

**The Bury Health, Care and Well Being Partnership**  
**Bury Locality (System) Board**  
**Terms of reference**

**1 Purpose**

- 1.1 The Bury Locality System Board (“Locality Board”) has been established to provide strategic direction to the Bury Health, Care and Well-being Partnership, to manage risk and to support the Bury Integrated Delivery Collaborative for the performance of the Bury health and care system. The Bury Locality Board will undertake its duties in the context of the agreed Strategic Plan for Health, Care and Well-being for the Borough – the Locality Plan. The primary purpose of the Locality Board is to set the Strategic Direction for the reform and transformation of the operation of the health, care and wellbeing system in Bury, and to manage an integrated budget for the place (including a pooled fund) between Bury Council and the NHS.

**2 Status and authority**

- 2.1 The Bury Health, Care and Well-being Partnership is formed of the parties, who remain sovereign organisations, to provide strategic coherence, shared ambition, and operational delivery of the health and care system in Bury, in pursuit of better outcomes for residents and a financially sustainable system. The Bury Health, Care and Well-being Partnership is not a separate legal entity, and as such is unable to take decisions separately from the parties or bind its parties; nor can one or more party ‘override’ any other party on any matter (although all parties will be obliged to act in accordance with the ambition of the Strategic Plan for Health and Care in the Borough).
- 2.2 The Bury Health, Care and Well-being Partnership establishes the Bury Locality Board to lead the Bury Health, Care and Well-being Partnership on behalf of the parties. As a result of the status of the Bury Health, Care and Well-being Partnership, the Locality Board is unable in law to bind any party so it will function as a forum for discussion of issues with the aim of reaching consensus among the parties. However the Locality Board will have responsibility via the Section 75 agreement for the operation of the Integrated Budget for the borough, the scope of which is to be determined but will not be less than the scope of the Integrated Care Fund held by the Strategic Commissioning Board for the period 2021/22.
- 2.3 The Locality Board will function through engagement between its members so that each party makes a decision in respect of, and expresses its views about, each matter considered by the Locality Board. The decisions of the Locality Board will, therefore, be the decisions of the parties, the mechanism for which will be authority delegated by the parties to their representatives on the Locality Board.
- 2.4 Each party will delegate to its representative on the Locality Board such authority as is agreed to be necessary in order for the Locality Board to function effectively in discharging the duties within these terms of reference. The parties will ensure that each of their representatives has equivalent delegated authority. Authority delegated by the parties will be defined in writing and agreed by the parties and will be recognised to the extent necessary in the parties' own schemes of delegation (or similar).
- 2.5 The parties will ensure that the Locality Board members understand the status of the Locality Board and the limits of the authority delegated to them.

### **3 Responsibilities**

#### **3.1 The Locality Board will:**

- 3.1.1 Ensure alignment of all organisations to the Bury Health, Care and Wellbeing Partnership vision and objectives, as described in the Locality Plan for Health, Care and Well Being , ensuring the delivery of the triple aim of improved population health, improved experience, and financial sustainability.
- 3.1.2 Jointly manage the Bury Health, Care and Well Being Locality Integrated fund – established to reflect the scope of services agreed to be managed at a locality level between the Council and NHS and in accordance with the GM ICS accountability agreements and doing so on the basis of ‘formally pooled, aligned and in view’.
- 3.1.3 Ensure the Bury Health, Care and Well Being Partnership delivers on the NHS obligations under the terms of the GM ICS Accountability Agreement with Bury.
- 3.1.4 Secure the delivery of the portfolio of transformation programmes reported through the Integrated Delivery Collaborative Board and as described in the Locality Plan.
- 3.1.5 Ensure the Bury Health, Care and Well Being Partnership works as part of the Wider Team Bury approach and in the context of the Let’s Do It Strategy for the borough and secures support of all partners including other public services, the business community, and the voluntary sector in addressing health inequalities and population health.
- 3.1.6 Ensure that all partners are actively working to promote the capacity and capability of integrated neighbourhood team working in each of the 5 neighbourhood teams in Bury and doing so in a way consistent with the principles and values of the Locality Plan – a persona and community asset based approach.
- 3.1.7 Promote and encourage commitment to the integration principles and integration objectives amongst all parties.
- 3.1.8 Formulate, agree and ensure that implementation of strategies for achieving the integration objectives and the management of the Bury Health, Care and Well Being System partnership.
- 3.1.9 Discuss strategic issues and resolve challenges such that the integration objectives can be achieved.
- 3.1.10 Ensuring the work of the health, care and wellbeing partnership in Bury has the voices of patients and residents, and the learning from lived experience, at the heart of the transformation programmes and service delivery.
- 3.1.11 Respond to changes in the operating environment, including in respect of national policy or regulatory requirements, which impact upon the Bury Health, Care and Well-being Partnership or any parties to the extent that they affect the parties' involvement in the Bury System Partnership.

