NHS
Lincolnshire
Integrated Care Board

NHS LINCOLNSHIRE INTEGRATED CARE BOARD

ICB GOVERNANCE HANDBOOK

Document Control Sheet

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CONTENTS

1. PURPOSE AND INTRODUCTION

1.1. Purpose

The purpose of this document is to bring together a range of corporate statutory documents in one place and is described as the NHS Lincolnshire Integrated Care Board Governance Handbook (the "ICB Governance Handbook").

The ICB Governance Handbook is not a legal requirement; however it is an approach that will assist NHS Lincolnshire Integrated Care Board (the "ICB") to build a consistent corporate approach and form part of the corporate memory.

The ICB Governance Handbook will be updated regularly as a routine reference guide for key stakeholders, including Partner organisations staff and the public. Where there are any changes to the documents referenced in the Constitution these shall be endorsed by NHS England. This includes the Standing Orders, Scheme of Reservation and Delegation, including Delegated Financial Limits, Standing Financial Instructions and statutory Committee Terms of Reference (Audit, Remuneration and Primary Care Commissioning and Delegated Functions Committee.

The ICB Governance Handbook will be published alongside the ICB's Constitution on the ICB's public website www.lincolnshire.icb.nhs.uk

The handbook includes:

- ICB Functions and Decisions Map
- Definitions of Committee Function
- Committee Terms of Reference (Statutory and Non-Statutory)
- Committee Terms of Reference Review Dates
- ICB Board Member Roles and Responsibilities;
- Scheme of Reservation and Delegation (SoRD),
- Delegated Financial Authority Limits;
- Standing Financial Instructions;
- Standards of Business Conduct and Managing Conflicts of Interest Policy
- Committee Handbook
- List of ICB GP Practices

1.2 Integrated Care System – Governance and Functions

1.2.1. Integrated Care System

Integrated Care Systems (ICS's) were created on 1 July 2022 following amendment of the Health and Social Care Act 2006 and replaced Clinical Commissioning Groups.

Integrated Care Systems (ICSs) are partnerships that bring together providers and commissioners of NHS services across a geographical area with local authorities and other local partners to collectively plan health and care services to meet the needs of their population.

ICSs are part of a fundamental shift in the way the health and care system is organised. Following several decades during which the emphasis was on organisational autonomy, competition and the separation of commissioners and providers, ICSs depend instead on collaboration and a focus on places and local populations as the driving forces for improvement.

They exist to achieve four aims:

- Improve outcomes in population in health and healthcare.
- Tackle inequalities in outcomes, experience and access.
- Enhance productivity and value for money.
- Help the NHS support broader social and economic development

The following partner organisations are part of the Lincolnshire ICS:

- East Midlands Ambulance Service NHS Trust (EMAS)
- Lincolnshire Community Health Services NHS Trust (LCHS)
- United Lincolnshire Hospitals NHS Trust (ULHT)
- Lincolnshire Partnership NHS Foundation Trust (LPFT)
- Lincolnshire County Council (LCC)

The Lincolnshire ICS is named **Better Lives Lincolnshire.**

1.2.2 Integrated Care Boards

The NHS Lincolnshire Integrated Care Board (ICB) is a statutory body with the general function of arranging for the provision of services for the purposes of the health service in England in accordance with the Health and Care Act 2022.

The ICB will use its resources and powers to achieve demonstrable progress on these aims, collaborating to tackle complex challenges, including:

- Improving the health of children and young people
- Supporting people to stay well and independent
- Acting sooner to help those with preventable conditions
- Supporting those with long-term conditions or mental health issues
- Caring for those with multiple needs as populations age
- Getting the best from collective resources so people get care as quickly as possible.

The Integrated Care Board and each responsible local authority whose area coincides with or falls wholly or partly within the Board's area must establish a joint committee known as an Integrated Care Partnership. The Partnership must prepare a strategy setting out how the assessed needs in relation to its area are met. Further information on the Integrated Care Partnership is set out under section 1.2.3.

The NHS Lincolnshire ICB is composed of the following members:

- Chair
- Chief Executive
- One Partner Member NHS and Foundation Trusts
- One Partner Member Primary Medical Services
- One Partner Member Local Authority

- Five Non-Executive Members
- Director of Finance
- Medical Director
- Director of Nursing
- Executive Board Mental Health Member

Lincolnshire ICB Board			
Non-Executive Members	**Executives**	**Partner Members**	**Other Members**
① Chair	① Chief Executive Officer	① Local Authority	① Executive Board Mental Health Member
⑤ Non-Executive Members	① Director of Finance	① Provider of Primary Medical Services	
	① Director of Nursing	① NHS Trust	
	① Medical Director		

The ICB will have regular participants at its Board meetings as set out below:

- Chair of the Health and Wellbeing Board
- Public Health Representative
- Director of Strategic Planning, Integration and Partnerships
- Director for System Delivery
- Director for Primary Care and Community and Social Value
- Director for Health Inequalities and Regional Collaboration
- Healthwatch Representative
- Voluntary and Care Sector Representative

The ICB is required to hold its formal meetings in public. However, these are not public meetings in the normal sense, but they are meetings held in public. The main difference is that the public are entitled to come along and listen to the Board discussion, but they are not able to take part or ask questions during the formal meeting.

Further details on the Board meetings are contained in the ICB Constitution.

1.2.3 Integrated Care Partnerships

Each ICS is required to have a Partnership at system level established by the NHS and local government as equal partners. The ICP is a Joint Committee of the ICB with the local authority, rather than a statutory body.

Lincolnshire only has one upper tier local authority, namely Lincolnshire County Council, and as such only has one ICP called the Lincolnshire Integrated Care Partnership.

The ICP operates as a forum to bring partners – local government, NHS and others together across the ICS area to align purpose and ambitions with plans to integrate care and improve health and wellbeing outcomes for their population.

The ICP has specific responsibility to develop an 'integrated care strategy' for its whole population (covering all ages) using the best available evidence and data, covering health and social care (both children's and adult's social care), and addressing health inequalities and the wider determinants which drive these inequalities.

The strategy must set out how the needs assessed in the Joint Strategic Needs Assessment(s) for the ICB area are to be met by the exercise of NHS and local authority functions. This will be complemented by the Joint Health and Wellbeing Strategy prepared by each Health and Wellbeing Board in the geographical area of the ICS.

The Lincolnshire Integrated Care Partnership is composed of the following members:

- Exec. Councillor for NHS Liaison, Community Engagement, Registration and Coroners (Chair)
- Exec. Councillor for Children's Services, Community Safety and Procurement
- Exec. Councillor for Adult Care and Public Health
- Five further County Councillors
- Director of Public Health
- Executive Director of Children's Services
- Exec. Director of Adult Care and Community Wellbeing
- ICB Chair
- ICB Chief Executive
- Chair Primary Care Network Alliance
- Three Chairs of Lincolnshire NHS Trusts
- Three Chief Executives of Lincolnshire NHS Trusts
- One designate District Council representative
- Police and Crime Commissioner for Lincolnshire
- Designated representative of Healthwatch Lincolnshire

Associate Members

- Designated rep from NHSEI
- Chief Constable / representative Lincolnshire Police
- Designated representative for Voluntary and Community Sector

The following roles will attend both the Integrated Care Board and the Integrated Care Partnership meetings:

- ICB Chair
- ICB Chief Executive
- Local Authority Partner
- NHS Trust Partner
- Chair of the Health and Wellbeing Board
- Public Health Representative

1.2.4 Provider Collaboratives

As of 1st July 2022 all Trusts providing acute and/or mental health services are expected to be part of one or more provider collaboratives.

For Lincolnshire this includes the following organisations:

- Lincolnshire Community Health Services NHS Trust (LCHS)
- United Lincolnshire Hospitals NHS Trust (ULHT)
- Lincolnshire Partnership NHS Foundation Trust (LPFT)

1.2.5 Place-based Partnerships

There is no area within the Lincolnshire geographical area described as a 'Place' as per the terminology set out in NHS England and Improvement national guidance. As a consequence, there will be no 'Place' plans in Lincolnshire.

Integrated health and care at a local level in the county will be primarily based on the Primary Care Network (PCN) geographical footprints.

1.3 Accountability and Support

As referred to under Section 1.2.2 the ICB will have a unitary board, which means all directors are collectively and corporately accountable for organisational performance. The purpose of the Board is to govern effectively and in doing so, build patient, public and stakeholder confidence that their healthcare is in safe hands.

The Board will be responsible for:

- formulating strategy for the organisation
- holding the organisation to account for the delivery of the strategy; by being accountable for ensuring the organisation operates effectively and with openness, transparency and candour and by seeking assurance that systems of control are robust and reliable
- shaping a healthy culture for the organisation and the wider ICS partnership

1.4 Matters reserved to the ICB

The ICB has a schedule of functions reserved to it which cannot be delegated to Trusts and those which can be delegated. The details are set out in the Scheme of Reservation and Delegation included within this Governance Handbook.

1.5 Constitution

1.5.1 In accordance with section 14Z25(5) of, and paragraph 1 of Schedule 1B to, the 2006 Act the ICB must have a constitution, which must comply with the requirements set out in that Schedule. The ICB is required to publish its constitution (section 14Z29). This Constitution is published at www.lincolnshire.icb.nhs.uk

a) The Constitution is also supported by a number of documents which provide further details on how governance arrangements in the ICB will operate.

The following are appended to the Constitution and form part of it for the purpose of clause 1.6 and the ICB's legal duty to have a constitution:

a) Standing orders– which set out the arrangements and procedures to be used for meetings and the selection and appointment processes for the ICB committees.

1.5.2 The following do not form part of the constitution but are required to be published.

a) The Scheme of Reservation and Delegation (SoRD)– sets out those decisions that are reserved to the Board of the ICB and those decisions that have been delegated in accordance with the powers of the ICB and which must be agreed in accordance with and be consistent with the constitution.

The SoRD identifies where, or to whom functions and decisions have been delegated to.

b) **Functions and Decision map-** a high level structural chart that sets out which key decisions are delegated and taken by which part or parts of the system. The Functions and Decision map also includes decision making responsibilities that are delegated to the ICB (for example, from NHS England).

c) **Standing Financial Instructions –** which set out the arrangements for managing the ICB's financial affairs.

1.6 Committees

The ICB is required to establish two statutory Committees – Audit and Remuneration.

1.6.1 Audit Committee (ICB Committee)

This Committee is accountable to the board and provides an independent and objective view of the ICB's compliance with its statutory responsibilities. The Committee is responsible for arranging appropriate internal and external audit.

The Audit Committee will be chaired by an independent board member who has qualifications, expertise or experience to enable them to express credible opinions on finance and audit matters.

1.6.2 Remuneration Committee (ICB Committee)

This Committee is accountable to the Board for matters relating to remuneration, fees and other allowances (including pension schemes) for employees and other individuals who provide services to the ICB.

The Remuneration Committee will be chaired by an independent Board Member other than the ICB Chair or the Chair of Audit Committee.

The Terms of Reference for each of these Committees is included in the ICB Governance Handbook.

1.6.3 Primary Care Commissioning and Delegated Functions Committee (ICB Committee)

The ICB is also required to establish a Committee to enable the members to make collective decisions on the review, planning commissioning and procurement of Primary Medical Services (PMS) within the ICS area under delegated authority from NHS England to ICBS.

The ICB has established the Primary Care Commissioning and Delegated Functions Committee which will be Chaired by an ICB Non-Executive Member.

1.6.4 Other Committees

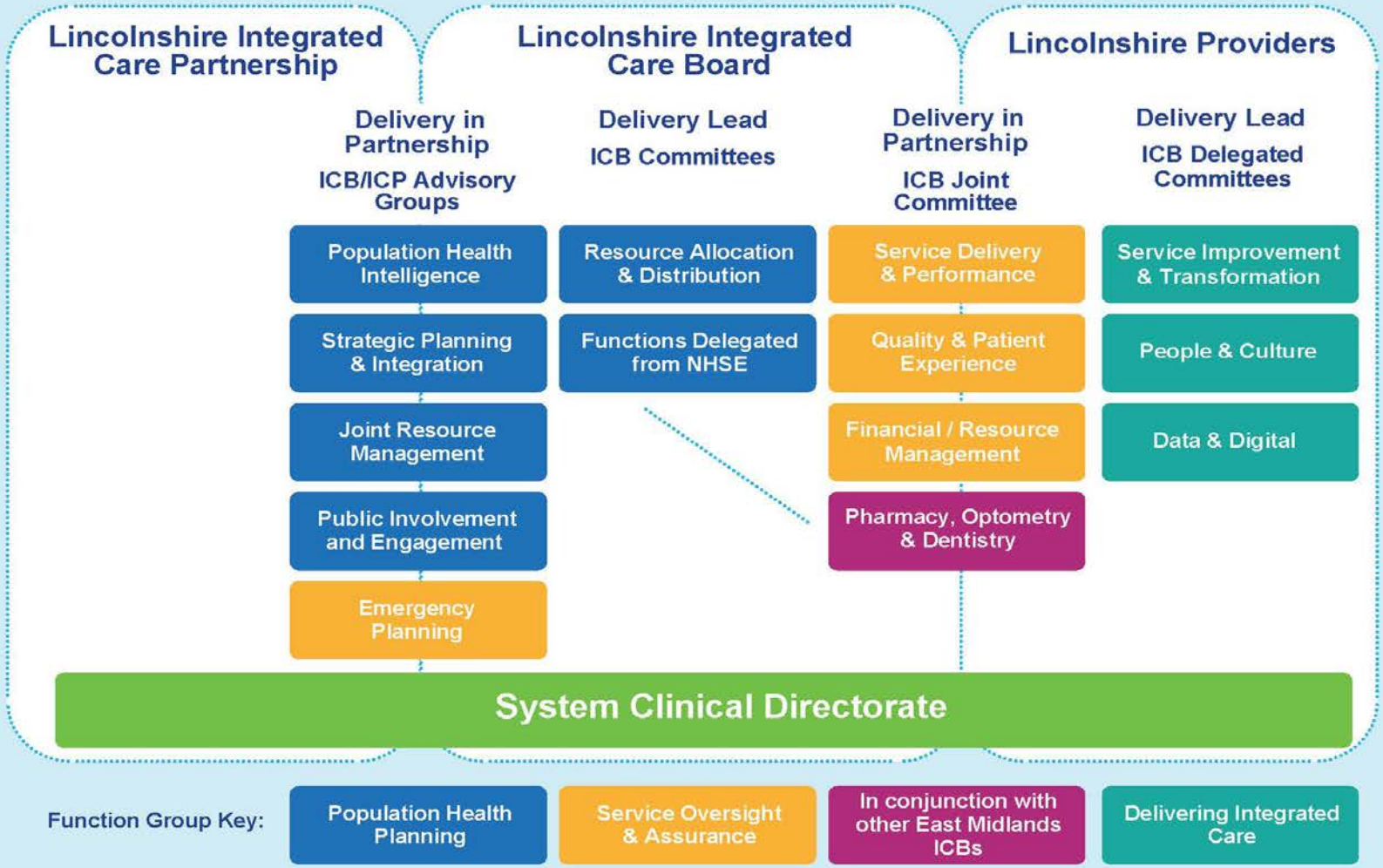
The Board has also established other Committees to assist it with the discharge of its functions. These Committees are set out below:

- Service Delivery and Performance (ICB Joint Committee)
- Quality (ICB Joint Committee)
- Finance (ICB Joint Committee)
- Joint Committee of the East Midlands ICBs

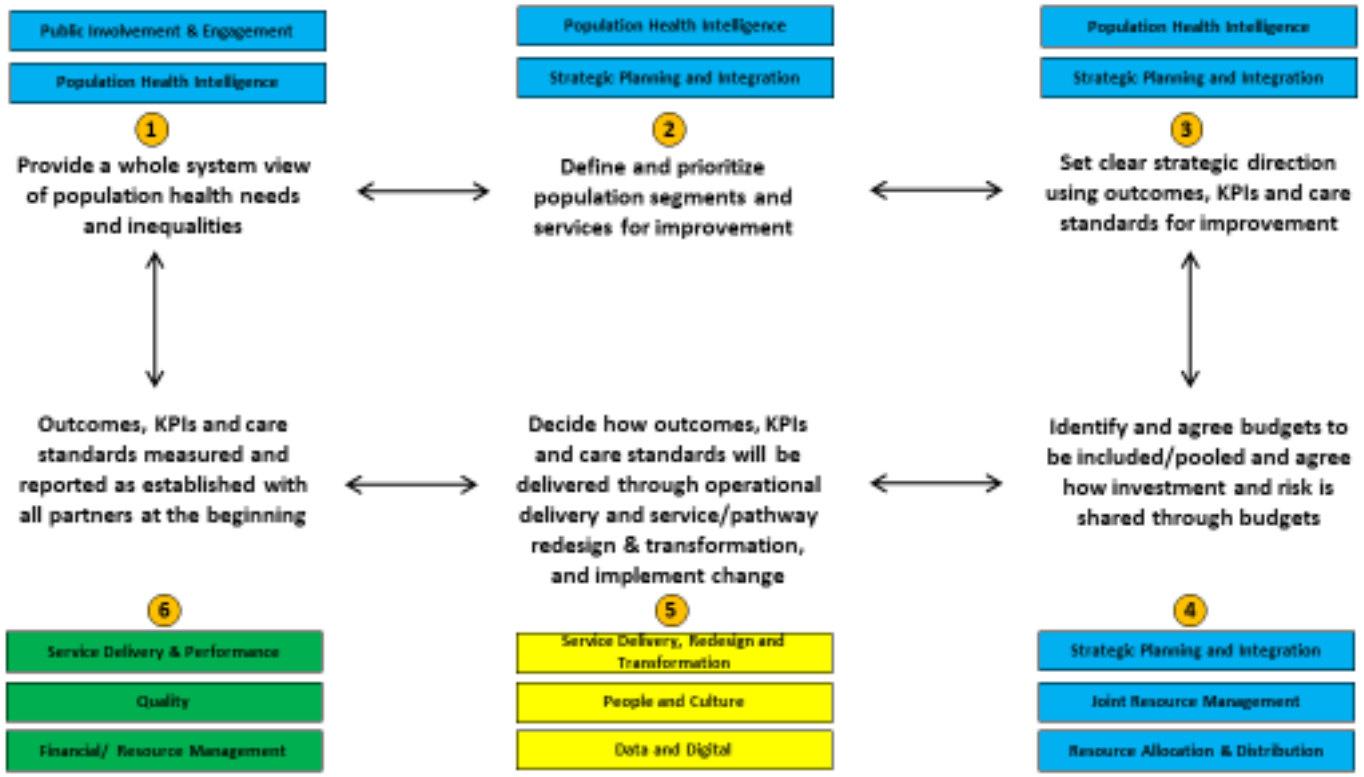
2. INTEGRATED CARE SYSTEM – FUNCTIONS AND DECISIONS MAP

ICB Function Map

Taking the functions groupings described under the ICB Governance Structure and applying the principles for how the Lincolnshire ICB's functions should be delivered, a high level function map has been produced:



ICB Function Map: 'in action' to drive integration



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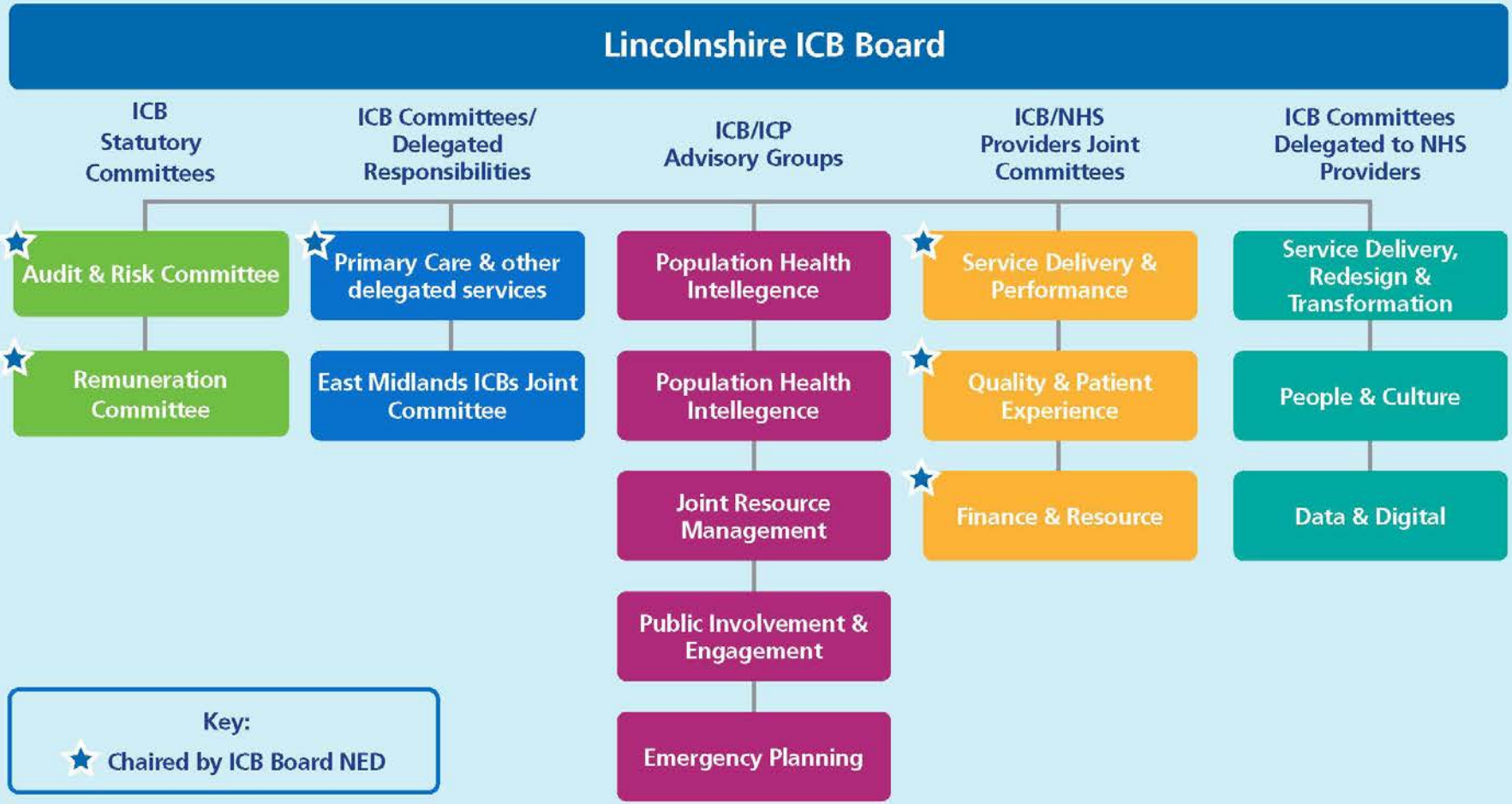
ICB Governance Structure

The diagram below highlights how ICB Board Members and Participants/Observers link to the wider system governance.



3. DEFINITION OF COMMITTEES AND GROUPS

Committees of the Board

Committees established by the ICB for the purpose of exercising ICS functions that the Board chooses to delegate, providing assurance to the Board or providing formal advice to the Board.

The detailed arrangements for Committees are set out in the Scheme of Reservation and Delegation, the Standing Orders and the Committees Terms of Reference.

Sub-Committees

With the agreement of the ICB a Committee may establish sub-committees to assist with its responsibilities

Advisory / task and finish groups

The Board may establish advisory groups and task and finish groups have no decision-making powers but may provide advice, propose solutions and recommendations to the ICB.

Joint Committees

ICB's have the power to establish a single Committee formed by two or more organisations to exercise functions on their behalf.

4. STATUTORY COMMITTEE TERMS OF REFERENCE

NHS LINCOLNSHIRE INTEGRATED CARE BOARD

AUDIT AND RISK COMMITTEE

TERMS OF REFERENCE

1. CONSTITUTION

1.1 The Audit Committee (the Committee) is established by the Integrated Care Board (the Board or ICB) as a Committee of the Board in accordance with its Constitution.

1.2 These Terms of Reference (ToR), which must be published on the ICB website as part of the ICB Governance Handbook, set out the membership, the remit, responsibilities and reporting arrangements of the Committee and may only be changed with the approval of the Board.

1.3 The Committee is a Non-Executive Committee of the Board and its members, including those who are not members of the Board, are bound by the Standing Orders and other policies of the ICB.

2. AUTHORITY

2.1 The Audit Committee is authorised by the Board to:

- Investigate any activity within its Terms of Reference;
- Seek any information it requires within its remit, from any employee or member of the ICB (who are directed to co-operate with any request made by the Committee) within its remit as outlined in these terms of reference;
- Commission any reports it deems necessary to help fulfil its obligations;
- Obtain legal or other independent professional advice and secure the attendance of advisors with relevant expertise if it considers this is necessary to fulfil its functions. In doing so the Committee must follow any procedures put in place by the ICB for obtaining legal or professional advice;
- For the avoidance of doubt, the Committee will comply with, the ICB Standing Orders, Standing Financial Instructions and the SoRD, other than for the following exceptions:

3. PURPOSE OF THE COMMITTEE

3.1 To contribute to the overall delivery of the ICB objectives by providing oversight and assurance to the Board on the adequacy of governance, risk management and internal control processes within the ICB.

3.2 The duties of the Committee will be driven by the organisation's objectives and the associated risks. An annual programme of business will be agreed before the start of the financial year; however this will be flexible to new and emerging priorities and risks.

3.3 The Audit Committee has no executive powers, other than those delegated in the SoRD and specified in these Terms of Reference.

4. MEMBERSHIP AND ATTENDANCE

Membership

4.1 The Committee members shall be appointed by the Board in accordance with the ICB Constitution.

4.2 The Board will appoint no fewer than three members of the Committee who are Non-Executive Members of the Board.

4.3 Neither the Chair of the Board, nor employees of the ICB will be members of the Committee.

4.4 Members will possess between them knowledge, skills and experience in: accounting, risk management, internal, external audit; and technical or specialist issues pertinent to the ICB's business. When determining the membership of the Committee, active consideration will be made to diversity and equality.

Chair and Vice chair

4.5 In accordance with the Constitution, the Committee will be chaired by an Independent Non-Executive Member of the Board appointed on account of their specific knowledge skills and experience making them suitable to Chair the Committee.

4.6 The Chair of the Committee shall be independent and therefore may not chair any other committees. In so far as it is possible, they will not be a member of any other committee.

4.7 Committee members will appoint a Vice Chair of the Committee who will be one of the Non-Executive Members of the Board.

4.8 The Chair will be responsible for agreeing the agenda and ensuring matters discussed meet the objectives as set out in these ToR.

Attendees

4.9 Only members of the Committee have the right to attend Committee meetings, however all meetings of the Committee will also be attended by the following individuals who are not members of the Committee:

- Director of Finance or their nominated deputy;
- Representatives of both internal and external audit;
- Individuals who lead on risk management and counter fraud matters;

4.10 The Chair may ask any or all of those who normally attend, but who are not members, to withdraw to facilitate open and frank discussion of particular matters.

4.11 Other individuals may be invited to attend all or part of any meeting as and when appropriate to assist it with its discussions on any particular matter including representatives from the Health and Wellbeing Board(s), Secondary and Community Providers.

4.12 The Chief Executive should be invited to attend the meeting at least annually.

4.13 The Chair of the ICB may also be invited to attend one meeting each year in order to gain an understanding of the Committee's operations.

Attendance

4.14 Where an attendee of the Committee (who is not a member of the Committee) is unable to attend a meeting, a suitable alternative may be agreed with the Chair.

4.15 Where members are unable to attend, they should ensure that a named and briefed deputy is in attendance who is able to participate on their behalf.

Access

4.16 Regardless of attendance, External Audit, Internal Audit, Local Counter Fraud and Security Management providers will have full and unrestricted rights of access to the Audit Committee.

5. MEETINGS QUORACY AND DECISIONS

5.1 The Audit Committee will meet not less than four times a year and arrangements and notice for calling meetings are set out in the Standing Orders. Additional meetings may take place as required.

5.2 The Board, Chair or Chief Executive may ask the Audit Committee to convene further meetings to discuss particular issues on which they want the Committee's advice.

5.3 In accordance with the Standing Orders, the Committee may meet virtually when necessary and members attending using electronic means will be counted towards the quorum.

Quorum

5.4 For a meeting to be quorate a minimum of two independent Non-Executive Members of the Board are required, including the Chair or Vice Chair of the Committee.

