

Rotherham Place Partnership Board	
Terms of Reference	
Version	1.3
Review Date	FINAL DRAFT for approval at June 2026 Place Board
Approved By	Rotherham Health and Wellbeing Board
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Versions			
Date	Version	Comments	Author
11 February 2026	1.1	The Terms of Reference for the Place Board as development in 2022 and refreshed in 2024 have been amended to reflect the change in role of the ICB. The first draft of those amended Terms of Reference will be received for comment at the Confidential Place Board on the 18 February 2026.	LG
30 March 2026	1.2	The Terms of Reference as received at Place Board in February updated to reflect the comments received.	LG
5 June 2026	1.3	The Terms of Reference as received at Place Board in May updated to reflect the comments received.	JM

1. Structure of these Terms of Reference

These terms of reference are divided into two sections:

Part 1: Background.

Part 2: Terms of reference for the Rotherham Place Board when carrying out Partnership Business

PART 1: BACKGROUND

1. The organisations referred to in these terms of reference are Partners in the Rotherham Place Partnership ("**Place Partnership**"). Representatives of the Partners have come together as the Rotherham Place Board ("**Place Board**") to enable the delivery of integrated population health and care services in Rotherham, as set out in more detail below. The Partners have entered into a Place Agreement setting out their commitment to delivery of the Rotherham vision, objectives, and principles (as documented in the Place Agreement).
 - The Place Board is responsible for aligning decisions on strategic policy matters made by Place Partners that are relevant to the achievement of the Rotherham Place Plan, in accordance with its terms of reference. Where applicable, the Place Board may also make recommendations on matters that it has been asked to consider on behalf of a constituent Partner in the Place Partnership. Where the Place Board has been asked to consider matters on behalf of a Partner, the Partner organisation remains responsible for the exercise of its functions and nothing that the Place Board does shall restrict or undermine that responsibility. This work is referred to as "**Partnership Business**".
2. As far as possible in accordance with their organisation's governance arrangements, the Partners that are statutory bodies will seek to exercise their respective statutory functions within the Place Board governance structure insofar as such functions relate to Partnership Business and are within the scope of these arrangements. This will be enabled:
 - For other Partners that are statutory bodies, through those organisations (at their discretion) granting delegated authority for decision making to specific individuals (for example a Place Board member) or to specific committees or other structures established by Partner organisations meeting as part of, or in parallel with, the Place Board.
3. For Partners that are not statutory bodies, it is expected that as far as possible the individuals attending meetings of the Place Board will be authorised to take the decisions under consideration on behalf of their organisation.
4. It is expected that in many cases any reserved statutory decisions taken by individuals on behalf of their statutory organisations, will be able to be conducted at meetings of the Place Board, as a result of individual Partner representatives exercising delegated authority. Other representatives of Partner organisations will be attendees at the Place Board at such times subject to the management of any conflicts of interest.
5. For decisions taken under these terms of reference, the aim will be to ensure that decisions reflect applicable national and local priority objectives and strategies and are taken in accordance with the collaborative principles for the Place Partnership.
6. Membership and attendance at the Place Board is set out in the table below which denotes the status of individual representatives in each case for ease of reference:

Nominated Representative	Organisation	Status for Partnership Business
Chief Executive	Rotherham Metropolitan Borough Council	Joint Chair/Member
Strategic Director, Adult Care, Housing and Public Health	Rotherham Metropolitan Borough Council	Member
Director of Public Health	Rotherham Metropolitan Borough Council	Member
Chief Executive	The Rotherham NHS Foundation Trust	Member
Managing Director	The Rotherham NHS Foundation Trust	Joint Chair/Member
Chief Executive	Voluntary Action Rotherham	Member
Chief Executive	Rotherham, Doncaster and South Humber NHS Foundation Trust	Joint Chair /Member
Deputy Director of Operations	Rotherham, Doncaster and South Humber NHS Foundation Trust	Member
Portfolio Director – Contract and Commissioning	NHS South Yorkshire Integrated Care Board	Joint Chair/Member
Medical Director	Connect Healthcare Rotherham CIC	Member
Primary Care Lead for Neighbourhood Working	Connect Healthcare Rotherham CIC	Joint Chair/Member
Director of Children's Services	Rotherham Metropolitan Borough Council	Participant
Chair	Rotherham Health and Wellbeing Board	Participant
Service Manager	Healthwatch Rotherham	Participant
Chief Executive Officer	Rotherham Hospice	Participant
Chief Operating Officer	Connect Healthcare Rotherham CIC	Participant

