**ICS DIGITAL CONSORTIUM BOARD**

**Terms of Reference**

Defined terms in these Terms of Reference have the meaning given to them in the ICS Digital Consortium Agreement (**“the Agreement”**) unless otherwise stated.

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| Name of Group | ICS Digital Consortium Board |
| Constitution of Group: | The ICS Digital Consortium Board (the Board) has been established by the Member Organisations through the Consortium Agreement, to act in accordance with these Board Terms of Reference. |
| Accountable To: | Regional Digital Members Forum  The Board is accountable to the MF for the fulfilment of its role as set out in the Consortium Agreement and these Terms of Reference.  Member Organisation representatives of the MF are accountable to their organisations |
| Primary Purposes: | Through the Agreement the Member Organisations have authorised the ICS Digital Consortium Board to carry out the day to day activities required to deliver the Business Plan and the Annual Budgets approved by the MF and to support the operation of the ICS Consortium. The primary purposes of the ICS Digital Consortium Board are therefore:   * To oversee the development and delivery of the Business Plan as agreed by the Regional Digital Members Forum, in accordance with the Annual Budgets set by the MF. * To support the MF in its decision-making by providing reports and recommendations. * To liaise with the ICS Management Group, the Digital Strategy Group and the Digital Delivery Group. * To manage the day to day activities of the Support Services Provider. |
| Board Members: | The members of the Board (**Board Members**) will be recommended by the ICS Management Group for approval by the MF.  The Board Members recommended by the ICS Management Group and approved by the MF will fall in to the categories as detailed in appendix 1. The MF may approve one person to represent more than one category.  Each Board Member shall be appointed by the MF for a term of three years and, subject to compliance with any rules or requirements put into place, shall be eligible for reappointment thereafter. A Board Member may be removed during their term of office by the MF, acting in accordance with the Forum Terms of Reference.  Members are expected to nominate a deputy to attend in their absence and to inform the Chair prior to any meeting if a deputy will be attending.  It shall be the responsibility of the Chair, with the support of the Support Services Provider, to maintain a list of Board Members, any deputies who have attended in their place, and their contact details.  Board Members will ensure that they are appropriately briefed to discuss the issues outlined in the agenda for the relevant Board meeting.  If a Board Member is unable to attend and a deputy is unable to attend in their place, they must notify the Chair in advance of the relevant meeting. |
| In attendance (non-voting): | * Project Team Chairpersons for each of the Digital Services set out in the Business Plan. * A representative from the Support Services Provider, who manages the day to day delivery of the Support Services |
| Remit: | In accordance with the Agreement and these Board Terms of Reference:   1. Develop a Digital Investment Pipeline that prioritises initiatives in line with the regional priorities and NENC Digital Strategy; ensuring that they are suitably resourced with appropriate delivery mechanisms and leads; and agree the prioritisation of work where conflicts arise. 2. Prepare reports, recommendations and proposals for the MF including:  * draft Business Plans, * draft Annual Budgets * draft Budget Reconciliations * twice yearly reports to the MF  1. Reports and recommendations to the MF on potential new Member Organisations. 2. Reports and recommendations to the MF on removing existing Member Organisations 3. Issue notices, arrange payments and calculate sums due to and from the Consortium where authorised to do so by the MF or under the Consortium Agreement. 4. Maintain a record of the designated contacts provided by Member Organisations and a register of Third Party Contacts. Maintain appropriate records for the Consortium such as minutes of MF meetings and Board meetings. 5. Manage the delivery of the Digital Services, including the commissioning of any services and project initiation, and ensuring this complies with the Business Plan. This includes managing and reporting on compliance with procurement and competition law rules.    1. The Board shall be responsible for ensuring that the value of any Digital Services delivered to a third party organisation by: (i) a Member Organisation outside of the scope of the Consortium Agreement; or (ii) the Member Organisations in accordance with the terms of the Consortium Agreement, does not equal or exceed twenty percent (20%) of the value of the Digital Services, in order to ensure compliance with Regulation 12(7) of the Public Contracts Regulations 2015.    2. When considering which organisation(s) could or should provide the services necessary to deliver the Digital Services, the Board shall consider whether any Member Organisation can provide such services in-house. 