5.5 If any member of the Committee has been disqualified from participating in an item on the agenda, by reason of a declaration of conflicts of interest, then that individual shall no longer count towards the quorum.

5.6 If the quorum has not been reached, then the meeting may proceed if those attending agree, but no decisions may be taken.

Decision making and voting

5.7 Decisions will be taken in according with the Standing Orders. The Committee will ordinarily reach conclusions by consensus. When this is not possible the Chair may call a vote.

5.8 Only members of the Committee may vote. Each member is allowed one vote and a majority will be conclusive on any matter.

5.9 Where there is a split vote, with no clear majority, the Chair of the Committee will hold the casting vote.

5.10 If a decision is needed which cannot wait for the next scheduled meeting, the Chair may conduct business on a 'virtual' basis through the use of telephone, email or other electronic communication.

6. RESPONSIBILITIES OF THE COMMITTEE

6.1 The Committee's duties can be categorised as follows.

Integrated governance, risk management and internal control

6.2 To review the adequacy and effectiveness of the system of integrated governance, risk management and internal control across the whole of the ICB's activities that support the achievement of its objectives, and to highlight any areas of weakness to the Board.

6.3 To ensure that financial systems and governance are established which facilitate compliance with DHSC's Group Accounting Manual.

6.4 To review the adequacy and effectiveness of the assurance processes that indicate the degree of achievement of the ICB's objectives, the effectiveness of the management of principal risks.

6.5 To have oversight of system risks where they relate to the achievement of the ICB's objectives.

6.6 To ensure consistency that the ICB acts consistently with the principles and guidance established in HMT's Managing Public Money.

6.7 To seek reports and assurance from directors and managers as appropriate, concentrating on the systems of integrated governance, risk management and internal control, together with indicators of their effectiveness.

6.8 To identify opportunities to improve governance, risk management and internal control processes across the ICB.

Internal audit

6.9 To ensure that there is an effective internal audit function that meets the Public Sector Internal Audit Standards and provides appropriate independent assurance to the Board. This will be achieved by:

- Considering the provision of the internal audit service and the costs involved;
- Reviewing and approving the annual internal audit plan and more detailed programme of work, ensuring that this is consistent with the audit needs of the organisation as identified in the assurance framework;
- Considering the major findings of internal audit work, including the Head of Internal Audit Opinion, (and management's response), and ensure coordination between the internal and external auditors to optimise the use of audit resources;
- Ensuring that the internal audit function is adequately resourced and has appropriate standing within the organisation; and
- Monitoring the effectiveness of internal audit and carrying out an annual review.

External audit

6.10 To review and monitor the external auditor's independence and objectivity and the effectiveness of the audit process. In particular, the Committee will review the work and findings of the external auditors and consider the implications and management's responses to their work. This will be achieved by:

- Considering the appointment and performance of the external auditors, as far as the rules governing the appointment permit;
- Discussing and agreeing with the external auditors, before the audit commences, the nature and scope of the audit as set out in the annual plan;
- Discussing with the external auditors their evaluation of audit risks and assessment of the organisation and the impact on the audit fee; and
- Reviewing all external audit reports, including to those charged with governance (before its submission to the Board) and any work undertaken outside the annual audit plan, together with the appropriateness of management responses.

Other assurance functions

6.11 To review the findings of assurance functions in the ICB, and to consider the implications for the governance of the ICB.

6.12 To review the work of other committees in the ICB, whose work can provide relevant assurance to the Audit Committee's own areas of responsibility.

6.13 To review the assurance processes in place in relation to financial performance across the ICB including the completeness and accuracy of information provided.

6.14 To review the findings of external bodies and consider the implications for governance of the ICB. These will include, but will not be limited to:

- Reviews and reports issued by arm's length bodies or regulators and inspectors: e.g. National Audit Office, Select Committees, NHS Resolution, CQC; and

- Reviews and reports issued by professional bodies with responsibility for the performance of staff or functions (e.g. Royal Colleges and accreditation bodies).

Counter Fraud

6.15 To assure itself that the ICB has adequate arrangements in place for counter fraud, bribery and corruption (including cyber security) that meet NHS Counter Fraud Authority's (NHSCFA) standards and shall review the outcomes of work in these areas.

6.16 To review, approve and monitor counter fraud work plans, receiving regular updates on counter fraud activity, monitor the implementation of action plans, provide direct access and liaison with those responsible for counter fraud, review annual reports on counter fraud, and discuss NHSCFA quality assessment reports.

6.17 To ensure that the counter fraud service provides appropriate progress reports and that these are scrutinised and challenged where appropriate.

6.18 To be responsible for ensuring that the counter fraud service submits an Annual Report and Self-Review Assessment, outlining key work undertaken during each financial year to meet the NHS Standards for Commissioners; Fraud, Bribery and Corruption.

6.19 To report concerns of suspected fraud, bribery and corruption to the NHSCFA.

Freedom to Speak Up

6.20 To review the adequacy and security of the ICB's arrangements for its employees, contractors and external parties to raise concerns, in confidence, in relation to financial, clinical management, or other matters. The Committee shall ensure that these arrangements allow proportionate and independent investigation of such matters and appropriate follow up action.

Information Governance (IG)

6.21 To receive regular updates on IG compliance (including uptake & completion of data security training), data breaches and any related issues and risks.

6.22 To review the annual Senior Information Risk Owner (SIRO) report, the submission for the Data Security & Protection Toolkit and relevant reports and action plans.

6.23 To receive reports on audits to assess information and IT security arrangements, including the annual Data Security & Protection Toolkit audit.

6.24 To provide assurance to the Board that there is an effective framework in place for the management of risks associated with information governance.

Financial Reporting

6.25 To monitor the integrity of the financial statements of the ICB and any formal announcements relating to its financial performance.

6.26 To ensure that the systems for financial reporting to the Board, including those of budgetary control, are subject to review as to the completeness and accuracy of the information provided.

6.27 To review the annual report and financial statements (including accounting policies) before submission to the Board focusing particularly on:

- The wording in the Governance Statement and other disclosures relevant to the Terms of Reference of the Committee;
- Changes in accounting policies, practices and estimation techniques;
- Unadjusted mis-statements in the Financial Statements;
- Significant judgements and estimates made in preparing of the Financial Statements;
- Significant adjustments resulting from the audit;
- Letter of representation; and
- Qualitative aspects of financial reporting.

Conflicts of Interest

6.28 The Chair of the Audit Committee will be the nominated Conflicts of Interest Guardian.

6.29 The Committee shall satisfy itself that the ICB's policy, systems and processes for the management of conflicts, (including gifts and hospitality and bribery) are effective including receiving reports relating to non-compliance with the ICB policy and procedures relating to conflicts of interest.

6.30 Where a member of the Committee is aware of an interest, conflict or potential interest in relation to the scheduled or likely business of the meeting, they will bring this to the attention of the Chair of the meeting as soon as possible, and before the meeting where possible.

6.31 The Chair of the meeting will determine how this should be managed and inform the member of their decision. The Chair may require the individual to withdraw from meeting or part of it. Where the Chair is aware that they themselves have such an interest, conflict or potential conflicts of interests they will bring it to the attention of the Committee, and the Vice Chair will act as Chair for the relevant part of the meeting.

6.32 Any declarations of interest, conflicts and potential conflicts, and arrangements to manage those agreed in any meeting of the Committee, will be recorded in the minutes.

6.33 Failure to disclose an interest, whether intentional or otherwise, will be treated in line with the ICB's policy for managing conflicts of interest, and may result in suspension from the Committee.

Management

6.34 To request and review reports and assurances from directors and managers on the overall arrangements for governance, risk management and internal control.

6.35 The Committee may also request specific reports from individual functions within the ICB as they may be appropriate to the overall arrangements.

6.36 To receive reports of breaches of policy and normal procedure or proceedings, including such as suspensions of the ICB's standing orders, in order provide assurance in relation to the appropriateness of decisions and to derive future learning.

Communication

6.37 To co-ordinate and manage communications on governance, risk management and internal control with stakeholders internally and externally.

6.38 To develop an approach with other committees, including the Integrated Care Partnership, to ensure the relationship between them is understood.

7. ACCOUNTABILITY AND REPORTING

7.1 The Committee is accountable to the Board and shall report to the Board on how it discharges its responsibilities.

7.2 The Audit Committee will be required to:

a) Provide a written report to the Board following each meeting outlining the key matters discussed, any points for escalation, assurance and/or decision and/or any new areas of risk. The Chair of the Committee shall attend the Board (public meeting) to present the report.
b) A Committee Chair may also request an Executive lead to attend the Audit Committee to discuss significant risks or matters or issue arising from internal audit reports in greater detail.

7.3 The Audit Committee will provide the Board with an Annual Report, timed to support finalisation of the accounts and the Governance Statement. The report will summarise its conclusions from the work it has done during the year specifically commenting on:

- The fitness for purpose of the assurance framework;
- The completeness and 'embeddedness' of risk management in the organisation;
- The integration of governance arrangements;
- The appropriateness of the evidence that shows the organisation is fulfilling its regulatory requirements; and
- The robustness of the processes behind the quality accounts.

8. BEHAVIOURS AND CONDUCT

ICB Values

8.1 Members will be expected to conduct business in line with the ICB values and objectives.

8.2 Members of, and those attending, the Committee shall behave in accordance with the ICB's Constitution, Standing Orders, and Standards of Business Conduct Policy.

Equality and Diversity

8.3 Members must demonstrably consider the equality and diversity implications of decisions they make.

9. SECRETARIAT AND ADMINISTRATION

9.1 The Committee shall be supported with a secretariat function which will include ensuring that:

- The agenda and papers are prepared and distributed in accordance with the Standing Orders having been agreed by the Chair with the support of the relevant executive lead;

- Attendance of those invited to each meeting is monitored and highlighting to the Chair those that do not meet the minimum requirements;
- Records of members' appointments and renewal dates and the Board is prompted to renew membership and identify new members where necessary;
- Good quality minutes are taken in accordance with the Standing Orders and agreed with the chair and that a record of matters arising, action points and issues to be carried forward are kept;
- The Chair is supported to prepare and deliver reports to the Board;
- The Committee is updated on pertinent issues/ areas of interest/ policy developments;
- Action points are taken forward between meetings and progress against those actions is monitored.

10. REVIEW

10.1 The Committee will review its effectiveness at least annually.

10.2 These Terms of Reference will be reviewed at least annually and more frequently if required. Any proposed amendments to the terms of reference will be submitted to the Board for approval.

Date of approval:

Date of Review:

NHS LINCOLNSHIRE INTEGRATED CARE BOARD

REMUNERATION COMMITTEE

TERMS OF REFERENCE

1. CONSTITUTION

1.1 The Remuneration Committee (the Committee) is established by the Integrated Care Board (the Board or ICB) as a Committee of the Board in accordance with its Constitution.

1.2 These terms of reference, which must be published on the ICB website, set out the membership, the remit, responsibilities and reporting arrangements of the Committee and may only be changed with the approval of the Board.

1.3 The Committee is a non-executive committee of the Board and its members, including those who are not members of the Board, are bound by the Standing Orders and other policies of the ICB.

2. AUTHORITY

2.1 The Remuneration Committee is authorised by the Board to:

- Investigate any activity within its terms of reference;
- Seek any information it requires within its remit, from any employee or member of the ICB (who are directed to co-operate with any request made by the committee) within its remit as outlined in these terms of reference;
- Obtain legal or other independent professional advice and secure the attendance of advisors with relevant expertise if it considers this is necessary to fulfil its functions. In doing so the committee must follow any procedures put in place by the ICB for obtaining legal or professional advice;

2.2 For the avoidance of doubt, in the event of any conflict, the ICB Standing Orders, Standing Financial Instructions and the Scheme of Reservation and Delegation will prevail over these terms of reference other than the committee being permitted to meet in private.

3. PURPOSE OF THE COMMITTEE

3.1 The Committee's main purpose is to exercise the functions of the ICB relating to paragraphs 17 to 19 of Schedule 1B to the NHS Act 2006. In summary:

- Confirm the ICB Pay Policy including adoption of any pay frameworks for all employees including senior managers/directors (including board members) and non-executive directors.

3.2 The Board has also delegated the following functions to the Committee:

To be agreed (if appropriate)

4. MEMBERSHIP AND ATTENDANCE

Membership

4.1 The Committee members shall be appointed by the Board in accordance with the ICB Constitution.

4.2 The Board will appoint no fewer than three members of the Committee who are Non-Executive Members of the Board.

4.3 The Chair of the Audit Committee may not be a member of the Remuneration Committee.

4.4 The Chair of the Board may be a member of the Committee but may not be appointed as the Chair.

4.5 When determining the membership of the Committee, active consideration will be made to diversity and equality.

Chair and Vice Chair

4.6 In accordance with the constitution, the Committee will be chaired by an independent non-executive member of the Board appointed on account of their specific knowledge skills and experience making them suitable to chair the Committee.

- Committee members may appoint a Vice Chair from amongst the members.
- In the absence of the Chair, or Vice Chair, the remaining members present shall elect one of their number Chair the meeting.
- The Chair will be responsible for agreeing the agenda and ensuring matters discussed meet the objectives as set out in these ToR.

Attendees

4.7 Only members of the Committee have the right to attend Committee meetings, but the Chair may invite relevant staff to the meeting as necessary in accordance with the business of the Committee.

4.8 Meetings of the Committee may also be attended by the following individuals who are not members of the Committee for all or part of a meeting as and when appropriate. Such attendees will not be eligible to vote:

- The ICB's most senior HR Advisor or their nominated deputy
- Director of Finance or their nominated deputy
- Chief Executive or their nominated deputy

4.9 The Chair may ask any or all of those who normally attend, but who are not members, to withdraw to facilitate open and frank discussion of particular matters.

4.10 No individual should be present during any discussion relating to:

- Any aspect of their own pay;
- Any aspect of the pay of others when it has an impact on them.

5. MEETINGS QUORACY AND DECISIONS

5.1 The Committee will meet in private.

.2 The Committee will meet at least twice each year and arrangements and notice for calling meetings are set out in the Standing Orders. Additional meetings may take place as required.

5.3 The Board, Chair or Chief Executive may ask the Remuneration Committee to convene further meetings to discuss particular issues on which they want the Committee's advice.

5.4 In accordance with the Standing Orders, the Committee may meet virtually when necessary and members attending using electronic means will be counted towards the quorum.

Quorum

5.5 For a meeting to be quorate a minimum of two of the non-executive members is required, including the Chair or Vice Chair.

5.6 If any member of the Committee has been disqualified from participating on item in the agenda, by reason of a declaration of conflicts of interest, then that individual shall no longer count towards the quorum.

If the quorum has not been reached, then the meeting may proceed if those attending agree, but no decisions may be taken.

Decision making and voting

5.7 Decisions will be guided by national NHS policy and best practice to ensure that staff are fairly motivated and rewarded for their individual contribution to the organisation, whilst ensuring proper regard to wider influences such as national consistency.

5.8 Decisions will be taken in according with the Standing Orders. The Committee will ordinarily reach conclusions by consensus. When this is not possible the Chair may call a vote.

5.9 Only members of the Committee may vote. Each member is allowed one vote and a majority will be conclusive on any matter.

5.10 Where there is a split vote, with no clear majority, the Chair of the Committee will hold the casting vote.

6. RESPONSIBILITIES OF THE COMMITTEE

6.1 The Committee's duties are as follows:

For the Chief Executive, Directors and other Very Senior Managers:

- Determine all aspects of remuneration including but not limited to salary, (including any performance-related elements) bonuses, pensions and cars;
- Determine arrangements for termination of employment and other contractual terms and non-contractual terms.

For all staff:

- Determine the ICB pay policy (including the adoption of pay frameworks such as Agenda for Change);
- Oversee contractual arrangements;
- Determine the arrangements for termination payments and any special payments following scrutiny of their proper calculation and taking account of such national guidance as appropriate.

6.2 Possible additional functions that ICBs might choose to include in the scope of the committee include:

- Functions in relation to nomination and appointment of (some or all) Board members;
- Functions in relation to performance review/ oversight for directors/senior managers;
- Succession planning for the Board;
- Assurance in relation to ICB statutory duties relating to people such as compliance with employment legislation including such as Fit and proper person regulation (FPPR).

7. BEHAVIOURS AND CONDUCT

Benchmarking and Guidance

7.1 The Committee will take proper account of National Agreements and appropriate benchmarking, for example Agenda for Change and guidance issued by the Government, the Department of Health and Social Care, NHS England and the wider NHS in reaching their determinations.

ICB Values

7.2 Members will be expected to conduct business in line with the ICB values and objectives and the principles set out by the ICB.

7.3 Members of, and those attending, the Committee shall behave in accordance with the ICB's constitution, Standing Orders, and Standards of Business Conduct Policy.

Equality Diversity and Inclusion

7.4 Members must demonstrably consider the equality, diversity and inclusion implications of decisions they make.

8. ACCOUNTABILITY AND REPORTING

8.1 The Committee is accountable to the Board and shall report to the Board on how it discharges its responsibilities.

8.2 The Committee will be required to:

a) Provide a written report to the Board following each meeting outlining the key matters discussed, any points for escalation, assurance and/or decision and/or any new areas of risk. The Chair of the Committee shall attend the Board (public meeting) to present the report.

8.3 Where minutes and reports identify individuals, they will not be made public and will be presented at part B of the Board. Public reports will be made as appropriate to satisfy any requirements in relation to disclosure of public sector executive pay.

8.4 The Committee will provide the Board with an Annual Report. The report will summarise its conclusions from the work it has done during the year.

9. DECLARATIONS OF INTEREST

Where a member of the Committee is aware of an interest, conflict or potential interest in relation to the scheduled or likely business of the meeting, they will bring this to the attention of the Chair of the meeting as soon as possible, and before the meeting where possible.

The Chair of the meeting will determine how this should be managed and inform the member of their decision. The Chair may require the individual to withdraw from meeting or part of it. Where the Chair is aware that they themselves have such an interest, conflict or potential conflicts of interests they will bring it to the attention of the Committee, and the Vice Chair will act as Chair for the relevant part of the meeting.

Any declarations of interest, conflicts and potential conflicts, and arrangements to manage those agreed in any meeting of the Committee, will be recorded in the minutes.

Failure to disclose an interest, whether intentional or otherwise, will be treated in line with the ICB's policy for managing conflicts of interest, and may result in suspension from the Committee.

10. SECRETARIAT AND ADMINISTRATION

10..1 The Committee shall be supported with a secretariat function. Which will include ensuring that:

- The agenda and papers are prepared and distributed in accordance with the Standing Orders having been agreed by the Chair with the support of the relevant executive lead;
- Records of members' appointments and renewal dates and the Board is prompted to renew membership and identify new members where necessary;
- Good quality minutes are taken in accordance with the standing orders and agreed with the chair and that a record of matters arising, action points and issues to be carried forward are kept;

- The Chair is supported to prepare and deliver reports to the Board;
- The Committee is updated on pertinent issues/ areas of interest/ policy developments; and
- Action points are taken forward between meetings.

11. REVIEW

11.1 The Committee will review its effectiveness at least annually.

11.2 These terms of reference will be reviewed at least annually and earlier if required. Any proposed amendments to the terms of reference will be submitted to the Board for approval.

Date of approval:

Date of review:

Remuneration Committee - Arrangements regarding the Non-Executive Directors Remuneration

When matters relating to Non-Executive Directors are discussed, a separate Remuneration Panel will be established, comprising of the following:

- ICB Chair
- Chief Executive
- Director of Finance
- Medical Director
- Clinical Lead
- HR Lead

The Chair of the Panel will be confirmed by the ICB Chair.

The Panel will be supported by the ICB Board Secretary.

NHS LINCOLNSHIRE INTEGRATED CARE BOARD

PRIMARY CARE AND DELEGATED FUNCTIONS COMMITTEE

TERMS OF REFERENCE

1. CONSTITUTION

The Primary Care and Delegated Function Committee (the Committee) is established by the Integrated Care Board (the ICB) as a Committee of the Board in accordance with its Constitution.

These Terms of Reference which must be published on the ICB website, set out the Membership, the remit, responsibilities and reporting arrangements of the Committee and may only be changed with the approval of the Board.

The Committee is an ICB Non-Executive Member Chaired Committee of the Board and its members are bound by the Standing Orders and other policies of the ICB.

2.. DELEGATED AUTHORITY

The Primary Care and Delegated Function Committee is a formal Committee of the ICB. The Board has delegated authority to the Committee as set out in the Scheme of Reservation and Delegation and may be amended from time to time.

The Primary Care and Delegated Function Committee holds only those powers as delegated in these Terms of Reference as determined by the ICB Board.

The Committee has delegated authority to make decisions within the bounds of its remit.

Specifically:

- Financial plans in respect of primary medical services
- Procurement of primary medical services
- Practice payments and reimbursement
- Investment in practice development
- Contractual compliance and sanctions

The decisions of the Committee shall be binding on NHS England and the ICB.

3. PURPOSE OF THE COMMITTEE

The Committee has been established to enable the members to make collective decisions on the review, planning commissioning and procurement of primary care services within the ICS area under delegated authority from NHS England.

In performing its role, the Committee will exercise its management of the functions in accordance with the agreements entered into between NHS England and the ICB, which will sit alongside the delegation and terms of reference.

4. MEMBERSHIP AND ATTENDANCE

Membership

The Committee Members shall be appointed by the Board in accordance with the ICB Constitution.

The Board will appoint no fewer than three members of the Committee who are Non-Executive Members of the Board. Other members of the Committee may or may not be members of the Board.

When determining the membership of the Committee, active consideration will be given to issues of inclusion and diversity.

The Committee Members are:

- Director for Primary Care and Community and Social Value
- Director for Health Inequalities and Regional Collaboration
- Director of Nursing or Deputy Director of Nursing
- Senior Finance Lead

Members of the Committee will possess between them knowledge and skills in carrying out the functions relating to the commissioning of primary medical services under Section 83 of the NHS Act.

Only members of the Committee have the right to attend Committee meetings, however all meetings of the Committee will also be attended by the following individuals who are not members of the Committee:

- NHS England
- Healthwatch Lincolnshire
- A representative of the Lincolnshire Health and Wellbeing Board
- A representative from Lincolnshire Local Medical Committee

The Chair may ask any or all of those who normally attend, but who are not members, to withdraw to facilitate open and frank discussion of particular matters.

Where members are unable to attend, they should ensure that a named and briefed deputy is in attendance who is able to participate on their behalf.

Chair and Vice Chair

The Committee will be chaired by Non-Executive Member of the Board appointed on account of their specific knowledge, skills and experience making them suitable to chair the Committee.

Committee members may appoint a Vice Chair from amongst the members.

The Chair will be responsible for agreeing the agenda and ensuring that matters discussed meet the objectives as set out in the Terms of Reference.

5. MEETINGS QUORACY AND DECISION

The Committee will meet in public and private.

The Committee will meet as a minimum at least six times each year and arrangements and notice for calling meetings are set out in the Standing Orders. Additional meetings may take place as required.

The Board, Chair or Chief Executive may ask the Primary Care and Delegated Function Committee to convene further meetings to discuss particular issues on which they want the Committee's advice.

In accordance with the Standing Orders, the Committee may meet virtually when necessary and members attending using electronic means will be counted towards the quorum.

Quoracy

The quorum of the Committee is a minimum of four voting members. This must include the Chair or Vice Chair.

If any member of the Committee has been disqualified from participating in an item on the agenda, by reason of a declaration of conflicts of interest, then that individual shall no longer count towards the quorum.

If the quorum has not been reached, then the meeting may proceed if those attending agree but no decisions may be taken

Decision making and voting

Decisions will be guided by national NHS policy and best practice whilst ensuring proper regard to wider influences such as national consistency.

Decisions will be taken in according with the Standing Orders. The Committee will ordinarily reach conclusions by consensus. When this is not possible the Chair may call a vote.

Only members of the Committee may vote. Each member is allowed one vote and a majority will be conclusive on any matter.

Where there is a split vote, with no clear majority, the Chair of the Committee will hold the casting vote.

6. RESPONSIBILITIES OF THE COMMITTEE

The role of the Committee shall be to carry out the functions relating to the commissioning of Primary Medical Services section 83 of the NHS Act.

This includes the following:

- GMS, PMS and APMS contracts (including the design of PMS and APMS contracts, monitoring of contracts, taking contractual action such as issuing breach/remedial notices, and removing a contract);
- Managing the design and commissioning of enhanced services ("Local Enhanced/Incentive Services" and "Directed Enhanced Services");
- Design of local incentive schemes in addition to or as an alternative to the national framework, including the Quality Outcomes Framework (QOF);
- Decision making on whether to establish new GP practices in an area;
- Approving practice mergers and closures; and
- Making decisions on 'discretionary' payments (e.g., returner/retainer schemes).

The Committee will also carry out the following activities:

- To make decisions on commissioning of primary care medical services;
- To receive information on the quality of commissioned primary care medical services and identifying any actions needed to address concerns, working in conjunction with the Quality and Safety Committee;
- To plan, including needs assessment, primary care medical services;
- To undertake reviews of primary medical care services;
- To co-ordinate a consistent approach to the commissioning of primary care services generally;
- To manage the budget for commissioning of primary medical care services, including in relation to premises.

- The Committee should ensure an appropriate level of patient participation and engagement, and to take account of patient experience.
- To make decisions about local investment and primary care on behalf of the ICB
- Taking procurement decisions in respect of primary medical services these shall be in line with statutory requirements and guidance, the ICB's Constitution and Standing Orders and the Delegation agreement between NHS England and the ICB.
- To review those risks on the ICB risk register and Assurance Framework which have been assigned to the committee and ensure that appropriate and effective mitigating actions are in place. Where the Committee receives insufficient assurance, it will challenge. Assess risks and escalate to the ICB or NHS England if necessary.

7. ACCOUNTABILITY AND REPORTING ARRANGEMENTS

All committees and sub-committees are listed in the Scheme of Reservation and Delegation (SoRD). Each Committee and Sub-Committee established by the ICB operates under terms of reference and membership agreed by the Board or the relevant Committee who the Board has delegated the power to make further delegations to Sub-Committees. All terms of reference are published in the ICB Governance Handbook.

The Committee will have unlimited authority to make decisions in relation to primary medical care commissioning in accordance with the Delegation Agreement as reflected in the ICB's Scheme of Reservation and Delegation and the ICB's Constitution. The Committee is accountable to the Board and shall report to the Board on how it discharges its responsibilities.

The Primary Care and Delegated Function Committee is directly accountable to the ICB. The minutes of meetings shall be formally recorded.

As a Committee that fulfils delegated functions of the ICB, the Primary Care and Delegated Function Committee will be required to:

a) Provide a written report to the Board following each meeting outlining the key matters discussed, any points for escalation, assurance and/or decision and/or any new areas of risk. The Chair of the Committee shall attend the Board (public meeting) to present the report.

b) A Committee Chair may also request an Executive lead to attend the Audit Committee to discuss significant risks or matters or issue arising from internal audit reports in greater detail.

8. BEHAVIOURS AND CONDUCT

ICB values

Members will be expected to conduct business in line with the ICB values and objectives. Members of, and those attending, the Committee shall behave in accordance with the ICB's Constitution, Standing Orders, and Standards of Business Conduct Policy.

Equality and diversity

Members must demonstrably consider the equality and diversity implications of decisions they make.

9. DECLARATIONS OF INTEREST

Where a member of the Committee is aware of an interest, conflict or potential interest in relation to the scheduled or likely business of the meeting, they will bring this to the attention of the Chair of the meeting as soon as possible, and before the meeting where possible.

The Chair of the meeting will determine how this should be managed and inform the member of their decision. The Chair may require the individual to withdraw from meeting or part of it. Where the Chair is aware that they themselves have such an interest, conflict or potential conflicts of interests they will bring it to the attention of the Committee, and the Vice Chair will act as Chair for the relevant part of the meeting.

Any declarations of interest, conflicts and potential conflicts, and arrangements to manage those agreed in any meeting of the Committee, will be recorded in the minutes.

Failure to disclose an interest, whether intentional or otherwise, will be treated in line with the ICB's policy for managing conflicts of interest, and may result in suspension from the Committee.

10. SECRETARIAT AND ADMINISTRATION

The Committee shall be supported with a secretariat function which will include ensuring that:

- The agenda and papers are prepared and distributed in accordance with the Standing Orders having been agreed by the Chair with the support of the relevant executive lead;
- Attendance of those invited to each meeting is monitored and highlighting to the Chair those that do not meet the minimum requirements;
- Membership will be considered as part of TOR review processes.
- Good quality minutes are taken in accordance with the standing orders and agreed with the chair and that a record of matters arising, action points and issues to be carried forward are kept;
- The Chair is supported to prepare and deliver reports to the Board;
- The Committee is updated on pertinent issues/ areas of interest/ policy developments;
- Action points are taken forward between meetings and progress against those actions is monitored.

