

LEEDS PROVIDER PARTNERSHIP JOINT COMMITTEE

Terms of Reference

Version		[XX] clean
Implementation Date		[DATE]
Review Date		[DATE]
Approved By		The boards of Leeds Teaching Hospitals NHS Trust, Leeds & York Partnership NHS Foundation Trust, Leeds Community Healthcare NHS Trust and Leeds City Council (LCC)
Approval Date		[DATE]
REVISIONS		
Date	Reason for Change	Author
27.01.26	Version 1.0 – first draft	HD
11.05.26	Version 2.0 - updated formatting	BW

1. NAME OF COMMITTEE

1.1. The Leeds Provider Partnership Joint Committee ("LPPJC").

2. GENERAL

2.1. Capitalised terms have the meaning set out below:

"Agreement" the collaboration agreement for the LPP.

"Attendee" a person invited to attend a meeting of the LPPJC in accordance with paragraph 9.

"Board" for NHS Partners their board and for LCC.

"Chair" the chair of the LPPJC.

"Delegation" the terms of any delegation to the LPPJC as agreed by the relevant board(s) of the NHS Partner(s) and annexed to these Terms of Reference.

"ICB"	the NHS West Yorkshire Integrated Care Board, including any individual, organisation or committee to which its powers or responsibilities are delegated.
"Leeds ICB Place Committee"	the committee of the ICB established for the Leeds place.
"LPP"	the Leeds Provider Partnership as described in the Agreement.
"Member"	a member of the LPPJC listed in paragraph 8.1 and any deputy approved by the Chair under paragraph 10.1.
"NHS Partners"	Leeds Teaching Hospitals NHS Trust (LTHT), Leeds & York Partnership NHS Foundation Trust (LYPFT), Leeds Community Healthcare NHS Trust (LCH).
"Partners"	LTHT, LYPFT, LCH, and Leeds City Council (LCC).
"Purposes"	the purposes set out in paragraph 3.
"Shadow Period"	1 April 2026 – 31 March 2027.
"Work Plan"	the rolling plan of work to be carried out by the LPPJC over a 12-month period (or such longer period as may be agreed by the Partners). For the avoidance of doubt, the Work Plan does not form part of these Terms of Reference.

2.2. All references to legislation are to that legislation as updated from time to time.

3. PURPOSES

3.1. The LPPJC has been established to further strengthen collaborative working between the Partners and the LPP, with the ultimate aim of enabling the LPP to move to a single contract with the ICB via a host statutory Provider or equivalent (to be determined through the shadow year), with a whole population budget for in-scope ICB-commissioned services from April 2027. Over time, partners will agree further budgets to be in scope.

- 3.2. This approach recognises the policy shift in the 10 Year Health Plan with regards to the introduction of neighbourhood health and the evolution of the ICB to become a strategic commissioner.
- 3.3. Separately, the Partners and other providers in the wider system have entered into the Agreement in order to document the terms of their collaboration.

4. CONTEXT

- 4.1. The LPPJC will operate in 'shadow' form during the Shadow Period, alongside the Leeds ICB Place Committee which will continue to operate until 1 April 2027. During the Shadow Period, the LPPJC will operate in accordance with these Terms of Reference. The LPPJC will, during the Shadow Period, either make recommendations to the Leeds ICB Place Committee, or individual Members will take decisions on behalf of their organisations in line with their own individual delegated authority or be required to undertake their current organisational or sector governance processes with partners continuing to operate in accordance with their own governance arrangements. The Partners will review and update these Terms of Reference as required prior to the end of the Shadow Period when it is anticipated that the LPPJC will begin to take decisions on functions delegated to it by the NHS Partners.

5. SCOPE

- 5.1. The scope of the LPPJC is determined by the delegations made to the LPPJC by the NHS Partners. Delegations will be appended to these Terms of Reference. If there is any conflict between these Terms of Reference and a Delegation, the Delegation will prevail.
- 5.2. The NHS Partners will work towards there being consistency in the Delegations given by each of them to the LPPJC.
- 5.3. Where an NHS Partner decides to delegate for the first time or to amend or revoke a Delegation the NHS Partner shall ensure that the other Partners are aware and that the matter is brought to the attention of the Chair.
- 5.4. The Partners recognise that LCC may delegate functions to an NHS Provider under the NHS Bodies and Local Authorities Partnership Arrangements Regulations 2000, and that such delegated functions may, if permitted by LCC, be further delegated to the LPPJC. This will be developed and agreed through and post the shadow period and at this stage, nothing has been agreed.
- 5.5. Provided that being in scope furthers the Purposes, is lawful and in line with statutory guidance, any activity carried out by an NHS Partner can come within the scope of the LPPJC if the relevant NHS Partner

makes the necessary delegation. The key areas of work within the scope, as identified and agreed from time to time by the Partners, will be reflected in the LPPJC's Work Plan. The scope of the LPPJC will be initially focused on the following initial key areas, as set out below.

