

Appendix 1

Northern Ambulance Alliance Board (NAAB) Terms of Reference

1. Introduction

In order to progress a Northern Ambulance Alliance, and enable maximum benefit from it for patients, the Board of Directors [the Board] of each of the three NHS Ambulance Services has agreed to establish a Northern Ambulance Alliance Board (NAAB). The NAAB is a formal arrangement to enable increased collaboration, particularly on strategic issues. Further information on the rationale for this is set out in the related Case for Change.

2. Name

Northern Ambulance Alliance Board (NAAB).

3. Establishment

Each Board has agreed to establish and constitute the NAAB with these terms of reference.

4. Aims and Objectives

The NAAB aims to enable greater collaboration between the three ambulance services:

- To improve patient outcomes and the quality of patient care (e.g. through sharing best practice, reconfiguration of services, implementing new ways of working and implementing learning);
- To create a sustainable service (e.g. by improving resilience and responding in a better fashion to constraints such as the scarcity of specialist staff);
- To achieve greater financial stability (e.g. through reduced duplication and better use of existing resources across the sector).

5. Duties and Responsibilities

The NAAB will focus on agreed strategic issues that occur across the footprint of all three ambulance services and promote the best interests of patients. In doing so the NAAB will:

- a. Create a clear view of the potential futures within which the three services will operate collectively as an alliance;

- b. Agree on the important strategic decisions to be made and the criteria and constraints in making them, including agreeing which, if any, decisions will be binding on all members of the NAAB;
- c. Provide a clear mandate to the Strategic Executive as to which projects are approved and within what timelines.
- d. Develop, explore and evaluate collective strategic ideas and levers for change.

6. Accountabilities and reporting lines/governance structure

The NAAB will work within the existing structure of organisations and existing legal frameworks.

The principle of subsidiarity will be applied to the work programme of the NAAB; issues will be addressed at the most appropriate level of decision making. Each participating trust's substantive Board will ensure appropriate governance is in place, through their own Standing Orders/Standing Financial Instructions to allow delegated authority to the NAAB as circumstances permit.

Appendix A shows linkages with Trust Boards, Strategic Executive and work streams.

7. Decision Making

Decision making will follow a locked gateway process as set out in appendices B and C.

All issues given to the NAAB to discuss by the substantive Boards will require an initiation stage. Such issues will require support from a simple majority of the NAAB to proceed to the case for change stage and be added to the NAAB work plan. There will be one vote for each member Trust. For those issues that require commissioner support, consideration will be given at the initiation and case for change stage, to agree at which stage in the process commissioner support should be sought or required.

Issues to be decided by the NAAB will be categorised as either Category 1 or 2. Categories 1 and 2 are defined as follows:

- **Category 1** - issues where future decisions will be binding on all Trusts within the eligible constituency. The NAAB will agree a list of issues which require unanimous approval of all participating Trusts.
- **Category 2** - issues on which any future decisions will not be binding on all Trusts.

The eligible constituency is those Trusts for which the matter is material and would be required to implement the outcome of the NAAB collective decision making process. Issues will be categorized as Category 1 based on the application of agreed criteria (to

be agreed by the NAAB) and likely to focus on proposals that necessarily can only gain maximum benefit by standardization across all three services.

Categorization will be assessed through, and proposed as part of, the case for change.

Category 1 Issues

The application of the locked gateway decision making process will be applied to category 1 issues as set out in detail at appendix B.

Each participating Trust's Board of Directors will review and approve all NAAB schemes through their respective approvals process(es), in line with the Scheme of Delegation in their Standing Orders/Standing Financial Instructions and in compliance with their Quality Impact Assessment criterion and process(es).

The eligible constituency will be defined through the case for change. The eligible constituency will be re-defined at each stage as impacts on the affected Trusts become clear.

Only Trusts belonging to the eligible constituency will be able to vote at the decision gateways.

Voting at each gateway will be noted by the Chair and recorded in the minutes of the meeting. Thresholds for a decision to be carried will be applied as set out in appendix B. .

Category 2 Issues

The application of the locked gateway decision making process will be applied to category 2 issues as set out in detail at appendix C.

Organisations will decide to participate and therefore become a member of the eligible constituency following the case for change. The eligible constituency will be re-defined at each stage as the affected Trusts become clear.

Once an organization has committed to participate following the case for change, they cannot withdraw at a later stage.