11. REVIEW

The Committee will review its effectiveness at least annually and complete an annual report submitted to the Board.

These terms of reference will be reviewed at least annually and more frequently if required. Any proposed amendments to the terms of reference will be submitted to the Board for approval.

The Committee will utilise a continuous improvement approach in its delegation and all members will be encouraged to review the effectiveness of the meeting at each sitting.

Date of approval:

Date of review:

6. NON-STATUTORY COMMITTEE TERMS OF REFERENCE

NHS LINCOLNSHIRE INTEGRATED CARE BOARD

QUALITY COMMITTEE
(SYSTEM QUALITY & PATIENT EXPERIENCE COMMITTEE)

TERMS OF REFERENCE

1. CONSTITUTION

The Quality Committee (the Committee) is established by the Integrated Care Board (the Board or ICB) and will be a joint Committee between the ICB and NHS providers accordance with the Boards Constitution.

These Terms of Reference (ToR), which must be published on the ICB website, set out the membership, the remit, responsibilities and reporting arrangements of the Committee and may only be changed with the approval of the Board.

The Committee is an ICB non-executive chaired committee of the Board, and its members are bound by the Standing Orders and other policies of the ICB.

2. AUTHORITY

The Quality Committee is a formal Committee of the ICB. The Board has delegated authority to the Committee as set out in the Scheme of Reservation and Delegation and may be amended from time to time.

The Quality Committee holds only those powers as delegated in these Terms of Reference as determined by the ICB Board.

3. PURPOSE OF THE COMMITTEE

The Quality Committee has been established to provide the ICB with assurance that it is delivering its functions in a way that secures continuous improvement in the quality of services, against each of the dimensions of quality set out in the Shared Commitment to Quality and enshrined in the Health and Care Bill 2021. This includes reducing inequalities in the quality of care.

The Committee exists to scrutinise the robustness of, and gain and provide assurance to the ICB, that there is an effective system of quality governance and internal control that supports it to effectively deliver its strategic objectives and provide sustainable, high-quality care.

The Committee will provide regular assurance updates to the ICB in relation to activities and items within its remit.

4. MEMBERSHIP AND ATTENDANCE

Membership

The Committee members shall be appointed by the Board in accordance with the ICB Constitution.

The Board will appoint no fewer than three members of the Committee including one of which will be a Non-Executive Member of the Board (from the ICB) and Non-Executive Members from the NHS provider organisations (Acute, Mental Health & Community trusts). Other attendees of the Committee need not be members of the Board, but they may be attendees.

When determining the membership of the Committee, active consideration will be made to equality, diversity and inclusion.

The Committee Members are:

- ICB Non-Executive Member (Chair)
- ICB Director of Nursing
- ICB Medical Director
- System Non-Executive Members (Chairs of the System Quality Committees) Representatives (1 acute provider representative,1 community, 1 mental health and 1 primary care representative).
- ICB GP Clinical Lead
- LA representation (Chair of the Health Protection Board or Deputy Chair).
- An individual may represent more than one area.

Only members of the Committee have the right to attend Committee meetings, however all meetings of the Committee will also be attended by the following individuals who are not members of the Committee: Attendees are:

- Directors of Nursing & Medical directors in the NHS trusts and or their deputies
- Deputy Director of Nursing and Quality
- Chair/Deputy Chair of the System Quality Group
- Clinical Leads Localities
- Ambulance trust (EMAS)
- HealthWatch
- Public Health Representative
- University Representative
- Safeguarding Leads
- ICB IPC Lead
- Representative of the Primary Care Liaison Committee
- Subject matter experts will be invited to attend to support focused discussions on a ‘as required’ basis e.g., Patient safety lead, HEE, AHSN, LMNS lead or CYP lead. Individuals may represent more than one area for these focused discussion topics.

The Chair may ask any or all of those who normally attend, but who are not members, to withdraw when the committee needs to attend to sensitive/confidential business in accordance with its constitution.

Where members are unable to attend, they should ensure that a named and briefed deputy is in attendance who is able to participate on their behalf.

Chair and vice chair

In accordance with the Constitution, the Committee will be chaired by a Non-Executive Member of the Board appointed on account of their specific knowledge skills and experience making them suitable to Chair the Committee.

Committee members will appoint a Vice Chair of the Committee who will be one of the Non-Executive Members of the Board.

The Chair will be responsible for agreeing the agenda and ensuring that matters discussed meet the objectives as set out in the Terms of Reference.

5. MEETING QUORACY AND DECISIONS

The Quality Committee shall meet formally a minimum of eight times per year, along with two development sessions. Additional meetings may be convened on an exceptional basis at the discretion of the Committee Chair.

Quoracy

There will be a minimum of two Non-Executive Members, plus at least the Director of Nursing or Medical Director, one NED NHS provider member and one Local Authority representative.

In accordance with the Standing Orders, the Committee may meet virtually when necessary and members attending using electronic means will be counted towards the quorum.

If any member of the Committee has been disqualified from participating in an item on the agenda, by reason of a declaration of conflicts of interest, then that individual shall no longer count towards the quorum.

Decision making and voting

Decisions will be taken in accordance with the Standing Orders. The Committee will ordinarily reach conclusions by consensus. When this is not possible the Chair may call a vote.

Only members of the Committee may vote. Each member is allowed one vote and a majority will be conclusive on any matter.

Where there is a split vote, with no clear majority, the Chair of the Committee will hold the casting vote. The result of the vote will be recorded in the minutes.

If a decision is needed which cannot wait for the next scheduled meeting, the Chair may conduct business on a 'virtual' basis through the use of telephone, email or other electronic communication.

6. RESPONSIBILITIES OF THE COMMITTEE

The responsibilities of the Quality Committee will be authorised by the ICB Board. It is expected that the Quality Committee will:

- Be assured that there are robust processes in place for the effective management of quality in line with the National Quality Board (NQB) Shared Commitment to Quality.
- Scrutinise structures in place to support quality planning, control and improvement, to be assured that the structures operate effectively, and timely action is taken to address areas of concern.

- Agree and put forward the key quality priorities that are included within the ICB strategy/ annual plan, including priorities to address variation/ inequalities in care.
- Oversee and monitor delivery of the ICB key statutory requirements.
- Review and monitor those risks on the BAF and Corporate Risk Register which relate to quality, and high-risk operational issues which could impact on care. Ensure the ICB is kept informed of significant risks and mitigation plans, in a timely manner.
- Oversee and scrutinise the ICB's response to all relevant (as applicable to quality) Directives, Regulations, national standard, policies, reports, reviews and best practice as issued by the DHSC, NHSEI and other regulatory bodies / external agencies (e.g., CQC, NICE) to gain assurance that they are appropriately reviewed and actions are being undertaken, embedded and sustained.
- Maintain an overview of changes in the methodology employed by regulators and changes in legislation/regulation and assure the ICB that these are disseminated and implemented across all sites.
- Oversee and seek assurance on the effective and sustained delivery of the ICB Quality Improvement Programmes.
- Ensure that mechanisms are in place to review and monitor the effectiveness of the quality of care delivered by providers and place.
- Receive assurance that the ICB identifies lessons learned from all relevant sources, including, incidents, never events, complaints and claims and ensures that learning is disseminated and embedded.
- Receive assurance that the ICB has effective and transparent mechanisms in place to monitor mortality and that it learns from death (including coronial inquests and Preventing Future Deaths /reg 28 reports).
- To be assured that people drawing on services are systematically and effectively involved as equal partners in quality activities.
- Scrutinise the robustness of the arrangements for and assure compliance with the ICB's statutory responsibilities for safeguarding adults and children.
- Scrutinise the robustness of the arrangements for and assure compliance with the ICB's statutory responsibilities for infection prevention and control.
- Scrutinise the robustness of the arrangements for and assure compliance with the ICB's statutory responsibilities for patient engagement and experience .
- Scrutinise the robustness of the arrangements for and assure compliance with the ICB's statutory responsibilities for equality and diversity as it applies to people drawing on services.
- Scrutinise the robustness of the arrangements for and assure compliance with the ICB's statutory responsibilities for medicines optimisation and safety.
- Have oversight of and approve the Terms of Reference and work programmes for the groups reporting into the Quality Committee (e.g., System Quality Groups, Infection Prevention and Control, Safeguarding Boards / Hubs etc).

7. ACCOUNTABILITY AND REPORTING ARRANGEMENTS

All Committees and Sub-Committees are listed in the SoRD. Each Committee and Sub-Committee established by the ICB operates under terms of reference and membership agreed by the Board or the relevant Committee who the Board has delegated the power to make further delegations to Sub-Committees. All Terms of Reference are published in the Governance Handbook.

The Quality Committee is directly accountable to the ICB. The minutes of meetings shall be formally recorded.

As a Committee that fulfils delegated functions of the ICB, the Quality Committee will be required to:

a) Provide a written report to the Board following each meeting outlining the key matters discussed, any points for escalation, assurance and/or decision and/or any new areas of risk. The Chair of the Committee shall attend the Board (public meeting) to present the report.
b) A Committee Chair may also request an Executive lead to attend the Audit Committee to discuss significant risks or matters or issue arising from internal audit reports in greater detail

The Committee will receive scheduled assurance report from its delegated groups. Any delegated groups would need to be agreed by the ICB Board.

8. BEHAVIOURS AND CONDUCT

ICB values

Members will be expected to conduct business in line with the ICB values and objectives. Members of, and those attending, the Committee shall behave in accordance with the ICB's Constitution, Standing Orders, and Standards of Business Conduct Policy.

Equality and diversity

Members must demonstrably consider the equality and diversity implications of decisions they make.

9. DECLARATIONS OF INTEREST

Where a member of the Committee is aware of an interest, conflict or potential interest in relation to the scheduled or likely business of the meeting, they will bring this to the attention of the Chair of the meeting as soon as possible, and before the meeting where possible.

The Chair of the meeting will determine how this should be managed and inform the member of their decision. The Chair may require the individual to withdraw from meeting or part of it. Where the Chair is aware that they themselves have such an interest, conflict or potential conflicts of interests they will bring it to the attention of the Committee, and the Vice Chair will act as Chair for the relevant part of the meeting.

Any declarations of interest, conflicts and potential conflicts, and arrangements to manage those agreed in any meeting of the Committee, will be recorded in the minutes.

Failure to disclose an interest, whether intentional or otherwise, will be treated in line with the ICB's policy for managing conflicts of interest, and may result in suspension from the Committee.

10. SECRETARIAT AND ADMINISTRATION

The Committee shall be supported with a secretariat function which will include ensuring that:

- The agenda and papers are prepared and distributed a minimum of 5 working days before the meeting having been agreed by the Chair with the support of the relevant executive lead;
- Attendance of those invited to each meeting is monitored and highlighting to the Chair those that do not meet the minimum requirements;
- Membership will be considered as part of TOR review processes
- Accurate and accessible minutes are taken and agreed with the chair and that a record of matters arising, action points and issues to be carried forward are kept;
- The Chair is supported to prepare and deliver reports to the Board;

- The Committee is updated on pertinent issues/ areas of interest/ policy developments;
- Action points are taken forward between meetings and progress against those actions is monitored.

11. REVIEW

The Committee will review its effectiveness at least annually and complete an annual report submitted to the Board.

These Terms of Reference will be reviewed at least annually and more frequently if required. Any proposed amendments to the terms of reference will be submitted to the Board for approval.

The Committee will utilise a continuous improvement approach in its delegation and all members will be encouraged to review the effectiveness of the meeting at each sitting.

Date of approval: July 2022

Date of review: November 2022 (approved by the Board in November 2022)

NHS LINCOLNSHIRE INTEGRATED CARE BOARD

FINANCE AND RESOURCE COMMITTEE

TERMS OF REFERENCE

1. CONSTITUTION

The Finance and Resource Committee (the Committee) is established by the Integrated Care Board (the Board or ICB) and will be a joint Committee between the ICB and NHS providers accordance with the Boards Constitution.

These Terms of Reference (ToR), which must be published on the ICB website, set out the membership, the remit, responsibilities and reporting arrangements of the Committee and may only be changed with the approval of the Board.

The Committee is an ICB Non-Executive Chaired Committee of the Board, and its members, including those who are not members of the Board, are bound by the Standing Orders and other policies of the ICB.

2. AUTHORITY

The Finance and Resource Committee is a formal Committee of the ICB. The Board has delegated authority to the Committee as set out in the Scheme of Reservation and Delegation and may be amended from time to time.

The Finance and Resource Committee holds only those powers as delegated in these Terms of Reference as determined by the ICB Board.

The Finance and Resource Committee is authorised by the Board to:

- Investigate any activity within its Terms of reference;
- Seek any information it requires within its remit, from any employee or member of the ICB (who are directed to co-operate with any request made by the Committee) as outlined in these terms of reference;
- Commission any reports it deems necessary to help fulfil its obligations;
- Obtain legal or other independent professional advice and secure the attendance of advisors with relevant expertise if it considers this is necessary to fulfil its functions. In doing so the Committee must follow the procedures put in place by the ICB for obtaining legal or professional advice.
- Create sub groups in order to take forward specific programmes of work as considered necessary by the Committee's members. The Committee shall determine the membership and terms of reference of any such sub-groups in accordance with the ICB's Constitution, Standing Orders and Scheme of Reservation and Delegation (SoRD) but may not delegate any decisions to such groups.

3. PURPOSE OF THE COMMITTEE

The ICB Finance and Resource Committee role has been established to support delivery of the ICB objectives by providing oversight and assurance to the Board in the development and delivery of a robust, viable and sustainable system financial plan.

The financial performance of the ICB and the financial performance of NHS organisations within the ICB footprint are within the scope of this Committee.

The Finance and Resource Committee will provide oversight and assurance on:

1. The development and delivery of a viable and sustainable system financial plans covering the short medium and long term.
2. Service change proposals and investments and oversight of the Lincolnshire 'double lock' and risk and gain share mechanisms.
3. The management of risks to plan delivery.
4. Resource distribution and funds flow arrangements for revenue and capital.

4. MEMBERSHIP AND ATTENDANCE

Membership

The Committee members shall be appointed by the Board in accordance with the ICB Constitution. When determining the membership of the Committee, active consideration will be made to equality, diversity and inclusion.

The Committee Members are:

- Chair: ICB Non-Executive Member
- NED who chairs the Finance Committee from each Lincolnshire NHS trust (one of whom will be the Vice Chair).
- ICB Director of Finance
- ICB Clinical representative
- ICB Quality representative
- Director of Finance from each Lincolnshire NHS trust
- Nominated Director responsible for Operations from an NHS trust

Only members of the Committee have the right to attend Committee meetings, however all meetings of the Committee will also be attended by the following individuals who are not members of the Committee:

- ICB Associate Directors of Finance

The Chair may ask any or all of those who normally attend, but who are not members, to withdraw to facilitate open and frank discussion of particular matters.

Where members are unable to attend, they should ensure that a named and briefed deputy is in attendance who is able to participate on their behalf.

Chair and vice chair

In accordance with the Constitution, the Committee will be chaired by a Non-Executive Member of the Board. In the event of the Chair of the Committee being unable to attend all or part of the meeting, the Vice-chair shall Chair the meeting.

The Chair will be responsible for agreeing the agenda and ensuring that matters discussed meet the committee purpose as set out in the Terms of Reference.

5. MEETING QUORACY AND DECISIONS

The Finance and Resource Committee shall usually meet on a monthly basis over the financial year. Additional meetings may be convened on an exceptional basis at the discretion of the Committee Chair.

Quoracy

There will be a minimum of two Non-Executive Members, plus two Directors of Finance.

In accordance with the Standing Orders, the Committee may meet virtually when necessary and members attending using electronic means will be counted towards the quorum.

If any member of the Committee has been disqualified from participating in an item on the agenda, by reason of a declaration of conflicts of interest, then that individual shall no longer count towards the quorum.

If the quorum has not been reached, then the meeting may proceed if those attending agree, but no decisions may be taken.

Decision making and voting

Decisions will be taken in according with the Standing Orders. The Committee will ordinarily reach conclusions by consensus. When this is not possible the Chair may call a vote.

Only members of the Committee may vote. Each member is allowed one vote and a majority will be conclusive on any matter.

Where there is a split vote, with no clear majority, the Chair of the Committee will hold the casting vote. The result of the vote will be recorded in the minutes.

If a decision is needed which cannot wait for the next scheduled meeting, the Chair may conduct business on a 'virtual' basis through the use of telephone, email or other electronic communication.

6. RESPONSIBILITIES OF THE COMMITTEE

Strategic Financial Framework

- To recommend for approval the ICS and ICB financial governance arrangements and the policy and financial delegations framework and provide oversight of their operation.
- Make decisions within the scope of the Committee's delegation arrangements, through the ICB SoRD, to devise supporting frameworks and financial mechanisms such as pooled arrangements, system risk and gain arrangements, and NHSE delegations.
- Oversee the operation of relevant financial mechanisms.

Revenue Resource Allocation Framework

- To develop and recommend an approach to distribute ICB resources to drive change that is supportive of the ICB strategy.
- Promote a collaborative approach to ICS and ICB financial delivery which prioritises those outcomes which maximise system return on investment.
- To ensure health and social inequalities considerations are incorporated into financial resource allocation.

Financial Planning

- To oversee the development of medium and long-term ICB and ICS financial plans which demonstrate patient and population value and sustainability and recommend them to the ICB Board for approval.
- To scrutinise and provide assurance on the ICS annual operational plan which is a consolidation of organisational annual plans and ensure these are aligned to the ICS medium term plan.
- To consider business cases for major investments / disinvestments for material service change or efficiency schemes and make recommendations to the ICB Board.

Assurance and use of resources

- Oversight of the financial performance reporting of the NHS Lincolnshire System, so that there is "one version of the truth".

- To provide oversight of the delivery of ICS and ICB financial targets and ICS operational targets with financial implications and agree and monitor any actions taken to improve financial performance.
- To monitor financial performance and report to the Board the ICS and ICB financial position, highlighting areas of concern.
- Promote approaches which put patient value at the core of system decision making.
- Provide scrutiny of, and make recommendations based on conclusions and reporting from, the Investment Panel.

Efficiency

- Provide oversight for the development of the System Improvement Plan and recommend its approval by the ICB Board.
- Monitor the delivery of the System Improvement Plan and highlight areas of concern to the ICB Board.
- Provide scrutiny of the delivery of system wide efficiency savings and organisational efficiency plans with system implications.

Risk

- Review and monitor those risks on the ICB Board Assurance Framework and Corporate Risk Register which relate to finance.
- Assess ICS risk based on organisational risk positions.
- Provide scrutiny and challenge so that financial outcomes are delivered with associated risks identified and mitigated.
- Ensure that the ICB is kept informed of significant risks and mitigation plans, in a timely manner

Other

- NHSE oversight framework and wider NHSE performance management.
- Assist the Lincolnshire Leaders Group and organisational Boards in reaching a common position on all other aspects of policy relevant to financial and performance issues affecting the NHS Lincolnshire system.
- Agree key messaging on financial and operational performance through to NHSE as required.

7. ACCOUNTABILITY AND REPORTING ARRANGEMENTS

All Committees and Sub-Committees are listed in the SoRD. Each Committee and Sub-committee established by the ICB operates under terms of reference and membership agreed by the Board or the relevant Committee who the Board has delegated the power to make further delegations to Sub-Committees. All terms of reference are published in the Governance Handbook.

The Finance and Resource Committee is directly accountable to the ICB. The minutes of meetings shall be formally recorded.

As a Committee that fulfils delegated functions of the ICB, the Finance and Resource Committee will be required to:

a) Provide a written report to the Board following each meeting outlining the key matters discussed, any points for escalation, assurance and/or decision and/or any new areas of risk. The Chair of the Committee shall attend the Board (public meeting) to present the report.

b) Each organisation's NEM/NED (supported by their organisational Executives) will report back to their own Finance and Performance Committee (and therefore upwards to their Board) using the Board report produced immediately after the meeting and will also share the latest approved set of meeting minutes.

c) The Chair of the Committee will send a report on the Committee's activity to the Lincolnshire Leaders Group monthly.
d) The Committee Chair may also request an Executive lead to attend the Audit and Risk Committee to discuss significant risks or matters or issue arising from internal audit reports in greater detail

The Committee will receive scheduled assurance report from its delegated groups. Any delegated groups would need to be agreed by the ICB Board.

8. BEHAVIOURS AND CONDUCT

ICB values

Members will be expected to conduct business in line with the ICB values and objectives. Members of, and those attending, the Committee shall behave in accordance with the ICB's Constitution, Standing Orders, and Standards of Business Conduct Policy.

Equality and diversity

Members must demonstrably consider the equality and diversity implications of decisions they make.

9. DECLARATIONS OF INTEREST

Where a member of the Committee is aware of an interest, conflict or potential interest in relation to the scheduled or likely business of the meeting, they will bring this to the attention of the Chair of the meeting as soon as possible, and before the meeting where possible.

The Chair of the meeting will determine how this should be managed and inform the member of their decision. The Chair may require the individual to withdraw from meeting or part of it. Where the Chair is aware that they themselves have such an interest, conflict or potential conflicts of interests they will bring it to the attention of the Committee, and the Vice Chair will act as Chair for the relevant part of the meeting.

Any declarations of interest, conflicts and potential conflicts, and arrangements to manage those agreed in any meeting of the Committee, will be recorded in the minutes.

Failure to disclose an interest, whether intentional or otherwise, will be treated in line with the ICB's policy for managing conflicts of interest, and may result in suspension from the Committee.

10. SECRETARIAT AND ADMINISTRATION

The Committee shall be supported with a secretariat function which will include ensuring that:

- The agenda and papers are prepared and distributed a minimum of 5 calendar days before the meeting having been agreed by the Chair with the support of the relevant executive lead;
- Attendance of those invited to each meeting is monitored and highlighting to the Chair those that do not meet the minimum requirements;
- Membership will be considered as part of TOR review processes
- Good quality minutes are taken and agreed with the chair and that a record of matters arising, action points and issues to be carried forward are kept;
- The Chair is supported to prepare and deliver reports to the Board;
- The Committee is updated on pertinent issues/ areas of interest/ policy developments;
- Action points are taken forward between meetings and progress against those actions is monitored.

11. REVIEW

The Committee will review its effectiveness at least annually and complete an annual report submitted to the Board.

These terms of reference will be reviewed at least annually and more frequently if required. Any proposed amendments to the terms of reference will be submitted to the Board for approval.

The Committee will utilise a continuous improvement approach in its delegation and all members will be encouraged to review the effectiveness of the meeting at each sitting.

Date of approval: Approved by Committee on 15.11.22.

Date of review: May 2023

NHS LINCOLNSHIRE INTEGRATED CARE BOARD

SERVICE DELIVERY AND PERFORMANCE

TERMS OF REFERENCE

1. CONSTITUTION

The Service Delivery and Performance (the Committee) is established by the Integrated Care Board (the Board or ICB) and will be a joint Committee between the ICB and NHS providers in accordance with the ICB Constitution.

These Terms of Reference (ToR), which must be published on the ICB website, set out the membership, the remit, responsibilities and reporting arrangements of the Committee and may only be changed with the approval of the Board.

The Committee is an ICB Non-Executive Member Chaired Committee of the Board and its members are bound by the Standing Orders and other policies of the ICB.

2. AUTHORITY

The Service Delivery and Performance Committee is a formal Committee of the ICB. The Board has delegated authority to the Committee as set out in the Scheme of Reservation and Delegation and may be amended from time to time.

The Service Delivery and Performance Committee holds only those powers as delegated in these Terms of Reference as determined by the ICB Board.

The identified boards and groups currently reporting into the Committee (N.B not an exhaustive list and likely to change overtime):

- ASR Implementation Oversight Group
- UEC Partnership Board
- Cancer Board
- Planned Care and Diagnostics Board
- Mental Health Learning Disability and Autism Partnership Group (MHLDA)
- Lincolnshire System Infrastructure and Investment Group
- System Planning and Delivery Group
- Health Inequalities Programme Board
- Primary Care Delivery Group

3. PURPOSE OF THE COMMIITTEE

The Committee is a non-statutory meeting established to provide leadership and direction in supporting the Lincolnshire NHS system, to drive forward the delivery of the agreed strategic priorities, monitor the impact of their delivery and provide oversight to the systems approach to planning. The focus of the Committee will be on progress and delivery of the ‘Lincolnshire NHS System strategic priorities and operational plan’ this being a subset of the broader Integrated Care Strategy.

All group members will promote identified initiatives and issues within organisational governance structures.

4. MEMBERSHIP AND ATTENDANCE

Membership

The Committee members shall be appointed by the Board in accordance with the ICB Constitution. Other attendees of the Committee need not be members of the Board, but they may be.

When determining the membership of the Committee, active consideration will be made to equality, diversity and inclusion.

The Committee Members are:

- ICB Non-Executive Member (Chair)
- Non-Executive Directors from each Lincolnshire NHS Organisation (with 1 as the Deputy Chair)
- ICB Director of System Delivery
- ICB Director of Strategic Planning, Integration and Partnerships
- Nominated Director responsible for Strategy and Planning from an NHS Provider
- Nominated Director responsible for Operations from an NHS Provider

Only members of the Committee have the right to attend Committee meetings, however all meetings of the Committee will also be attended by the following individuals who are not members of the Committee:

Attendees are:

- Senior Quality Lead
- Senior Finance Lead
- Associate Director – Planning & Transformation
- Head of PMO
- Deputy Director of System Delivery
- System SROs for programmes as required
- System Programme Leads as required

The Chair may ask any or all of those who normally attend, but who are not members, to withdraw to facilitate open and frank discussion of particular matters.

Chair and vice chair

In accordance with the Constitution, the Committee will be chaired by a Non-Executive Member of the Board appointed on account of their specific knowledge skills and experience making them suitable to Chair the Committee.

Committee members will appoint a Vice Chair of the Committee who will be one of the Non-Executive Members of a provider Board.

The Chair will be responsible for agreeing the agenda and ensuring that matters discussed meet the objectives as set out in the Terms of Reference.

5. MEETING QUORACY AND DECISIONS

The Service Delivery and Performance Committee shall usually meet on a monthly basis (to be determined by the ICB). Additional meetings may be convened on an exceptional basis at the discretion of the Committee Chair.

Quoracy

75% attendees from the membership outlined above – including at least Two NEDs and at least the one Executive Director.

In accordance with the Standing Orders, the Committee may meet virtually when necessary and members attending using electronic means will be counted towards the quorum.

Where members are unable to attend, they should ensure that a named and briefed deputy is in attendance who is able to participate on their behalf.

Decision making and voting

Decisions will be taken in according with the Standing Orders. The Committee will ordinarily reach conclusions by consensus. When this is not possible the Chair may call a vote.

Only members of the Committee may vote. Each member is allowed one vote and a majority will be conclusive on any matter.

Where there is a split vote, with no clear majority, the Chair of the Committee will hold the casting vote. The result of the vote will be recorded in the minutes.

If a decision is needed which cannot wait for the next scheduled meeting, the Chair may conduct business on a 'virtual' basis through the use of telephone, email or other electronic communication.

6. RESPONSIBILITIES OF THE COMMITTEE

The responsibilities of the Service Delivery and Performance Committee will be authorised by the ICB Board. It is expected that the Committee will:

- Provide assurance of system operational planning processes and robust outputs(A)
- Review the integrated care system's service delivery and performance against its annual plan, and monitor any necessary corrective planning and action, escalating significant system issues that cannot be resolved (A).
- Identify key risks effecting the delivery of agreed plans to rectify issues and maintain a Committee risk register, with significant risks being escalated (D, A).
- Assurance of system operational planning process and outputs (A).
- Provide timely information and make recommendations to the ICB Board and NHS Provider Boards (and Provider Collaborative) on service delivery and performance issues where these impact at a system level, in the context of (A):
- National priority 'transactional' measures e.g. LD health checks, MH single sex wards, Community Diagnostic Centres
- Agreed system operational plan activity and performance metrics, and initiatives to be delivered e.g. elective recovery, cancer waits, health inequalities, ambulance handovers
- Agreed outcomes, KPIs and care standards for population segments and services that are the agreed system priorities for provider collaborative service redesign and transformation.
- Monitor the effectiveness of the integrated care system's service delivery and performance reporting systems, ensuring the ICB and NHS Provider Boards (and Provider Collaborative) are assured of its continued compliance (A).
- Provide overview and scrutiny of service delivery and performance of the NHS in Lincolnshire including benchmarked performance (A).
- Where non-NHS partner organisations are having a direct adverse impact on delivery, the Committee will escalate the matter to the ICB (A).
- Ensure 'lessons learned' reports and evaluation reports on benefit realisation following the delivery of transformational programmes are developed and utilised (A).
- Ensure the 'behaviours' agreed by system partners are in fact being adopted and adhered to. The Committee will 'call out' any system partner who is not doing so (A)

7. ACCOUNTABILITY AND REPORTING ARRANGEMENTS

All committees and sub-committees are listed in the Scheme of Reservation and Delegation (SoRD). Each Committee and Sub-Committee established by the ICB operates under terms of reference and

membership agreed by the Board or the relevant Committee who the Board has delegated the power to make further delegations to Sub-Committees. All terms of reference are published in the ICB Governance Handbook.

