

**Dated: 29 April 2021**

**(1) NHS Basildon and Brentwood CCG**

**(2) NHS Castle Point & Rochford CCG**

**(3) NHS Mid Essex CCG**

**(4) NHS Southend CCG**

**(5) NHS Thurrock CCG**

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**MID AND SOUTH ESSEX CCGS**

**JOINT COMMITTEE TERMS OF REFERENCE**

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Version	Author	Date
V3	Viv Barnes	18 May 2017
V4	Viv Barnes	8 June 2017
V5	Viv Barnes	12 June 2017
V6	Viv Barnes	15 August 2017
V7	Viv Barnes	7 June 2019
V8	Viv Barnes	29 April 2021

## **STP Joint Committee**

### **Terms of Reference**

#### **1 Context**

- 1.1 NHS Basildon and Brentwood CCG, NHS Castle Point and Rochford CCG, NHS Mid Essex CCG, NHS Southend CCG and NHS Thurrock CCG (the CCGs) are working together as part of the Mid and South Essex Sustainability and Transformation Plan (STP) and the Mid and South Essex Success Regime (SR).
- 1.2 The CCGs are forming a joint committee using their power under Section 14Z3(2A) of the National Health Service Act 2006 to enable them to take certain commissioning decisions jointly.

#### **2 Establishment**

The CCGs are seeking to form the joint committee with effect from 7 July 2017 to be known as the STP Joint Committee. The joint committee will be established as a committee of each CCG, not of the CCG's governing bodies, and therefore will sit alongside the CCG governing bodies rather than being accountable to them.

#### **3 Members of the STP Joint Committee**

- 3.1 The core Membership of the Joint Committee will comprise:
  - 3.1.1 A Chair nominated from amongst the Clinical Chair members
  - 3.1.2 5 x Clinical Chairs from each CCG (voting)
  - 3.1.3 4 x Accountable Officers from each CCG, including the lead Accountable Officer for the STP (voting).
  - 3.1.3 Lay member (casting vote)
- 3.2 The CCG Clinical Chairs will nominate a Joint Committee Chair from amongst their members who will hold this office for a period of 6 months before it is rotated to another Clinical Chair member.
- 3.3 The Joint Committee will nominate a Deputy Chair, drawn from the Clinical Chair membership of the committee.
- 3.4 The Joint Committee will appoint a Lead Accountable Officer who will be accountable for the delivery of its functions. The lead accountable officer will also hold the Accountable Officer portfolio for one of the constituent CCGs. NHS England will be consulted on this appointment and, whilst directions are in force relating to the establishment of a Joint Committee, this appointment will be subject to the final approval of NHS England.

- 3.5 The Joint Committee will appoint a suitably qualified Board Secretary.
- 3.6 The Joint Committee will ensure that there is a suitably qualified executive team to support the discharge of its functions. The executive team will attend Joint Committee meetings to provide reports on the discharge of these functions and provide expert advice to members.

#### **4 Principles**

- 4.1 In performing their respective obligations under this Agreement and the Commissioning Contracts, the CCGs must:
  - 4.1.1 at all times act in good faith towards each other;
  - 4.1.2 act in a timely manner;
  - 4.1.3 share information and best practice, and work collaboratively to identify solutions, eliminate duplication of effort, mitigate risk and reduce cost;
  - 4.1.4 at all times, observe relevant statutory powers, requirements and best practice to ensure compliance with applicable laws and standards including those governing procurement, data protection and freedom of information, and Nolan principles and Professional Standards Organisation's Standards for CCG Governing Bodies; and
  - 4.1.5 have regard to the needs and views of all of the Commissioners, irrespective of the size of any of the respective Holdings of the Commissioners and as far as is reasonably practicable take such needs and views into account.
  - 4.1.6 Make decisions on behalf of the 1.2 million STP population, not upon CCG populations
  - 4.1.7 Exercise functions effectively, efficiently and economically at all times;
  - 4.1.8 Ensure clinical engagement remains at the forefront of decision making throughout the STP area.

#### **5. Grounds for Removal from Office**

- 5.1 Members of the STP Joint Committee shall vacate their office:-
  - 5.1.1. If in the majority opinion of the Joint Committee (having taken appropriate professional advice in cases where it is deemed necessary) he/she becomes or is deemed to be unsuitable or of unsound mind.

5.1.2. If he or she is a Board appointed member and ceases to meet the criteria for CCG Board membership as set out in Schedules 4 and 5 of The NHS Clinical Commissioning Group Regulations 2012.

5.1.3 If he or she has been absent for a period of [3] consecutive meetings of the Joint Committee then he or she shall, at the discretion of the Joint Committee, be vacated from his/her office.

## **6. Commissioning Functions**

6.1 The principal function of the Joint Committee is to enable the CCGs to - where appropriate - act collectively in the planning, securing and monitoring of services to meet the needs of the population of Mid and South Essex, as well as represent the STP footprint for services commissioned over a larger area.