ROTHERHAM PLACE BOARD - TERMS OF REFERENCE FOR PARTNERSHIP BUSINESS

1	Name	The Rotherham Place Board (the “ Place Board ”).
2	General	Capitalised terms have the meaning set out below: “Chair” means the chair of the Place Board “Member” refers to a member of the Place Board as listed in paragraph 6 “Participant” refers to a participant of the Place Board as listed in paragraph 6 “Partner” refers to a partner organisation in the Place Partnership which is also a party to the Place Agreement “Partnership Business” has the meaning set out in Part 1 “Place Agreement” means the Place Agreement entered into by the Partners for the transformation and better integration of health and care services for the population of Rotherham “Place Board” means the Place Board as described in the Place Agreement “Place Partnership” means the partnership of organisations described in the Place Agreement “Working Days” means a weekday that is not a bank holiday in England.
3	Reports to	The Place Board reports to the boards of the Partners in relation to Partnership Business. This is done through each Partner representative sitting on the Place Board reporting back to their respective employing/ host organisation. The Place Board shall also report to the Health and Wellbeing Board for Rotherham. The Place Board will receive for information updates on the work of any of its task and finish groups or workstreams.
4	Purpose	The Place Board provides the strategic and collective leadership for the Place Partnership to deliver the ambitions of the Place Partnership and the Rotherham Place Plan. The Place Board is the forum where all Partners across health and care in Rotherham come together to formulate, agree and implement strategies for implementing the Rotherham Place Plan. The Place Board works across boundaries to improve patient experience and clinical outcomes, by establishing partnerships and better working relationships between all health and care organisations in the Rotherham health and care community. The Place Board shall operate in accordance with the vision, objectives and principles set out in the Place Agreement for the transformation and better integration of health, care, support and community services for the population of Rotherham.
5	Remit and responsibilities	When conducting Partnership Business, the Place Board has responsibility for: • Leading the Rotherham Place Board. • Promoting and encouraging commitment to the Place Plan and “Place Board Principles” set out in the Place Agreement amongst all partner organisations;

		• Formulating, agreeing and implementing strategies for implementing the Place Plan; • Overseeing the implementation of the Place Agreement and all related contracts in terms of delivering the Rotherham Place Plan in line with the Place Board Principles. • Reviewing performance of the partners against the Rotherham Place Plan and determining strategies to improve performance or rectify poor performance. • Ensuring a proactive approach to establishing the health and social care needs of Rotherham citizens and to react to the changes within the health and social care agenda. • Operating cost of care effectively in the context of the Rotherham health and social care financial circumstances. • Realising cost saving opportunities through system redesign to meet the Rotherham wide efficiency challenge, ensuring impact assessments are completed where appropriate to assess any adverse impact in regard to patient safety and experience. • Providing a forum for parties to resolve disagreement relating to the Rotherham Place Plan. • In undertaking its role, considering recommendations from the Rotherham Place Leadership Team in respect of the operation of the Rotherham Place Board and the delivery of the services. • Reporting to the partner organisations and the Health and Wellbeing Board on progress against the Rotherham Place Plan. • Overseeing the development and implementation of the Place Plan, driving progress in implementation and seeking to overcome any barriers to implementation • Liaising where appropriate with national stakeholders (including NHS England) to communicate the views of the Place Board on matters relating to integrated care in Rotherham.
6	Members	Members contribute to discussion, participate in aligned decision making and are accountable for decisions made. The Members of the Place Board are: <u>Rotherham Metropolitan Borough Council (RMBC)</u> Chief Executive Strategic Director, Adult Care, Housing and Public Health Director of Public Health <u>The Rotherham NHS Foundation Trust (TRFT)</u> Chief Executive Managing Director <u>Voluntary Action Rotherham (VAR)</u> Chief Executive <u>Rotherham, Doncaster and South Humber NHS Foundation Trust (RDaSH)</u> Chief Executive <u>NHS South Yorkshire ICB</u>

		Portfolio Director – Contract and Commissioning <u>Connect Healthcare Rotherham CIC</u> Medical Director Primary Care Lead for Neighbourhood Working Each Partner will ensure that the Member from their organisation: - Is appointed to attend and represent their organisation on the Place Board with such authority as is agreed to be necessary in order for the Place Board to function effectively in discharging its responsibilities as set out in these terms of reference which is, to the extent necessary, recognised in an organisation's respective scheme of delegation (or similar); - Has equivalent delegated authority to the designated officers of all other member organisations comprising the Place Board (as confirmed in writing and agreed between the Partner organisations).
7	Participants	The following individuals will be invited to attend each meeting of the Place Board as Participants. Participants attend meetings and may be invited by the Chair to participate in discussions from time to time. They do not participate in decision making. The Participants of the Place Board when discussing Partnership Business are: - Chair Rotherham Health and Wellbeing Board, RMBC - Director of Children's Services, RMBC - Chief Executive Officer, Rotherham Hospice - Service Manager, Rotherham Healthwatch In attendance - Partnerships Programme Lead (Rotherham Partnerships) The Chair may invite such other Participants to attend any meeting of the Place Board as the Chair considers appropriate.
8	Deputies	With the permission of the Chair, Members of the Place Board may nominate a deputy to attend a meeting that they are unable to attend. The deputy may speak and vote on their behalf. The decision of the Chair regarding authorisation of nominated deputies is final.
9	Chair	The meetings will be run alternately by the five Joint Chairs of the Place Board (as noted in paragraph 6 above) on a rotational basis, whereby each chair will be in place for a period of 6 months. In the event of all Joint Chairs being unable to attend all or part of the meeting, another Member of the Partnership Board shall chair the meeting.
10	Quoracy	No Partnership Business shall be transacted unless the following are present as a minimum: three Members from any of the following Partners: RMBC, TRFT, VAR, RDASH, Primary Care, ICB or Connect Healthcare Rotherham CIC. For the sake of clarity: a) No person can act in more than one capacity when determining the quorum.