The Service Delivery and Performance Committee is directly accountable to the ICB. The minutes of meetings shall be formally recorded.

As a Committee that fulfils delegated functions of the ICB, the Service Delivery and Performance Committee will be required to:

c) Provide a written report to the Board following each meeting outlining the key matters discussed, any points for escalation, assurance and/or decision and/or any new areas of risk. The Chair of the Committee shall attend the Board (public meeting) to present the report.

d) A Committee Chair may also request an Executive lead to attend the Audit Committee to discuss significant risks or matters or issue arising from internal audit reports in greater detail.

8. BEHAVIOURS AND CONDUCT

ICB values

Members will be expected to conduct business in line with the ICB values and objectives. Members of, and those attending, the Committee shall behave in accordance with the ICB's Constitution, Standing Orders, and Standards of Business Conduct Policy.

Equality and diversity

Members must demonstrably consider the equality and diversity implications of decisions they make on the citizens of Lincolnshire.

9. DECLARATIONS OF INTEREST

Where a member of the Committee is aware of an interest, conflict or potential interest in relation to the scheduled or likely business of the meeting, they will bring this to the attention of the Chair of the meeting as soon as possible, and before the meeting where possible.

The Chair of the meeting will determine how this should be managed and inform the member of their decision. The Chair may require the individual to withdraw from meeting or part of it. Where the Chair is aware that they themselves have such an interest, conflict or potential conflicts of interests they will bring it to the attention of the Committee, and the Vice Chair will act as Chair for the relevant part of the meeting.

Any declarations of interest, conflicts and potential conflicts, and arrangements to manage those agreed in any meeting of the Committee, will be recorded in the minutes.

Failure to disclose an interest, whether intentional or otherwise, will be treated in line with the ICB's policy for managing conflicts of interest, and may result in suspension from the Committee.

10. SECRETARIAT AND ADMINISTRATION

The Committee shall be supported with a secretariat function which will include ensuring that:

- The agenda and papers are prepared and distributed in accordance with the Standing Orders having been agreed by the Chair with the support of the relevant executive lead.
- Attendance of those invited to each meeting is monitored and highlighting to the Chair those that do not meet the minimum requirements.
- Membership will be considered as part of TOR review processes.

- Good quality minutes are taken in accordance with the standing orders and agreed with the chair and that a record of matters arising, action points and issues to be carried forward are kept.
- The Chair is supported to prepare and deliver reports to the Board.
- The Committee is updated on pertinent issues/ areas of interest/ policy developments.
- Action points are taken forward between meetings and progress against those actions is monitored.

11. REVIEW

The Committee will review its effectiveness at least annually and complete an annual report submitted to the Board.

These terms of reference will be reviewed at least annually and more frequently if required. Any proposed amendments to the terms of reference will be submitted to the Board for approval.

The Committee will utilise a continuous improvement approach in its delegation and all members will be encouraged to review the effectiveness of the meeting at each sitting.

Date of approval: 14th September 2022

Date of review: September 2023

JOINT COMMITTEE OF THE EAST MIDLANDS INTEGRATED CARE BOARDS - TERMS OF REFERENCE

Document name:		**Joint Committee of the East Midlands Integrated Care Boards - Terms of Reference**	
Senior Responsible Owner (SRO):		**Toby Sanders**	
Lead:		Neil Boughton	
Version	1.0	**Date:**	01/04/2023

Introduction and purpose	The Joint Committee has been established by the ICBs as listed: **Integrated Care Board** of **NHS Derby and Derbyshire**, **Integrated Care Board** of **NHS Leicester, Leicestershire and Rutland**, **Integrated Care Board** of **NHS Lincolnshire**, **Integrated Care Board** of **NHS Northamptonshire,** **Integrated Care Board** of **NHS Nottingham and Nottinghamshire.** From April 2023, the Integrated Care Boards (ICBs) named above enter into a Joint Working Agreement (the Agreement) for the purposes of collaboratively and jointly discharging the commissioning responsibilities covering the East Midlands geographical footprint as set out in Schedule 3 of the Agreement, and for any associated Joint Functions set out in Schedule 4 of the Agreement.. The ICBs form a statutory Joint Committee to collaboratively make decisions on the planning and delivery, including resource allocation, oversight and assurance, of Services for which they have delegated the authority to the Committee, to improve health and care outcomes and reduce health inequalities. Subject to Clauses 7.1 and 7.2 of this Agreement (Further Collaborative Working), the Partners may, to such extent that they consider it desirable, table an item at the Joint Committee relating to any other of their functions that is part of the Agreement to facilitate engagement, promote integration and collaborative working. The Partners may establish sub-groups or sub-committees of the Joint Committee, with such Terms of Reference as may be agreed between them. Any such arrangements that are in place at the commencement of the Joint Working Agreement may be documented in the Local Terms (Schedule 9).
The Terms of Reference	These Terms of Reference support effective collaboration between all Partners acting through this Joint Committee. They set out the role, responsibilities, membership, decision-making powers, and reporting arrangements of the Joint Committee in accordance with the Agreement between the ICBs. The Joint Committee will operate as the decision-making forum for exercising the agreed Joint Functions in accordance with the Agreement. By agreement, the Partners may use an alternative title for the Joint Committee that reflects local arrangements, for example, 'Commissioning Committee.'

Statutory Framework	The Partners have arranged to exercise the Relevant Functions jointly pursuant to section 65Z5 of the NHS Act 2006. The Joint Committee is established pursuant to section 65Z6 of the NHS Act 2006. Unless set out otherwise within the Agreement, the Joint Committee does not affect, and must act in accordance with, the statutory responsibilities and accountabilities of the Partners.
Role of the Joint Committee	The role of the Joint Committee is to provide strategic decision-making, leadership and oversight for the collaborative working and joint commissioning of services and any associated activities. The Joint Committee and aligned subsidiary arrangements will safely, effectively, efficiently and economically discharge the Joint Functions and deliver these services through the following key responsibilities:- • Determining the appropriate structure of the Joint Committee; • Making joint decisions in relation to the planning and commissioning of the services, and any associated commissioning or statutory functions, for the population, for example, through undertaking population needs assessments; • Making recommendations on population-based services financial allocation and financial plans; • Identifying and setting strategic priorities and undertaking ongoing assessment and review of services within the remit of the Joint Committee and aligned subsidiary arrangements, including tackling unequal outcomes and access; • Supporting the development of partnership and integration arrangements with other health and care bodies that facilitate population health management and providing a forum that enables collaboration to integrate service pathways, improve population health and services and reduce health inequalities. This includes establishing links and working effectively with parties such as Provider Collaboratives and cancer alliances, and working closely with other ICBs, Joint Committees, NHSE, provider collaboratives, local authorities and alliances.; • Oversight and assurance of the services in relation to quality, operational and financial performance, including co-ordinating risk / issue management or escalation; and developing the approach to intervention with Service Providers where there are quality or contractual issues; • Ensuring effective engagement with stakeholders, including patients and the public, and involving them in decision-making; • Ensuring appropriate clinical advice and leadership, including through Clinical Reference Groups and relevant Clinical Networks; • Determining the appropriate structure of subsidiary arrangements that enable the Joint Committee to discharge it authorities and functions, and to which the Joint Committee may seek to delegate the undertaking of such authority and functions on its behalf. • Discussing any matter which any member of the Joint Committee believes to be of such importance that it should be brought to the attention of the Joint Committee; • Where agreed by the Partners, overseeing the Collaborative Commissioning Agreements set out in the Joint Working Arrangement;

	• Otherwise ensuring that the roles and responsibilities set out in the Agreement between the Partners are discharged. • Otherwise ensuring that the roles and responsibilities set out in the Agreement between the Partners are discharged in compliance with all statutory duties, guidance and good practice, including ensuring that the Joint Committee and aligned subsidiary arrangements have sufficient independent scrutiny of its decision-making and processes. The Partners must implement such arrangements as are necessary to demonstrate good decision-making and compliance with all statutory duties, guidance and good practice, including ensuring that the Joint Committee has sufficient independent scrutiny of its decision-making and processes.
Accountability and reporting	The Joint Committee will be formally accountable to the Boards of the ICBs for the functions delegated to the Joint Committee through the Schemes of Reservation and Delegation (SORDs). Where an ICB Board requests that the Joint Committee provides information or reports on its proceedings or decisions, the Partners must comply with that request within a reasonable timescale.
Membership	<u>Core Membership</u> The following individuals will be the core members of the Joint Committee:- • An Authorised Officer (the CEO) from each ICB • A Chair or a Non-Executive Member from each ICB Each of the Core Members may nominate a named substitute to attend meetings if they are unavailable or unable to attend or because they are conflicted. Each of the Partners must ensure that the members nominated on their behalf (and any named substitutes) are of a suitable level of seniority and duly authorised to act on its behalf and to agree to be bound by the final position or decision taken at any meeting of the Joint Committee. One of the authorised officers from a single ICB will act as the Executive Lead for the Joint Committee, it is expected therefore that the Chair of the Joint Committee be nominated from another ICB. <u>Discretionary Membership</u> Each of the Partners may be represented at meetings by representatives (who may be officers or Non-Executive Members / Directors of the ICB) who may observe proceedings and contribute to the deliberations as required, but these will not have the right to vote. The Partners may also identify individuals or representatives of other organisations that may be invited to observe proceedings and contribute to the Joint Committee's deliberations as required. These representatives will not have the right to vote. <u>Term of Membership</u> Members (and any substitutes appointed) will hold their appointment until the partner they represent nominates an alternative member or they cease to hold their substantive role with the relevant partner.

	Membership Lists The Chair (or in the absence of a Chair, the Partners themselves) shall ensure that there is prepared (and updated from time to time) a list of the members and that this list is made available to the Partners.
Chair	At the first meeting of the Joint Committee, the Core Membership shall select a Chair, or joint Chairs, from among the membership. The Chair(s) shall hold office for a period of 12 months. At the first scheduled meeting after the expiry of the Chair's term of office, the Core Membership will select a Chair, or joint Chairs, who will assume office at that meeting and for the ensuing term. If the Chair(s) is / are not in attendance at a meeting, the Core Membership will select one of the members to take the chair for that meeting.
Meetings	The Joint Committee shall meet at least quarterly. At its first meeting (and at the first meeting following each subsequent anniversary of that meeting) the Joint Committee shall prepare a schedule of meetings for the forthcoming year ("the Schedule"). The Chair(s), or in the absence of a Chair, the Partners themselves, shall see that the Schedule is notified to the members. Any of the Partners may call for a special meeting outside of the Schedule as they see fit, by giving notice of their request to the Chair. The Chair(s) may, following consultation with the Partners, confirm the date on which the special meeting is to be held and then issue a notice giving not less than four weeks' notice of the special meeting.
Quorum	A Joint Committee meeting is quorate if the following are in attendance: • At least one representative member (or substitute) from each ICB. • One Non-Executive Member/ Director member from any Partner ICB. Attendance at meetings by telephone/video conferencing will count towards the quorum.
Decisions and veto.	The Committee must seek to make decisions relating to the exercise of the Joint Functions on a consensus basis. The Partners must ensure that matters requiring a decision are anticipated and that sufficient time is allowed prior to Joint Committee meetings for discussions and negotiations between Partners to take place. Where it has not been possible, despite the best efforts of the Core Membership, to come to a consensus decision on any matter before the Joint Committee, Chair may require the decision to be put to a vote in accordance with the following provisions:- • For decisions each ICB will have one vote with decisions being made by a simple majority of those voting. Any dissenting votes will be recorded in the minute of the meeting. Any disputes will be resolved using the dispute resolution process outline in the Agreement. No Partner ICB has the authority to Veto a decision made.
Conduct and conflicts of interest	Members will be expected to act consistently with existing statutory guidance, NHS Standards of Business Conduct and relevant organisational policies. The NHS Standards of Business Conduct policy is available from: https://www.england.nhs.uk/publication/standards-of-business-conduct-policy/ Members should act in accordance with the Nolan Principles (the Seven Principles of Public Life): https://www.gov.uk/government/publications/the-7-principles-of-public-life

	Members should refer to and act consistently with the NHSE guidance: *Managing Conflicts of Interest in the NHS: Guidance for staff and organisations*. See: https://www.england.nhs.uk/ourwork/coi/ Where any member has an actual or potential conflict of interest in relation to any matter under consideration, the Chair (with appropriate advice) will determine the appropriate action to be taken in line with the principles of proportionality and preserving the spirit of collaborative decision making. Such action could include the member not participating in meetings (or parts of meetings) in which the relevant matter is discussed, or from the decision making and/or voting on the relevant item. A Partner whose Authorised Officer is conflicted in this way may secure. that their named substitute attends the meeting (or part of meeting) in the place of that member. A record of how the conflict has been managed will be recorded in the minutes.
Confidentiality of proceedings	The Committee is not subject to the Public Bodies (Admissions to Meetings) Act 1960. Admission to meetings is at the discretion of the Partners. All members in attendance are required to give due consideration to the possibility that the material presented to the meeting, and the content of any discussions, may be confidential or commercially sensitive, and to not disclose information or the content of deliberations outside of the meeting's membership, without the prior agreement of the Partners.
Publication of notices, minutes and papers	The Partners shall provide sufficient resources, administration and secretarial support to ensure the proper organisation and functioning of the Committee. The Chair(s), or in the absence of a Chair, the Partners themselves, shall see that notices of meetings, together with an agenda listing the business to be conducted and supporting documentation, is issued to the Partners one working week (or, in the case of a special meeting, three calendar days prior to the date of the meeting). The proceedings and decisions taken shall be recorded in minutes, and those minutes circulated in draft form within two weeks of the date of the meeting. The Committee shall confirm those minutes at its next meeting.
Review of the Terms of Reference	These terms of reference will be reviewed within twelve months of the committee's establishment and then at least annually thereafter. Any changes to the committee's decision-making membership or core functions must be approved by the partners. Other changes to the terms of reference may be agreed by the committee and reported to the Partners for assurance.

6. COMMITTEE TERMS OF REFERENCE REVIEW DATES

Committee	Approved Date	Review Date
Audit and Risk Committee	1st July 2022	June 2023
Remuneration Committee	1st July 2022	June 2023
Primary Care and Integrated Commissioning Committee	1st July 2022	June 2023
Service Delivery and Performance Committee	14th September 2022	September 2023
Quality and Patient Experience Committee	November 2022	June 2023
Finance and Resource Management Committee	15th November 2022	May 2023
East Midlands ICBs Joint Committee	1st April 2023	March 2024

7. BOARD MEMBER ROLES AND RESPONSIBILITIES

The following roles are members of the ICB.

7.1 Chair of the Board

The Chair of the ICB is a member of the Integrated Care Board and are an independent, Non-Executive.

The Chair is accountable for ensuring there is a long-term, viable strategy in place for the delivery of the functions, duties and objectives of the Integrated Care System / Integrated Care Board and for the stewardship of public money.

The Chair champions action to help meet the four core purposes of Integrated Care Systems; to improve outcomes in population health and healthcare; tackle inequalities in outcomes, experience and access; enhance productivity and value for money and help the NHS support broader social and economic development.

The Chair is an ambassador for and champion of effective partnership working with local government and NHS bodies, collaborative leadership and new governance arrangements across the Integrated Care System.

7.2 Chief Executive

The Chief Executive of the ICB is a member of the Integrated Care Board.

The CEO is accountable for the development of the long-term plan for the ICB, delivering the related NHS commissioning and performance arrangements for their entire system and, through this, securing the provision of a comprehensive health service for people in the ICS area. They will be accountable for delivering improvements in the quality of patient care, patient safety, health inequality, workforce productivity and financial health across their ICS.

The CEO is accountable to their ICB Chair and Board for the delivery of the ICB plan. Performance oversight will be provided by the NHS England and Improvement Regional Director.

7.3 Director of Finance

The Director of Finance of the ICB is a member of the Integrated Care Board.

The Director of Finance will be required to ensure that the NHS Lincolnshire Integrated Care Board (ICB) meets the financial targets set for it by NHS England and NHS Improvement, including living within the overall revenue and capital allocation, and the administration costs limit. Jointly with other system partners, the Director of Finance is responsible for ensuring that the Integrated Care System (ICS) delivers its financial targets.

The Director of Finance will support the development and delivery of the long-term plan of the ICB. They will ensure this reflects and integrates the strategies of all relevant partner organisations of the ICS, with a particular focus on developing a shared financial and resourcing strategy.

The Director of Finance will promote ‘freedom to speak up’ and the ICB will appoint a Freedom to Speak Up Guardian.

7.4 Director of Nursing

The Director of Nursing of the ICB is a member of the Integrated Care Board.

The Director of Nursing will support the development and delivery of the long-term plan of NHS Lincolnshire Integrated Care Board (ICB). They will ensure this reflects and integrates the strategies of all relevant partner organisations of the ICB, with a particular focus on developing a shared clinical strategy.

The Director of Nursing will be the NHS Lincolnshire ICB Caldicott Guardian.

7.5 Medical Director

The Medical Director of the ICB is a member of the Integrated Care Board.

The Medical Director will report directly to the Chief Executive Officer (CEO) of the NHS Lincolnshire Integrated Care Board and support the development and delivery of the long-term plan of NHS Lincolnshire Integrated Care Board (ICB). They will ensure this reflects and integrates the strategies of all relevant partner organisations of the ICB, with a particular focus on developing a shared clinical strategy.

The Medical Director (along with the Director of Nursing) will be accountable for securing professional clinical and care leadership in delivery of the ICB's objectives and form part of the wider network of clinical and care leaders in the region and nationally.

7.6 Partner Members – Local Authority, NHS Foundation Trust and Primary Medical Services

These Partner Members are a member of the Integrated Care Board. They will:

- Work collaboratively to shape the long-term, viable plan for the delivery of the functions, duties and objectives of the ICB and for the stewardship of public money.
- Ensure that the Board is effective in all aspects of its role and appropriately focused on the four core purposes, to: improve outcomes in population health and healthcare; tackle inequalities in outcomes, experience and access; enhance productivity and value for money and help the NHS support broader social and economic development.
- Champion new governance arrangements (including with the ICP), collaborative leadership and effective partnership working, including with local government, NHS bodies, care sector and the voluntary sector.
- Support the Chair and the wider Board on issues that impact organisations and workforce across the ICS, such as integration, the People agenda, Digital transformation, Emergency Preparedness, Resilience and Response (EPRR) and COVID-19 challenges.
- Play a key role in establishing new statutory arrangements for the ICS to ensure that the ICB meets its statutory duties, building strong partnerships and governance arrangements with system partners, including the ability to take on commissioning functions from CCGs and NHS England.

They will not act as delegates of their sector(s) or their host organisation.

7.7 Non-Executive Members

The Non-Executive Members are responsible for specific areas relating to Board governance and oversight:

- Bringing independent and respectful challenge to the plans, aims and priorities of the Board.
- Promoting open and transparent decision-making that facilitates consensus aimed to deliver exceptional outcomes for the population.

- Seeking and gaining assurance that the ICB is discharging its statutory obligations.
- Ensure effective stewardship of the assets of the ICS.
- Maintain effective oversight arrangements of the business of the ICB.
- Ensure that robust governance underpin the business of the ICB.

7.8 Other Board Members - Executive Mental Health Member

This Member will have knowledge and experience in connection with services relating to the prevention, diagnosis and treatment of mental illness.

They will not act as delegates of their sector(s) or their host organisation.

7.9 Participants

Chair of Integrated Care Partnership	To ensure joint working between ICB and ICP, in particular the development and delivery of the ICB health plan and the ICP integrated care strategy
LA Director of Public Health	To inform the ICB Board's decision making and the discharge of its functions in relation to Population Health Intelligence and Strategic Planning and Integration
4 x ICB Executive Directors	To inform the ICB Board's decision making and the discharge of its functions in relation to Population Health Intelligence, Strategic Planning and Integration, Public Involvement and Engagement, Oversight and Assurance (Service Delivery and Performance, Quality and Financial/Resource Management) and functions delegated from NHSEI.
Representative of Healthwatch	To ensure the ICB Board's decision making, and discharge of its functions involves consideration of the 'patient voice'
Representative of Voluntary and Community Sector	To ensure the ICB Board's decision making, and discharge of its functions involves consideration of the Voluntary and Community Sector

8. SCHEDULE OF MATTERS RESERVED TO THE INTEGRATED CARE BOARD AND SCHEME OF RESERVATION AND DELEGATION (SORD)

Reference	Reserved or Delegated Matter	Reserved to the Board	Delegated to ICB Committees	Delegated to be exercised jointly	Delegated to other statutory bodies	Delegated to individual Board Members and Employees	Delegated to ICB Joint Committees	Can be delegated to NHS Trusts
Regulation and Control								
Constitution 1.4[1]	Consideration and approval of applications to NHS England on changes to the Constitution in accordance with NHSE guidance.	✓						No
Constitution 4.6	Establish and approve Terms of Reference and membership for ICB Committees.	✓						No
Constitution 3	Confirm the appointment of Board members.					✓**ICB Chair**		No
Constitution 1.7.3	Approve the ICB Scheme of Reservation and Delegation and detailed operational scheme of delegation.	✓						No
Constitution 5.2	Approve the ICB Standing Financial Instructions (which form part of the ICB Governance Handbook).	✓						No
Standing Financial Instructions	Prepare detailed financial policies that underpin the ICB's Standing Financial Instructions and detailed operational scheme of delegation and which form part of the ICB Governance Handbook.		✓ **Finance**					No
Constitution 6.1	Set out who can execute a document by signature/use of the ICB Seal.	✓						No
	Approve the ICB Operating Structure	✓						No

[1] ICB Constitution

Reference	Reserved or Delegated Matter	Reserved to the Board	Delegated to ICB Committees	Delegated to be exercised jointly	Delegated to other statutory bodies	Delegated to individual Board Members and Employees	Delegated to ICB Joint Committees	Can be delegated to NHS Trusts
Constitution 1.4	Approve the arrangements for discharging the ICB's functions including but not limited to: a) Having regard to and acting in a way that promotes the NHS Constitution. b) Exercising its functions effectively, efficiently and economically. c) Duties in relation to children including safeguarding and promoting welfare etc d) Adult safeguarding and carers (the Care Act 2014). e) Equality, including the public-sector equality duty f) Information law (including data protection laws such as GDPR, DPA and Freedom of Information. g) Provisions of the Civil Contingencies Act 2004. h) Improvement in quality of services. i) Reducing inequalities. j) Obtaining appropriate advice. k) Duty to have regard to effect of decisions. l) Public involvement and consultation. m) Financial duties. n) Having regard to assessments and strategies in respect of the Local Government and Public Involvement Act 2007	✓						No
Constitution	Exercise or delegate those functions of the ICB which have not been retained as reserved by the ICB Board or delegated to its Committees and sub-committees or delegated to named other individuals as set out in this document.					✓ **Chief Executive**		No

Reference	Reserved or Delegated Matter	Reserved to the Board	Delegated to ICB Committees	Delegated to be exercised jointly	Delegated to other statutory bodies	Delegated to individual Board Members and Employees	Delegated to ICB Joint Committees	Can be delegated to NHS Trusts
Strategic Planning and Integration								
ICB 4[2]	Establish governance arrangements to support collective accountability between partner organisations for whole-system delivery and performance, underpinned by the statutory and contractual accountabilities of individual organisations.			✓ **ICB/Provider Joint Committees**				No
ICB 1	Agree a System Plan to meet the health and healthcare needs of the Lincolnshire population, having regard to the Partnership Integrated Care Strategy (must be agreed with partner Trusts, including all revisions, and covering all functions (not just commissioning) and consultation should be conducted jointly with partner Trusts).	✓						No
ICB 2	Allocate resources to deliver the System Plan across the system, determining what resources should be available to meet population need in each area and setting principles for how they should be allocated across services and providers (both revenue and capital).	✓						No
ICB 3	Establish joint working arrangements with partners that embed collaboration as the basis for delivery.	✓						No

[2] Interim guidance on the functions and governance of the Integrated Care Board – August 2021

Reference	Reserved or Delegated Matter	Reserved to the Board	Delegated to ICB Committees	Delegated to be exercised jointly	Delegated to other statutory bodies	Delegated to individual Board Members and Employees	Delegated to ICB Joint Committees	Can be delegated to NHS Trusts
ICB 5[3]	Arrange for the provision of health services in line with the allocated resources through the ICS through a range of activities, including: a) putting contracts and agreements in place to secure delivery of its plan by providers. b) convening and supporting providers (working at scale and at place) to lead major service transformation programmes to achieve agreed outcomes. c) support the development of PCNs as the functions of out-of-hospital care and building blocks of place-based partnerships (including through investment in PCN management support, data and digital capabilities, workforce development and estates. d) working with local authority and voluntary, community and social enterprise sector partners to put in place personalised care for people, including assessment and provision of continuing healthcare and funded nursing care, and agreeing personal health budgets and direct payments for care.			✓ **5b Provider Collaborative** ✓ **5c Provider Collaborative**			✓ **5a Finance** ✓ **5d Quality**	No

[3] Interim guidance on the functions and governance of the Integrated Care Board – August 2021

Reference	Reserved or Delegated Matter	Reserved to the Board	Delegated to ICB Committees	Delegated to be exercised jointly	Delegated to other statutory bodies	Delegated to individual Board Members and Employees	Delegated to ICB Joint Committees	Can be delegated to NHS Trusts
ICB 9	Ensure the NHS plays a full part in wider goals of social and economic development and environmental sustainability through joint working between health, social care and other partners including police, education, housing, safeguarding partnerships, employment and welfare services.			✓				No
ICB 6[4]	Lead system implementation of people priorities including delivery of the People Plan and People Promise by aligning partners across the ICS to develop and support 'one workforce', including through closer collaboration across the health and care sector, with local government, the voluntary and community sector and volunteers.				✓ **Provider Collaborative**			Yes
ICB 7	Lead system-wide action on data and digital; working with partners across the NHS and with local authorities to put in place smart digital and data foundations to connect health and care services to put the citizen at the centre of their care.				✓ **Provider Collaborative**			Yes

[4] Interim guidance on the functions and governance of the Integrated Care Board – August 2021

eference	Reserved or Delegated Matter	Reserved to the Board	Delegated to ICB Committees	Delegated to be exercised jointly	Delegated to other statutory bodies	Delegated to individual Board Members and Employees	Delegated to ICB Joint Committees	Can be delegated to NHS Trusts
ICB 8[5]	Using joined-up data and digital capabilities to understand local priorities, track delivery of plans, monitor and address unwarranted variation, health inequalities and drive continuous improvement in performance and outcomes. This will feed into various Committees and groups across the ICB and ICS to inform and enable decision making.						✓	
ICB 10	Agree joint work on estates, procurement, supply chain and commercial strategies to maximise value for money across the system and support wider goals of development and sustainability.				✓ **Provider Collaborative**			
ICB F 6[6]	Prepare a Joint Strategic Needs Assessment and Joint Health and Wellbeing Strategy.				✓ **HWBB**			No
ICB F 6 and Constitution 4.3.2, 4.3.3	Approve arrangements for ICB functions to be exercised by or jointly with any one or more other body as defined by the NHS Act 2006 (as amended) including establishment of Joint Committees, pooled funds and budgets.	✓						

[5] Interim guidance on the functions and governance of the Integrated Care Board – August 2021
[6] Interim guidance on the functions and governance of the Integrated Care Board – Statutory CCG functions to be conferred on ICBs

