragraph 6 above). In the event of the Chair being unable to attend all or part of the meeting, another Member of the Partnership Board shall chair the meeting.
10	Quoracy	<p>No business shall be transacted unless at least 50% of the Partnership Board membership (which equates to 7 individuals) are present. This will include at minimum one member from each of the ICB and BMBC and at minimum 5 members drawn from the other Partner organisations.</p> <p>For the sake of clarity:</p> <p>a) No person can act in more than one capacity when determining the quorum.</p> <p>b) An individual who has been disqualified from participating in a discussion on any matter and/or from voting on any motion by reason of a declaration of a conflict of interest, shall no longer count towards the quorum.</p> <p>Members of the Partnership Board may participate in meetings by telephone, video or by other electronic means where they are available and with the prior agreement of the Chair. Participation by any of these means shall be deemed to constitute presence in person at the meeting. Members are normally expected to attend at least 75% of meetings during the year</p>
11	Conduct of meetings	The Partnership Board is not a separate legal entity or a committee of any of the Partners when considering Partnership Business, therefore it is unable to take decisions separately from its constituent Members or bind any one of them; nor can one Partner organisation 'overrule' another on any matter. The Partnership Board will operate as a place for discussion of Partnership Business with the aim of reaching consensus to make recommendations and proposals to the boards of Partner organisations, unless the Members have the requisite delegated authority from their Partner organisations to make the relevant decision.
12	Frequency of meetings	The rules set out in the Terms of Reference for ICB Business shall apply, unless the Partnership Board determines otherwise and amends these terms of reference accordingly.
13	Urgent decisions	The rules set out in the Terms of Reference for ICB Business shall apply, unless the Partnership Board determines otherwise and amends these terms of reference accordingly.
14	Admission of the press and public	The Partnership Board may meet in private to consider Partnership Business. However, if it is also considering ICB Business then press and public will be admitted in accordance with the terms of reference for ICB Business.
15	Declarations of interest	The rules set out in the Terms of Reference for ICB Business shall apply, unless the Partnership Board determines otherwise and amends these terms of reference accordingly.
16	Support to the Partnership Board	The arrangements set out in the Terms of Reference for ICB Business shall apply unless the Partnership Board determines otherwise and amends these terms of reference accordingly.
17	Authority	<p>The arrangements set out in the Terms of Reference for ICB Business shall apply in relation to:</p> <ul style="list-style-type: none"> • investigations • commissioning of reports and surveys • obtaining legal or other independent professional advice <p>unless the Partnership Board determines otherwise and amends these terms of</p>

		<p>reference accordingly.</p> <p>In addition, if the Partnership Board agrees additional requirements regarding the above, those requirements must be complied with.</p> <p>The Partnership Board has the sub-committees set out in the Terms of Reference for ICB Business.</p> <p>The Partnership Board is authorised to create and dissolve permanent workstreams and time limited task and finish groups as are necessary to fulfil its responsibilities. When doing so, the Partnership Board must set a clear scope and where appropriate deadline for completion for the workstream or group.</p> <p>Such workstreams or groups shall not be able to take decisions on behalf of the Partnership Board and shall not be formal sub-committees of the Partnership Board.</p>
18	Reporting	<p>The Partnership Board shall report to the boards/ senior management of Partner organisations in respect of Partnership Business. It does this through Members reporting back to their Partner organisations.</p> <p>The Partnership Board shall also report to the Health and Wellbeing Board for Barnsley.</p> <p>The Partnership Board will receive for information updates on the work of any of its task and finish groups or workstreams.</p>
19	Conduct of the Partnership Board	<p>Members of the Partnership Board will abide by the 'Principles of Public Life' (The Nolan Principles).</p> <p>The Partnership Board shall undertake an annual self-assessment of its own performance against these terms of reference. This self-assessment shall form the basis of an annual report from the Partnership Board to the Barnsley Health and Wellbeing Board.</p>
20	Amendments	<p>Any amendment to these terms of reference is Partnership Business. Any changes to these terms of reference must be approved by the Partnership Board.</p>
21	Review date	<p>These terms of reference shall be reviewed annually.</p>

