

Terms of Reference

Bradford Provider Alliance (BPA) – Integrated Management Board

Unless stated otherwise, definitions are as per the Strategic Partnering Agreement

Chair	<p>BPA Members shall agree and appoint a BPA Member to be the chair* of the BPA IMB, (the Chair).</p> <p>The BPA Members shall also agree and appoint a BPA Member to be the vice chair of the BPA IMB (the Vice Chair), who shall chair the BPA meetings in the absence of the Chair.</p> <p>*The Chair and Vice Chair will be rotated on a 6 month basis. The next rotation will commence from June 2019 until December 2019 inclusive.</p>
Management Lead	<p>The Director of Collaboration shall be the responsible Director for the BPA IMB.</p> <p>The PA to Director of Collaboration will provide administration to the BPA IMB.</p>
Frequency	<p>Monthly with additional meetings as and when required to enable timely decision making</p>
Accountable to	<p>BPA Member Organisations in line with the principle that the BPA is not a separate legal entity but a place for collaboration and discussion and that the individual members of the BPA are accountable to their respective BPA parties.</p>
Reporting to	<p>BHCPB on a regular basis on progress against all the relevant contributory programmes, to provide decision making, aligned to the vision.</p>
Reporting to this group	<p>1. BPA Work streams</p> <p>The BPA IMB will receive reports as required from its relevant contributory work streams responsible for managing the collaborative operation of the BPA and its work plan for the delivery of services aligned to the vision.</p>
Key Purpose	<ul style="list-style-type: none"> • Responsible for, working together as Providers of health and care to contribute to the Health and Care Partnership of Commissioners and Providers (HCP), as set out in the Bradford District and Craven Strategic Partnering Agreement (SPA) (dated [1] April 2019), in accordance with the SPA Principles in order to meet the SPA Vision and Objectives with a focus on the population of Bradford. • Through the BPA IMB to act as a collaborative Provider body that will ensure the engagement, alignment, development and refinement of service delivery to meet the Vision. • To operate as a forum for Providers to consider new opportunities for working together to innovate, explore, learn from each other and produce

	different ways of working to deliver the Vision.
Scope	<ul style="list-style-type: none"> • Interface between BPA partner organisations across the BPA Health and Care Economy • Collaborative Provider issues and initiatives impacting or having the potential to impact on the Bradford District and Craven Health and Care Plan (Happy Healthy at Home) • Provider interface between the Bradford District and Craven ‘place’ and the West Yorkshire and Harrogate Integrated Care System
Key Responsibilities	<ul style="list-style-type: none"> • Develop and strengthen relationships between Providers within the BPA to work collaboratively; • Establish and implement an annual BPA IMB work plan for collaborative provider contribution to sustainable and better care and support which is able to meet of needs of the population covered by the BPA; • Work within the terms of reference of the Group to deliver the objectives agreed and annual work plan; • Commit and align resources as required to support delivery of the BPA IMB work plan • Ensure collective provider oversight of the delivery of new and innovative care pathways to improve the health and social care for the population, within the agreed financial constraints; • Promote and encourage the BPA Organisations to deliver their respective roles in developing the HCP and designing care models; • Resolve provider specific strategic and directional issues between work streams, which need the input and agreement of senior stakeholders to ensure the progress of the Programmes; • Provide a forum for Providers of Health and Care to work through issues together which are impacting on delivery of the HCP Vision • Respond to requests from the HCP to provide a collaborative Provider view on risks, issues, and/or deliver and operationalise collective actions • Promote and encourage commitment to the SPA Vision, Principles, and Objectives (as set out in the SPA) amongst all the BPA Organisations which are party to the SPA; • Contribute to the development of the relationships between the HCPB and Community Partnerships; • Provide a forum for collaborative provider business case development and consideration prior to submission to HCPB; • Provide a forum for the agreement of key provider messages including work plan progress to be communicated to shared stakeholders; • Ensure the Provider organisation’s decision taking bodies are fully informed of the Provider Alliance work programme and delivery of its objectives, and to secure any necessary approvals in a timely fashion;
Status and authority of the group	The BPA IMB is established by the Parties (as defined under the Strategic Partnering Agreement (SPA), each of which remains a sovereign organisation, to provide a governance framework for the further development of collaborative working between the Parties in line with the Vision, Objectives and Principles of the SPA.