Joint exercising of some agreed NHS Partner responsibilities

- 5.6. Initial key area 1 is the joint exercise by the Partners of some agreed NHS Partner responsibilities so that these are all dealt with in one place in a timely and efficient manner. These would be mainly driven by the desire to do some things at 'scale' once, maximising the utilisation of resources, and generally strategic in nature. The NHS Partners will determine which responsibilities they wish to delegate to the LPPJC to enable the joint exercise of functions and joint decision-making. Such Delegations will be in the form of the template Delegation at Annex A to these Terms of Reference.
- 5.7. Further areas will be identified and included and updated through the shadow period.

6. DECISION MAKING

- 6.1. During the Shadow Period, where a Member has individual delegated authority from their organisation or sector to take decisions, they may take decisions on behalf of their organisation or sector while sitting on the LPPJC. Other Members of the LPPJC cannot require a Member to exercise their individual delegated authority in a particular way. Where the Member does not have delegated authority from their organisation or sector to take a decision then that decision will need to be referred back to the relevant organisation or sector board for determination unless it has been delegated to the LPPJC as outlined below.
- 6.2. The LPPJC shall aim to make decisions by consensus during the Shadow Period.
- 6.3. When making decisions formally delegated to it by the NHS Partners in accordance with paragraph 5:
- 6.3.1. the LPPJC shall aim to make decisions by consensus. Where consensus cannot be reached decisions of the LPPJC may be made by majority vote at the discretion of the Chair.
 - 6.3.2. each Member has one vote save that:
 - 6.3.2.1. where any Member (excluding the Chair) holds more than one of the positions listed under paragraph 8.1, they shall have a number of votes equal to the number of positions held; and
 - 6.3.2.2. in the event of a tie the Chair shall have an additional casting vote.
- 6.4. Decisions of the LPPJC, including those taken by majority, shall be binding on those NHS Members that have a relevant Delegation in place.

7. REPORTING ARRANGEMENTS

7.1. Subject to paragraph 7.2:

7.1.1. LPPJC Members shall be responsible for ensuring that appropriate reporting is made to the Board of the Partner(s) they are from and that feedback from such Partner(s) is fed through to the LPPJC.

7.1.2. the LPPJC shall submit its draft minutes to each Partner Board and publish its approved minutes (redacted where appropriate) on each NHS Partner's website and the website of the LPP.

7.2. Where there is a Delegation in place and that Delegation specifies alternative reporting arrangements to those set out at paragraph 7.1 or 7.1.2, the arrangements set out in the Delegation shall apply instead of that paragraph.

7.3. The LPPJC shall provide an annual report to Partners, the LPP and the WY ICB Board.

7.4. If the LPPJC sets up a working group, the LPPJC will set out how that working group will report to it and who needs to be represented. The LPPJC shall ensure that the work of such working groups is reflected in its minutes.

8. MEMBERSHIP

8.1. As the LPPJC is focused on partnership working, it will include Members nominated by each Partner through whatever process the partners deemed appropriate. If a deputy is required to attend, they would hold the same role as the Member they are deputising for.

8.2. The Members of LPPJC are:

8.2.1. LCH/LYPFT CEO

8.2.2. LTHT CEO

8.2.3. LCC CEO

8.2.4. General Practice Representative GPPC

8.2.5. VCS representative

8.3. Additional members can be coopted onto the LPPJC by agreement by the existing LPPJC members agreeing formally and minuting.

8.4. Decisions are taken as set out in paragraph 6.

9. ATTENDEES BY INVITATION

9.1. The Chair may invite Attendees to LPPJC meetings to provide information or be involved in discussion as the Chair considers appropriate. Such Attendees do not have to come from Partners, do not have a vote and do not count towards the quorum. However, they should declare any conflict of interest in accordance with paragraph 16. This list is not exhaustive, but Attendees could include representatives from:

- 9.1.1. ICB representative
- 9.1.2. System Finance representative
- 9.1.3. Digital/data representative
- 9.1.4. Workforce and OD representative
- 9.1.5. Quality, Clinical and Professional representative
- 9.1.6. Public health representative
- 9.1.7. Patient/service user voice
- 9.1.8. Comms, engagement and marketing representative

9.2. The Partners agree to make any of their officers involved in delivery of the Work Plan available to attend the LPPJC as requested.