Only Trusts belonging to the eligible constituency will be able to vote at the decision gateways.

Voting at each gateway will be noted by the Chair and recorded in the minutes of the meeting.. Thresholds for a decision to be carried will be applied as set out in appendix C.

Items/papers submitted to the NAAB will make explicit whether they relate to Category 1 or 2 issues.

8. Membership

Membership of the NAAB shall comprise the Chair and Chief Executive of each of the participating Trusts.

Each member must designate a deputy. The deputy must be a Non-Executive Director or Executive Director, as appropriate, of the member Trust Board with voting rights.

There will be no non-voting members of the NAAB.

9. Chair

The NAAB will be chaired by each of the three service Trust Board Chairs on rotation on a two year cycle.

The Vice Chair will be each of the three service Trust Chief Executives on rotation on a two year cycle out of sequence to the Chair [so that the Chair and CEO of the same organisation will never be the Chair and Vice Chair at the same time for the NAAB]. The Vice Chair will also Chair the Strategic Executive.

10. Meetings

The NAAB shall meet quarterly, or at such times as the Chair may direct on giving reasonable written notice to members. Meetings will be scheduled to ensure that they do not conflict with Trust Board meetings and are synchronized so that NAAB members can properly engage their organisations ahead of NAAB meetings.

The meetings should take place at a venue acceptable to all three trusts and be supported for administration, minute taking and governance by the Corporate Secretary of the incumbent Chief Executive's host service who may, as agreed by NAAB, be supported by additional resource as appropriate.

On occasion it may be necessary to arrange extraordinary meetings at short notice. In these circumstances the Chair will give as much notice as possible to members of a time and place for such meeting.

Meetings of the NAAB shall not be open to the public or others, although individuals may be asked to attend for specific briefing on individual cases.

The Chair shall make a statement for all three service Trust Board annual reports about its activities, including the frequency of and attendance by members at NAAB meetings.

11. Costs and support functions

Costs incurred by and provision of support functions to the NAAB will be borne by the host Chair Trust and reimbursed at year end by all Trusts equally unless there are

material grounds (agreed in advance by all members) to allocate specific costs on a different basis. Examples of costs likely to be incurred include the cost of any legal fees for advice to the NAAB and the costs of providing logistical support to the meetings.

12. Quorum

The quorum for a meeting of the NAAB shall be:

- **For a meeting at which a Category 1 decision will be made**, all of the voting members of the NAAB (or their designated deputies) must be in attendance or able to participate virtually by using video, telephone, web link or other live and uninterrupted conferencing facilities. There will be one vote available per Trust and decisions must be unanimously carried, i.e. 3 of 3 votes.
- **For a meeting at which a Category 2 decision will be made**, at least one voting member from each Trust (or their designated deputy) are required to be in attendance or able to participate virtually by using video, telephone, web link or other live and uninterrupted conferencing facilities. There will be one vote available per Trust and decisions will be made on a majority vote, i.e. 2 of 3 votes.

13. Attendees

The NAAB can request additional attendees at meetings to provide specialist advice or information and can call for the attendance of others, such as clinicians.

The Chair can permit other persons to attend NAAB meetings, including individuals or representatives of organisations who request to attend through their host NAAB members.

Any additional attendees shall not count towards the quorum or have the right to vote at meetings.

14. Conflict of interest

Members of the NAAB must declare to the Chair any real, potential or perceived conflicts of interest in matters that are considered by the NAAB. Interests should be declared before the relevant meeting or as soon as the potential conflict becomes apparent during the meeting. These interests should be recorded by the Chair. The Chair may require a member to withdraw from a particular decision, meeting or part of meeting as necessary.

The Chairperson of NAAB will maintain and publish a Register of Interests of NAAB Voting Members (including Deputies) that will be received by NAAB at least on an annual basis.

15. Dispute Resolution

Tier One – good faith negotiation

In the event of a dispute, there shall be a tiered escalation dispute resolution process, which can be triggered by one party or a group of affected parties.

Any party/parties may give to the Chair of the NAAB written notice of the dispute, setting out the identity of the parties who wish to dispute the decision and full particulars of the dispute. The NAAB shall meet within five working (5) days or able to participate virtually by using video, telephone, web link or other live and uninterrupted conferencing facilities and shall attempt in good faith to resolve the dispute, safeguarding the best interests of patients at all times.