6. Monitor and evaluate the delivery of the Digital Services to ensure compliance with the Annual Budgets and the Business Plan and any relevant service specifications, quality standards and key performance indicators. This includes monitoring the delivery of Third Party Contracts 7. Carry out end of project reviews and report findings to the MF and the Digital Strategy Group for onward reporting to the ICS Management Group 8. Liaise with the ICS Digital Delivery Group, the Digital Strategy Group and the ICS Management Group regarding the work of the Consortium, including by providing quarterly reports to the Digital Strategy Group for onward reporting to the ICS Management Group 9. Manage the delivery of the Support Services, including the collection and making of payments due under the Consortium Agreement. 10. Consider and aim to resolve any dispute referred to it under Clause 13 of the Consortium Agreement, and, if not resolved, refer the matter to the ICS Management Group. 11. Review, manage and escalate risks associated with the Digital Services, the Business Plan and/or the Annual Budget to the MF and the ICS Management Group. 12. Consider where any Member Organisation is not complying with any of its obligations under the Consortium Agreement, agree remedial action to be taken by the Member Organisation or make recommendations to the MF. 13. Manage the details of the Digital Services to be provided to Member Organisations in accordance with the Business Plan and Annual Budgets. 14. Discussing any proposals for the digital strategy group in advance escalating any issues with delivery to the Digital Strategy Group that could compromise the delivery of the digital strategy. |
| Frequency of meetings: | The ICS Digital Consortium Board shall meet monthly for the first three months after the Commencement Date with future frequency determined by the ICS Digital Consortium Board.  Board Members will be given 5 Working Days’ notice of meetings by the Chair. |
| Quorum: | The ICS Digital Consortium Board will be quorate if 75% of Board Members are present.  Business may be transacted through a teleconference or videoconference provided that all members present are able to hear all other parties and provided that an agenda has been issued in advance. |
| Decision-making | The Board shall function in accordance with the terms of the Consortium Agreement and these Terms of Reference.  Member Organisations have authorised the Board to develop various proposals including the draft Annual Budget and the draft Business Plan for approval by the MF. They have also authorised the Board to monitor and manage the delivery of the Digital Services to ensure that this is consistent with the Annual Budgets and the Business Plan approved by the MF. Therefore, the Board itself does not make policy or financial decisions but (a) provides information and recommendations that enables the MF to make decisions and (b) helps to ensure that the MF’s decisions are implemented.  The Board can approve business cases and agree contracts in line with the Business Plan and Annual Budget as agreed by the Members Forum.  **Quorate meetings**  When making decisions about how to carry out its role (for example when drafting the proposals for Annual Budgets and updating the Business Plan for MF approval), the Board will aim to operate by consensus so all Board Members agree with the approach taken. Where consensus cannot be reached, an approach will be adopted if 75% of the Board Members attending the meeting agree the recommendation.  **Inquorate meetings**  If the meeting is or becomes inquorate, it will be noted at the outset of the meeting that the meeting is inquorate (or at the time when it becomes inquorate) and that no decisions will be made. Informal notes will be made of discussions and recommendations.  **Other**  Business may be transacted through a teleconference or videoconference provided that all Board members present are able to hear all other parties and where an agenda has been issued in advance. |
| Chair: | The Chair will be recommended by the ICS Management Group and subject to approval by the MF.  The Chair of the Board will also chair the MF.  Board Members will appoint one of their number as a Deputy Chair at the first meeting of the Financial Year.  If neither the Chair or the Deputy Chair of the ICS Digital Consortium Board is present at a Board Meeting then the other Board Members present may choose an Acting Chair from their number acting by simple majority.  The Deputy Chair will chair meetings of the Board and the MF when the Chair is not available.  References to the Chair in these Terms of Reference should be read as references to the Deputy Chair if the Chair is not in attendance and to the Acting Chair if neither the Chair or Deputy Chair are in attendance.  The Chair will not act on behalf of his/her member organisation. A separate representative must attend the meeting and retain the voting right for that member organisation.  The Chair shall be responsible for ensuring that meetings are conducted in accordance with these Board Terms of Reference and the Consortium Agreement. The Chair’s decision on the application of these Board Terms of Reference and any other procedural issue regarding the conduct of Board meetings shall be final. |