Reference	Reserved or Delegated Matter	Reserved to the Board	Delegated to ICB Committees	Delegated to be exercised jointly	Delegated to other statutory bodies	Delegated to individual Board Members and Employees	Delegated to ICB Joint Committees	Can be delegated to NHS Trusts
ICB 11 and Constitution 4.3.2 and 4.3.3	Approve arrangements for the ICB to enter into partnership arrangements with a local authority under Section 75 of the 2006 Act (as amended), under which the local authority exercises specified ICB functions or the ICB exercises specified local authority functions.	✓						
Public Involvement and Engagement								
ICB F 7[7]	Consultation about commissioning plan.			✓				No
ICB F 7	Engagement with Health Overview and Scrutiny Committee.			✓				Yes
ICB F 7	Duty to promote involvement of each patient.			✓				Yes
Functions Delegated from NHSEI								
ICB F 3	Exercising functions jointly with, or delegated by, NHS England.		✓					Yes
ICB F 3	Exercise of functions by, or jointly with, NHS England.		✓					No
Constitution 4.3.2 and East Midlands ICBs Joint Committee	In line with 4.3.2 of the Constitution delegate exercise of the Relevant Functions jointly pursuant to section 65Z5 of the NHS Act 2006 through a Joint Working Agreement with the five East Midlands ICBs.			✓ **Joint Committee of the East Midlands Integrated Care Boards**				No

[7] Interim guidance on the functions and governance of the Integrated Care Board – Statutory CCG functions to be conferred on ICBs

Reference	Reserved or Delegated Matter	Reserved to the Board	Delegated to ICB Committees	Delegated to be exercised jointly	Delegated to other statutory bodies	Delegated to individual Board Members and Employees	Delegated to ICB Joint Committees	Can be delegated to NHS Trusts
Constitution 4.3.2 and Joint Commissioning Group for PODs	Exercise commissioning responsibilities from NHS England through the Joint Working Agreement and associated governance arrangements with the five East Midlands ICBs and in keeping with the ICB Delegated Financial Authority Limits.					✓ **Officers of the Board**		No
Quality								
Quality Committee TOR	Ensure continuous improvement in the quality of services, against each of the dimensions of quality set out in the Shared Commitment to Quality and enshrined in the Health and Care Bill 2021. This includes reducing inequalities in the quality of care.						✓ **Quality**	No
Quality Committee TOR	Ensure there is an effective system of quality governance and internal control that supports the ICB to effectively deliver its strategic objectives and provide sustainable, high quality care.						✓ **Quality**	No
Quality Committee TOR	Agree the ICB's arrangements for handling complaints.						✓ **Quality**	No
ICB F 9	Nominate members for Independent Review panels and implement decisions.						✓ **Quality**	No
ICB F 9	Duties in relation to individual funding requests.						✓ **Quality**	No

Reference	Reserved or Delegated Matter	Reserved to the Board	Delegated to ICB Committees	Delegated to be exercised jointly	Delegated to other statutory bodies	Delegated to individual Board Members and Employees	Delegated to ICB Joint Committees	Can be delegated to NHS Trusts
ICB Corporate Functions								
Audit Committee TOR[8]	**Audit Committee** • Report and provide assurance to the ICB Board on the effectiveness of ICB governance arrangements. • Approve the appointment (and where necessary dismissal) of External Auditors. • Receive the Annual Governance Letter from the External Auditor • Approve the internal audit, external audit and counter-fraud plans. Receive an Annual Report from the Internal Auditor.		**✓Audit Committee**					No
Constitution 8 and Rem Committee TOR	**Remuneration Committee** Arrangements for Determining the Terms and Conditions of Employees, including: • Confirm the ICB Pay Policy including the adoption of any pay frameworks (such as Agenda for Change) for employees including senior managers/directors (including Board Members and Non-Executive Directors);		**✓Rem Committee**					No

[8] ICB Constitution

Reference	Reserved or Delegated Matter	Reserved to the Board	Delegated to ICB Committees	Delegated to be exercised jointly	Delegated to other statutory bodies	Delegated to individual Board Members and Employees	Delegated to ICB Joint Committees	Can be delegated to NHS Trusts
	• Determine all aspects of remuneration for the Chief Executive, Directors and Other Very Senior Managers including, but not limited to, salary (including any performance related bonuses), pensions and cars; • Determine the arrangements for termination payments and any special payments following scrutiny of their proper calculation and taking account of such national guidance as appropriate.							
N/A	Approve Human Resource Policies for ICB employees and for other persons working on behalf of the ICB.	✓						
Constitution 6	Establishment of and maintenance of Register of interests of Conflicts of interest.	✓						No
Constitution	Approve the ICB Annual Report and Accounts.	✓						No
Constitution	Prepare annual accounts.	✓						No
Operational Business and Risk Management								
Audit Committee TOR	Approve the ICB's Counter Fraud and Security Management arrangements.		✓**Audit**					No

Reference	Reserved or Delegated Matter	Reserved to the Board	Delegated to ICB Committees	Delegated to be exercised jointly	Delegated to other statutory bodies	Delegated to individual Board Members and Employees	Delegated to ICB Joint Committees	Can be delegated to NHS Trusts
Standing Financial Instructions	Approve the ICB's risk management arrangements.		✓ **Audit**					No
Standing Financial Instructions	Preparation and review of the ICB Board Assurance Framework and Risk Register,		✓ **Audit**					No
Constitution 7	Approve arrangements for complying with the NHS Provider Selection Regime.	✓						No
Service Delivery and Performance								
ICB F 8	Provide documents and information to NHSEI for purposes of performance functions.						✓ **Service Delivery**	No
ICB F 8	Co-operate with NHSEI and other ICB where it is subject to performance related directions from NHSE.						✓ **Service Delivery**	No
ICB F 8	Measures to secure the continued provision of commissioner requested services.						✓ **Service Delivery**	Yes
ICB F 8	Make arrangements for appointment with specialist for patients urgently referred with suspected cancer.						✓ **Service Delivery**	Yes
ICB F 8	Duty to offer alternative provider for treatment for suspected cancer.						✓**Service Delivery**	Yes

Reference	Reserved or Delegated Matter	Reserved to the Board	Delegated to ICB Committees	Delegated to be exercised jointly	Delegated to other statutory bodies	Delegated to individual Board Members and Employees	Delegated to ICB Joint Committees	Can be delegated to NHS Trusts
Financial/Resource Management								
ICB F 9[9]	Meet maximum waiting times standard and offer assistance re waiting times.						✓ **Service Delivery**	Yes
ICB F 9[10]	Ensure organisational financial balance and comply with financial requirements set by NHSEI directions.						✓ **Finance**	No
ICB F 9	Comply with revenue and capital resource limits set by NHSEI.	✓						No
ICB F 9	Comply with restrictions on use of support monies and other support resources provided by NHSEI under this section.	✓						Yes

[9] Interim guidance on the functions and governance of the Integrated Care Board – Statutory CCG functions to be conferred on ICBs

[10] Interim guidance on the functions and governance of the Integrated Care Board – Statutory CCG functions to be conferred on ICBs

9. DELEGATED FINANCIAL AUTHORITY LIMITS

9.1 The arrangements made by the ICB as set out in the Scheme of Reservation and Delegation shall have effect as if incorporated into the ICB's Constitution.

9.2 The ICB remains accountable for all of its functions, including those that it has delegated.

9.3 The Scheme of Reservation and Delegation details the arrangements made by the ICB for discharging its functions.

9.4 The Schedule below details the overarching Scheme of Delegation (and delegated financial authority limits). These should be read in conjunction with the ICB's Standing Financial Instructions within the ICB Corporate Governance Handbook.

9.5 This is prepared by the Chief Executive and sets out those key operational decisions delegated to individual employees of the ICB.

9.6 The approval of the ICB's Delegated Financial Authority Limits presented in this chapter which underpin the ICB's Scheme of Reservation and Delegation is reserved to the ICB Board.

9.7 There is a further operational scheme of delegation outside of the ICB Governance Handbook which provides more clarity about the roles and responsibilities of managers within the ICB. Known as the Detailed Scheme of Delegation, it is managed by the Executive Team and allows them to balance governance requirements with the practical day-to-day business needs of the organisation.

	Responsibility	Delegation Arrangements	Further Information
1	**Capital Projects and Assets**		
1.1	Approval of capital business cases including leases. All PFI schemes and other schemes greater than £250,000 Up to £250,000	 ICB Board Finance and Resource Committee	This includes cases that may receive external funding. These powers may not be further delegated. In the absence of the appropriate officer, authorisation must be obtained from the level above. In urgent cases - joint approval by the Chief Executive and Director of Finance required. Approval would be required for granting, terminating or extending leases.
1.2	Capital expenditure variations Any change under £10,000 Variation over the original business case figure which is over £10,000: Greater than £100,000 Greater than £25,000 and less than £100,000 or greater than 5% of the original business case (whichever is the lower) Less than £25,000 or less than 5% of the original business case (whichever is the lower)	 Assistant Directors of Finance ICB Board Finance and Resource Committee Director of Finance	 In urgent cases - joint approval by the Chief Executive and Director of Finance.
1.3	Maintenance of the capital asset register	Director of Finance	Head of Financial Accounting
1.4	Approval of asset disposals: Land and buildings Other assets - where asset has a residual value: Greater than £100,000 £50,000 and up to £100,000 £10,000 but less than £50,000 Less than £10,000	 ICB Board ICB Board ICB Board Director of Finance Executive Directors / Associate Director of Finance	 Associate Director of Finance must always be informed to enable the asset register to be updated. Disposals include those items that are obsolete, obsolescent, redundant, irreparable or cannot be repaired cost effectively.

	Responsibility	Delegation Arrangements	Further Information
2	Contracts		
2.1	Financial appraisal of companies identified as potential tenders	Director of Finance	Delegated to Deputy or Associate Director of Finance
2.2	Authorisation of less than the requisite number of tenders/quotes: for all contracts of £250,000 and above For all contracts less than £250,000 including capital projects/works goods and services	Chief Executive Director of Finance	The requisite number of tenders/quotes (using Arden & GEM Procurement wherever possible): a) up to £25,000, at least 1 written quotation for goods/services obtained. b) from £25,000 to £50,000, at least 3 written quotations for goods/services obtained. c) above £50,000, a full tender is to be carried out.
2.3	Authorisation of single tender/single quote action: For all contracts of £213,000 (inclusive of VAT) and above (illegal under EU Regulations) For all contracts less than £213,000 but above £4,000 including: Capital projects/works Goods and services	Chief Executive Director of Finance	Where a single tender/single quote is sought or received, the ICB shall as far as practical, determine that the price to be paid is fair and reasonable and that details of the investigation are recorded. Where a single tender/single quote is authorised, this will be reported at the next Audit and Risk Committee.
2.4	Single tender/single quote action for maintenance or other support contracts for existings goods or assets where the ICB is contractually tied to specific companies.	Director of Finance	Delegated to Deputy or Associate Director of Finance, who will maintain a register or such contracts approved.
2.5	Monitoring of the use of single tender/single quote action. An ICB Waiver must be completed and forwarded to the Associate Director of Contracting.	Audit and Risk Committee on behalf of the ICB Board	Appropriate records to be maintained by the Director of Finance as the basis of reporting, delegated to the Deputy or Associate Director of Finance/Contracting.
2.6	Advertising of contracts/awards: - must be advertised - the ICB Procurement Manager will co-ordinate this via the appropriate web portal.	Chief Executive	Delegated to the ICB Procurement lead.
2.7	Opening of tenders (will be automatic as web portal is being used for adverising of all tenders)	Any two from the "List of ICB officers authorised to open tenders" where tender is over £50,000. Any one from the list where tender is below £50,000.	
2.8	Permission to consider late tenders	Director of Finance	

<table>
<tr><th></th><th>Responsibility</th><th>Delegation Arrangements</th><th>Further Information</th></tr>
<tr><td>2.9</td><td>Tender ratification and award, including authorisation of any actions resulting from post tender negotiations.

All types of tenders (on the lifetime value of the contract) in accordance with the table shown.</td><td colspan="2"><table>
<tr><th>Role</th><th>Healthcare, NHS Provider</th><th>Healthcare, Non-NHS Provider</th><th>Non-Healthcare</th></tr>
<tr><td>Board</td><td>Unlimited</td><td>Unlimited</td><td>Unlimited</td></tr>
<tr><td>Chief Executive</td><td>Up to £600 million</td><td>Up to £25 million</td><td>Up to £2 million</td></tr>
<tr><td>Director of Finance</td><td>Up to £600 million</td><td>Up to £100 million</td><td>Up to £1 million</td></tr>
<tr><td>Deputy, Associate or Assistant Directors of Finance or Contracting</td><td>Up to £30 million</td><td>Up to £5 million</td><td>Up to £100,000</td></tr>
<tr><td>Officer Members of the Board</td><td>Up to £2 million</td><td>Up to £2 million</td><td>Up to £250,000</td></tr>
<tr><td>Executive Directors</td><td>Up to £500,000</td><td>Up to £250,000</td><td>Up to £50,000</td></tr>
</table></td></tr>
<tr><td>2.10</td><td>Signing of service provision contracts, including letters of intent (the below is based on the lifetime value of the contract). This includes NHS, independent care placements, private sector and non-healthcare contracts

In accordance with the table shown.</td><td colspan="2"><table>
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<tr><td>Deputy, Associate or Assistant Directors of Finance or Contracting</td><td>Up to £30 million</td><td>Up to £5 million</td><td>Up to £100,000</td></tr>
<tr><td>Officer Members of the Board</td><td>Up to £2 million</td><td>Up to £2 million</td><td>Up to £250,000</td></tr>
<tr><td>Executive Directors</td><td>Up to £500,000</td><td>Up to £250,000</td><td>Up to £50,000</td></tr>
</table></td></tr>
<tr><td>2.11</td><td>Approval of variations or extensions to contracts:

See 2.10 above</td><td></td><td>In all contracts the ICB should endeavour to obtain best value for money</td></tr>
<tr><td>2.12</td><td>Sealing of documents</td><td>Chair (or Vice Chair in the absence of the Chair) and one Executive Director</td><td>Subsidiary pages of works contracts to be signed in accordance with Power of Appointment procedure</td></tr>
<tr><td>3</td><td>Income Generation and Research and Development Contracts</td><td></td><td></td></tr>
<tr><td>3.1</td><td>Approval of income generation contracts and variations or extensions to income generation contracts:

Greater than £500,000

£250,000 and up to £500,000

Less than £250,000</td><td>ICB Board

Chief Executive

Director of Finance</td><td>These powers may not be delegated.

In the absence of the appropriate officer authorisation must be obtained from the level above.</td></tr>
</table>

	Responsibility	Delegation Arrangements	Further Information
3.2	Approval of research and development contracts (including variations or extensions) Greater than £500,000 £250,000 and up to £500,000 Up to £250,000	 ICB Board Chief Executive Director of Finance	 These powers may not be delegated. In the absence of the appropriate officer authorisation must be obtained from the level above.
4	Purchasing and Payments (excluding Payroll)		
4.1	**Non pay expenditure for healthcare contracts that have been signed in accordance with the Financial and Procedural Limits in the CCG Handbook.**	Delegation arrangements shown below, but all transactions will have an escalation route through the organisational hierarchy to the Director of Finance and the Chief Executive.	In line with budget management responsibilities (i.e. delegated budgets) and subject to quoting and tendering as required (see Section 2 above)
	Contractual SLA invoices over £1 million	Budget holders and finance staff band 8b and above	To include contractual variations agreed in year.
	Contractual SLA invoices under £1 million	Budget holders and finance staff band 7 and 8a	Local procedures will apply.
	SLA adjustment invoices over £250,000	Budget holders and finance staff band 8b and above	Backing data will be required to support these adjustments.
	SLA adjustment invoices under 250,000	Budget holders and finance staff band 7 and 8a	Local procedures will apply.
	AQP activity in line with agreed contract tariff	Budget holders and finance staff band 7 and above	
	AQP activity outside the agreed contract tariff	Authorisation needed as per the Detailed Scheme of Delegation.	
	CHC activity within contract frameworks	Local procedures will apply	Separate detailed scheme of delegation approved by Assistant Director of Finance

	Responsibility	Delegation Arrangements	Further Information
4.2	**All other non pay (limits include VAT)** Authoristation of internal requisitions and invoices:	Delegation arrangements shown below, but all transactions will have an escalation route through the organisational hierarchy to the Director of Finance and the Chief Executive.	More detail is provided in the Detailed Scheme of Delegation managed by the Executive Team.
	Authorisation of internal requisitions and invoices	Budget holders in accordance with the Detailed Scheme of Delegation.	
	Exceptional: NCAs over £1000	Finance managers band 8a or above	In line with local procedures and supported by appropriate backing data.
	Exceptional: NCAs under £1000	Finance managers band 7 or above	
	Exceptional: AQP diagnostics over £1000	Finance managers band 8a or above	In line with local procedures and supported by appropriate backing data.
	Exceptional: AQP diagnostics under £1000	Finance managers band 7 or above	
	CHC activity outside contract frameworks	Local procedures will apply	Separate detailed scheme of delegation approved by Assistant Director of Finance
	Exceptional: HC5 patient travel claims under £1000	Finance managers band 7 or above	In line with national guidance on allowable refunds for patients on low incomes.
	Exceptional: claims for clinical assessment under £1000	Finance managers band 7 or above	In line with local ICB procedures.
	Exceptional: claims for meeting attendance under £1000	Finance managers band 7 or above	
	Exceptional: primary care capital expenditure	Budget holders in accordance with the Detailed Scheme of Delegation.	
	Professional services such as legal and consultancy expenditure. Commitments over £10,000. Commitments under £10,000.	 Approval by an Executive Director, or an Assistant Director of Finance / Contracting. Budget holders	As defined in Department of Health manual for accounts. Interim / off-payroll workers: see section 5.1 Court proceedings should be approved by a Board member.
4.3	Authorisation of official orders	See "List of ICB officers permitted to authorised official orders" maintained by the Director of Finance.	
4.4	Authorisation of petty cash payments Disbursements up to £50	Authorisation for reimbursement in line with procedures as outlined in the Authorised Signatory Policy Executive Director/Budget Holder	

	Responsibility	Delegation Arrangements	Further Information
5	**Payroll Expenditure**		
5.1	**Pay including substantive/agency (excluding timesheets) within establishment**		There is an appointment control process to support the recruitment of staff to vacancies in the establishment. Following this process will be sufficient in most cases, but please note the special cases below.
	Substantive staff on VSM contracts	Remuneration Committee	
	All off payroll/agency/consultancy staff where: • Consultancy spend over £50k, or • Any kind of non-clinical agency, regardless of value, or • VSM role over £750 per day.	NHS England prior approval is required in all of these cases. If supported by NHSE then budget holders can approve in line with the detailed scheme of delegation.	Business case templates are available from Finance. They will need to be completed by the budget holder with support from the Finance Business Partner. IR35 checks will be needed for off payroll engagements – contact Financial Accounting for advice.
	Below these limits:	Budget holders, in line with the detailed scheme of delegation.	
	Where any of the above are not met	Chief Finance Officer and NHS England	Once approved by the establishment control process, the scheme of delegation limits apply.
	Booking of bank staff from approved lists.	Budget Holders, in line with the approved establishment.	
	All other pay expenditure up to VSM rates		
	Engagement of staff NOT within establishment		
	Authority to appoint staff	Accountable Officer or Chief Finance Officer	
	Authority to permanently amend the formal establishment	Accountable Officer or Chief Finance Officer	Authorisation of establishment changes can be further delegated by the Chief Finance Officer to an Assistant Director of Finance.
	All off payroll/agency/consultancy staff where: • Consultancy spend over £50k, or • Any kind of non-clinical agency, regardless of value, or • VSM role over £750 per day.	NHS England prior approval is required in all of these cases. If supported by NHSE then Chief Executive or Director of Finance (who may delegate to Associate Director of Finance).	Business case templates are available from Finance. They will need to be completed by the budget holder with support from the Finance Business Partner. IR35 checks will be needed for off payroll engagements – contact Financial Accounting for advice.
	Below these limits:	Chief Executive or Director of Finance (who may delegate to Associate Director of Finance).	
	Where any of the above are not met	Chief Finance Officer and NHS England	Once approved by the establishment control process, the scheme of delegation limits apply.
	Booking of bank staff from approved lists.	Accountable Officer or Chief Finance Officer	
	Engagement of ICB's solicitors.	Budget Holders, up to £10,000. Over £10,000: approval by an Executive Director, or an Assistant Director of Finance / Contracting.	Court proceedings should be approved by a Board member.

	Responsibility	Delegation Arrangements	Further Information
5.2	**Authorisation of travel claims (Mileage)** Maximum value of any single monthly claim is restricted to £2,500 with no claims being older than 3 months unless approved by either the Director of Finance or Chief Executive	Line managers with delegated signatory as outlined in the authorised signatory list. Authorisation for claim older than 3 months can be delegated to the Deputy or Associate Director of Finance	Any expenses claimed by the Chair shall be authorised by the Chief Executive and expenses claim by the Chief Executive shall be authoried by the Chair or Director of Finance.
5.3	Authorisation of other travel and other allowances outside the ICB's Expenses Policy Over £300 Up to £300 up to £100 No claims being older than 3 months unless approved by either the Director of Finance or Chief Executive	Chief Executive Chief Executive or Director of Finance Executive Director/Budget Holder Functional Director/Budget Manager Director of Finance but can be delegated to Deputy or Associate Director of Finance	See Travel & Expenses Policy for details of other allowable expenses Any study leave and associated expenses should be agreed by the Director of Finance and Executive Direct/Budget Holder in advance.
5.4	Authorisation of payroll timesheets Maximum value of any single monthly claim is restricted to £5,000 with no claims being older than 3 months unless approved by either the Director of Finance or Chief Executive	Delegated line managers Authorisation for claims older than 3 months can be delegated to the Deputy or Associate Director of Finance	See Authorised Signatory Policy
6	**Income/Debt Write-Off**		
6.1	Authorisation of credit notes Greater than £1 million £500,000 and up to £1 million £250,000 and up to £500,000 Up to £250,000 Up to £50,000	 ICB Board Chief Executive Director of Finance Deputy or Associate Director of Finance Budget Managers	
6.2	Authorisation to refer debts to debt collection agency	Director of Finance	Delegated to Deputy or Associate Director of Finance

	Responsibility	Delegation Arrangements	Further Information
6.3	Authorisation of debt write-off Individual debts: Greater than £100,000 £50,000 and up to £100,000 £10,000 and up to £50,000 Up to £10,000	 ICB Board Chief Executive Director of Finance Associate Director of Finance	 All write offs to be reported to the Audit and Risk Committee
7	Losses and Special Payments		
7.1	Authorisation of losses and special payments, including ex-gratia payments.	See the losses procedure contained in the ICB Corporate Governance Handbook.	All cases must be brought to the attention of HM Treasury in advance if they are: • Special payments greater than £95,000 (for approval); • Losses greater than £300,000 (for consultation); • any case regardless of value which is considered to be "novel, contentious or repercussive" (for approval). In particular, the ICB has no delegated authority to make special severance payments and retention payments and will require NHS England prior approval to make any such payment.
	Losses and special payments below the HM Treasury thresholds can be approved by the ICB according to the following delegated limits. In all cases, the loss or special payments will be reported to the Audit and Risk Committee and recorded in the ICB losses and special payments register.		The Director of Finance will report any cases they consider to be "novel, contentious or re-percussive" to the Chair of the Audit and Risk Committee as soon as they become aware of the case, and the case should be reported to NHS England in line with guidance.
	Greater than £50,000	ICB Board	After advice taken by lawyers where appropriate.
	£10,000 and up to £50,000	Chief Executive	
	Up to £10,000	Audit and Risk Committee or in an emergency Director of Finance or Deputy/Associate Director of Finance	

	Responsibility	Delegation Arrangements	Further Information
7.2	Authorisation of clinical negligence payments - Up to the CNST excess - Above the CNST excess	 Director of Finance ICB Board	
7.3	Monitoring of losses and special payments	Audit and Risk Committee	Liaison with the ICB's Local Counter Fraud Specialist & Police as required and in line with the ICB's Fraud, Corruption and Bribery Policy.
7.4	Authorisation of early retirement, redundancy and other termination payments to staff: Greater than £100,000 £50,000 and up to £100,000 Up to £50,000	 ICB Board AND Remuneration Committee Chief Executive Director of Finance	

	Responsibility	Delegation Arrangements	Further Information
8	**Budgetary Control**		
8.1	Approval of budgets and resources	ICB Board	
	Delegation of budgets	Chief Executive and Director of Finance	The approval of budgets and resources will usually take place during the March Governing Body meeting.
	Approval to spend	Budget Holder/Manager is permitted to incur costs inaccordance with their budgets and authorisation limits	Budget holders should comply with all authorisation limits and procurement processes described elsewhere in this document.
8.2	**Approval of budget virements**		
	If virement is the result of an authorised contract variation		
	Greater than £100,000	Chief Executive, Director of Finance or Deputy/Associate Director of Finance	Virements within a budget holder's approved budget are permitted in accordance with virement rules, as set out by the Director of Finance
	Greater than £25,000 up to £100,000	Executive Director	
	Greater than £500 up to £25,000	Budget Holder	
	£500 and below	Budget Manager	
	For other virements		A Business Case is required as part of the investment process.
	Greater than £10,000	Clinical and Lay Commissioning Committee	
	Up to £10,000	Budget Holder	
8.3	Approval of transfers from reserves	Director of Finance	
8.4	Approval of revenue Business Cases (not capital)		
	Greater than £500,000	ICB Board	In urgent cases - joint approval by the Chief Executive and Director of Finance required (up to limits of approval by the Clinical Executive Committee)
	Up to £500,000	Finance Committee	

	Responsibility	Delegation Arrangements	Further Information
9	Stores		
9.1	Management and control of stores: General Pharmacy	 Executive Director of Corporate Strategy and Delivery Medical Director	 Delegated to ICB Procurement Manager
10	Bank accounts and payment methods		
10.1	Opening of bank accounts or changes to banking arrangements	Director of Finance	Governing Banking Services only Should be reported to the next ICB Board meeting
10.2	Signing of cheques for cash, signing of other cheques, and authorisation of electronic payments, cheque and BACs payment schedules.	See authorised signatory list	Lists to be maintained by the Director of Finance, delegated to the Deputy/Associate Director of Finance
11	Fees and charges		
11.1	Approval of fees and charges	Director of Finance	Examples are course fees, mobile phone use, private use of NHS equipment and facilities (such as photocopiers and rooms)
12	Standards of Business Conduct		
12.1	Maintenance of the ICB Register of Interests	Director of Finance	Maintained by ICB Board Secretary
12.2	Maintenance of the ICB Gifts and Hospitality register	Director of Finance	Maintained by ICB Board Secretary
13	Insurance		
13.1	Decision of level of and claims against Non Clinical Insurance	Director of Finance	The risk should be managed by the Chief Executive in conjunction with the ICB's lead for Governance
13.2	Decision of level of and claims against Clinical Insurance	Director of Finance	The risk should be managed by the Chief Executive in conjunction with the ICB's lead for Governance
14	Fraud and Irregularity		
14.1	Counter fraud and corruption work in accordance with Secretary of State's Directions	Director of Finance	In liaison with Local Counter Fraud Specialist, Counter Fraud Operational Service and Police as appropriate
14.2	Investigation of suspected cases of irregularity not related to fraud or corruption	Director of Finance	
15	Investments		
15.1	Approval of Investment Policy	ICB Board	
15.2	Investment decisions	Director of Finance	
16	Borrowing		
16.1	Approval of loans: All Loans	 ICB Board	

NHS
Lincolnshire
Integrated Care Board

Integrated Care Board
Standing Financial Instructions

ICS implementation guidance

Integrated care systems (ICSs) are partnerships of health and care organisations that come together to plan and deliver joined up services and to improve the health of people who live and work in their area.

They exist to achieve four aims:

- **improve outcomes** in population health and healthcare
- **tackle inequalities** in outcomes, experience and access
- enhance **productivity and value for money**
- help the NHS support broader **social and economic development**.

Following several years of locally-led development, and based on the recommendations of NHS England, the government has set out plans to put ICSs on a statutory footing.

To support this transition, NHS England is publishing guidance and resources, drawing on learning from all over the country.

Our aim is to enable local health and care leaders to build strong and effective ICSs in every part of England.

Collaborating as ICSs will help health and care organisations tackle complex challenges, including:

- improving the health of children and young people
- supporting people to stay well and independent
- acting sooner to help those with preventable conditions
- supporting those with long-term conditions or mental health issues
- caring for those with multiple needs as populations age
- getting the best from collective resources so people get care as quickly as possible.