10. DEPUTISING ARRANGEMENTS

- 10.1. With the permission of the Chair, Members may nominate a deputy to attend a meeting that they are unable to attend. The deputy shall be treated as if they were a Member. They shall be entitled to speak, vote and count towards the quorum as if they were a Member. The decision of the Chair regarding authorisation of nominated deputies is final. Such nominations should usually be received by the Chair five working days before the date of the meetings and should always include a short explanation as to why the nomination of a deputy is necessary.
- 10.2. The nominated deputy must ensure that they understand the role of their Partner in the LPPJC including the extent of any Delegation from their Partner.

11. CHAIR

- 11.1. The Chair of LPPJC in the shadow year shall be appointed on a rotating basis from among all the signatories to this agreement. The rotation schedule shall be agreed by the Partners from the first shadow meeting. Through the shadow period, the LPPJC will agree what chairing arrangements will be in place following the shadow period. This will include: how the chair is appointed; length of term and role. The role

of the Chair on the LPPJC shall be to chair the meetings, manage conflicts of interest and carry out any other role allocated to the Chair in these Terms of Reference; and to participate in the discussion and decision making of the LPPJC.

11.2. The decision of the Chair on any point regarding the conduct of the LPPJC shall be final. If the Chair is not in attendance, then reference to Chair in these Terms of Reference shall be to the chair of the meeting for the time being.

11.3. If the Chair is not available, then, in planned circumstances the Chair will nominate a deputy from the Members due to be in attendance. In unplanned circumstances the Members of the LPPJC will agree the selection of a chair for that meeting. In either case, the nominated deputy Chair needs to arrange for a suitable deputy for their role.

12. QUORACY

12.1. As a minimum, the following people or their authorised deputy must be in attendance for the LPPJC to be quorate:

12.1.1. LCH/LYPFT CEO

12.1.2. LTHT CEO

12.1.3. LCC CEO

12.1.4. General Practice Representative GPPC

12.1.5. VCS representative

12.2. Members and Attendees may participate in meetings by telephone, video or by other electronic means where they are available and with the prior agreement of the Chair. Participation by any of these means shall be deemed to constitute presence in person at the meeting provided all Members are able to hear and speak to one another.

13. FREQUENCY OF MEETINGS

13.1. The LPPJC will convene on a quarterly basis in private during the Shadow year.

13.2. The Chair may call an additional meeting at any time by giving not less than 14 calendar days' notice in writing to Members.

13.3. Three of the Members may request the Chair to convene a meeting by notice in writing, specifying the matters which they wish to be considered at the meeting. If the Chair refuses, or fails, to call a meeting

within 7 calendar days of such a request being presented, the Members signing the requisition may call a meeting by giving not less than 14 calendar days' notice in writing to all other Members specifying the matters to be considered at the meeting.

13.4. In emergency situations the Chair may call a meeting with 2 days' notice by setting out the reason for the urgency and the decision to be taken to Members in writing.

13.5. Between the formal meetings, the LPPJC may meet for development sessions. Formal decisions will not be taken in these meetings, nor will they operate under the same quoracy conditions.

14. DECLARATION OF INTEREST

14.1. A Register of Interests and Potential Conflicts will be completed by all members and kept up to date. If any of the Members or Attendees has an interest, financial or otherwise, in any matter and is due to be present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible after the agenda for the meeting has been circulated and at the start of the meeting and act in accordance with their own organisation's conflicts of interests policy.

14.2. The Chair of the meeting will determine how a conflict of interest should be managed. The Chair of the meeting may require the individual to withdraw from the meeting or part of it. The individual must comply with these arrangements, which must be recorded in the minutes of the meeting.

15. SUPPORT TO THE LPPJC

15.1. The LPPJC will initially be provided support by the Member organisations. This will include:

15.1.1. preparing the agenda for agreement by the Chair and collating and circulating papers to Members and, where appropriate, Attendees. Unless otherwise agreed by the Chair, the agenda and papers (to include details of decisions to be taken) will be circulated not less than five working days before the meeting;

15.1.2. liaising with Attendees invited to LPPJC meetings under paragraph 9.1;

15.1.3. drafting minutes including a record of any votes held and an updated version of the Work Plan for approval by the Chair within five working days of any LPPJC meeting. Distributing approved minutes (including updated Work Plan) to all Members and, where appropriate, Attendees within 10 working days of Chair's approval;

15.1.4. maintaining an on-going list of actions, specifying which Members are responsible, due dates and keeping track of these actions;

15.1.5. publicising LPPJC meetings, minutes, and associated documents as appropriate;

15.1.6. providing such other support as the Chair requests, for example advice on the handling of conflicts of interest.

15.1.7. Formal records will need to be retained. The time period will be determined by longest time period set by Records Management Policy (Corp Records) on the Member organisations.

16. AUTHORITY

16.1. The LPPJC is authorised to investigate any activity within its Terms of Reference. It is authorised to seek any information it requires within its remit, from any officer of a Partner. The Partners shall ensure that their officers co-operate fully and promptly with any such request made by the LPPJC.

