



**WEST YORKSHIRE AND HARROGATE  
JOINT COMMITTEE OF CLINICAL COMMISSIONING GROUPS**

**TERMS OF REFERENCE**

**Version:** FINAL 25.09.20

**Approved by the Parties:** NHS Bradford, District and Craven CCG, NHS Calderdale CCG, NHS Greater Huddersfield CCG, NHS Leeds CCG, NHS North Kirklees CCG, NHS Wakefield CCG.

**Endorsed by the Associate members:** North Yorkshire CCG.

**Reviewed by the Joint Committee of CCGs:** 6<sup>th</sup> October 2020.

## **1. ROLE OF THE JOINT COMMITTEE**

- 1.1. The overarching role of the Joint Committee is to take efficient and effective commissioning decisions on a place basis, where appropriate and in accordance with the delegation of authority from each Party, and, in doing so, to support the aims and objectives of the Partnership's Five Year Plan as set out in Schedule 7. The Joint Committee shall at all times act in accordance with all relevant Law and Guidance applicable to the Parties and relevant to the joint exercise of each Party's Functions.

## **2. TERMS OF REFERENCE OF THE JOINT COMMITTEE**

### **Frequency and notice of meetings**

- 2.1. Meetings shall be held monthly or other such frequency as agreed by the Parties.
- 2.2. Meetings may be held by telephone or video conference. Joint Committee Members may participate (and count towards quorum) in a face-to-face meeting via telephone or video-conference.
- 2.3. The Chair shall set the agenda and arrange for the circulation of any papers to be considered at least five Working Days prior to the meeting.
- 2.4. Meetings of the Joint Committee shall be open to the public save where the Joint Committee resolves to exclude members of the public from any meeting or part of a meeting on the grounds that publicity would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted, or there are special reasons as stated in the resolution and arising from the nature of the business of the proceedings.
- 2.5. The Chair may exclude any member of the public from a meeting of the Joint Committee if they are interfering with or preventing the proper or reasonable conduct of that meeting.
- 2.6. Members of the public or representatives of the press may not record proceedings in any manner whatsoever, other than writing, or make any oral report of the proceedings as they take place, without the prior written agreement of the Chair.
- 2.7. The right of attendance at meetings by members of the public as referred to in paragraph 2.4 does not give the right to such members of the public to ask questions or otherwise participate in that meeting, unless invited to do so by the Chair.

### **Joint Committee Members and attendees**

- 2.8. The Joint Committee Members shall comprise:
  - 2.8.1. two voting representatives appointed by each Party; and
  - 2.8.2. three non-voting lay representatives (appointed by the Parties via an open application process) to comprise:
    - (a) one lay representative who is independent of any of the Parties (the "Independent Lay Representative"); and
    - (b) two lay representatives who are existing lay members of a Party's governing body (provided that the two lay representatives shall not be lay members of the same Party).
- 2.9. Associate Members of the Joint Committee shall be invited to attend meetings and may contribute to the discussion of all matters, but shall not be able to vote on a matter.
- 2.10. The Joint Committee shall invite a representative of NHS England to attend meetings and may invite other persons to attend meetings as it deems appropriate. No such persons invited to attend meetings shall be able to vote on a matter.

## **Quorum**

- 2.11. Meetings of the Joint Committee shall be quorate when at least 75% of the Joint Committee Members are present.
- 2.12. In circumstances where a Joint Committee Member who is not a lay representative is unable to attend a meeting, or they have a conflict of interest which required them to be excluded from a meeting, the nominating Party may send to a meeting of the Joint Committee a deputy (a "**Deputy**") to take the place of the Joint Committee Member. Where a Party sends a Deputy to take the place of the Joint Committee Member, the references in this paragraph 2 to Joint Committee Members shall be read as references to the Deputy. Parties must ensure that a Deputy attending a meeting of the Joint Committee has the necessary delegated authority.

## **Voting**

- 2.13. The Joint Committee Members nominated by each Party (referred to in paragraph 2.8.1 above) shall have one vote between them, so that there is one vote per Party. The lay representative Joint Committee Members shall not vote on any matter.
- 2.14. The Joint Committee will make decisions by consensus of those Joint Committee Members present and voting at the meeting wherever possible. If a consensus decision cannot be reached then decisions of the Joint Committee will be made by 75% majority of those Joint Committee Members voting and present at the meeting.
- 2.15. The validity of any act of the Joint Committee shall not be affected by any defect in its constitution, by any vacancy among the Joint Committee Members or by any defect in the appointment of any of its Joint Committee Members.

## **Chair**

- 2.16. The Independent Lay Representative shall be appointed Chair of the Joint Committee. The Joint Committee will appoint another of the Joint Committee Lay Members to act as Deputy Chair.

## **Administration**

- 2.17. The Programme Management Office shall provide administrative support and advice to the Joint Committee including but not limited to:
  - 2.17.1. taking the minutes and keeping a record of matters arising and issues to be carried forward;
  - 2.17.2. maintaining a register of interests for Joint Committee Members and Associate Members; and
  - 2.17.3. advising the Joint Committee and attendees if relevant as appropriate on best practice, national guidance and other relevant documents.

## **Duties**

- 2.18. The Joint Committee will:
  - 2.18.1. make Joint Committee Decisions (as set out in Schedule 4 and/or the Workplan); and
  - 2.18.2. undertake actions as set out in this Agreement.

### **Relationship with the Parties**

- 2.19. Minutes of meetings of the Joint Committee shall be provided to the members and/or governing bodies of the Parties.
- 2.20. The Joint Committee shall produce, with the support of the Programme Management Office, an annual report of the work of the Joint Committee which shall be provided to the members and /or governing bodies of each Party.

### **Special Meetings**

- 2.21. Special meetings of the Joint Committee on any matter may be called by any of the Parties acting through its Joint Committee Member by giving at least forty-eight (48) hours' notice by e-mail to the other Joint Committee Members in the following circumstances:
  - 2.21.1. where that Party has concerns relating to the safety and welfare of Service Users under any Commissioning Contract(s);
  - 2.21.2. in response to a quality, performance or financial query by any Regulatory or Supervisory Body;
  - 2.21.3. to convene a meeting under Clause 12.1 (Dispute Resolution) of the Agreement; and/or
  - 2.21.4. for the consideration of any matter which that Party considers of sufficient urgency and importance that its consideration cannot wait until the date of the next meeting.

### **Conflicts of Interest**

- 2.22. Each Joint Committee Member and Associate Member must abide by all policies of the Party it represents in relation to conflicts of interest.
- 2.23. Where any Joint Committee Member or Associate Member has an actual or potential conflict of interest in relation to any matter under consideration at any meeting, the Chair (in their discretion) shall decide, having regard to the nature of the potential or actual conflict of interest, whether or not that Joint Committee Member may participate and/or vote in meetings (or parts of meetings) in which the relevant matter is discussed. Where the Chair decides to exclude a Joint Committee Member, the relevant Party may send a Deputy to take the place of the conflicted Joint Committee Member in relation to that matter in accordance with paragraph 2.12.

### **Review**

- 2.24. These terms of reference shall be reviewed by the Joint Committee at least annually and any consequential amendments approved by each Party.