Contents

1. Purpose and statutory framework

1.1.1 These Standing Financial Instructions (SFIs) shall have effect as if incorporated into the Integrated Care Board's (ICB) constitution. In accordance with the National Health Service Act 2006, as amended by the Health and Care Act 2022, the ICB must publish its constitution.

1.1.2 In accordance with the Act, as amended, NHS England is mandated to publish guidance for ICBs, to which each ICB must have regard, in order to discharge their duties.

1.1.3 The purpose of this governance document is to ensure that the ICB fulfils its statutory duty to carry out its functions effectively, efficiently and economically. The SFIs are part of the ICB's control environment for managing the organisation's financial affairs as they are designed to ensure regularity and propriety of financial transactions.

1.1.4 SFIs define the purpose, responsibilities, legal framework and operating environment of the ICB. They enable sound administration, lessen the risk of irregularities and support commissioning and delivery of effective, efficient and economical services.

1.1.5 The ICB is established under Chapter A3 of Part 2 of the National Health Service Act 2006, as inserted by the Health and Care Act 2022 and has the general function of arranging for the provision of services for the purposes of the health services in England in accordance with the Act.

1.1.6 Each ICB is to be established by order made by NHS England for an area within England, the order establishing an ICB makes provision for the constitution of the ICB.

1.1.7 All members of the ICB (its board) and all other Officers should be aware of the existence of these documents and be familiar with their detailed provisions. The ICB SFIs will be made available to all Officers on the intranet and internet website for each statutory body.

1.1.8 Should any difficulties arise regarding the interpretation or application of any of these SFIs, the advice of the chief executive or the chief financial officer must be sought before acting.

1.1.9 Failure to comply with the SFIs may result in disciplinary action in accordance with the ICBs applicable disciplinary policy and procedure in operation at that time.

2. Scope

2.1.1 All officers of the ICB, without exception, are within the scope of the SFIs without limitation. The term officer includes, permanent employees, secondees and contract workers.

2.1.2 Within this document, words imparting any gender include any other gender, words in the singular include the plural and words in the plural include the singular.

2.1.3 Any reference to an enactment is a reference to that enactment as amended.

2.1.4 Unless a contrary intention is evident, or the context requires otherwise, words or expressions contained in this document, will have the same meaning as set out in the applicable Act.

3. Roles and Responsibilities

3.1 Staff

3.1.1 All ICB Officers are severally and collectively, responsible to their respective employer(s) for:

- abiding by all conditions of any delegated authority;
- the security of the statutory organisations property and avoiding all forms of loss;
- ensuring integrity, accuracy, probity and value for money in the use of resources; and
- conforming to the requirements of these SFIs

3.2 Accountable Officer

3.2.1 The ICB constitution provides for the appointment of the chief executive by the ICB chair. The chief executive is the accountable officer for the ICB and is personally accountable to NHS England for the stewardship of ICBs allocated resources.

3.2.2 The chief financial officer reports directly to the ICB chief executive officer and is professionally accountable to the NHS England regional finance director

3.2.3 The chief executive will delegate to the chief financial officer the following responsibilities in relation to the ICB:

- preparation and audit of annual accounts;
- adherence to the directions from NHS England in relation to accounts preparation;
- ensuring that the allocated annual revenue and capital resource limits are not exceeded, jointly, with system partners;

- ensuring that there is an effective financial control framework in place to support accurate financial reporting, safeguard assets and minimise risk of financial loss;
- meeting statutory requirements relating to taxation;
- ensuring that there are suitable financial systems in place (see Section 6)
- meeting the financial targets set by NHS England;
- use of incidental powers such as management of ICB assets, entering commercial agreements;
- ensuring the Governance statement and annual accounts & reports are signed;
- ensuring planned budgets are approved by the relevant Board; developing the funding strategy for the ICB to support the board in achieving ICB objectives, including consideration of place-based budgets;
- making use of benchmarking to make sure that funds are deployed as effectively as possible;
- executive members (partner members and non-executive members) and other officers are notified of and understand their responsibilities within the SFIs;
- specific responsibilities and delegation of authority to specific job titles are confirmed;
- financial leadership and financial performance of the ICB;
- identification of key financial risks and issues relating to robust financial performance and leadership and working with relevant providers and partners to enable solutions; and
- the chief financial officer will support a strong culture of public accountability, probity, and governance, ensuring that appropriate and compliant structures, systems, and process are in place to minimise risk.

3.3 Audit and Risk Committee

3.3.1 The board and accountable officer should be supported by an audit and risk assurance committee, which should provide proactive support to the board in advising on:

- the management of key risks
- the strategic processes for risk;
- the operation of internal controls;
- control and governance and the governance statement;
- the accounting policies, the accounts, and the annual report of the ICB;
- the process for reviewing of the accounts prior to submission for audit, management's letter of representation to the external auditors; and the planned activity and results of both internal and external audit.

4. Management accounting and business management

4.1.1 The chief financial officer is responsible for maintaining policies and processes relating to the control, management and use of resources across the ICB.

4.1.2 The chief financial officer will delegate the budgetary control responsibilities to budget holders through a formal documented process.

4.1.3 The chief financial officer will ensure:

- the promotion of compliance to the SFIs through an assurance certification process;
- the promotion of long term financial heath for the NHS system (including ICS);
- budget holders are accountable for obtaining the necessary approvals and oversight of all expenditure incurred on the cost centres they are responsible for;
- the improvement of financial literacy of budget holders with the appropriate level of expertise and systems training;
- that the budget holders are supported in proportion to the operational risk; and
- the implementation of financial and resources plans that support the NHS Long term plan objectives.

4.1.4 In addition, the chief financial officer should have financial leadership responsibility for the following statutory duties:

  - the duty of the ICB to perform its functions as to ensure that its expenditure does not exceed the aggregate of its allotment from NHS England and its other income; and

- the duty of the ICB, in conjunction with its partner trusts, to seek to achieve any joint financial objectives set by NHS England for the ICB and its partner trusts.

4.1.5 The chief financial officer and *any senior officer responsible* for finance within the ICB should also promote a culture where budget holders and decision makers consult their finance business partners in key strategic decisions that carry a financial impact.

5. Income, banking arrangements and debt recovery

5.1 Income

5.1.1 An ICB has power to do anything specified in section 7(2) of the Health and Medicines Act 1988 for the purpose of making additional income available for improving the health service.

5.1.2 The chief financial officer is responsible for:

- ensuring order to cash practices are designed and operated to support, efficient, accurate and timely invoicing and receipting of cash. The processes and procedures should be standardised and harmonised across the NHS System by working cooperatively with the existing Shared Services provider; and

- ensuring the debt management strategy reflects the debt management objectives of the ICB and the prevailing risks;

5.2 Banking

5.2.1 The CFO is responsible for ensuring the ICB complies with any directions issued by the Secretary of State with regards to the use of specified banking facilities for any specified purposes.

5.2.2 The chief financial officer will ensure that:

- the ICB holds the minimum number of bank accounts required to run the organisation effectively. These should be raised through the government banking services contract; and

- the ICB has effective cash management policies and procedures in place.

5.3 Debt management

5.3.1 The chief financial officer is responsible for the ICB debt management strategy.

5.3.2 This includes:

- a debt management strategy that covers end-to-end debt management from debt creation to collection or write-off in accordance with the losses and special payment procedures;
- ensuring the debt management strategy covers a minimum period of 3 years and must be reviewed and endorsed by the ICB board every 12 months to ensure relevance and provide assurance;
- accountability to the ICB board that debt is being managed effectively;
- accountabilities and responsibilities are defined with regards to debt management to budget holders; and
- responsibility to appoint a senior officer responsible for day to day management of debt.

6. Financial systems and processes

6.1 Provision of finance systems

6.1.1 The chief financial officer is responsible for ensuring systems and processes are designed and maintained for the recording and verification of finance transactions such as payments and receivables for the ICB.

6.1.2 The systems and processes will ensure, inter alia, that payment for goods and services is made in accordance with the provisions of these SFIs, related procurement guidance and prompt payment practice.

6.1.3 As part of the contractual arrangements for ICBs officers will be granted access where appropriate to the Integrated Single Financial Environment (“ISFE”). This is the required accounting system for use by ICBs, Access is based on single access log on to enable users to perform core accounting functions such as to transacting and coding of expenditure/income in fulfilment of their roles.

6.1.4 The Chief Financial officer will, in relation to financial systems:

- promote awareness and understanding of financial systems, value for money and commercial issues;
- ensure that transacting is carried out efficiently in line with current best practice – e.g. e-invoicing
- ensure that the ICB meets the required financial and governance reporting requirements as a statutory body by the effective use of finance systems;
- enable the prevention and the detection of inaccuracies and fraud, and the reconstitution of any lost records;
- ensure that the financial transactions of the authority are recorded as soon as, and as accurately as, reasonably practicable;
- ensure publication and implementation of all ICB business rules and ensure that the internal finance team is appropriately resourced to deliver all statutory functions of the ICB;
- ensure that risk is appropriately managed;

- ensure identification of the duties of officers dealing with financial transactions and division of responsibilities of those officers;
- ensure the ICB has suitable financial and other software to enable it to comply with these policies and any consolidation requirements of the ICB;
- ensure that contracts for computer services for financial applications with another health organisation or any other agency shall clearly define the responsibility of all parties for the security, privacy, accuracy, completeness, and timeliness of data during processing, transmission and storage. The contract should also ensure rights of access for audit purposes; and
- where another health organisation or any other agency provides a computer service for financial applications, the chief finance officer shall periodically seek assurances that adequate controls are in operation.

7. Procurement and purchasing

7.1 Principles

7.1.1 The chief financial officer will take a lead role on behalf of the ICB to ensure that there are appropriate and effective financial, contracting, monitoring and performance arrangements in place to ensure the delivery of effective health services.

7.1.2 The ICB must ensure that procurement activity is in accordance with the Public Contracts Regulations 2015 (PCR) and associated statutory requirements whilst securing value for money and sustainability.

7.1.3 The ICB must consider, as appropriate, any applicable NHS England guidance that does not conflict with the above.

7.1.4 The ICB must have a Procurement Policy which sets out all of the legislative requirements.

7.1.5 All revenue and non-pay expenditure must be approved, in accordance with the ICB business case policy, prior to an agreement being made with a third party that enters a commitment to future expenditure.

7.1.6 All officers must ensure that any conflicts of interest are identified, declared and appropriately mitigated or resolved in accordance with the ICB standards of business conduct policy.

7.1.7 Budget holders are accountable for obtaining the necessary approvals and oversight of all expenditure incurred on the cost centres they are responsible for. This includes obtaining the necessary internal and external approvals which vary based on the type of spend, prior to procuring the goods, services or works.

7.1.8 Undertake any contract variations or extensions in accordance with PCR 2015 and the ICB procurement policy.

7.1.9 Retrospective expenditure approval should not be encouraged. Any such retrospective breaches require approval from any committee responsible for approvals before the liability is settled. Such breaches must be reported to the audit and risk assurance committee.

8. Staff costs and staff related non pay expenditure

8.1 Chief People Officer

8.1.1 The chief people officer [CPO] (or equivalent people role in the ICB) will lead the development and delivery of the long-term people strategy of the ICB ensuring this reflects and integrates the strategies of all relevant partner organisations within the ICS.

8.1.2 Operationally the CPO will be responsible for;

- defining and delivering the organisation's overall human resources strategy and objectives; and
- overseeing delivery of human resource services to ICB employees.

8.1.3 The CPO will ensure that the payroll system has adequate internal controls and suitable arrangements for processing deductions and exceptional payments.

8.1.4 Where a third-party payroll provider is engaged, the CPO shall closely manage this supplier through effective contract management.

8.1.5 The CPO is responsible for management and governance frameworks that support the ICB employees' life cycle.

9. Annual reporting and Accounts

9.1.1 The chief financial officer will ensure, on behalf of the Accountable Officer and ICB board, that:

- the ICB is in a position to produce its required monthly reporting, annual report, and accounts, as part of the setup of the new organisation; and
- the ICB, in each financial year, prepares a report on how it has discharged its functions in the previous financial year;

9.1.2 An annual report must, in particular, explain how the ICB has:

- discharged its duties in relating to improving quality of services, reducing inequalities, the triple aim and public involvement;
- review the extent to which the board has exercised its functions in accordance with its published 5 year forward plan and capital resource use plan; and
- review any steps that the board has taken to implement any joint local health and wellbeing strategy.

9.1.3 NHS England may give directions to the ICB as to the form and content of an annual report.

9.1.4 The ICB must give a copy of its annual report to NHS England by the date specified by NHS England in a direction and publish the report.

9.2 Internal audit

The chief executive, as the accountable officer, is responsible for ensuring there is appropriate internal audit provision in the ICB. For operational purposes, this responsibility is delegated to the chief financial officer to ensure that:

- all internal audit services provided under arrangements proposed by the chief financial officer are approved by the Audit and Risk Assurance Committee, on behalf of the ICB board;
- the ICB must have an internal audit charter. The internal audit charter must be prepared in accordance with the Public Sector Internal Audit Standards (PSIAS);
- the ICB internal audit charter and annual audit plan, must be endorsed by the ICB Accountable Officer, audit and risk assurance committee and board;
- the head of internal audit must provide an annual opinion on the overall adequacy and effectiveness of the ICB Board's framework of governance, risk management and internal control as they operated during the year, based on a systematic review and evaluation;
- the head of internal audit should attend audit and risk assurance committee meetings and have a right of access to all audit and risk assurance committee members, the Chair and chief executive of the ICB.
- the appropriate and effective financial control arrangements are in place for the ICB and that accepted internal and external audit recommendations are actioned in a timely manner.

9.3 External Audit

The chief financial officer is responsible for:

- liaising with external audit colleagues to ensure timely delivery of financial statements for audit and publication in accordance with statutory, regulatory requirements;

- ensuring that the ICB appoints an auditor in accordance with the Local Audit and Accountability Act 2014; in particular, the ICB must appoint a local auditor to audit its accounts for a financial year not later than 31 December in the preceding financial year; the ICB must appoint a local auditor at least once every 5 years (ICBs will be informed of the transitional arrangements at a later date); and

- ensuring that the appropriate and effective financial control arrangements are in place for the ICB and that accepted external audit recommendations are actioned in a timely manner.

10. Losses and special payments

10.1.1 HM Treasury approval is required if a transaction exceeds the delegated authority, or if transactions will set a precedent, are novel, contentious or could cause repercussions elsewhere in the public sector.

10.1.2 The chief financial officer will support a strong culture of public accountability, probity, and governance, ensuring that appropriate and compliant structures, systems, and process are in place to minimise risks from losses and special payments.

10.1.3 NHS England has the statutory power to require an integrated care board to provide NHS England with information. The information, is not limited to losses and special payments, must be provided in such form, and at such time or within such period, as NHS England may require.

10.1.4 ICBs will work with NHS England teams to ensure there is assurance over all exit packages which may include special severance payments. ICBs have no delegated authority for special severance payments and will refer to the guidance on that to obtain the approval of such payments

10.1.5 All losses and special payments (including special severance payments) must be reported to the ICB Audit and Risk Assurance Committee.

10.1.6 For detailed operational guidance on losses and special payments, please refer to the ICB losses and special payment guide which includes delegated limits.

11. Fraud, bribery and corruption (Economic crime)

11.1.1 The ICB is committed to identifying, investigating and preventing economic crime.

11.1.2 The ICB chief financial officer is responsible for ensuring appropriate arrangements are in place to provide adequate counter fraud provision which should include reporting requirements to the board and Audit and Risk Assurance Committee and defined roles and accountabilities for those involved as part of the process of providing assurance to the board.

11.1.3 These arrangements should comply with the NHS Requirements the Government Functional Standard 013 Counter Fraud as issued by NHS Counter Fraud Authority and any guidance issued by NHS England .

12. Capital Investments & security of assets and Grants

12.1.1 The chief financial officer is responsible for:

- ensuring that at the commencement of each financial year, the ICB and its partner NHS trusts and NHS foundation trusts prepare a plan setting out their planned capital resource use;
- ensuring that the ICB and its partner NHS trusts and NHS foundation trusts exercise their functions with a view to ensuring that, in respect of each financial year local capital resource use does not exceed the limit specified in a direction by NHS England;
- ensuring the ICB has a documented property transfer scheme for the transfer of property, rights or liabilities from ICB's predecessor clinical commissioning group(s);
- ensuring that there is an effective appraisal and approval process in place for determining capital expenditure priorities and the effect of each proposal upon business plans;
- ensuring that there are processes in place for the management of all stages of capital schemes, that will ensure that schemes are delivered on time and to cost;
- ensuring that capital investment is not authorised without evidence of availability of resources to finance all revenue consequences; and
- for every capital expenditure proposal, the chief financial officer is responsible for ensuring there are processes in place to ensure that a business case is produced.

12.1.2 Capital commitments typically cover land, buildings, equipment, capital grants to third parties and IT, including:

- authority to spend capital or make a capital grant; and
- authority to enter into leasing arrangements.

12.1.3 Advice should be sought from the chief financial officer or nominated officer if there is any doubt as to whether any proposal is a capital commitment requiring formal approval.

12.1.4 For operational purposes, the ICB shall have nominated senior officers accountable for ICB property assets and for managing property.

12.1.5 ICBs shall have a defined and established property governance and management framework, which should:

- ensure the ICB asset portfolio supports its business objectives; and
- complies with NHS England policies and directives and with this guidance

12.1.6 Disposals of surplus assets should be made in accordance with published guidance and should be supported by a business case which should contain an appraisal of the options and benefits of the disposal in the context of the wider public sector and to secure value for money.

12.2 Grants

12.2.1 The chief financial officer is responsible for providing robust management, governance and assurance to the ICB with regards to the use of specific powers under which it can make capital or revenue grants available to;

- any of its partner NHS trusts or NHS foundation trusts; and
- to a voluntary organisation, by way of a grant or loan.

12.2.2 All revenue grant applications should be regarded as competed as a default position, unless, there are justifiable reasons why the classification should be amended to non-competed.

13. Legal and insurance

13.1.1 This section applies to any legal cases threatened or instituted by or against the ICB. The ICB should have policies and procedures detailing:

- engagement of solicitors / legal advisors;
- approval and signing of documents which will be necessary in legal proceedings; and
- Officers who can commit ICB revenue resources in relation to settling legal matters.

13.1.2 ICBs are advised not to buy commercial insurance to protect against risk unless it is part of a risk management strategy that is approved by the accountable officer.

Appendix A

Delegation Agreements and Joint Working Agreements

Dated 2023

(1) **NHS DERBY AND DERBYSHIRE INTEGRATED CARE BOARD**

- and -

(2) **NHS LEICESTER, LEICESTERSHIRE, AND RUTLAND INTEGRATED CARE BOARD**

- and -

(3) **NHS LINCOLNSHIRE INTEGRATED CARE BOARD**

- and -

(4) **NHS NORTHAMPTONSHIRE INTEGRATED CARE BOARD**

- and -

(5) **NHS NOTTINGHAM AND NOTTINGHAMSHIRE INTEGRATED CARE BOARD**

Agreement in relation to the establishment and operation of joint working arrangements

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Clause heading and number — Page number

THIS AGREEMENT is made on the_____day of_____2023

BETWEEN[1]:

(1) **Integrated Care Board** of **NHS Derby and Derbyshire ("Derby and Derbyshire ICB"**).

(2) **Integrated Care Board** of **NHS Leicester, Leicestershire and Rutland** ("**Leicester, Leicestershire and Rutland ICB"**).

(3) **Integrated Care Board** of **NHS Lincolnshire** ("**Lincolnshire ICB"**).

(4) **Integrated Care Board** of **NHS Northamptonshire** ("**Northamptonshire ICB"**).

and

(5) **Integrated Care Board** of **NHS Nottingham and Nottinghamshire** ("**Nottingham and Nottinghamshire ICB"**).

each a "Partner" and together the "Partners".

Derby and Derbyshire **ICB,** Leicester, Leicestershire and Rutland **ICB, Lincolnshire ICB,** Northamptonshire **ICB** and Nottingham and Nottinghamshire **ICB**, are together referred to in this Agreement as the **"ICBs",** and **"ICB"** shall mean any of them.

BACKGROUND

(A) The ICBs have statutory functions to make arrangements for the provision of services for the purposes of the NHS in their areas, apart from those commissioned by NHSE.

(B) Pursuant to section 65Z5 of the NHS Act, NHSE and the ICBs are able to establish and maintain joint arrangements in respect of the discharge of their commissioning functions.

(C) ICBs agree to exercise decisions of the Joint Committee(s) under section 65Z5 of the NHS Act and as set out in this Agreement and the Terms of Reference.

(D) ICBs acknowledge and agree that making joint arrangements to exercise ICB Commissioning Functions is likely to lead to an improvement in the way the Commissioning Functions of all Partners are exercised.

(E) This Agreement sets out the arrangements that will apply the ICBs in relation to the joint exercising of the Joint Working / Joint Commissioning Functions for the ICBs' populations. These arrangements are intended to better align and transform pathways of care around the needs of local populations.

(F) ICBs have entered into this Agreement to define their arrangements for joint working. To avoid doubt, none of the Partners are delegating the exercise of any of their Commissioning Functions or any other functions to any other Partner under this Agreement.

(G) This Agreement is intended for use in the 2023/24 financial year, to govern defined Services; ICBs will:

- Govern the joint working between ICBs in relation to the commissioning functions delegated to the Joint Committee by the ICBs and as defined in Schedule 4 of this agreement. The Joint Committee will discharge the delegated functions through its subgroups and in accordance with the Scheme of Reservation and Delegation defined by the joint committee.

NOW IT IS HEREBY AGREED as follows:

1. **COMMENCEMENT AND DURATION**

1.1 This Agreement has effect from the date of this Agreement and will remain in force for the Initial Term unless terminated in accordance with Clause 20 (Leaving the Joint Committee) below.

1.2 This Agreement will be reviewed within 12 months of the commencement date and then at least annually thereafter. The Agreement may be reviewed at any other time where all Partners agree for such a review to be undertaken.

1.3 The Partners may extend this Agreement beyond the Initial Term for a further period, by written agreement prior to the expiry of the Initial Term.

2. **PRINCIPLES AND AIMS**

2.1 The Partners acknowledge that, in exercising their obligations under this Agreement, each Partner must comply with the statutory duties set out in the NHS Act and must:

2.1.1 consider how it can meet its legal duties to involve patients and the public in shaping the provision of services, including by working with local communities, under-represented groups and those with protected characteristics for the purposes of the Equality Act 2010;

2.1.2 consider how, in performing its obligations, it can address health inequalities;

2.1.3 at all times exercise functions effectively, efficiently and economically; and

2.1.4 act at all times in good faith towards each other.

2.2 The Partners agree:

2.2.1 that successfully implementing this Agreement will require strong relationships and an environment based on trust and collaboration;

2.2.2 to seek to continually improve whole pathways of care pertinent to the Joint Working / Joint Commissioning services and to design and implement effective and efficient integration;

2.2.3 to act in a timely manner;

2.2.4 to share information and best practice, and work collaboratively to identify solutions, eliminate duplication of effort, mitigate risks and reduce cost;

2.2.5 to act at all times in accordance with the scope of their statutory powers; and

2.2.6 to have regard to each other's needs and views, irrespective of the relative contributions of the Partners to the commissioning of any Joint Working and Joint Commissioning services and, as far as is reasonably practicable, take such needs and views into account.

2.3 The Partners' primary aim is to maximise the benefits to patients of integrating the Joint Functions with the ICBs' Commissioning Functions through designing and commissioning the Joint Working / Joint Commissioning services as part of the wider pathways of care of which they are a part and, in doing so, promote the Triple Aim.

3. SCOPE OF JOINT WORKING ARRANGEMENTS

3.1 This Agreement sets out the arrangements through which the Partners will work together to exercise the Joint Functions as set out in Schedule 4, including:

3.1.1 the establishment of a Joint Committee;

3.1.2 the participation by all Partners in the work of the Joint Committee;

3.1.3 the development of leadership and expertise in respect of the Joint Working / Joint Commissioning services, collectively referred to as the "Joint Working Arrangements".

4. JOINT COMMITTEE

4.1 The Partner ICBs shall together establish a Joint Committee which will operate in accordance with the Terms of Reference set out in Schedule 3.

4.2 The Joint Committee may establish sub-groups or sub-committees of the Joint Committee, which will operate in accordance with the relevant Terms of Reference agreed by the Joint Committee.

4.3 The Partners shall nominate Authorised Officers to the Joint Committee in accordance with Schedule 3.

4.4 Subject to Clauses 17.1 to 17.4 and the terms of the Schedules, ICBs in accordance with this Agreement must reach decisions in relation to the Joint Functions through discussion and agreement. Where in exceptional cases consensus cannot be reached between the members of the Joint Committee in respect of matters under consideration, any voting arrangements set out in the Terms of Reference will apply.

4.5 The ICBs shall ensure that their Authorised Officers have appropriate delegated authority, in accordance with each ICB's internal governance arrangements, to represent the interests of each ICB in the Joint Committee and any other sub-groups or sub-committees established by it.

4.6 The Partners recognise the need to ensure that any potential conflicts of interest on the part of any Partner, including its representatives, in respect of this Agreement and the establishment or operation of the Joint Committee and any sub-group or sub-committee of it must be appropriately identified, recorded and managed.

5. JOINT FUNCTIONS

5.1 This Agreement shall include functions that the ICBs delegate to it as outlined in Schedule 4 in respect of the Joint Working / Joint Commissioning services.

5.2 The Partners must establish effective, safe, efficient and economic arrangements for the discharge of the Joint Functions.

5.3 Partners must exercise the Joint Functions outline in the Joint Committee in accordance with:

5.3.1 the terms of this Agreement;

5.3.2 all applicable Law;

5.3.3 Guidance;

5.3.4 the Terms of Reference; and

5.3.5 Good Practice.

5.4 In exercising the Joint Functions, the Joint Committee must comply with the Mandated Guidance set out in Schedule 6, or otherwise referred to in this Agreement, and such further Mandated Guidance as may be issued by NHSE from time to time, including on NHSE or FutureNHS websites.

5.5 The Joint Committee must perform the Joint Functions:

5.5.1 in such a manner as to ensure ICBs compliance with its statutory duties in respect of the Joint Functions;

5.5.2 having regard to NHSE's accountability to the Secretary of State and Parliament in respect of any NHSE delegated Functions.

6. FURTHER COLLABORATIVE WORKING

6.1 An ICB may, at its discretion, table for discussion at any Joint Committee meeting an item relating to any ICB Function, in order to facilitate engagement and promote integration and collaborative working. Decision-making in respect of such discussions will remain with the relevant ICB. For the avoidance of doubt, the Joint Committee will not have any authority to take decisions in respect of ICB Functions, outside of services defined in Schedule 4

6.2 NHSE may table for discussion at any Joint Committee meeting an item relating to NHSE's accountability to the Secretary of State and Parliament in respect of any NHSE delegated Functions or any such other of NHSE's Functions that it considers appropriate in order to facilitate engagement and promote integration and collaborative working.

7. FINANCE

7.1 The Joint Committee shall ensure full compliance with Finance Guidance and any other relevant Mandated Guidance.

7.2 Each Partner shall bear its own costs as they are incurred, unless expressly provided otherwise in this Agreement or otherwise agreed in advance in writing by the Partners. Such costs may include, but will not be limited to, costs of attendance at Joint Committee meetings and costs in complying with each Partner's relevant obligations in this Agreement.

7.3 Prior to the end of the first year of the Term, the Partners will review the financial arrangements described for the joint commissioning of services outlined in Schedule 4 and consider whether alternative arrangements should be put in place for any extended Term. Any changes to this Agreement to effect such new arrangements will be made in accordance with Clause 9 (Variations).

7.4 Any costs relating to the operation of the Joint Committee shall be shared equally by each Partner.

7.5 Financial arrangements for costs associated with the joint commissioning of Services in Schedule 4 will be defined in the relevant Memorandum of Understanding, Hosting Agreement, or any such named agreement that sets outs the arrangements for collaboration for the defined services.

8. **STAFFING**

8.1 Staff employed to carry out the functions for commissioning and its associated functions for all services outlined in Schedule 4 and for the management for the Joint Committee will be defined in the relevant hosting agreement for the services

8.2 Any costs associated with the staffing for the Joint Commissioning of services will be met equally by each partner

9. **VARIATIONS**

9.1 The Partners acknowledge that the scope of the Joint Working Arrangements, including the scope of the Joint Functions, may be reviewed and amended from time to time.

9.2 This Agreement may be varied by the agreement of the Partners at any time in writing in accordance with the Partners' internal decision-making processes.