BARNSELY PARTNERSHIP BOARD

PART 3: PARTNERSHIP BOARD – TERMS OF REFERENCE FOR ICB PLACE COMMITTEE (ICB BUSINESS)

1	Name of committee	The Barnsley Place Partnership Board is established as and operates as a committee of the NHS South Yorkshire Integrated Care Board (“ ICB ”), in accordance with the ICB’s Constitution, Standing Orders and Scheme of Reservation and Delegation when it is considering ICB Business (the “ ICB Place Committee ”)
2	General	<p>These terms of reference, which must be published on the ICB website, set out the remit, responsibilities, membership and reporting arrangements of the ICB Place Committee and may only be changed with the approval of the ICB Board. The ICB Place Committee has no executive powers, other than those specifically delegated in these terms of reference.</p> <p>In these Terms of Reference the following capitalised terms are given the meaning set out in the NHS South Yorkshire Integrated Care Board Constitution as updated from time to time, unless the context otherwise requires:</p> <ul style="list-style-type: none"> ● Constitution ● ICB ● Standing Order or Standing Orders <p>Other capitalised terms have the meaning set out below:</p> <p>“Chair” means the chair of the ICB Place Committee “ICB Business” matters which are delegated to the ICB Place Committee in line with its purpose at paragraph 4 by the ICB for determination by the ICB Place Committee “ICB Policies” means any policy, process or procedure formally adopted by the ICB “Member” refers to a member of the ICB Place Committee as listed in paragraph 0 “Participant” refers to a participant of the ICB Place Committee as listed in paragraph 0 “Partnership Board” means the partnership board as described in the Place Agreement that also sits as the ICB Place Committee when conducting ICB Business “Place Agreement” means the Barnsley Place Agreement entered into by the Partners (including the ICB) for the transformation and better integration of health and care services for the population of Barnsley “Working Days” means a weekday that is not a bank holiday in England</p> <p>The ICB is part of the South Yorkshire Integrated Care System, which has four core purposes:</p> <ul style="list-style-type: none"> ● improve outcomes in population health and healthcare ● tackle inequalities in outcomes, experience and access ● enhance productivity and value for money ● help the NHS support broader social and economic development. <p>The ICB will use its resources and powers to achieve demonstrable progress on these aims, collaborating to tackle complex challenges, including:</p> <ul style="list-style-type: none"> ● improving the health of children and young people ● supporting people to stay well and independent ● acting sooner to help those with preventable conditions ● supporting those with long-term conditions or mental health issues ● caring for those with multiple needs as populations age ● getting the best from collective resources so people get care as quickly as possible.
3	Reports to	The ICB Board

4	Purpose	The ICB Place Committee will support the ICB in delivering its statutory and/or corporate functions as set out in paragraph 5.
5	Remit and responsibilities	<p>The role of the ICB Place Committee will be to actively participate in the Barnsley Place Partnership in accordance with the Place Agreement, and in accordance with the Constitution of the ICB.</p> <p>The ICB Place Committee is responsible for:</p> <p>Regulation and Control</p> <ul style="list-style-type: none"> • Establish governance arrangements to support collective accountability between partner organisations for place-based system delivery and performance, underpinned by the statutory and contractual accountabilities of individual organisations. <p>Strategy and Planning</p> <ul style="list-style-type: none"> • Agree a plan to meet the health and healthcare needs of the Barnsley population, having regard to the ICS integrated care strategy and Barnsley health and wellbeing strategies. • Ensure consultation, involvement and engagement on place plans is undertaken where appropriate • Engagement with Health Overview and Scrutiny Committee. • Develop Annual Plan for Delivery of Place Health & Wellbeing Strategy and ICP Strategy • Ensure provision of Health Care Services for Place Population. • Agree Place-based delivery plans. • Allocate resources to deliver the plan in Barnsley, determining what resources should be available to meet population need and setting principles for how they should be allocated across services and providers (both revenue and capital). • Approve the operating structure in Barnsley. • Develop joint working arrangements with partners in place that embed collaboration and integration as the basis for delivery within the ICB plan. • Arrange for the provision of health services in line with the allocated resources across the ICS through a range of activities including: <ul style="list-style-type: none"> ○ convening and supporting providers at Place to lead major service transformation programmes to achieve agreed outcomes. ○ support the development of primary care networks (PCNs) as the foundations of out-of- hospital care and building blocks of place-based partnerships. Including through investment in PCN management support, data and digital capabilities, workforce development and estates. ○ working with local authority and voluntary, community and social enterprise (VCSE) sector partners to put in place personalised care for people, including assessment and provision of continuing healthcare and funded nursing care, and agreeing personal health budgets and direct payments for care. • Agree place action on data and digital: working with partners across the NHS and with local authorities to put in place smart digital and data foundations to connect health and care services to put the citizen at the centre of their care. • Agree joint work on estates, procurement, supply chain and commercial strategies to maximise value for money in place and support wider goals of development and sustainability. <p>Partnership working</p> <ul style="list-style-type: none"> • Agree joint working arrangements at Place that embed collaboration and integration as the basis for delivery of the Place plan. <p>Staffing and human resources</p>

