

DRAFT SWINDON ACCOUNTABLE CARE ALLIANCE BOARD TERMS OF REFERENCE

1 Purpose

- 1.1 The Swindon Accountable Care Alliance Board (the “Alliance Board”) has been established to provide strategic direction to the Alliance to inform the development of Accountable Care in Swindon. The Alliance Board will hold to account the Planning and Project Team for the performance of the alliance such that it achieves the objectives set for it.

2 Status and authority

- 2.1 The Alliance is established by the Participants, who remain sovereign organisations, to provide a financial and governance framework for the delivery of the Services. The Alliance is not a separate legal entity, and as such is unable to take decisions separately from the Participants or bind its Participants; nor can one or more Participants 'overrule' any other Participant on any matter (although all Participants will be obliged to comply with the terms of the Agreement).
- 2.2 The Alliance Board is established to lead and coordinate activities associated with the development of Accountable Care in Swindon until such time as organisational forms are agreed. Members of the Partnership Board agree to follow the principle of – form follows function – and therefore the form of any future organisation to deliver Accountable Care will only be agreed once the function has been scoped and agreed through the work to define future clinical pathways.
- 2.2 The Alliance Board will function through engagement between its members so that each Participant makes a decision in respect of, and expresses its views about, each matter considered by the Alliance Board. The decisions of the Alliance Board will, therefore, be the decisions of the Participants, the mechanism for which shall be authority delegated by the Participants to their representatives on the Alliance Board.
- 2.3 Each Participant shall delegate to its representative on the Alliance Board such authority as is agreed to be necessary in order for the Alliance Board to function effectively in discharging the duties within these Terms of Reference. The Participants shall ensure that each of their representatives has equivalent delegated authority. Authority delegated by the Participants shall be defined in writing and agreed by the Participants, and shall be recognised to the extent necessary in the Participants' own schemes of delegation (or similar).
- 2.4 The Participants shall ensure that the Alliance Board members understand the status of the Alliance Board and the limits of the authority delegated to them.

3 Responsibilities

- 3.1 The Alliance Board will:
- (a) ensure alignment of all organisations to the Swindon Accountable Care vision and objectives;
 - (b) promote and encourage commitment to the Alliance Principles and Alliance Objectives amongst all Participants;

- (c) formulate, agree and ensure that implementation of strategies for achieving the Alliance Objectives and the management of the Alliance;
- (d) discuss strategic issues and resolve challenges such that the Alliance Objectives can be achieved;
- (e) respond to changes in the operating environment, including in respect of national policy or regulatory requirements, which impact upon the Alliance or any Participants to the extent that they affect the Participants' involvement in the Alliance;
- (f) agree policy as required;
- (g) agree performance outcomes/targets for the Alliance such that it achieves the Alliance Objectives;
- (h) review the performance of the Alliance, holding the Planning and Project Team to account, and determine strategies to improve performance or rectify poor performance;
- (i) ensure that the Planning and Project Team identifies and manages the risks associated with the Alliance, integrating where necessary with the Participants' own risk management arrangements;
- (j) generally ensure the continued effectiveness of the Alliance, including by managing relationships between the Participants and between the Alliance and its stakeholders;
- (k) ensure that the Alliance accounts to relevant regulators and other stakeholders through whatever means are required by such regulators or are determined by the Alliance Board, including, to the extent relevant, integration with communications and accountability arrangements in place within the Participants;
- (l) address any actual or potential conflicts of interests which arise for members of the Alliance Board or within the Alliance generally, in accordance with a protocol to be agreed between the Participants (such protocol to be consistent with the Participants' own arrangements in respect of declaration and conflicts of interests, and compliant with relevant statutory duties);
- (m) oversee the implementation of, and ensure the Participants' compliance with, this Agreement and all other Services Contracts;
- (n) review the governance arrangements for the Alliance at least annually.]

4 Accountability

- 4.1 The Alliance Board is accountable to the Participants.
- 4.2 The Alliance Board will provide routine updates within the STP to ensure visibility of progress and sharing of learning from the work in Swindon with other parts of the STP who will be progressing similar work over the next 1-2 years.
- 4.3 The minutes of the Alliance Board will be sent to the Participants within 7 days.
- 4.4 The minutes shall be accompanied by a report on any matters which the Chair considers to be material. It shall also address any minimum content for such reports agreed by the Participants.