10. **DATA PROTECTION**

10.1 The Partners must ensure that all Personal Data processed by or on behalf of them in the course of carrying out the Joint Working Arrangements is processed in accordance with the relevant Partner's obligations under Data Protection Legislation and Data Guidance, and the Partners must assist each other as necessary to enable each other to comply with these obligations.

10.2 Processing of any Personal Data or Special Category Personal Data shall be to the minimum extent necessary to achieve the Specified Purpose, and on a Need to Know basis. If any Partner:

10.2.1 becomes aware of any unauthorised or unlawful processing of any Relevant Information or that any Relevant Information is lost or destroyed or has become damaged, corrupted or unusable; or

10.2.2 becomes aware of any security breach,

in respect of the Relevant Information it shall promptly notify the Joint Committee. The Partners shall fully co-operate with one another to remedy the issue as soon as reasonably practicable.

10.3 In processing any Relevant Information further to this Agreement, each Partner shall at all times comply with all NHSE policies and guidance on the handling of data.

10.4 Any information governance breach must be responded to in accordance with Data Security and the Protection Incident Reporting tool. If any Partner is required under Data Protection Legislation to notify the Information Commissioner's Office or a Data Subject of an information governance breach, then, as soon as reasonably practical and in any event on or before the first such notification is made, the relevant Partner must fully inform the Joint Committee of the breach. This clause does not require the relevant Partner to provide information which identifies any individual affected by the breach where doing so would breach Data Protection Legislation.

10.5 Whether or not a Partner is a Data Controller or Data Processor will be determined in accordance with Data Protection Legislation and any Data Guidance from a Regulatory or Supervisory Body. The Partners acknowledge that a Partner may act as both a Data Controller and a Data Processor.

10.6 The Partners will share information to enable joint service planning, commissioning, and financial management subject to the requirements of law, including in particular the Data Protection Legislation in respect of any Personal Data.

10.7 Other than in compliance with judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise required by any Law, no information will be shared with any other Partners save as agreed by the Partners in writing.

10.8 Schedule 5 makes further provision about information sharing and information governance.

11. IT INTER-OPERABILITY

11.1 The Partners will work together to ensure that all relevant IT systems operated by the Partners in respect of the Joint Functions are inter-operable and that data may be transferred between systems securely, easily and efficiently.

11.2 The Partners will use their respective reasonable endeavours to help develop initiatives to further this aim.

12. FURTHER ARRANGEMENTS

12.1 The Partners must give due consideration to whether any of the Joint Functions should be exercised collaboratively with other NHS bodies or Local Authorities including, without limitation, by means of arrangements under section 65Z5 and section 75 of the NHS Act. The Partners must comply with any Guidance around the commissioning of Joint Specialised Services by means of arrangements under section 65Z5 or 75 of the NHS Act.

13. FREEDOM OF INFORMATION

13.1 Each Partner acknowledges that the others are a 'Public Authority' for the purposes of the Freedom of Information Act 2000 (**"FOIA"**) and the Environmental Information Regulations 2004 (**"EIR"**).

13.2 Each Partner may be statutorily required to disclose further information about the Agreement and the Relevant Information in response to a specific request under FOIA or EIR, in which case:

13.2.1 each Partner shall provide the other with all reasonable assistance and co-operation to enable them to comply with their obligations under FOIA or EIR;

13.2.2 each Partner shall consult the other regarding the possible application of exemptions in relation to the information requested; and

13.2.3 each Partner acknowledges that the final decision as to the form or content of the response to any request is a matter for the Partner to whom the request is addressed.

13.3 NHS England may, from time to time, issue a FOIA or EIR protocol or update a protocol previously issued relating to the dealing with and responding to of FOIA or EIR requests in relation to the Joint Working Arrangements. The Joint Committee and each Partner shall comply with such FOIA or EIR protocols.

14. CONFLICTS OF INTEREST AND TRANSPARENCY ON GIFTS AND HOSPITALITY

14.1 The Partners must and must ensure that, in delivering the Joint Functions, all Staff comply with Law, with Managing Conflicts of Interest in the NHS and other Guidance, and with Good Practice, in relation to gifts, hospitality / other inducements and actual or potential conflicts of interest.

14.2 Without prejudice to the general obligations set out in Clause 5 (Joint Functions), each ICB must maintain a register of interests in respect of all persons involved in decisions concerning the Joint Functions. This register must be publicly available. For the purposes

of this clause, an ICB may rely on an existing register of interests rather than creating a further register.

14.3 Where any member of the Joint Committee has an actual or potential conflict of interest in relation to any matter under consideration by the Joint Committee, that member must not participate in meetings (or parts of meetings) in which the relevant matter is discussed or make a recommendation in relation to the relevant matter. The relevant appointing body may send an alternative representative to take the place of the conflicted member in relation to that matter.

15. CONFIDENTIALITY

15.1 Except as this Agreement otherwise provides, Confidential Information is owned by the disclosing Partner and the receiving Partner has no right to use it.

15.2 Subject to Clause 16.3, the receiving Partner agrees:

15.2.1 to use the disclosing Partner's Confidential Information only in connection with the receiving Partner's performance under this Agreement;

15.2.2 not to disclose the disclosing Partner's Confidential Information to any third party or to use it to the detriment of the disclosing Partner; and

15.2.3 to maintain the confidentiality of the disclosing Partner's Confidential Information.

15.3 The receiving Partner may disclose the disclosing Partner's Confidential Information:

15.3.1 in connection with any Dispute Resolution Procedure;

15.3.2 to comply with the Law;

15.3.3 to any appropriate Regulatory or Supervisory Body;

15.3.4 to its staff, who in respect of that Confidential Information will be under a duty no less onerous than the Receiving Partner's duty under Clause 16.2;

15.3.5 to NHS Bodies for the purposes of carrying out their functions;

15.3.6 as permitted under any other express arrangement or other provision of this Agreement.

15.4 The obligations in Clause 16 will not apply to any Confidential Information which:

15.4.1 is in or comes into the public domain other than by breach of this Agreement;

15.4.2 the receiving Partner can show by its records was in its possession before it received it from the disclosing Party; or

15.4.3 the receiving Partner can prove it obtained or was able to obtain from a source other than the disclosing Partner without breaching any obligation of confidence.

15.5 This Clause 16 does not prevent an ICB making use of or disclosing any Confidential Information disclosed any other ICB where necessary for the purposes of exercising its functions in relation to that ICB.

15.6 This Clause 16 will survive the termination of this Agreement for any reason for a period of 5 years.

15.7 This Clause 16 will not limit the application of the Public Interest Disclosure Act 1998 in any way whatsoever.

16. **LIABILITIES**

16.1 Nothing in this Agreement shall affect:

16.1.1 the liability of any of the ICBs to any person in respect of that ICB's Commissioning Functions.

16.2 Partner ICBs shall be responsible for and shall retain the conduct of any Claim in relation to the Joint Functions.

16.3 Each ICB must:

16.3.1 comply with any agreed policy issued by Partners from time to time in relation to the conduct of or avoidance of Claims or the pro-active management of Claims;

16.3.2 if it receives any correspondence, issue of proceedings, claim document or other document concerning any Claim or potential Claim, immediately notify the Joint Committee and send to them all copies of such correspondence;

16.3.3 co-operate fully with Partners in relation to such Claim and the conduct of such Claim;

16.3.4 provide, at its own cost, to Partners all documentation and other correspondence that Partners requires for the purposes of considering and/or resisting such Claim; and/or

16.3.5 at the request of Partners, take such action or step or provide such assistance as may in Partners discretion be necessary or desirable having regard to the nature of the Claim and the existence of any time limit in relation to avoiding, disputing, defending, resisting, appealing, seeking a review or compromising such Claim or to comply with the requirements of the provider of an Indemnity Arrangement in relation to such Claim.

17. **DISPUTE RESOLUTION**

17.1 Where any dispute arises within the Joint Committee in connection with this Agreement, the Partners must use their best endeavours to resolve that dispute within the Joint Committee in accordance with the Terms of Reference.

17.2 Where any dispute is not resolved under Clause 18.1 on an informal basis, any Authorised Officer may convene a special meeting of the Joint Committee to attempt to resolve the dispute

17.3 Where any dispute is not resolved under Clause 18.1 or 18.2 the Joint Committee can appoint an independent mediator to attempt to resolve the dispute. The cost of mediation will be borne in equal shares between parties involved in the dispute.

17.4 Where any dispute is remains resolved The Joint Committee will commissioning an independent review. The Joint Committee will abide by the independent review findings. The cost will be borne in equal shares between parties involved in the dispute.

18. **BREACHES OF JOINT WORKING**

18.1 If any Partner does not comply with the terms of this agreement in relation to services delegated by ICBs then Patners may:

18.1.1 exercise its rights under this Agreement; and

18.1.2 take such steps as it considers appropriate in the exercise of its other functions concerning the Partner.

18.2 Without prejudice to Clause 19.1, if any Partner does not comply with the terms of this Agreement (including if the Joint Committee or any Partner exceeds its authority under this Agreement), Partners may (at their discretion):

18.2.1 waive its rights in relation to such non-compliance in accordance with Clause 19.3;

18.2.2 ratify any decision;

18.2.3 terminate this Agreement in accordance with Clause 20 (Leaving the Joint Committee*)* below;

18.2.4 exercise the dispute resolution procedure in accordance with Clause 18 *(Dispute Resolution Procedure)*; and/or

18.2.5 exercise its rights under common law.

18.3 Partner may waive any non-compliance by another Partner with the terms of this Agreement provided that the Partner provides a written report to the Joint Committee as required by Clause 19.4 and, after considering the Partner's written report, Partner is satisfied that the waiver is justified.

18.4 If:

18.4.1 a Partner does not comply with this Agreement; or

18.4.2 Partners notifies a Partner that it considers the Partner has not complied, or may not be able to comply with, this Agreement;

then that Partner must provide a written report to Partners within ten (10) Operational Days of the non-compliance (or the date on which the relevant Partner considers that it may not be able to comply with this Agreement) or such notification pursuant to Clause 25 setting out:

18.4.3 details of and reasons for the non-compliance (or likely non-compliance) with the Agreement; and

18.4.4 if the non-compliance is capable of remedy, a plan for how the Partner proposes to remedy the non-compliance.

19. **LEAVING THE JOINT COMMITTEE**

19.1 If any Partner wishes to exit the Joint Committee and end its participation in this Agreement, the relevant ICB must provide at least six (6) months notification to the Joint Committee of its intention to exit the Joint Committee and end its participation in this Agreement. Such notification shall only take effect from the end of 31 March in any calendar year.

19.2 Partners will work together to ensure that there are suitable alternative arrangements in place in relation to the exercise of the Joint Functions.

19.3 The exercise of the Joint Functions does not alter accountability any partner.

20. CONSEQUENCES OF TERMINATION

20.1 Upon termination of this Agreement (in whole or in part), for any reason whatsoever, the following shall apply:

20.1.1 the Partners agree that they will work together and co-operate to ensure that the winding down of these arrangements is carried out smoothly and with as little disruption as possible to patients, employees, the Partners and third parties, so as to minimise costs and liabilities of each Partner in doing so;

20.1.2 termination of this Agreement shall have no effect on the liability of any rights or remedies of any Partner already accrued, prior to the date upon which such termination takes effect.

20.2 The provisions of Clauses 11 (Data Protection), 14 (Freedom of Information), 16 (Confidentiality), 17 (Liabilities) and 21 (Consequences of Termination) shall survive termination or expiry of this Agreement.

21. PUBLICITY

21.1 The Partners shall use reasonable endeavours to consult one another before making any public announcements concerning the subject matter of this Agreement.

22. EXCLUSION OF PARTNERSHIP OR AGENCY

22.1 Nothing in this Agreement shall create or be deemed to create a legal partnership under the Partnership Act 1890 or the relationship of employer and employee between the Partners, or render any Partner directly liable to any third party for the debts, liabilities or obligations of any Partner.

22.2 Save as specifically authorised under the terms of this Agreement, no Partner shall hold itself out as the agent of any other Partner.

23. THIRD PARTY RIGHTS

23.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and accordingly the Partners to this Agreement do not intend that any third party should have any rights in respect of this Agreement by virtue of that Act.

24. NOTICES

24.1 Any notices given under this Agreement must be sent by e-mail to the relevant Authorised Officers or their nominated deputies.

24.2 Notices by e-mail will be effective when sent in legible form, but only if, following transmission, the sender does not receive a non-delivery message.

25. ASSIGNMENT AND SUBCONTRACTING

25.1 This Agreement, and any right and conditions contained in it, may not be assigned or transferred by a Partner, without the prior written consent of the other Partners, except to any statutory successor to the relevant function.

26. **SEVERABILITY**

26.1 If any term, condition or provision contained in this Agreement shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Agreement.

27. **WAIVER**

27.1 No failure or delay by a Partner to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

28. **STATUS**

28.1 The Partners acknowledge that they are health service bodies for the purposes of section 9 of the NHS Act. Accordingly, this Agreement shall be treated as an NHS contract and shall not be legally enforceable.

29. **ENTIRE AGREEMENT**

29.1 This Agreement constitutes the entire agreement and understanding of the Partners and supersedes any previous agreement between the Partners relating to the subject matter of this Agreement.

30. **GOVERNING LAW AND JURISDICTION**

30.1 Subject to the provisions of Clause 18 (Dispute Resolution) and Clause 29 (Status), this Agreement shall be governed by and construed in accordance with English Law, and the Partners irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

31. **FAIR DEALINGS**

31.1 The Partners recognise that it is impracticable to make provision for every contingency which may arise during the life of this Agreement and they declare it to be their intention that this Agreement shall operate between them with fairness and without detriment to the interests of either of them and that, if in the course of the performance of this Agreement, unfairness to either of them does or may result, then the other shall use its reasonable endeavours to agree upon such action as may be necessary to remove the cause or causes of such unfairness.

32. **COMPLAINTS**

32.1 Any complaints received by the Partners shall be dealt with in accordance with the statutory complaints procedure of the Partner to whose Commissioning Function(s) the complaint relates. For the avoidance of doubt, Partners shall manage all complaints in respect of the Service in Schedule 4.

33. **COUNTERPARTS**

33.1 This Agreement may be executed in one or more counterparts. Any single counterpart or a set of counterparts executed, in either case, by all Partners shall constitute a full original of this Agreement for all purposes.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED by ....

for and on behalf of **Integrated Care Board** of **NHS Derby and Derbyshire ("ICB"**).

(Signature)

.....

(Date)

SIGNED by ....

for and on behalf of **Integrated Care Board** of **NHS Leicester, Leicestershire and Rutland ("ICB"**).

(Signature)

.....

(Date)

SIGNED by ....

for and on behalf of **Integrated Care Board** of **NHS Lincolnshire** ("**ICB"**).

(Signature)

.....

(Date)

SIGNED by ....

for and on behalf of **Integrated Care Board** of **NHS Northamptonshire** ("**ICB"**).

(Signature)

.....

(Date)

SIGNED by ....

for and on behalf of **Integrated Care Board** of **NHS Nottingham and Nottinghamshire** ("**ICB"**).

(Signature)

.....

(Date)

SCHEDULE 1: DEFINITIONS AND INTERPRETATIONS

DEFINITIONS AND INTERPRETATION

1. In this Agreement, unless the context otherwise requires, the following words and expressions shall have the following meanings:

"Agreement"	this agreement between the Partners comprising these terms and conditions together with all schedules attached to it;
"Area"	means the geographical area covered by the ICBs;
"Authorised Officer"	the individual(s) appointed as Authorised Officer in accordance with Schedule 3 (Terms of Reference);
"Change in Law"	a change in Law that is relevant to the arrangements made under this Agreement, which comes into force after the Commencement Date;
"Claim"	means for or in relation to the Joint Functions and Reserved Functions (a) any litigation or administrative, mediation, arbitration or other proceedings, or any claims, actions or hearings before any court, tribunal or the Secretary of State, any governmental, regulatory or similar body, or any department, board or agency or (b) any dispute with, or any investigation, inquiry or enforcement proceedings by any governmental, regulatory or similar body or agency;
"Clinical Commissioning Policies"	a determined clinical policy sets out the commissioning position on a particular clinical treatment issue and defines accessibility (including a not for routine commissioning position) of a medicine, medical device, diagnostic technique, surgical procedure or intervention for patients with a condition;
"Clinical Reference Groups"	means a group consisting of clinicians, commissioners, public health experts, patient and public voice representatives and professional associations, which offers specific knowledge and expertise on the best ways that Services detailed in Schedule 4 should be provided;
"Collaborative Commissioning Agreement"	means an agreement under which NHS Commissioners set out collaboration arrangements in respect of commissioning Services detailed in Schedule 4;
"Commencement Date"	{means 1 April 2023};
"Commissioning Functions"	the respective statutory functions of the Partners in arranging for the provision of services as part of the health service;
"Confidential Information"	means information, data and/or material of any nature which any Partner may receive or obtain in connection with the operation of this Agreement or arrangements made pursuant to it and: (a) which comprises Personal Data or which relates to any patient or his treatment or medical history; (b) the release of which is likely to prejudice the commercial interests of a Partner; or (c) which is a trade secret;

“Contracting Standard Operating Procedure”	means the Contracting Standard Operating Procedure produced by NHS England in respect of the Services detailed in Schedule 4;
“Core Membership”	means the voting membership of the Joint Committee as set out in the Terms of Reference;
“Data Controller”	shall have the same meaning as set out in the Data Protection Legislation;
“Data Processor”	shall have the same meaning as set out in the Data Protection Legislation;
“Data Guidance”	means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with Data Protection Legislation to the extent published and publicly available or their existence or contents have been notified to the ICB or any relevant Regulatory or Supervisory Body. This includes but is not limited to guidance issued by NHS Digital, the National Data Guardian for Health & Care, the Department of Health & Social Care, NHSE, the Health Research Authority, the UK Health Security Agency and the Information Commissioner;
"Data Protection Legislation"	means the UK General Data Protection Regulation, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the common law duty of confidentiality and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
“Data Protection Officer”	shall have the same meaning as set out in the Data Protection Legislation;
“Data Security and Protection Incident Reporting tool”	the incident reporting tool for data security and protection incidents, which forms part of the Data Security and Protection Toolkit available at https://www.dsptoolkit.nhs.uk/;
"Dispute Resolution Procedure"	the procedure set out in Clause 18 (Dispute Resolution);
“Finance Guidance”	guidance, rules and operating procedures produced by ICBs that relate to these Joint Working Arrangements, including but not limited to the following: - Commissioning Change Management Business Rules; - Contracting Standard Operating Procedure; - Cashflow Standard Operating Procedure; - Finance and Accounting Standard Operating Procedure; - Service Level Framework Guidance;

"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department concerning this legislation;
"ICB Functions"	the Commissioning Functions of the ICB;
"Information"	has the meaning given under section 84 of FOIA;
"Indemnity Arrangement"	mean either: (i) a policy of insurance; (ii) an arrangement made for the purposes of indemnifying a person or organisation; or (iii) a combination of (i) and (ii);
"Information Sharing Agreement"	any information sharing agreement entered into in accordance with Schedule 5 (Further Information Governance and Sharing Provisions);
"Indemnity Arrangement"	means either: (i) a policy of insurance; (ii) an arrangement made for the purposes of indemnifying a person or organisation; or (iii) a combination of (i) and (ii);
"Initial Term"	the period of one year from 1 April 2023;
"Joint Committee"	means the joint committee of the ICBs, established under this Agreement on the terms set out in the Terms of Reference;
"Joint Working Arrangements"	means the arrangements for joint working as set out in Clause 3 (Scope of Joint Working Arrangements);
"Joint Functions"	as set out in Schedule 2, that shall be jointly exercised by the ICBs through the decisions of the Joint Committee in accordance with the Terms of Reference in Schedule 3;
"Law"	means: (a) any statute or proclamation or any delegated or subordinate legislation; (b) any guidance, direction or determination with which the Partner(s) or relevant third party (as applicable) are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Partner(s) or relevant third party (as applicable); and (c) any judgment of a relevant court of law which is a binding precedent in England;
"Mandated Guidance"	means any protocol, policy, guidance, guidelines, framework or manual relating to the exercise of the Joint Functions and issued by NHSE from time to time as mandatory in respect of the Joint Working Arrangements. At the Commencement Date the Mandated Guidance in respect of the Joint Functions shall be as set out in Schedule 6;

"National Standards"	means the service standards for each Service, as set by NHSE and included in Clinical Commissioning Policies or National Specifications;
"National Specifications"	the service specifications published by NHSE in respect of Services detailed in Schedule 4 as applicable;
"Need to Know"	has the meaning set out in Schedule 5;
"NHS Act"	the National Health Service Act 2006;
"NHS England Functions"	NHSE's statutory functions exercisable under or by virtue of the NHS Act;
"Non-Personal Data"	means data which is not Personal Data;
"**Oversight Framework**"	means the NHS Oversight Framework, as may be amended or replaced from time to time, and any relevant associated Guidance published by NHSE;
"Partners"	the parties to this Agreement;
"Personal Data"	has the meaning set out in the Data Protection Legislation;
"Population"	means the population for which an ICB or all of the ICBs have the responsibility for commissioning health services;
"Regional Quality Group"	A group set up to act as a strategic forum at which regional partners from across health and social care can share, identify and mitigate wider regional quality risks and concerns as well as share learning so that quality improvement and best practice can be replicated;
"Regulatory or Supervisory Body"	means any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Party and/or Staff must comply or to which it or they must have regard, including: (i) CQC; (ii) NHS England; (iii) the Department of Health and Social Care; (iv) NICE; (v) Healthwatch England and Local Healthwatch; (vi) the General Medical Council; (vii) the General Dental Council; (viii) the General Optical Council; (ix) the General Pharmaceutical Council; (x) the Healthcare Safety Investigation Branch; and

(xi) the Information Commissioner;

“Relevant Information”	means the Personal Data and Non-Personal Data processed under this Agreement, and includes, where appropriate, “confidential patient information” (as defined under section 251 of the NHS Act), and “patient confidential information” as defined in the 2013 Report, The Information Governance Review – “*To Share or Not to Share?”*);
"Request for Information"	has the meaning set out in the FOIA;
“Reserved Functions”	those aspects of the Commissioning Functions that are not Joint Functions, including but not limited to those set out in Schedule 6;
“**Relevant Clinical Networks”**	means those clinical networks identified by NHSE as required to support the commissioning of any Services detailed in Schedule 4 for the population;
“Shared Care Arrangements”	these arrangements support patients receiving elements of their care closer to home, whilst still ensuring that they have access to the expertise of a specialised centre and that care is delivered in line with the expectation of the relevant National Specification;
“Single Point of Contact”	the member of Staff appointed by each relevant Partner in accordance with the terms of reference in Schedule 3;
“Special Category Personal Data”	has the meaning set out in the Data Protection Legislation;
“Commissioning Budget”	means the budget identified by Partners for the purpose of exercising the Joint Functions;
“Specified Purpose”	means the purpose for which the Relevant Information is shared and processed to facilitate the exercise of the Joint Functions and Reserved Functions as specified in Schedule 5 *(Further Information Governance and Sharing Provisions)* to this Agreement;
“Services Staff”	means the Staff carrying out the Joint Services Functions immediately prior to the date of this Agreement;
“Staff”	means the Partners’ employees, officers, elected members, directors, voluntary staff, consultants, and other contractors and sub-contractors acting on behalf of any Partner (whether or not the arrangements with such contractors and sub-contractors are subject to legally binding contracts) and such contractors’ and their sub-contractors’ personnel;
“System quality group”	means a group set up to identify and manage concerns across the local system. The system quality group shall act as a strategic forum at which partners from across the local health and social care footprint can share issues and risk information to inform response and management, identify and mitigate quality risks and concerns as well as share learning and best practice;
"Term"	the Initial Term, as may be varied by: (a) any extensions to this Agreement that are agreed under Clause 1.1 (Commencement and Duration); or (b) the earlier termination of this Agreement in accordance with its

“Terms of Reference”	means the Terms of Reference for the Joint Committee agreed between the ICBs at the first meeting of the Joint Committee, a draft of which is included at Schedule 3 (Joint Committee – Terms of Reference);
“Triple Aim”	the duty on each of the Partners in making decisions about the exercise of their functions, to have regard to all likely effects of the decision in relation to: (a) the health and well-being of the people of England; (b) the quality of services provided to individuals by the NHS; (c) efficiency and sustainability in relation to the use of resources by the NHS;
“UK GDPR”	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;
"Working Day"	any day other than Saturday, Sunday, a public or bank holiday in England.

2. References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.

3. The headings of the Clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant Clauses to which they relate. Reference to Clauses are Clauses in this Agreement.

4. References to Schedules are references to the schedules to this Agreement and a reference to a Paragraph is a reference to the paragraph in the Schedule containing such reference.

5. References to a person or body shall not be restricted to natural persons and shall include a company, corporation or organisation.

6. Words importing the singular number only shall include the plural.

7. Use of the masculine includes the feminine and all other genders.

8. Where anything in this Agreement requires the mutual agreement of the Partners, then unless the context otherwise provides, such agreement must be in writing.

9. Any reference to the Partners shall include their respective statutory successors, employees and agents.

10. In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.

11. Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.

SCHEDULE 2: JOINT COMMITTEE OPERATING MODEL AND ITS SUB GROUPS

2.1. By entering into this Agreement ICBs agree to work collaboratively with regard to the services for which they have commissioning responsibility and/ or delegated responsibility from NHSE as set out in Schedule 4.

2.2. The ICBs agree to the establishment of the East Midlands Joint Committee. The Joint Committee will be the vehicle through which this work will be undertaken. The Joint Committee will operate in accordance with this Agreement, the Terms of Reference for the Joint Committee are set out in Schedule 3.

2.3. The ICBs will delegate to the Joint Committee the authority to carry out functions and decisions with regard to the services set out in Schedule 4 of this Agreement. The ICBs will reflect the Joint Committee and the functions and decisions delegated to it within each ICBs Governance documentation.

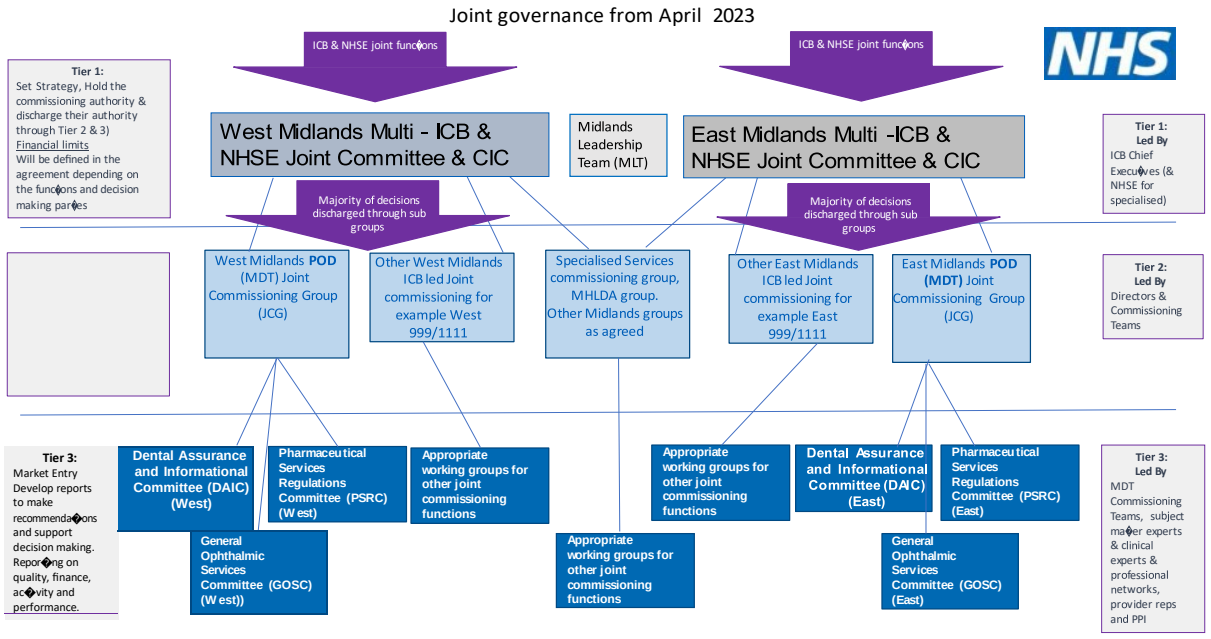
2.4. The Joint Committee may at is determination establish a structure of commissioning groups/ subgroups through which the Joint Committee will discharge the functions delegated to it. An illustration of such a model can be seen in figure 1 below.