- 3.1.12 Agree policy as required.
- 3.1.13 Agree performance outcomes/targets for the Bury Health, Care and Wellbeing Partnership such that it achieves the integration objectives.
- 3.1.14 Take collective responsibility for achievement of the objectives of the locality plan with regard to the performance/outcomes, financial position and contribution to population health gain. Working with the Integrated Delivery Collaborative to determine strategies to improve performance, recognise and address unwarranted variation, and work together as a system to address poor performance and outcomes.
- 3.1.15 Ensure that the Bury Integrated Delivery Collaborative identifies and manages the risks associated with the Bury System Partnership, integrating where necessary with the parties' own risk and governance management arrangements.
- 3.1.16 Generally, ensure the continued effectiveness of the Bury System Partnership, including by creating a partnership of trust and common purpose between the parties and between the Bury Health, Care and Well-being Partnership and its stakeholders.
- 3.1.17 Ensure that the Bury Health, Care and Well-being Partnership support partners to deliver their regulatory requirements through whatever means are required by such regulators or are determined by the Locality Board, including, to the extent relevant, integration with communications and accountability arrangements in place within the parties
- 3.1.18 Address any actual or potential conflicts of interests which arise for members of the Locality Board or within the Bury Health, Care and Wellbeing Partnership generally, in accordance with a protocol to be agreed between the parties (such protocol to be consistent with the parties' own arrangements in respect of declaration and conflicts of interests, and compliant with relevant statutory duties).
- 3.1.19 Oversee the implementation of, and ensure the parties' compliance with, this agreement and all other services contracts.
- 3.1.20 Review the governance arrangements for the Bury Health, Care and Wellbeing Partnership at least annually and ensuring compliance and alignment with the governance of legal entity partners.
- 3.1.21 Ensure consistent representation to the decision making arrangements of the ICS such that the GM ICS creates the conditions for rapid delivery of the system transformation described in the refreshed locality plan.

#### **4 Accountability**

- 4.1 The Locality Board is accountable to the each of the parties to the Locality Board. The Locality Board is also accountable to the GM Integrated Care System (GM ICS), through an accountability agreement, for the delivery of NHS standards and for the GM ICS budget that is part of the Integrated Fund. The Bury Locality Board is therefore accountable to the GM ICS Board, and there will be Bury System representation on the GM ICS Board.

- 4.2 The minutes of the Locality Board will be sent to the parties within 10 working days.
- 4.3 The minutes will be accompanied by a report on any matters which the chair considers to be material. It will also address any minimum content for such reports agreed by the parties.

## **5 Membership and Quoracy**

- 5.1 The Locality Board will have 15 voting members; 3 non-voting members and a number of officers will attend to advise as required. The voting members reflect senior clinical, political, managerial, and NHS non-executive leadership from across the Bury Health, Care, and Well Being partnership.