| Reporting Mechanism: | The Board reports to the Regional Digital Members Forum. It will provide a summary report setting out progress against the Business Plan and the relevant Annual Budget twice a year, to inform the meetings of the MF.  The Board will also report quarterly to the Digital Strategy Group for onward reporting to the ICS Management Group on the activities of the ICS Consortium.  The Board will arrange for minutes of Board meetings to be taken and circulated to Board Members through the Support Services Provider. |
| Meeting Arrangements: | Standing agenda items are:   * Declarations of conflicts of Interest * Apologies for absence * Minutes of Previous Meeting / and update on actions agreed at previous meetings * Update on the delivery of the Digital Services * Update on the delivery of the Business Plan * Key issues and risks regarding the delivery of the Digital Services and the Business Plan within the Annual Budgets * Communications from and reports to the MF, ICS Management Group, Digital Strategy group, Digital Delivery Group and other stakeholders * Any Other Business * Date of Next Meeting   Board Members may request that an item be placed on the agenda for a meeting by making such a request to the Chair. The Chair may accept or decline such requests.  All meeting documentation will be finalised and distributed three Working Days in advance of the meeting. The Chair will determine whether any Board Member should not receive documentation on an agenda item due to a conflict of interest.  Draft minutes will be distributed a maximum of ten Working Days following the meeting.  Where it is necessary in light of urgent circumstances additional meetings may be called by the Chair, at the Chair’s discretion. |
| Support: | The Support Services Provider may provide support to the Board and carry out actions on behalf of the Board at the Board’s request, provided they fall within the Support Services.  The Support Services Provider may provide support to the Chair of the Board and carry out actions on behalf of the Chair at the Chair’s request, provided they fall within the Support Services |
| Notices: | The Chair can be notified by contacting the Programme Management Office, ICS Digital Support Team, NECS. It should be made clear that the communication is for the attention of the Chair of the Board.  The Board can contact the MF by contacting the Programme Management Office, ICS Digital Support Team, NECS. It should be made clear that the communication is for the attention of the MF. |
| Conflicts of Interest: | All Board Members shall declare any direct, indirect or perceived pecuniary or non-pecuniary interests, and any interest of their organisation that may not be known to other Member Organisations (e.g. an interest in delivering a digital service that is proposed to be incorporated into the Business Plan) in any matter coming before the MF to the Chair in accordance with NHS guidance and the Collaboration Principles. This should be done at the earliest opportunity and at the latest on receipt of the agenda outlining the items for the relevant meeting.  The Chair shall consider whether such interest requires the Board Member to withdraw from the meeting for that item of business, or whether the Board Member may remain in the meeting but must not participate in any decisions taken.  The Chair will also consider whether it is appropriate for the Board Member to receive papers (including agendas and minutes) relating to the item.  The declaration of interest and the Chair’s ruling will be minuted. |
| TOR Agreed: | These Board Terms of Reference come into effect on the Commencement Date |
| Review Date: | These Board Terms of Reference shall be reviewed annually and amended by the Member Organisations in accordance with the Forum Terms of Reference. |

Appendix 1

Membership

* Digital Strategy Group Chair.
* The Senior Responsible Officer for each of the Digital Services set out in the Business Plan.
* A senior executive from North East and North Cumbria Integrated Care Partnerships (ICP).
  + The four ICP representatives, one from each of:
    - North ICP
    - Central ICP
    - South ICP
    - North Cumbria

These Board Members should cover a mix of different types of organisation including individuals from both providers and commissioners, with a mix of executive roles.

* Director of Finance elected as the Finance lead for NENC Digital Strategy.
* A representative of the NENC Professional Advisory Group (PAG), who will act as Clinical Safety Officer for the Digital Services set out in the Business Plan.
* A representative from NHS North of England Care Support Group.
* NENC ICS Digital Care Programme Chief Digital Officer.
* A representative from Mental Health (This rep may be from an ICP rep)
* A representative from the Ambulance Sector (This rep may be from an ICP rep)
* A representative from the Academic Health Science Network for the North East and North Cumbria (AHSN NENC).
* A local authority representative from the GNCR ADASS Group.
* A representative from NHS England/NHS Improvement.