		<ul style="list-style-type: none"> • Delivery of implementation in Barnsley of people priorities. <p>Risk management</p> <ul style="list-style-type: none"> • Make arrangements to implement in place ICB risk management arrangements.
6	Members	<p>The Members of the ICB Place Committee when undertaking ICB Business are:</p> <p>Executive Place Director, ICB (Chair) Chief Nurse, Barnsley Place, ICB Chief Medical Officer, Barnsley Place, ICB Chief Finance Officer, Barnsley Place, ICB Independent Non-Executive Member, ICB</p> <p>The Chair of the ICB must approve the appointment of any Member of the ICB Place Committee and may remove any Member of the ICB Place Committee, acting always in accordance with the ICB Constitution</p>
7	Participants	<p>The following individuals will be invited to attend each meeting of the ICB Place Committee as Participants. Participants attend meetings and may be invited by the Chair to participate in discussions from time to time. They do not vote. The Participants of the ICB Place Committee when undertaking ICB Business are:</p> <ul style="list-style-type: none"> • Barnsley Hospital NHS Foundation Trust (“BHNFT”) – Chief Executive • BHNFT – Chair • Barnsley Metropolitan Borough Council (“BMBC”) – Leader of the Council • BMBC Chief Executive • BMBC Director of Public Health • Barnsley Healthcare Federation (“BHF”) – Chief Executive • BHF – Chair • South West Yorkshire Partnership NHS Foundation Trust (“SWYPFT”) – Chair • SWYPFT – Chief Executive • Barnsley Hospice - Chief Executive • Barnsley Voluntary Services - Chief Executive • Barnsley PCN - Chair or Chief Executive • Healthwatch - Chair <p>ICB officers may request or be requested to attend the ICB Place Committee meeting when matters concerning their responsibilities are to be discussed or they are presenting a paper.</p> <p>The Chair may invite such other Participants to attend any meeting of the ICB Place Committee as the Chair considers appropriate.</p>
8	Deputies	<p>With the permission of the Chair, Members of the ICB Place Committee may nominate a deputy to attend a meeting that they are unable to attend. Members should inform the Chair of their intention to nominate a deputy and should ensure that any such deputy is suitably briefed and qualified to act in that capacity. The deputy may speak on their behalf but may not vote.</p> <p>The decision of the Chair regarding authorisation of nominated deputies is final.</p>
9	Chair	<p>The meetings will be run by the Chair of the ICB Place Committee (as noted in paragraph 6 above). If the Chair is absent or is disqualified from participating by a conflict of interest, a member of the ICB shall be chosen by the members present, or by a majority of them, and shall preside. In the event of the Chair being unable to attend all or part of the meeting, another Member of the ICB Place Committee shall chair the meeting.</p>