### **Voting Members**

#### **Political Representation (3)**

- Leader of the Council
- Executive Member of the Council Health and Wellbeing
- Executive Member of the Council for Children and Young People

#### **Non-Executive NHS Leadership (3)**

- Independent Chair of the Integrated Delivery Collaborative Board
- Non-Executive Director from an NHS provider (tbc)
- Non-Executive Director of GM ICS (a representative CCG Non Executive in the interim)

#### **Clinical Representation (4)**

- TBC

#### **Managerial Leadership (5)**

- The Chief Executive of the Local Authority/Place Based Lead for the GM ICS (subject to agreement that these roles are one and the same).
- Strategic Finance Group Chair – Joint Exec Director of Finance (S151 officer of the Council )
- Chief Officer NCA -Bury Care Org.
- Representative (tbc) Pennine Care NHS Foundation Trust
- Representative (tbc) Manchester Foundation Trust

### **Non-Voting Members**

#### **Routinely attending (6)**

- Chair of Bury VCFA
- Chair of Bury Healthwatch
- Executive Director of Health and Care – Bury Council
- Chief Operating Officer – IDCB
- NCA group wide Executive
- Representative NHS provider finance rep

#### **In attendance as required (4)**

- Director of Childrens Services
- Director of Adult services

- Director of Public Health
- 5.2 Other Persons may attend the Locality Board as agreed by the Board. This will include the Chair of each of the System Enabling Groups – the Strategic Estates Group, the Workforce Group, and Digital Transformation Group, and others.
  - 5.3 The Locality Board will be quorate if two thirds of its voting members (10) are present, subject to the members present being able to represent the views and decisions of the parties who are not present at any meeting. Where a member cannot attend a meeting, the member can nominate a named deputy to attend. Deputies must be able to contribute and make decisions on behalf of the party that they are representing. Deputising arrangements must be agreed with the chair prior to the relevant meeting.
  - 5.4 The Locality Board will be chaired by the Leader of the Council, the Senior Clinical Leader from the Clinical Senate, Chairing of meetings will be on an alternate basis and/or in the absence of one of the named chairs.

## **6. Representation of the Bury Locality Board on the GM ICS Board**

- 6.1 To be confirmed

## **7. Conduct of business**

- 7.1 Meetings will be held *on a Monthly Basis*.
- 7.2 The agenda will be developed in discussion with the Chair. Circulation of the meeting agenda and papers via email will take place 5 working days 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 meeting administrators who will confirm this with the chair accordingly.
- 7.3 In line with statutory requirements and 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.
- 7.4 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 will be as valid as any taken at a quorate meeting but will be reported for information to, and will be recorded in the minutes of, the next meeting.

## **8. Decision making and voting**

- 8.1 The Locality Board will aim to achieve consensus for all decisions of the parties. It is not intended that the Locality Board will seek to 'outvote' one partner to the board. Any decision of the board needs to be supported by the governance of each organisation. In the event of one or more partners disagreeing with a decision following consideration within the organisation it is expected further dialogue and discussion will take place at the Locality Board.
- 8.2 To promote efficient decision making at meetings of the Locality Board it will develop and approve detailed arrangements through which proposals on any matter will be

developed and considered by the parties with the aim of reaching a consensus. These arrangements will address circumstances in which one or more parties decide not to adopt a decision reached by the other parties.

## **9. Conflicts of interests**

- 9.1 The members of the Locality Board must refrain from actions that are likely to create any actual or perceived conflicts of interests.
- 9.2 The Locality Board will develop and approve a protocol for addressing actual or potential conflicts of interests among its members (and those of the Bury Integrated Delivery Collaborative). The protocol will at least include arrangements in respect of declaration of interests and the means by which they will be addressed. It will be consistent with the parties' own arrangements in respect of conflicts of interests, and any relevant statutory duties.

## **10. Confidentiality**

- 10.1 Information obtained during the business of the Locality 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).
- 10.2 Members of the Locality Board are expected to protect and maintain as confidential any privileged or sensitive information divulged during the work of the Bury System Partnership. 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.
- 10.3 Given that some LA decision making will go through the Board the provisions of the Local Government Access to Information legislation will apply.

## **11. Support**

- 11.1 Governance/administrative support to the Locality Board will be provided as agreed by the Partnership.
- 11.2 The programme structure and supporting work groups will be developed and agreed as part of the Locality Board work plan.

## **12. Review**

- 12.1 These Locality Board terms of reference will be formally reviewed annually and in the first instance in January 2022 and again in April 2022.