16.2. The LPPJC is authorised to commission any reports or surveys it deems necessary to help it fulfil its obligations provided it ensures that full funding is available within agreed budgets.

16.3. The LPPJC is authorised to obtain legal or other independent professional advice and secure the attendance of advisors with relevant expertise if it considers this is necessary provided it ensures that full funding is available within agreed budgets.

16.4. The LPPJC is authorised to create sub-committees or working groups as are necessary to achieve the Purposes. The LPPJC is accountable for the work of any such group. Unless otherwise specified in a Delegation, the LPPJC will not delegate decision making to such a sub-committee or working group.

17. CONDUCT OF THE LPPJC

17.1. Members of the LPPJC will abide by the 'Principles of Public Life' (The Nolan Principles) and the NHS Code of Conduct.

17.2. The LPPJC shall undertake an annual self-assessment of its own performance against the Work Plan and these Terms of Reference. This self-assessment shall form the basis of the annual report from the LPPJC to Partner Boards.

18. AMENDMENTS

18.1. These Terms of Reference may only be changed by resolution of each of the Partner Boards.

18.2. Any changes shall only take effect upon all Partner Boards agreeing the change to the Terms of Reference or on such date as all Partner Boards agree, whichever is the later.

19. REVIEW DATE

19.1. These Terms of Reference will be reviewed 6 months from the date of commencement, and then annually thereafter.

20. DATE APPROVED

20.1. [TBC]

DRAFT

ANNEX A

Template Delegation

To be used by any NHS Partner wishing to delegate to the LPPJC

1. CONTEXT AND RATIONALE

1.1. [INSERT]

[Drafting note: Please add and explain as necessary. For example, this delegation may be part of a larger project, a series of connected delegations or it may be made in furtherance of a broader strategy or project already being considered by the LPPJC and at the LPPJC's suggestion. Please explain why the Board considers these matters will be best delivered at LPPJC level, taking account matters such as further alignment of the Partners or to maximise efficiencies of a particular nature.]

2. DELEGATION

2.1. In accordance with the Standing Orders, Scheme of Reservation and Delegation and Standing Financial Instructions of [name of NHS Partner] and pursuant to its statutory powers under section 65Z5 and 65Z6 of the NHS Act 2006, the Board of [NHS Partner] hereby resolves that:

2.1.1. [INSERT]

[Drafting note: Please set out here in detail the specific matters to be delegated including any particular decisions that may be taken.]

(the **Delegated Functions**)

Together with the following ancillary functions:

2.1.2. [INSERT]

[Drafting note: Please set out here in detail any ancillary functions or matters that may be necessary to ensure the Delegated Functions are practicable, such as the power to approve a document on behalf of the NHS Partner on a specific matter.]

Shall be delegated to the Leeds Provider Partnership Joint Committee (**LPPJC**) with effect from [the date of this resolution/insert specific date] (the **Effective Date of Delegation**), subject to the limits set out below.

3. LIMITS

3.1. The LPPJC shall exercise the Delegated Functions in accordance with:

3.1.1. the Collaboration Agreement;

3.1.2. all applicable law and guidance and in line with good practice.

- 3.2. The LPPJC [may/may not] delegate [any/all] of the Delegated Functions [to [insert details as applicable e.g. a sub-committee of the LPPJC consisting solely of Members of the LPPJC]].
- 3.3. The LPPJC may only exercise the Delegated Functions where [insert].

[Drafting note: Please set out here in detail any limits or changes required to the LPPJC's Terms of Reference or way of working, e.g.:

- *only when certain individuals are present as part of the quorum of the LPPJC when making a decision on the Delegated Functions;*
- *special arrangements to enable a decision to be taken urgently, when it is not possible for the LPPJC to meet.]*

4. REPORTING

- 4.1. The LPPJC shall provide [a written report] to the [Board of [NHS Partner]] on a [monthly basis] through the [NHS Partner Member], providing [a summary of any decisions made by the LPPJC on the Delegated Functions and any progress against [insert details e.g. particular project/strategy of the NHS Partner]], together with relevant extracts from any minutes of decisions on the Delegated Functions taken at LPPJC meetings.
- 4.2. The [Board of [NHS Partner]] may require one or more Members of the LPPJC to attend a meeting of (or to answer questions from or provide information to) the [Board of [NHS Partner]].

5. ACCOUNTABILITY AND LIABILITY

- 5.1. Accountability and liability for the exercise of the Delegated Functions on behalf of the [NHS Partner] shall [set out detail of where accountability and liability lies].

Made on [date] at a [quorate meeting of the [NHS Partner name] Board held at [location]