If this fails to resolve the dispute then a process of binding arbitration will be initiated.

Tier Two – binding arbitration

An Independent Arbitrator will be sourced to lead and facilitate this process, and will be responsible for making the arbitration decision.

The party/parties bringing the dispute will provide a statement of their case, including details of the circumstances giving rise to the dispute, the reasons why it is entitled to the solution sought, and the evidence upon which it relies.

The Independent Arbitrator will identify individual(s) with the relevant experience and specialist expertise to help to resolve the dispute. These individuals should be acceptable to all parties, but the Independent Arbitrator will have ultimate authority to decide who the witnesses will be. The Independent Arbitrator will make their determination based on clinical or best practice evidence, where this is available, with an expectation that all parties wish to safeguard the best interests of patients in determining any outcome.

The other party/parties will respond to the statement of case, giving details of what is agreed and what is disputed in the statement of case and the reasons why.

The Independent Arbitrator shall have complete discretion as to how to conduct the arbitration, and will establish the procedure and timetable.

The Independent Arbitrator will produce a written decision with reasons in a period of time agreed with the Independent chair.

The decision of the Independent Arbitrator is final and binding.

16. Collective Responsibility

The NAAB will exercise collective responsibility. Once decisions are made members will have a responsibility to ensure achievement of the NAAB's objectives and delivery

of the work programme through the Strategic Executive. The Strategic Executive will be responsible for effectively communicating the action and allocating resources of NAAB member organisations to ensure delivery of the agreed actions.

Externally members will be expected to represent the NAAB's views and act as ambassadors.

17. Communications

Following each NAAB meeting a summary of actions and decisions is to be produced by the Corporate Secretary and be presented to each of the three Trust Boards at their next meeting.

An annual report will be formally presented and noted at the Boards of all member Trusts.

The Chair and Vice-Chair will be the public spokespersons for the NAAB.

18. Review of the performance and existence of the NAAB

The NAAB shall review its own performance from time to time and implement and/or recommend any necessary changes. These changes will be reported to members' Boards.

The existence of the NAAB will be reviewed annually alongside a review of its Terms of Reference, as change is happening quickly and the decision-making arrangements may need to change accordingly. Such review will include review of NAAB's purpose, strategy, plans and performance.

19. Termination of Membership

1. Termination: a Party may terminate this Agreement for its own convenience upon sixty (60) days written notice to the other Parties. Upon receipt of such written notice, the Chairman and Chief Executive of the Party submitting the notice will meet with the Chairman and Lead Chief Executive of the Northern Ambulance Alliance Board (NAAB) to discuss the reasons for the notice and to agree actions to mitigate any risks arising from that decision including any outstanding commitments of the terminating Party.

- 1.1 Post-Termination: in the event of termination of this Agreement, completion of the Party's outstanding obligations to customers under subcontracts, binding proposals, or other agreements shall be governed by the terms of the applicable subcontracts, proposals or agreements; provided, however, that any breaching Party shall be obligated to provide the non-breaching Party(ies), at the non-breaching Party(ies)'s option, commercially reasonable assistance and support necessary to (i) satisfy all outstanding services to be performed by the breaching Party(ies) under such subcontracts, accepted proposals, or agreements; or (ii) enable the non-breaching Party(ies) to provide any such outstanding services in-house or with the assistance of third parties. Upon termination of this

Agreement, each Party shall immediately cease use of the other Party's intellectual property. Upon termination of this Agreement, or at any time upon the other Party's request, each Party shall return to the other Party, or destroy, all materials and Confidential Information provided by the other Party. Neither Party shall make any public announcement regarding termination of this Agreement without the other Party(ies)'s prior written approval.

1.2 The terms of such termination will be recorded in writing and entered into the Minutes of the next meeting of the NAAB.