	<p>The BPA IMB is a collaborative forum and not legal entity or a decision making body, except where the member organisations of the alliance agree to delegate elements of their own decision making responsibility to the BPA. The BPA IMB will operate as a place for discussion of issues with the aim of reaching consensus between the Parties in the event of any delegated decision making responsibilities from the member organisations.</p> <p>The BPA IMB will function through engagement and discussion between its members.</p> <p>The decisions of the BPA IMB will, therefore, be the decisions of the individual Parties, the mechanism for which shall be authority delegated by the individual Parties to their representatives on the BPA.</p> <p>The Parties will delegate to their representative(s) on the BPA IMB such authority as is agreed to be necessary in order for the BPA to function effectively in discharging its responsibilities in these terms of reference.</p> <p>The Parties will ensure that each of their representatives has (any relevant) and equivalent delegated authority, which is in writing, agreed between the Parties and recognised to the extent necessary in the Parties respective schemes of delegation (or similar). The Parties will ensure that the BPA members understand the status of the BPA IMB and the limits of any authority delegated to them.</p>
<p>Membership</p>	<p>The BPA IMB will include the following core members:</p> <ul style="list-style-type: none"> • Bradford Care Alliance CIC Ltd • Bradford District Care NHS Foundation Trust • Bradford Teaching Hospitals NHS Foundation Trust • Bradford VCS Alliance Ltd • City of Bradford Metropolitan District Council • Local Care Direct • Bradford Care Association <p>Others may be invited to attend all or part of any meeting depending upon issues under discussion.</p> <p>It is important that members or their deputies commit to attending BPA IMB meetings. Where a member cannot attend a meeting, the member can nominate a named deputy to attend. Deputies must be able to contribute and make any delegated decisions on behalf of the member organisation they are representing.</p> <p>Any of the members may remove or replace their respective representative at any time subject to the consent of the other Members, such consent not to be unreasonably withheld or delayed.</p>

	<p>Unless otherwise agreed in writing by the BPA, any such appointment or removal will take effect upon service of a notice in writing by the relevant member to the rest of the members.</p>
Quorum	<p>The BPA IMB will be quorate if there is representation from 75% of members appointed from each Member Organisation, or their Deputy present (who has any required delegated authority). In the event not all partners are present, then approval for any decision by the partners who were not present will be sought by email.</p>
Decision making	<p>The BPA IMB is not legal entity or a decision making body, except where the member organisations of the alliance agree to delegate elements of their own decision making responsibility to the BPA IMB.</p> <p>The BPA IMB members will aim to achieve consensus wherever possible. Each BPA IMB Member (or his/her Deputy) will participate fully and have an equal say in any delegated decisions and will look to make consensus based decisions at the BPA IMB on a Best for Local Population basis.</p> <p>Any disputes between the members will be dealt with in accordance with the Dispute Resolution Process under the SPA.</p>
Conduct of business	<p>Meetings will primarily be face-to-face and members will be encouraged to attend in person through by agreement meetings may be held by telephone or video conference. Members of the BPA IMB may then participate (and count towards quorum) in a face-to-face meeting via telephone or video-conference.</p> <p>Circulation of the BPA IMB meeting agenda and papers via email will take place at least five working days prior to the meeting.</p> <p>In the event BPA IMB members wish to add an item to the agenda they must notify the Provider Collaboration Senior Lead who will confirm this with the Chair accordingly.</p> <p>The action notes of BPA IMB meetings will be sent to the respective Parties within 14 days of each meeting.</p> <p>The BPA IMB Members may regulate their proceedings as they see fit save as set out in these Terms of Reference.</p>
Conflicts of interest	<p>The members of the BPA must refrain from actions that are likely to create any actual or perceived conflicts of interests.</p> <p>BPA members must disclose all potential and actual conflicts of interest and ensure that such conflicts are managed in adherence with their organisation's conflict of interest policies and statutory duties.</p>

	If there is any conflict between these terms of reference and the SPA, the latter will prevail.
Support	<p>The PA to the Director of Collaboration will provide administrative support to:</p> <ul style="list-style-type: none"> • take action notes of the meetings and keep a record of matters arising and issues to be carried forward; and • maintain a register of interests of BPA IMB members. <p>The Provider Alliance Collaboration Senior Lead programme will support the writing of and quality assurance of papers for consideration by BPA and drafting and agreeing the agenda with the Chair</p>
Review period	To be reviewed annually. (With a six month review in October 2019 – linked to formal review of BD&C SPA)