6.2 The functions of the Joint Committee will include:

6.2.1. Decisions on relevant STP wide service configurations;

6.2.2 Leadership of relevant public consultations on significant service changes that affect the whole STP area;

6.2.3 Agreement of STP wide service restriction policies;

6.2.4 Agreement of relevant STP wide outcomes, frameworks and pathways;

6.2.5 Agreement of the STP local health and care strategy;

6.2.6 Receiving and providing reports on the delivery of the STP local health and care strategy

6.3 The Joint Committee will also have delegated responsibility for commissioning of a range of services on behalf of the CCGs, including:

6.3.1. Acute services (NHS and independent sector) commissioning and contracting;

6.3.2 Integrated Urgent Care Services (including NHS 111) commissioning and contracting;

6.3.3 Ambulance services commissioning and contracting;

6.3.4 Patient Transport Services commissioning and contracting;

6.3.5 Learning Disability decision making (within the existing pan-Essex arrangements);

- 6.3.6 Mental Health services contracting and commissioning of Acute Mental Health services;
  - 6.3.7 Community services.
- 6.4 Although the Joint Committee will be responsible for all of the commissioning contracts referred to in 6.3.1, 6.3.2, 6.3.3, 6.3.4, 6.3.5 6.3.6 and 6.3.7, these contracts will take account of the priorities identified by individual CCGs. It is anticipated that in many areas the Joint Committee will agree the strategic framework for the STP footprint, with operational delivery of key areas – such as demand management – being shaped locally.
- 6.5 For contracts held under 6.3.6, it is envisaged that elements of mental health services will need to be shaped and specified by individual CCGs, but there will be strategic alignment across the STP, facilitating a suite of contracts for which the Joint Committee is responsible.
- 6.6 For all contracts outlined in 6.3, the Joint Committee will ensure there are appropriate arrangements in place to:
- 6.6.1 Develop the commissioning strategy for the areas delegated, including where relevant setting commissioning intentions and the desired outcomes for the STP population;
  - 6.6.2 Establish and manage contracts for the areas/services delegated;
  - 6.6.3 Manage the delegated Commissioning Contracts, including in respect of quality standards, observance of service specifications, and monitoring of activity and finance, so as to obtain best performance, quality and value from the Services by assessing quality and outcomes (including clinical effectiveness, patient experience and patient safety);
  - 6.6.4 Manage variations to the Commissioning Contracts or Services in accordance with national policy, service user needs and clinical developments;
  - 6.6.5 Manage procurement of services in line with commissioning decisions and manage risk associated with such procurements;
  - 6.6.6 Ensure delivery of relevant savings programmes as agreed in the STP Joint Committee annual plan.
- 6.7 The CCGs' Governing Bodies may decide, from time to time, to delegate additional functions to the STP Joint Committee, in which case the list of commissioning functions set out above shall be updated accordingly.

## **7. Decision-making**

- 7.1 The Joint Committee will have delegated responsibility to make decisions that bind the CCGs in relation to those commissioning functions delegated to the Committee.
- 7.1 Each member of the STP Joint Committee shall have one vote per CCG, with the exception of the lay member who will have a casting vote in the event that there is a tied vote. The Deputy Chair will not have a casting vote when deputising for the Joint Committee Chair, in which case the same options for achieving a quorum (paragraphs 10.3 and 10.4) should be followed in the event of a tied vote.
- 7.2 Each CCG is responsible for ensuring that its nominated members to the STP Joint Committee have sufficient delegated authority, in accordance with that CCG's constitution, to act on behalf of that CCG within the remit of the Committee;
- 7.3 It is the intention that the Joint Committee will arrive at a consensus regarding the decisions to be reported to the CCGs concerning the Services or the Commissioning Contracts.
- 7.4 Where a consensus is not reached, a decision may be reached by simple majority vote of the Joint Committee. Any recommendation of the Joint Committee arrived at by majority vote will also contain reference to any minority views.
- 7.5 If members choose to abstain from voting, their abstentions will be noted but will not contribute to the yes or no counts and will not affect the majority vote.
- 7.6 The functions delegated to the Joint Committee may in an emergency or for an urgent decision be exercised virtually via email exchange, provided that the quorum arrangements set out in paragraph 11.2 are maintained before any decision is confirmed. The exercise of such emergency powers shall be reported to the next meeting of the Joint Committee in public for endorsement.

## **8 Financial delegation**

- 8.1 The Joint Committee has a responsibility to ensure that the services and contracts for which they are responsible stay within the resources allocated to it by the CCGs.
- 8.2 The Joint Committee and the CCGs will agree, within its implementation plan, detailed arrangements for delegating relevant budgets.
- 8.3 The Joint Committee implementation plan will outline the decision-making process relating to any future risk/gain share arrangements.