		b) An individual who has been disqualified from participating in a discussion on any matter and/or from voting on any motion by reason of a declaration of a conflict of interest, shall no longer count towards the quorum. Members of the Place Board 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. Members are normally expected to attend at least 75% of meetings during the year.
11	Conduct of meetings	The Place Board is not a separate legal entity or a committee of any of the Partners when considering Partnership Business, therefore it is unable to take decisions separately from its constituent Members or bind any one of them; nor can one Partner organisation 'overrule' another on any matter. The Place Board will operate as a place for discussion of Partnership Business with the aim of reaching consensus to make recommendations and proposals to the boards of Partner organisations, unless the Members have the requisite delegated authority from their Partner organisations to make the relevant decision.
12	Frequency of meetings	The Place Board will meet monthly. The Chair may call an additional meeting at any time by giving not less than 14 calendar days' notice in writing to members of the Place Board.
13	Urgent decisions	In emergency situations the Chair may call a meeting with two days' notice by setting out the reason for the urgency and the decision to be taken.
14	Admission of the press and public	In accordance with Public Bodies (Admission to Meetings) Act 1960 the Place Board will meet in public. The Place Board may resolve to exclude the public from a meeting or part of a meeting where it would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings or for any other reason permitted by the Public Bodies (Admission to Meetings) Act 1960 as amended or succeeded from time to time. The chair of the meeting shall give such directions as they think fit with regard to the arrangements for meetings and accommodation of the public and representatives of the press such as to ensure that the Place Board business shall be conducted without interruption and disruption. As permitted by Section 1(8) Public Bodies (Admissions to Meetings) Act 1960 as amended from time to time) the public may be excluded from a meeting to suppress or prevent disorderly conduct or behaviour. Matters to be dealt with by a meeting following the exclusion of representatives of the press, and other members of the public shall be confidential to the members of the Place Board. A public notice of the time and place of the meeting and how to access the meeting shall be given by posting it electronically at least 7 calendar days before the meeting or, if the meeting is convened at shorter notice, then at the time it is convened.

		The agenda and papers for meetings will be published electronically in advance of the meeting excluding, if thought fit, any item likely to be addressed in part of a meeting is not likely to be open to the public.
15	Declarations of interest	If any Member has an interest, financial or otherwise, in any matter and is present at the meeting at which the matter is under discussion, he/she will declare that interest as early as possible. Subject to any previously agreed arrangements for managing a conflict of interest, 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.
16	Support to the Place Board	Administrative support will include: • Agreement of the agenda with the Chair, taking minutes of the meetings, keeping an accurate record of attendance, key points of the discussion, matters arising and issues to be carried forward; • Maintaining an on-going list of actions, specifying Members responsible, due dates and keeping track of these actions; • Sending out agendas and supporting papers to Members five working days before the meeting. • Drafting minutes for approval by the Chair within five working days of the meeting and then distribute to all attendees following this approval within 10 working days.
17	Authority	The Place Board is authorised to investigate any activity within its terms of reference and can request any information it requires within its remit from across the partners, if all partners agree. It can commission any reports or surveys it deems necessary to help it fulfil its obligations. In addition, if the Place Board agrees additional requirements regarding the above, those requirements must be complied with. The Place Board is authorised to create and dissolve permanent workstreams and time limited task and finish groups as are necessary to fulfil its responsibilities. When doing so, the Place Board must set a clear scope and where appropriate deadline for completion for the workstream or group. Such workstreams or groups shall not be able to take decisions on behalf of the Place Board and shall not be formal sub-committees of the Place Board.
18	Conduct of the Place Board	Members of the Place Board will abide by the 'Principles of Public Life' (The Nolan Principles). The Place Board shall undertake an annual self-assessment of its own performance against these terms of reference. This self-assessment shall form the basis of an annual report from the Place Board to the Rotherham Health and Wellbeing Board.
19	Amendments	Any amendment to these terms of reference is Partnership Business. Any changes to these terms of reference must be approved by the Place Board.
20	Review date	These terms of reference shall be reviewed annually.