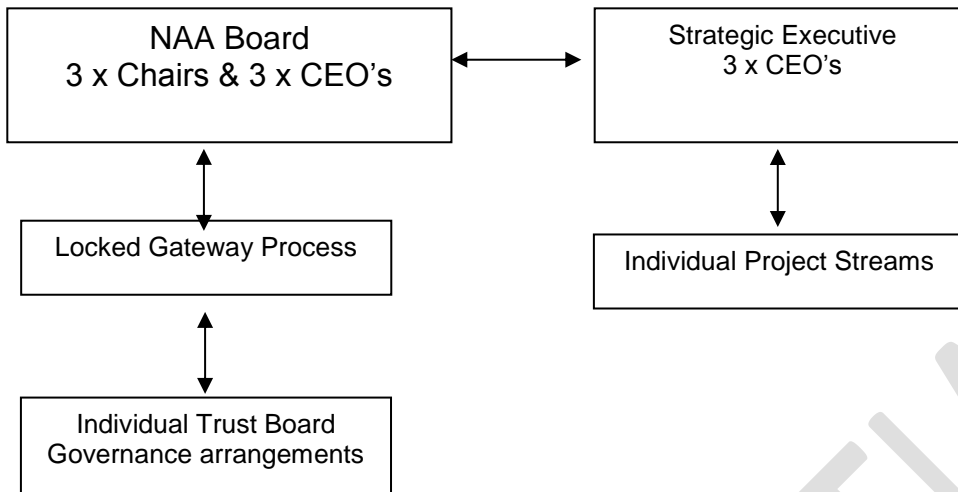
20. Review of the Terms of Reference

The Terms of Reference will be reviewed annually in conjunction with the wider review of the NAAB's purpose, strategy, plans and performance. The first review will take place once the NAAB arrangements have been tested in practice.

The NAAB has no other powers than those in the Terms of Reference.

Document name	Northern Ambulance Alliance Board (NAAB) Terms of Reference
Version	4.4 2.1
Responsible Committee	NAAB
Responsible Director	NAAB Lead Chairman
Document Owner (title)	NAAB Lead Chief Executive
Document Lead (title)	Corporate Secretary to Lead CEO
Approved By	NAAB Trust Boards: NEAS, NWAS, YAS
Date Approved	March 2017
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Equality Impact Assessed (EIA)	Yes (Screening)
Protective Marking	Not Protectively Marked
Material Changes	<ol style="list-style-type: none"> 1. Updated to Reflect Stage 1 & 2 Legal Advice 2. Termination of Membership added 3. Included in TOR annual review: review of NAAB's purpose, strategy, plans and performance

Appendix A – The NAAB Governance in context



Northern Ambulance Alliance Board - this group will be where final decisions are approved.

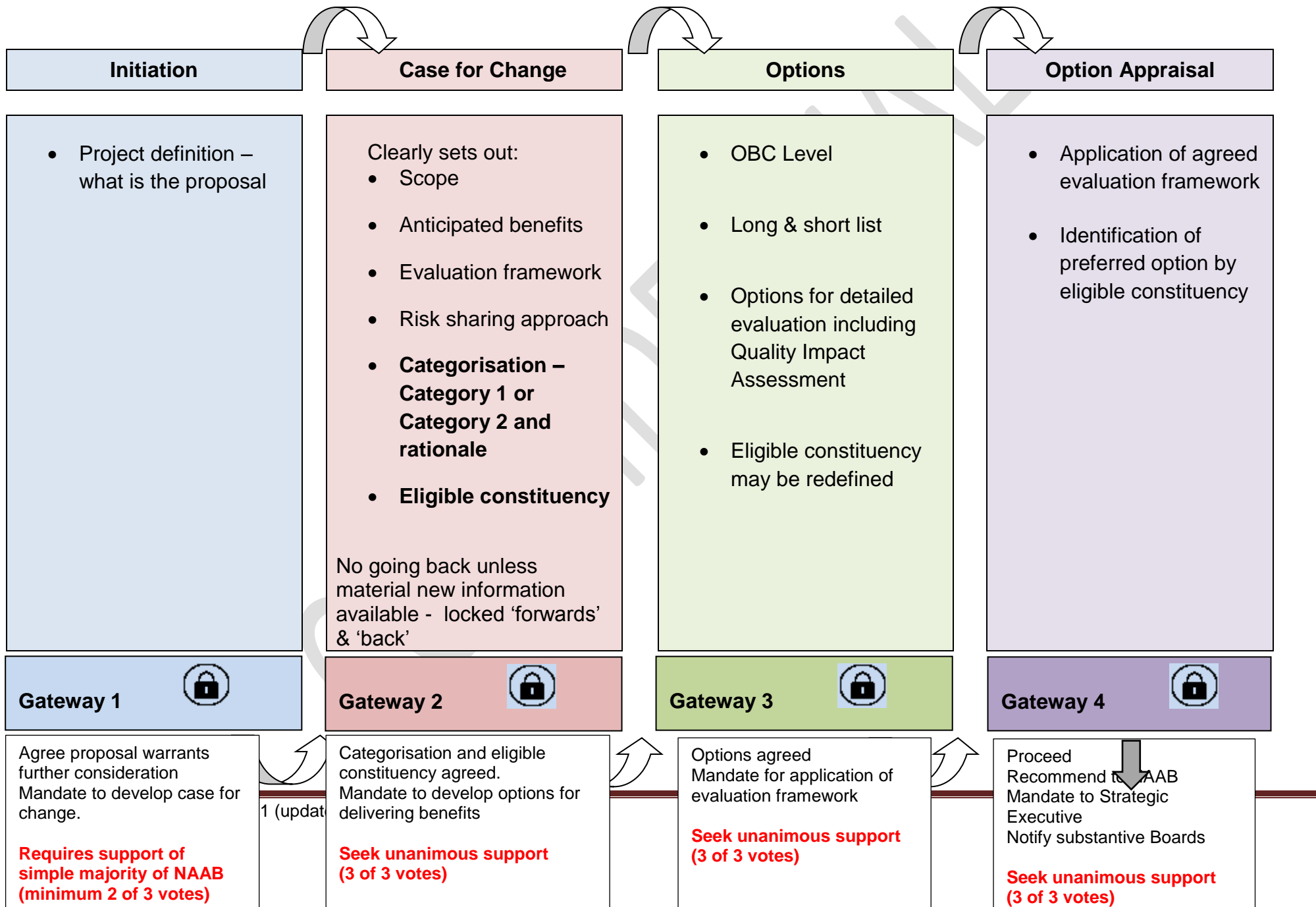
Strategic Executive – this group will be more focussed on operational implementation issues:

- Consist of the 3 Trust CEOs.
- Chaired by the CEO who is also the Vice-Chair of the NAAB.
- Will meet monthly and provide written report on progress of Projects to each NAAB meeting.
- The meetings should take place a venue acceptable to all three trusts and be supported for administration, minute taking and governance by the Corporate Secretary of the incumbent Chief Executive's host service who may, as agreed by NAAB, be supported by additional resource as appropriate.
- Core focus is to ensure project streams deliver on agreed project timelines and objectives through continual monitoring of progress and benefit realisation.
- To conduct implementation review upon completion/closure of each project for lessons learnt and any areas for change referred back to the NAAB.

Individual Project Streams – This will include representatives from all 3 services. They will be established on a task and finish basis. Likely to meet as determined by the timescale of the project.

Northern Ambulance Alliance Board Terms of Reference – Appendix B

“Locked Gateway” Decision-making Process for Category 1 Issues

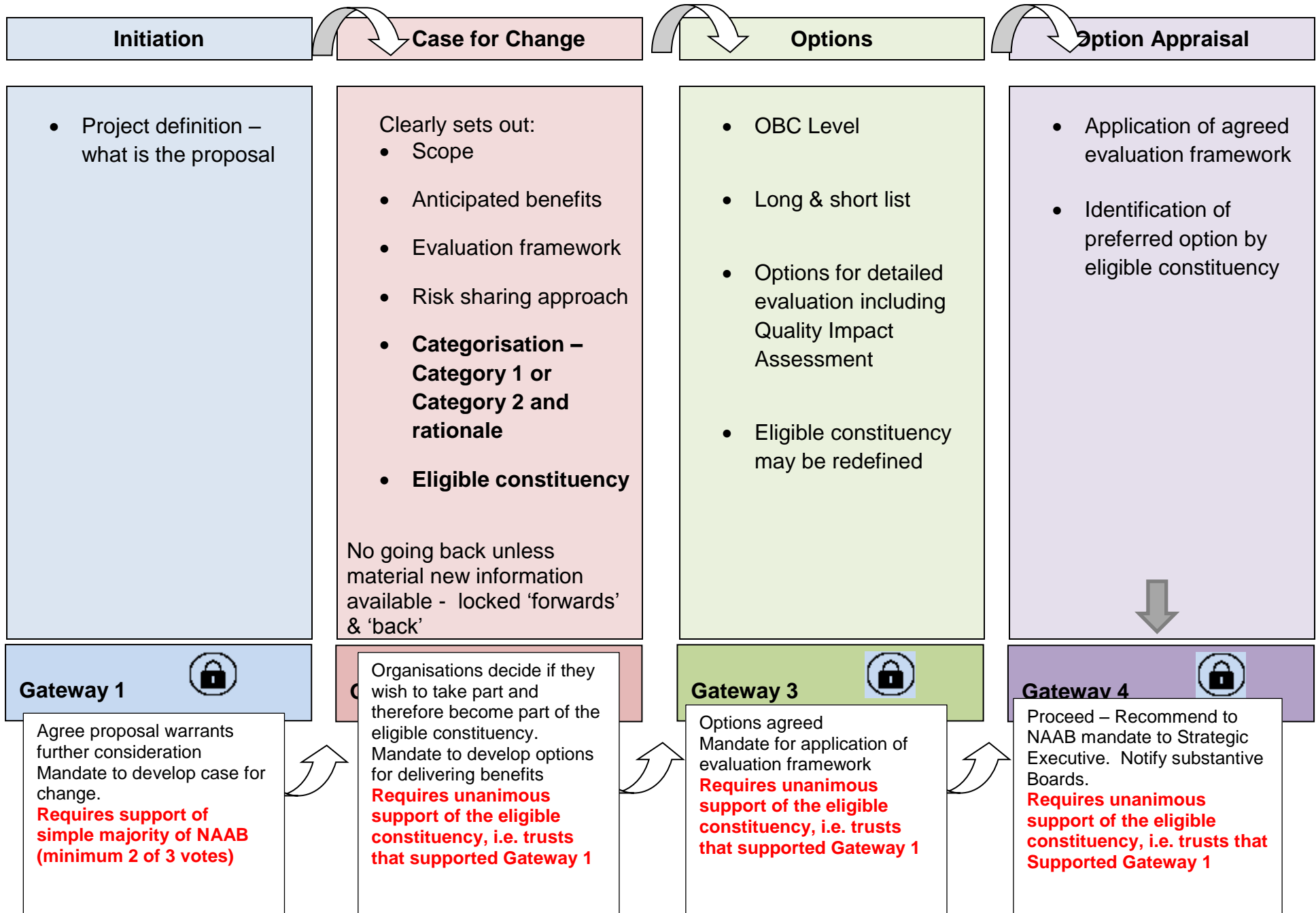


Notes:

1. Initiation – this is a description of the proposal. It contains sufficient information for the NAAB to decide if the proposal warrants development of a case for change. It would also include a proposal for the scale, nature and source of project resourcing and organisation. In some circumstances this would include identification of a lead or co-ordinating organisation. Project resourcing could include “in-kind” contributions.
2. Case for change – this adds further detail to the proposal. It defines the scope, anticipated benefits, risk sharing approach, **categorisation** and **eligible constituency**. It would also include identification of the evaluation framework to be used to assess options.