5 Membership and Quorum

- 5.1 The Alliance Board will comprise:
- Accountable Officer, NHS Swindon Clinical Commissioning Group
 - Clinical Chair, NHS Swindon Clinical Commissioning Group
 - Lay Member, NHS Swindon Clinical Commissioning Group
 - Director of Adult Social Services, Swindon Borough Council
 - Director of Public Health, Swindon Borough Council
 - Elected Member, Swindon Borough Council
 - GP Representative (on behalf of primary care)
 - LMC Representative (on behalf of primary care)
 - Chief Executive, Great Western Hospitals NHS Foundation Trust
 - Medical Director, Great Western Hospitals NHS Foundation Trust
 - Director of Finance, Great Western Hospitals NHS Foundation Trust
 - Director of Strategy, Great Western Hospitals NHS Foundation Trust
 - Clinical Director, Avon and Wiltshire Mental Health Partnership NHS Trust
 - CEO, Avon and Wiltshire Mental Health Partnership NHS Trust.
- 5.2 Other members/attendees may be co-opted as necessary.
- 5.3 The Alliance Board will elect a Chair and a Deputy Chair from amongst its members.
- 5.4 Where the Chair is absent, the Deputy Chair shall take on the role of the Chair.

5 Conduct of Business

- 6.1 Meetings will be held monthly.
- 6.2 The agenda will be developed in discussion with the Chair. Circulation of the meeting agenda and papers via email will take place one week before the meeting is scheduled to take place. In the event members wish to add an item to the agenda they need to notify the Company Secretary, NHS Swindon Clinical Commissioning Group who will confirm this with the Chair accordingly.
- 6.3 At the discretion of the Chair business may be transacted through a teleconference or videoconference provided that all members present are able to hear all other parties and where an agenda has been issued in advance.
- 6.4 At the discretion of the Chair a decision may be made on any matter within these Terms of Reference through the written approval of every member, following circulation to every member of appropriate papers and a written resolution. Such a decision shall be as valid as any taken at a quorate meeting but shall be reported for information to, and shall be recorded in the minutes of, the next meeting.

7 Decision Making and Voting

- 7.1 The Alliance Board will aim to achieve consensus for all decisions of the Participants.
- 7.2 To promote efficient decision making at meetings of the Alliance Board it shall develop and approve detailed arrangements through which proposals on any matter will be developed and considered by the Participants with the aim of reaching a consensus. These arrangements shall address circumstances in which one or more Participants decides not to adopt a decision reached by the other Participants.

8 Conflicts of Interests

- 8.1 The members of the Alliance Board must refrain from actions that are likely to create any actual or perceived conflicts of interests.
- 8.2 The Alliance Board shall develop and approve a protocol for addressing actual or potential conflicts of interests among its members (and those of the Planning and Project Team). The protocol shall at least include arrangements in respect of declaration of interests and the means by which they will be addressed. It shall be consistent with the Participants' own arrangements in respect of conflicts of interests, and any relevant statutory duties.

9 Confidentiality

- 9.1 Information obtained during the business of the Alliance Board must only be used for the purpose it is intended. Particular sensitivity should be applied when considering financial, activity and performance data associated with individual services and institutions. The main purpose of sharing such information will be to inform new service models and such information should not be used for other purposes (e.g. performance management, securing competitive advantage in procurement).
- 9.2 Members of the Alliance Board are expected to protect and maintain as confidential any privileged or sensitive information divulged during the work of the Alliance. Where items are deemed to be privileged or particularly sensitive in nature, these should be identified and agreed by the Chair. Such items should not be disclosed until such time as it has been agreed that this information can be released.

10 Support

- 10.1 Support to the Alliance Board will be provided as part of a programme management approach.
- 10.2 The programme structure and supporting work groups will be developed and agreed as part of the Alliance Board work plan.

11 Review

- 11.1 These Alliance Board terms of reference will be formally reviewed annually.