10	Quoracy	<p>No business shall be transacted unless at least 60% of the ICB Place Committee membership (which equates to 3 individuals) and including the following are present:</p> <p>(1) Executive Place Director and (2) Independent Non-Executive Member</p> <p>For the sake of clarity:</p> <p>a) No person can act in more than one capacity when determining the quorum. b) An individual who has been disqualified from participating in a discussion on any matter and/or from voting on any motion by reason of a declaration of a conflict of interest, shall no longer count towards the quorum.</p> <p>Members of the ICB Place Committee may participate in meetings by telephone, video or by other electronic means where they are available and with the prior agreement of the Chair. Participation by any of these means shall be deemed to constitute presence in person at the meeting. Members are normally expected to attend at least 75% of meetings during the year</p>
11	Conduct of meetings	<p>In line with the ICB's Standing Orders, it is expected that decisions will be reached by consensus. Should this not be possible, each member of the ICB Place Committee will have one vote, the process for which is set out below:</p> <p>a) All members of the ICB Place Committee who are present at the meeting will be eligible to cast one vote each. (For the sake of clarity, Members of the ICB Place Committee are set out at paragraph 6; Participants and observers do not have voting rights.) b) Absent Members may not vote by proxy. Absence is defined as not being present at the time of the vote but this does not preclude anyone attending by teleconference or other virtual mechanism from exercising their right to vote if eligible to do so. c) For the sake of clarity, any additional Participants and Observers (as detailed within Section 5.6. of the Constitution) will not have voting rights. A resolution will be passed if more votes are cast for the resolution than against it. d) If an equal number of votes are cast for and against a resolution, then the Chair (or in their absence, the person presiding over the meeting) will have a second and casting vote. e) Should a vote be taken, the outcome of the vote, and any dissenting views, must be recorded in the minutes of the meeting.</p>
12	Frequency of meetings	<p>The ICB Place Committee will meet monthly in common with the Partnership Board. The Chair may call an additional meeting at any time by giving not less than 14 calendar days' notice in writing to members of the ICB Place Committee.</p> <p>One third of the members of the ICB Place Committee may request the Chair to convene a meeting by notice in writing, specifying the matters which they wish to be considered at the meeting, If the Chair refuses, or fails, to call a meeting within seven calendar days of such a request being presented, the ICB Place Committee Members signing the requisition may call a meeting by giving not less than 14 calendar days' notice in writing to all Members of the ICB Place Committee specifying the matters to be considered at the meeting.</p> <p>In emergency situations the Chair may call a meeting with two days' notice by setting out the reason for the urgency and the decision to be taken.</p>

13	Urgent decisions	<p>In the case of urgent decisions and extraordinary circumstances, every attempt will be made for the ICB Place Committee to meet virtually. Where this is not possible the following will apply:</p> <ul style="list-style-type: none"> a) The powers which are delegated to the ICB Place Committee may allow for an urgent decision be exercised by the Chair subject to every effort having made to consult with as many members as possible in the given circumstances. b) The exercise of such powers shall be reported to the next formal meeting of the ICB Place Committee for formal ratification, where the Chair will explain the reason for the action taken, and the ICB Audit Committee for oversight.
14	Admission of the press and public	<p>In accordance with Public Bodies (Admission to Meetings) Act 1960 all meetings of the ICB at which public functions are exercised will be open to the public. This includes the Partnership Board where it is discussing ICB Business as the ICB Place Committee.</p> <p>The ICB Place Committee may resolve to exclude the public from a meeting or part of a meeting where it would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings or for any other reason permitted by the Public Bodies (Admission to Meetings) Act 1960 as amended or succeeded from time to time.</p> <p>The chair of the meeting shall give such directions as they think fit with regard to the arrangements for meetings and accommodation of the public and representatives of the press such as to ensure that the ICB Place Committee's business shall be conducted without interruption and disruption.</p> <p>As permitted by Section 1(8) Public Bodies (Admissions to Meetings) Act 1960 as amended from time to time) the public may be excluded from a meeting to suppress or prevent disorderly conduct or behaviour.</p> <p>Matters to be dealt with by a meeting following the exclusion of representatives of the press, and other members of the public shall be confidential to the members of the ICB Place Committee.</p> <p>A public notice of the time and place of the meeting and how to access the meeting shall be given by posting it electronically at least 7 calendar days before the meeting or, if the meeting is convened at shorter notice, then at the time it is convened.</p> <p>The agenda and papers for meetings will be published electronically in advance of the meeting excluding, if thought fit, any item likely to be addressed in part of a meeting is not likely to be open to the public.</p>
15	Declarations of interest	<p>If any Member has an interest, financial or otherwise, in any matter and is present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible and act in accordance with the ICB's Conflicts of Interests Policy. Subject to any previously agreed arrangements for managing a conflict of interest, the chair of the meeting will determine how a conflict of interest should be managed. The chair of the meeting may require the individual to withdraw from the meeting or part of it. The individual must comply with these arrangements, which must be recorded in the minutes of the meeting.</p>