3. Options – this is the development of a range of detailed options for delivery of the benefits.
4. Option appraisal – application of the previously agreed evaluation framework.
5. If the process produced a clear **Preferred Option**, but one or more of the participating organisations refused to cooperate with implementation and benefits realisation, the agreement to enter into a Category 1 locked decision-making process would be abandoned.

Northern Ambulance Alliance Board Terms of Reference – Appendix C

“Locked Gateway” Decision-making Process for Category 2 Issues



Notes:

1. Initiation – this is a description of the proposal. It contains sufficient information for the NAAB to decide if the proposal warrants development of a case for change. It would also include a proposal for the scale, nature and source of project resourcing and organisation. In some circumstances this would include identification of a lead or co-ordinating organisation. Project resourcing could include “in-kind” contributions.
2. Case for change – this adds further detail to the proposal. It defines the scope, anticipated benefits, risk sharing approach, ***categorisation*** and ***eligible constituency***. It would also include identification of the evaluation framework to be used to assess options.
3. Options – this is the development of detailed options for delivery of the benefits.
4. Option appraisal – application of the previously agreed evaluation framework.
5. If the process produced a clear **Preferred Option**, but one or more of the participating organisations refused to cooperate with implementation and benefits realisation, there would need to be the potential for a consequence. The agreement to enter into a Category 2 locked decision-making process could be structured to be a contractual commitment with penalty provisions (e.g. meeting the abortive costs of the other parties).