## **9 Other Attendees**

- 9.1 The Chair may at his or her discretion permit other persons to attend meetings of the STP Joint Committee but, for the avoidance of doubt, any persons in attendance at any such meetings shall not count towards the quorum or have the right to vote.

## **10 Meetings**

- 10.1 The STP Joint Committee shall meet at such times and places as the Chair may direct on giving reasonable written notice to the members of the STP Joint Committee, but will meet at least once every eight weeks. Meetings will be scheduled to ensure they do not conflict with the CCGs' respective Governing Body meetings.
- 10.2 Special meetings of the Joint Committee may be called by any member of the Joint Committee, with the agreement of the Chair, by giving at least 48 hours' notice by e-mail to each member.
- 10.3 Meetings of the STP Joint Committee shall be open to the public unless the STP Joint Committee considers that it would not be in the public interest to permit members of the public to attend all or part of a meeting.

## **11 Quorum**

- 11.1 The quorum for conducting a meeting of the Joint Committee shall be a minimum of 50% of total voting members, including the Chair or Deputy Chair, and at least one CCG Chair and one CCG Accountable Officer.
- 11.2 Any quorum of the Joint Committee shall exclude any member affected by a Conflict of Interest. If this has the effect of rendering the meeting inquorate, then the Chair shall decide on one of the following options:-
- 11.2.1 Inviting on a temporary basis one or more additional members to make up the quorum (where these are permitted members of the Joint Committee) so that the Committee can progress the item of business.
- 11.2.2 Adjournment of the item, reconvening the meeting when appropriate membership can be ensured.

## **12. Participation in Meetings**

- 12.1 The Chair may agree that the members of the STP Joint Committee may participate in meetings by means of telephone, video or computer link or other live and uninterrupted conferencing facilities. Participation in a meeting in this manner shall be deemed to constitute presence in person at such meeting.

### **13. Conflicts of Interest**

- 13.1 If, at any meeting of the STP Joint Committee, a member of the committee has a conflict of interest or a potential conflict of interest in relation to the scheduled or likely business for the meeting, he or she shall declare the conflict of interest or potential conflict of interest to the Chair at the start of the meeting.
- 13.2 If during the course of an STP Joint Committee meeting, a member of the committee becomes aware that he or she has a conflict of interest or potential conflict of interest in relation to a matter being discussed at the meeting, he or she shall immediately declare such conflict of interest or potential conflict of interest to the Chair.
- 13.3 The Chair shall be responsible for determining the arrangements that will apply in the event that any member of the committee declares an actual or potential conflict of interest at an STP Joint Committee meeting. It will usually be appropriate for the individual to withdraw from the meeting whilst the relevant item of business is discussed.
- 13.4 If the Chair declares an actual or potential conflict of interest in any matter before the STP Joint Committee then the Deputy Chair will be responsible for determining what arrangements will apply and will chair the meeting for the relevant item of business.

### **14. Administrative**

- 14.1 Secretariat support for the STP Joint Committee will be provided by the Board Secretary.
- 14.2 The papers for each meeting will be sent to the members of the STP Joint Committee no later than 5 working days prior to each meeting and earlier if possible. By exception, and only with the agreement of the Chair, amendments to papers may be tabled before the meeting.
- 14.3 The draft minutes from each STP Joint Committee meeting will be circulated to the members of the STP Joint Committee with the papers for the next meeting.

### **15. Reporting**

- 15.1 The Chair shall arrange for a copy of the minutes for each STP Joint Committee meeting, once approved (the Approved Minutes) to be sent to the members of the STP Joint Committee.
- 15.2 The CCG Commissioners shall be responsible for ensuring that their respective Governing Bodies receive a copy of the Approved Minutes.



**16 Review of Terms of Reference**

16.1 To be reviewed annually and ratified by the Joint Committee.

**Appendix 1**

**Authorisation Form – STP Joint Committee – Appointment of Deputies**

1. Where a CCG nominated representative is unable to attend an STP Joint Committee meeting, the terms of reference permit the Governing Body of the relevant CCG to authorise another member of its Governing Body to deputise for and exercise the voting rights for its CCG representative.
2. It is the responsibility of each CCG's Governing Body to use reasonable endeavours to ensure that its CCG Representatives, or duly authorised deputies, attend each meeting of the STP Joint Committee.
3. This form should be completed for each individual who is authorised to deputise for a CCG representative at meetings of the STP Joint Committee and a copy should be sent to the Chair of the STP Joint Committee and the Board Secretary.
4. Where the Governing Body is authorising an individual to deputise for a CCG representative at a particular meeting, a copy of the completed form should be returned to the Chair no later than the day before the relevant meeting.

Name of CCG .....

The Governing Body confirms the individual(s) named below are members of its governing body and authorises them to deputise for its CCG representative [as and when required] OR [at the meeting on [date]

(1) Name: .....

Title: .....

(2) Name: .....

Title: .....

Signed on behalf of the Governing Body:

Name & Title: .....

Date: .....