

SCHEDULE 1 – GOVERNANCE

1 Joint Commissioning Board

1.1 The membership of the Joint Commissioning Board will include members of the Slough Clinical Commissioning Group (CCG) and Slough Borough Council as follows:

Voting Members

Chief Finance Officer - Slough CCG
Director of Strategy and Development - Slough CCG
Corporate Finance Partner - Slough Borough Council
Assistant Director Adult Social Care and Commissioning- Slough Borough Council

or a deputy to be notified to the other members in advance of any meeting;

In attendance

BCF Programme Manager Slough CCG
Policy Officer SBC
Commissioning Manager Slough CCG
Commissioning Manager SBC
Performance Manager SBC
Performance Manager Slough CCG
Older person's partnership board representative
Health Watch Representative
Acute Trust Representative
Public Health Representative
Foundation Trust Representative
Community Trust Representative
Patient Representation Group member
GP representative
Adult Social Care Manager

2 Role of Joint Commissioning Board

The Joint Commissioning Board shall:

- Provide strategic direction on the Better Care Fund programme;
- receive the financial and activity information;
- review the operation of this Agreement and performance manage the programme;
- agree such variations to this Agreement from time to time as it thinks fit;
- review and agree annually a risk assessment and a Performance Payment protocol;
- review and agree annually revised Schedules as necessary;
- request such protocols and guidance as it may consider necessary in order to enable the Pooled Fund Manager to approve expenditure from a Pooled Fund;

3 Joint Commissioning Board Support

The Joint Commissioning Board will be supported by officers from Partners from time to time.

4 Meetings

4.1 The Joint Commissioning Board will meet quarterly at a time to be agreed following receipt of each quarterly report of the Pooled Fund Manager.

4.2 The quorum for meetings of the Joint Commissioning Board shall be a minimum of four [two representatives from each of the Partners]. If the meeting is not quorate information can be received and discussion can take place but no decisions can be made.

4.3 Decisions of the Joint Commissioning Board shall be made unanimously by all the voting members. Where unanimity is not reached and there is disagreement between the voting members the commissioning body for the services or elements for agreement shall have discretion to take such action or inaction as it decides in accordance with its obligations under this agreement. If this is not possible the issue will be escalated to the Director of Wellbeing and the Chair of the CCG.

4.4 Where a member is not present and has not given prior written notification of its intended position on a matter to be discussed, then those present may not make or record commitments on behalf of that member in any way.

4.5 Minutes of all decisions shall be kept and copied to the Authorised Officers within 10 working days of every meeting.

4.6 Papers for the meeting are to be circulated 5 working days in advance

Delegated Authority

4.7 The Joint Commissioning Board is authorised within the limits of delegated authority for its members (which is received through their respective organisation's own financial scheme of delegation) to:

- authorise commitments which exceed or are reasonably likely to lead to exceed the contributions of the Partners to the aggregate contributions of the Partners to any Pooled Fund; and
- authorise a Lead Commissioner to enter into any contract for services necessary for the provision of Services under an Individual Scheme

5 Information and Reports

The Pooled Fund Manager shall supply to the Joint Commissioning Board on a quarterly basis the financial and activity information as required under the Agreement.

Partners will undertake an Annual Review and the provision of services within 3 months of the year end and provide this report to the Board.

6 Post-termination

The Joint Commissioning Board shall continue to operate in accordance with this Schedule following any termination of this Agreement but shall endeavour to ensure that the benefits of any contracts are received by the Partners in the same proportions as their respective contributions at that time.