16	Support to the ICB Place Committee	<p>Administrative support will be provided to the ICB Place Committee by officers of the ICB. This will include:</p> <ul style="list-style-type: none"> • Agreement of the agenda with the Chair, taking minutes of the meetings, keeping an accurate record of attendance, key points of the discussion, matters arising and issues to be carried forward; • Maintaining an on-going list of actions, specifying Members responsible, due dates and keeping track of these actions; • Sending out agendas and supporting papers to Members five working days before the meeting. • Drafting minutes for approval by the Chair within five working days of the meeting and then distribute to all attendees following this approval within 10 working days; and • An annual work plan to be updated and maintained on a quarterly basis.
17	Authority	<p>The ICB Place Committee is authorised to investigate any activity within its terms of reference. It is authorised to seek any information it requires within its remit, from any employee of the ICB and they are directed to co-operate with any such request made by the ICB Place Committee.</p> <p>The ICB Place Committee is authorised to commission any reports or surveys it deems necessary to help it fulfil its obligations.</p> <p>The ICB Place Committee is authorised to obtain legal or other independent professional advice and secure the attendance of advisors with relevant expertise if it considers this is necessary. In doing, so, the ICB Place Committee must follow procedures put in place by the ICB for obtaining legal or professional advice.</p> <p>The ICB Place Committee is authorised to create sub-committees or working groups as are necessary to fulfil its responsibilities within its terms of reference. The ICB Place Committee may not delegate powers delegated to it within these terms of reference (unless expressly authorised by the ICB Board) and remains accountable for the work of any such group.</p>
18	Reporting	<p>The ICB Place Committee shall submit its minutes to each formal ICB Board meeting.</p> <p>The Chair shall draw to the attention of the ICB Board any significant issues or risks relevant to the ICB.</p> <p>The ICB Place Committee's minutes will be published on the ICB website once ratified.</p> <p>The ICB Place Committee shall submit an annual report to the ICB Audit Committee and the ICB Board.</p> <p>The ICB Place Committee will receive for information the minutes of other meetings which are captured in the ICB Place Committee work plan e.g. sub-committees.</p>

19	Conduct of the ICB Place Committee	<p>All Members will have due regard to and operate within the Constitution of the ICB, standing orders, standing financial instructions and other financial procedures.</p> <p>Members of the ICB Place Committee will abide by the 'Principles of Public Life' (The Nolan Principles) and the NHS Code of Conduct.</p> <p>The Partnership Board (including the ICB Place Committee) shall agree an annual delivery plan with the ICB Board.</p> <p>The ICB Place Committee shall undertake an annual self-assessment of its own performance against the annual work plan, membership and terms of reference. This self-assessment shall form the basis of the annual report from the ICB Place Committee.</p> <p>Any resulting changes to the terms of reference shall be submitted for approval by the ICB Board.</p>
20	Amendments	<p>These terms of reference, which must be published on the ICB website, set out the remit, responsibilities, membership and reporting arrangements of the ICB Place Committee and may only be changed with the approval of the ICB Board.</p>
21	Review date	<p>These terms of reference shall be reviewed annually.</p>