2.5. Figure 1 has been developed to support the undertaking of the delegations for Primary Pharmacy, Optometry & Primary and Secondary Dental Services only. It should not be considered as exhaustive and may be amended at any time by the Joint Committee to support the delivery of services set out in Schedule 4, or any other matter deemed the business of the Joint Committee.

2.6. The Joint Committee will set the parameters of the commissioning groups and subgroups and will approve the Terms of Reference of any such commissioning group or subgroup.

2.7. The Joint Committee will determine how it is to discharge the functions and decisions delegated unto it and in doing so may determine that this should be done through the commission group, subgroup or persons within the hosted team. The Joint Committee will approve the Governance documentation that sets out how it has determined to delegate to these groups/ persons.

Figure 1



SCHEDULE 3: TIER 1 JOINT COMMITTEE – TERMS OF REFERENCE

Insert Approve Terms of Reference Here

SCHEDULE 4: SCHEDULE OF SERVICES

4.1. Background and Introduction

4.1.1. The ICBs party to this Agreement have agreed for the planning footprint of the East Midlands to be the continued basis for multi-ICB planning and decision making where it makes strategic sense to meet the quadruple aim objectives.

4.1.2. As a basis for joint planning for delegated and devolved functions, and for functions that are the commissioning responsibility of the ICBs, Chief Executives and Chairs have worked on the principle of pragmatic strategic planning ensuring that skills are retained and that specialised resources are shared between ICBs where appropriate.

4.1.3. As part of our collaborative approach the partners have agreed the following distributed leadership model that will see the identified ICB leading on the aligned subject matter on behalf of the other ICBs:

- Derbyshire – Ambulance Services and NHS 111.
- Leicestershire – Specialised Commissioning (linking with Birmingham & Solihull ICB as combined East and West hosting organisation).
- Lincolnshire – Broader collaboration with Local Authority, Cancer Alliances and Cardiovascular Disease and Respiratory (CVD-R) Clinical Network, and Commissioning Policies.
- Northamptonshire – Collaborative governance and Commissioning Support Unit arrangements.
- Nottinghamshire – Primary Pharmacy, Optometry & Primary and Secondary Dental Services (PODs).

4.1.4. Services, inclusive of those listed in 4.1.3 above, will only become part of this Agreement where the responsible ICB determines to approve for the services to be so in accordance with their ICB Governance Framework. The services delegated by the responsible ICB, and which fall under this Agreement, will be listed at Schedule 4, paragraph 4.2 below.

4.1.5. Where the ICBs approve to do so it will be the Joint Committee established under this Agreement that will have delegated unto it the authorities of the partner ICBs. Such delegations will be made and recorded in accordance with the individual Governance Framework of the ICBs.

4.2. <u>Services Delegated Under This Joint Working Agreement</u>

4.2.1. The following relates to the POD Services for which ICBs have delegated authority to the Joint Committee:

4.2.1.1. <u>Dental Services</u>

The Joint functions in respect of Dental Care services are those delegated to the ICBs by NHSE which are, in summary:-

- Decisions in relation to the commissioning and management of Primary Prescribed Community Dental Services;
- Planning Primary Dental Services in the Area, in compliance with Mandated Guidance issued by NHS England, including carrying out needs assessments;
- Undertaking reviews of Primary Dental Services in the Area;
- Management of Dental Services Contracts in order to secure the needs of people who use the services, improve the quality of services and improve efficiency in the provision of the services including by:-
  - Reviewing and monitoring spending on services provided pursuant to Dental Services Contracts in the Area;
  - Reviewing and monitoring spending on Primary Dental Services commissioned in the Area;
  - Assessing quality and outcomes (including clinical effectiveness, patient experience and patient safety);

- Managing variations to the relevant Dental Services Contract or services in accordance with national policy, service user needs and clinical developments;
- Agreeing information and reporting requirements and managing information breaches (which will include use of the NHS Digital Data Security and Protection Toolkit);
- Undertaking annual contract activity negotiations, including agreeing local prices, managing agreements or proposals for local variations and local modifications;
- Conducting review meetings and undertaking contract management including the issuing of contract queries and agreeing any remedial action plan or related contract management processes;
- Allocating sufficient resources for undertaking contract mediation; and
- Complying with and implementing any relevant Mandated Guidance issued from time to time.
- Taking timely action to enforce contractual breaches, serve notices or provide discretionary support ensure that it obtains value for money on behalf of NHS England, including by avoiding making any double payments under any Dental Services Contracts and reducing the number of contracts which are under-delivering so that funds can be reallocated to meet local oral health needs;

- Planning of the Provider landscape for Dental services, including considering and taking decisions in relation to:-
  - Establishing new Dental Services Providers in the Area;
  - managing Dental Services Providers providing inadequate standards of patient care;
  - the procurement or award of new Dental Services Contracts (in accordance with any procurement protocol or Guidance issued by NHS England from time to time); and
  - closure of practices.
- Management of the Delegated Funds for Primary Dental Services in the Area;
- Co-ordinating a common approach to the commissioning and delivery of Primary Dental Services with other health and social care bodies in respect of the Area where appropriate including working with NHS England to coordinate the exercise of their respective performance management functions and with a view to achieving greater integration of dentists into the Integrated Care System at the Primary Care Network level; and
- Such other ancillary activities that are necessary in order to exercise the Delegated Functions.

4.2.1.2. Pharmacy Services

The Joint functions in respect of Pharmaceutical services are those delegated to the ICBs by NHSE which are, in summary:-

- Decisions in relation to the commissioning and management of Primary Prescribed Community Pharmaceutical Services;
- Planning Primary Pharmaceutical Services in the Area, in compliance with Mandated Guidance issued by NHS England, including carrying out needs assessments;
- Undertaking reviews of Primary Pharmaceutical Services in the Area;
- Maintaining and submitting Practitioners list of persons who have undertaken to provide pharmaceutical services from premises situated within the Area, including the provision of drugs, appliances, Electronic Prescription Service (Known as the "Pharmaceutical Lists)
- Managing and determining applications for inclusion in a Pharmaceutical List
- Overseeing the compliance of those included in the Pharmaceutical Lists exercising powers in respect of Performance Related Sanctions and Market Exit
- Management of Pharmaceutical Services Contracts in order to secure the needs of people who use the services, improve the quality of services and improve efficiency in the provision of the services including by:-
  - Reviewing and monitoring spending on services provided pursuant to Pharmaceutical Services Contracts in the Area;
  - Reviewing and monitoring spending on Primary Pharmaceutical Services commissioned in the Area;

- Assessing quality and outcomes (including clinical effectiveness, patient experience and patient safety);
- Managing variations to the relevant Pharmaceutical Services Contract or services in accordance with national policy, service user needs and clinical developments;
- Agreeing information and reporting requirements and managing information breaches (which will include use of the NHS Digital Data Security and Protection Toolkit);
- Undertaking annual contract activity negotiations, including agreeing local prices, managing agreements or proposals for local variations and local modifications;
- Conducting review meetings and undertaking contract management including the issuing of contract queries and agreeing any remedial action plan or related contract management processes;
- Allocating sufficient resources for undertaking contract mediation; and
- Complying with and implementing any relevant Mandated Guidance issued from time to time.
- Taking timely action to enforce contractual breaches, serve notices or provide discretionary support ensure that it obtains value for money on behalf of NHS England, including by avoiding making any double payments under any Pharmaceutical Services Contracts and reducing the number of contracts which are under-delivering so that funds can be reallocated to meet local pharmaceutical health needs;

- Planning of the Provider landscape for Pharmaceutical Services, including considering and taking decisions in relation to:-
  - Establishing new Pharmaceutical Services Providers in the Area;
  - managing Pharmaceutical Services Providers providing inadequate standards of patient care;
  - the procurement or award of new Pharmaceutical Services Contracts (in accordance with any procurement protocol or Guidance issued by NHS England from time to time); and
  - closure of practices.
- Management of the Delegated Funds for Primary Pharmaceutical Services in the Area;
- Co-ordinating a common approach to the commissioning and delivery of Primary Pharmaceutical Services with other health and social care bodies in respect of the Area where appropriate including working with NHS England to coordinate the exercise of their respective performance management functions and with a view to achieving greater integration of dentists into the Integrated Care System at the Primary Care Network level; and
- Such other ancillary activities that are necessary in order to exercise the Delegated Functions.

4.2.1.3. Primary Ophthalmic Services

The Joint functions in respect of Primary Ophthalmic Services are those delegated to the ICBs by NHSE which are, in summary:-

- Decisions in relation to the commissioning and management of Primary Ophthalmic Services;
- Planning Primary Ophthalmic Services in the Area, in compliance with Mandated Guidance issued by NHS England, including carrying out needs assessments;
- Undertaking reviews of Primary Ophthalmic Services in the Area;
- Management of Primary Ophthalmic Services Contracts in order to secure the needs of people who use the services, improve the quality of services and improve efficiency in the provision of the services including by:-
  - Reviewing and monitoring spending on services provided pursuant to Primary Ophthalmic Services Contracts in the Area;
  - Reviewing and monitoring spending on Primary Ophthalmic Services commissioned in the Area;
  - Assessing quality and outcomes (including clinical effectiveness, patient experience and patient safety);
  - Managing variations to the relevant Primary Ophthalmic Services Contract or services in accordance with national policy, service user needs and clinical developments;

- Agreeing information and reporting requirements and managing information breaches (which will include use of the NHS Digital Data Security and Protection Toolkit);
- Undertaking annual contract activity negotiations, including agreeing local prices, managing agreements or proposals for local variations and local modifications;
- Conducting review meetings and undertaking contract management including the issuing of contract queries and agreeing any remedial action plan or related contract management processes;
- Allocating sufficient resources for undertaking contract mediation; and
- Complying with and implementing any relevant Mandated Guidance issued from time to time.
- Taking timely action to enforce contractual breaches, serve notices or provide discretionary support ensure that it obtains value for money on behalf of NHS England, including by avoiding making any double payments under any Primary Ophthalmic Services Contracts and reducing the number of contracts which are under-delivering so that funds can be reallocated to meet local eye health needs;

- Planning of the Provider landscape for Primary Ophthalmic Services, including considering and taking decisions in relation to:-
  - Establishing new Primary Ophthalmic Services Providers in the Area;
  - managing Primary Ophthalmic Services Providers providing inadequate standards of patient care;
  - the procurement or award of new Primary Ophthalmic Services Contracts (in accordance with any procurement protocol or Guidance issued by NHS England from time to time); and
  - closure of practices.
- Management of the Delegated Funds for Primary Ophthalmic Services in the Area;
- Co-ordinating a common approach to the commissioning and delivery of Primary Ophthalmic Services with other health and social care bodies in respect of the Area where appropriate including working with NHS England to coordinate the exercise of their respective performance management functions and with a view to achieving greater integration of dentists into the Integrated Care System at the Primary Care Network level; and
- Such other ancillary activities that are necessary in order to exercise the Delegated Functions.

SCHEDULE 5: FURTHER INFORMATION GOVERNANCE AND SHARING PROVISIONS

1. Introduction

1.1. This Schedule sets out the scope for the secure and confidential sharing of information between the Partners on a Need To Know basis, in order to enable the Partners to exercise their functions in pursuance of this Agreement.

1.2. References in this Schedule *(Further Information Governance and Sharing Provisions)* to the Need to Know basis or requirement (as the context requires) should be taken to mean that the Data Controllers' Staff will only have access to Personal Data or Special Category Personal Data if it is lawful for such Staff to have access to such data for the Specified Purpose in paragraph 2.1 and the function they are required to fulfil at that particular time, in relation to the Specified Purpose, cannot be achieved without access to the Personal Data or Special Category Personal Data specified.

1.3. This Schedule and Data Sharing Agreements entered into under it are designed to:

1.3.1. provide information about the reasons why Relevant Information may need to be shared and how this will be managed and controlled by the Partners;

1.3.2. describe the purposes for which the Partners have agreed to share Relevant Information;

1.3.3. set out the lawful basis for the sharing of information between the Partners, and the principles that underpin the exchange of Relevant Information;

1.3.4. describe roles and structures to support the exchange of Relevant Information between the Partners;

1.3.5. apply to the sharing of Relevant Information relating to Specialised Services Providers and their Staff;

1.3.6. apply to the sharing of Relevant Information whatever the medium in which it is held and however it is transmitted;

1.3.7. ensure that Data Subjects are, where appropriate, informed of the reasons why Personal Data about them may need to be shared and how this sharing will be managed;

1.3.8. apply to the activities of the Partners' Staff; and

2.1.1. describe how complaints relating to Personal Data sharing between the Partners will be investigated and resolved, and how the information sharing will be monitored and reviewed.

2. Purpose

2.1. The Specified Purpose of the data sharing is to facilitate the exercise of the Joint Functions and NHSE's Reserved Functions.

2.2. Each Partner must ensure that they have in place appropriate Data Sharing Agreements to enable data to be received from any third party organisations from which the Partners must obtain data in order to achieve the Specified Purpose. Where necessary specific and detailed purposes must be set out in a Data Sharing Agreement that complies with all relevant Legislation and Guidance.

3. Benefits of information sharing

3.1. The benefits of sharing information are the achievement of the Specified Purpose, with benefits for service users and other stakeholders in terms of the improved delivery of the Joint Specialised Services.

4. Lawful basis for sharing

4.1. The Partners shall comply with all relevant Data Protection Legislation requirements and good practice in relation to the processing of Relevant Information shared further to this Agreement.

4.2. The Partners shall ensure that there is a Data Protection Impact Assessment ("DPIA") that covers processing undertaken in pursuance of the Specified Purpose. The DPIA shall identify the lawful basis for sharing Relevant Information for each purpose and data flow.

4.3. Where appropriate, the Relevant Information to be shared shall be set out in a Data Sharing Agreement.

5. Restrictions on use of the Shared Information

5.1. Each Partner shall only process the Relevant Information as is necessary to achieve the Specified Purpose and, in particular, shall not use or process Relevant Information for any other purpose unless agreed in writing by the Data Controller that released the information to the other. There shall be no other use or onward transmission of the Relevant Information to any third party without a lawful basis first being determined, and the originating Data Controller being notified.

5.2. Access to, and processing of, the Relevant Information provided by a Partner must be the minimum necessary to achieve the Specified Purpose. Information and Special Category Personal Data will be handled at all times on a restricted basis, in compliance with Data Protection Legislation requirements, and the Partners' Staff should only have access to Personal Data on a justifiable Need to Know basis.

5.3. Neither the provisions of this Schedule nor any associated Data Sharing Agreements should be taken to permit unrestricted access to data held by any of the Partners.

5.4. Neither Partner shall subcontract any processing of the Relevant Information without the prior consent of the other Partner. Where a Partner subcontracts its obligations, it shall do so only by way of a written agreement with the sub-contractor which imposes the same obligations as are imposed on the Data Controllers under this Agreement.

5.5. The Partners shall not cause or allow Data to be transferred to any territory outside the United Kingdom without the prior written permission of the responsible Data Controller.

5.6. Any particular restrictions on use of certain Relevant Information should be included in a Personal Data Agreement.

6. Ensuring fairness to the Data Subject

6.1. In addition to having a lawful basis for sharing information, the UK GDPR generally requires that the sharing must be fair and transparent. In order to achieve fairness and transparency to the Data Subjects, the Partners will take the following measures as reasonably required:

6.1.1. amendment of internal guidance to improve awareness and understanding among Staff;

6.1.2. amendment of respective privacy notices and policies to reflect the processing of data carried out further to this Agreement, including covering the requirements of articles 13 and 14 UK GDPR and providing these (or making them available to) Data Subjects;

6.1.3. ensuring that information and communications relating to the processing of data is clear and easily accessible; and

6.1.4. giving consideration to carrying out activities to promote public understanding of how data is processed where appropriate.

6.2. Each Partner shall procure that its notification to the Information Commissioner's Office, and record of processing maintained for the purposes of Article 30 UK GDPR, reflects the flows of information under this Agreement.

6.3. The Partners shall reasonably cooperate in undertaking any DPIA associated with the processing of data further to this Agreement, and in doing so engage with their respective Data Protection Officers in the performance by them of their duties pursuant to Article 39 UK GDPR.

6.4. Further provision in relation to specific data flows may be included in a Personal Data Agreement between the Partners.

7. Governance: Staff

7.1. The Partners must take reasonable steps to ensure the suitability, reliability, training and competence, of any Staff who have access to Personal Data, and Special Category Personal Data, including ensuring reasonable background checks and evidence of completeness are available on request.

7.2. The Partners agree to treat all Relevant Information as confidential and imparted in confidence and must safeguard it accordingly. Where any of the Partners' Staff are not healthcare professionals (for the purposes of the Data Protection Act 2018) the employing Partners must procure that Staff operate under a duty of confidentiality which is equivalent to that which would arise if that person were a healthcare professional.

7.3. The Partners shall ensure that all Staff required to access Personal Data (including Special Category Personal Data are informed of the confidential nature of the Personal Data. The Partners shall include appropriate confidentiality clauses in employment/service contracts of all Staff that have any access whatsoever to the Relevant Information, including details of sanctions for acting in a deliberate or reckless manner that may breach the confidentiality or the non-disclosure provisions of Data Protection Legislation requirements, or cause damage to or loss of the Relevant Information.

Each Party shall provide evidence (further to any reasonable request) that all personnel that have any access to the Relevant Information whatsoever are adequately and appropriately trained to comply with their responsibilities under Data Protection Legislation and this Agreement.

7.4. The Partners shall ensure that:

7.4.1. only those Staff involved in delivery of the Agreement use or have access to the Relevant Information; and

7.4.2. that such access is granted on a strict Need to Know basis and shall implement appropriate access controls to ensure this requirement is satisfied and audited. Evidence of audit should be made freely available on request by the originating Data Controller; and

7.4.3. specific limitations on the Staff who may have access to the Information are set out in any Data Sharing Agreement entered into in accordance with this Schedule.

8. Governance: Protection of Personal Data

8.1. At all times, the Partners shall have regard to the requirements of Data Protection Legislation and the rights of Data Subjects.

8.2. Wherever possible (in descending order of preference), only anonymised information, or, strongly or weakly pseudonymised information will be shared and processed by the Partners. The Partners shall cooperate in exploring alternative strategies to avoid the use of Personal Data in order to achieve the Specified Purpose. However, it is accepted that some Relevant Information shared further to this Agreement may be Personal Data or Special Category Personal Data.

8.3. Processing of any Personal Data or Special Category Personal Data shall be to the minimum extent necessary to achieve the Specified Purpose, and on a Need to Know basis.

8.4. If any Partner

8.4.1. becomes aware of any unauthorised or unlawful processing of any Relevant Information or that any Relevant Information is lost or destroyed or has become damaged, corrupted or unusable; or

8.4.2. becomes aware of any security vulnerability or breach in respect of the Relevant Information,

it shall promptly, within 48 hours, notify the other Partners. The Partners shall fully cooperate with one another to remedy the issue as soon as reasonably practicable, and in making information about the incident available to the Information Commissioner and Data Subjects where required by Data Protection Legislation.

8.5. In processing any Relevant Information further to this Agreement, the Partners shall process the Personal Data and Special Category Personal Data only:

8.5.1. in accordance with the terms of this Agreement and otherwise (to the extent that it acts as a Data Processor for the purposes of Article 27-28 GDPR) only in accordance with written instructions from the originating Data Controller in respect of its Relevant Information;

8.5.2. to the extent as is necessary for the provision of the Specified Purpose or as is required by law or any regulatory body;

8.5.3. in accordance with Data Protection Legislation requirements, in particular the principles set out in Article 5(1) and accountability requirements set out in Article 5(2) UK GDPR; and not in such a way as to cause any other Data Controller to breach any of their applicable obligations under Data Protection Legislation.

8.6. The Partners shall act generally in accordance with Data Protection Legislation requirements. This includes implementing, maintaining and keeping under review appropriate technical and organisational measures to ensure and demonstrate that the processing of Personal Data is undertaken in accordance with Data Protection Legislation, and in particular to protected the Personal Data (and Special Category Personal Data) against unauthorised or unlawful processing, and against accidental loss, destruction, damage, alteration or disclosure. These measures shall:

8.6.1. take account of the nature, scope, context and purposes of processing as well as the risks, of varying likelihood and severity for the rights and freedoms of Data Subjects; and

8.6.2. be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and Special Category Personal Data and having the nature of the Personal Data (and Special Category Personal Data) which is to be protected.

8.7. In particular, teach Partner shall:

8.7.1. ensure that only Staff as provided under this Schedule have access to the Personal Data and Special Category Personal Data;

8.7.2. ensure that the Relevant Information is kept secure and in an encrypted form, and shall use all reasonable security practices and systems applicable to the use of the Relevant Information to prevent and to take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution, of the Relevant Information;

8.7.3. obtain prior written consent from the originating Partner in order to transfer the Relevant Information to any third party;

8.7.4. permit any other Partner or their representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the data processing activities carried out further to this Agreement (and/or those of its agents, successors or assigns) and comply with all reasonable requests or directions to enable each Partner to verify and/or procure that the other is in full compliance with its obligations under this Agreement; and

8.7.5. if requested, provide a written description of the technical and organisational methods and security measures employed in processing Personal Data.

The Partners shall adhere to the specific requirements as to information security set out in any Data Sharing Agreement entered into in accordance with this Schedule.

8.8. The Partners shall use best endeavours to achieve and adhere to the requirements of the NHS Digital Data Security and Protection Toolkit.

8.9. The Partners' Single Points of Contact set out in paragraph 13 will be the persons who, in the first instance, will have oversight of third-party security measures.

9. Governance: Transmission of Information between the Partners

9.1. This paragraph supplements paragraph 8 of this Schedule.

9.2. Transfer of Personal Data between the Partners shall be done through secure mechanisms including use of the N3 network, encryption, and approved secure (NHS.net or gcsx) e-mail.

9.3. Wherever possible, Personal Data should be transmitted and held in pseudonymised form, with only reference to the NHS number in 'clear' transmissions. Where there are significant consequences for the care of the patient, then additional data items, such as the postcode, date of birth and/or other identifiers should also be transmitted, in accordance with good information governance and clinical safety practice, so as to ensure that the correct patient record / data is identified.

9.4. Any other special measures relating to security of transfer should be specified in a Data Sharing Agreement entered into in accordance with this Schedule.

9.5. Each Partner shall keep an audit log of Relevant Information transmitted and received in the course of this Agreement.

9.6. The Partners' Single Point of Contact notified pursuant to paragraph 13 will be the persons who, in the first instance, will have oversight of the transmission of information between the Partners.

10. Governance: Quality of Information

10.1. The Partners will take steps to ensure the quality of the Relevant Information and to comply with the principles set out in Article 5 UK GDPR.

11. Governance: Retention and Disposal of Shared Information

11.1. A non-originating Partner shall securely destroy or return the Relevant Information once the need to use it has passed or, if later, upon the termination of this Agreement, howsoever determined. Where Relevant Information is held electronically, the Relevant Information will be deleted and formal notice of the deletion sent to the that shared the Relevant Information. Once paper information is no longer required, paper records will be securely destroyed or securely returned to the Partner they came from.

11.2. Each Partner shall provide an explanation of the processes used to securely destroy or return the information, or verify such destruction or return, upon request and shall comply with any request of the Data Controllers to dispose of data in accordance with specified standards or criteria.

11.3. If a Partner is required by any law, regulation, or government or regulatory body to retain any documents or materials that it would otherwise be required to return or destroy in accordance with this Schedule, it shall notify the other Partners in writing of that retention, giving details of the documents or materials that it must retain.

11.4. Retention of any data shall comply with the requirements of Article 5(1)(e) GDPR and with all good practice including the Records Management NHS Code of Practice, as updated or amended from time to time.

11.5. The Partners shall set out any special retention periods in a Data Sharing Agreement where appropriate.

11.6. The Partners shall ensure that Relevant Information held in paper form is held in secure files, and, when it is no-longer needed, destroyed using a cross cut shredder or subcontracted to a confidential waste company that complies with European Standard EN15713.

11.7. Each Partner shall ensure that, when no longer required, electronic storage media used to hold or process Personal Data are destroyed or overwritten to current policy requirements.

11.8. Electronic records will be considered for deletion once the relevant retention period has ended.

11.9. In the event of any bad or unusable sectors of electronic storage media that cannot be overwritten, the Partner shall ensure complete and irretrievable destruction of the media itself in accordance with policy requirements.

12. Governance: Complaints and Access to Personal Data

12.1. The Partners shall assist each other in responding to any requests made under Data Protection Legislation made by persons who wish to access copies of information held about them ("**Subject Access Requests**"), as well as any other exercise of a Data Subject's rights under Data Protection Legislation or complaint to or investigation undertaken by the Information Commissioner.

12.2. Complaints about information sharing shall be reported to the Single Points of Contact and the Joint Committee. Complaints about information sharing shall be routed through each Partners' own complaints procedure unless otherwise provided for in the Joint Working Arrangements or determined by the Joint Committee.

12.3. The Partners shall use all reasonable endeavours to work together to resolve any dispute or complaint arising under this Schedule or any data processing carried out further to it.

12.4. Basic details of the Agreement shall be included in the appropriate log under each Partner's Publication Scheme.

13. Governance: Single Points of Contact

13.1. The Partners each shall appoint a Single Point of Contact to whom all queries relating to the particular information sharing should be directed in the first instance.

14. Monitoring and review

14.1. The Partners shall monitor and review on an ongoing basis the sharing of Relevant Information to ensure compliance with Data Protection Legislation and best practice. Specific monitoring requirements must be set out in the relevant Data Sharing Agreement.

SCHEDULE 6: MANDATED GUIDANCE

Generally applicable Mandated Guidance

- National Guidance on System Quality Groups.
- Managing Conflicts of Interest in the NHS.
- Arrangements for Delegation and Joint Exercise of Statutory Functions.
- Guidance relating to procurement and provider selection.
- IG Guidance relating to serious incidents.
- All other applicable IG and Data Protection Guidance.
- Any applicable Freedom of Information protocols.
- Any applicable guidance on Counter Fraud, including from The NHS Counter Fraud Authority.
- Any applicable guidance relating to the use of data and data sets for reporting.

Workforce

- Guidance on the Employment Commitment.

Finance

- Guidance on NHS System Capital Envelopes.
- Managing Public Money (HM Treasury).

SCHEDULE 7: LOCAL TERMS

Guidance notes are provided in red text and can be deleted prior to completing the agreement.

This Schedule should be used by the Partners to agree local terms to the Agreement. Headings and guidance have been provided for areas that may need local agreement. Additional headings can be added as required to support local arrangements.

Sufficient detail should be provided to describe what ICBs have agreed to do, including any role of the relevant Joint Committee, where required.

General

Where there is a dispute as to the content of this Schedule, the Partners should follow the Disputes Resolution procedure set out at Clause 18.

Following signature of the Agreement, this Schedule can be amended by the Partners using the Variations procedure at Clause 10.

Part 1 – Further Governance Arrangements

The Partners can use this Part for any governance arrangements not covered by the main agreement or the existing Schedules.

It is advised that sub-committees (those forums with decision-making power) and sub-groups (those forums without decision-making power, but are advisory in nature) are set out in this part. It is advised that the role, purpose and membership of the sub-committees or sub-groups are set out in this part.

Part 2 – Workforce Arrangements

Appendix B

STANDARDS OF BUSINESS CONDUCT AND CONFLICTS OF INTEREST POLICY

NHS
Lincolnshire
Integrated Care Board

NHS LINCOLNSHIRE INTEGRATED CARE BOARD

STANDARDS OF BUSINESS CONDUCT AND CONFLICTS OF INTEREST POLICY (INCLUDING HOSPITALITY, GIFTS AND SPONSORSHIP)

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Authors	Jules Ellis-Fenwick, ICB Corporate Board Secretary & Sarah Bates, ICB Deputy Board Secretary
Date	

Document history			
Version	**Date**	**Author**	**Comments**
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Contents

1. Introduction

This policy sets out clear and robust procedures on how NHS Lincolnshire ICB (Integrated Care Board) will manage conflicts of interest. This policy should be read in conjunction with the following documents:

- Managing conflicts of interest in the NHS: Guidance for staff and organisations.
- NHS Clinical Commissioners, Royal College of General Practitioners and British Medical Association – Shared principles on conflicts when ICBs are commissioning from member practices (December 2014)
- The Nolan Principles
- The Good Governance Standards for Public Services (2004), Office for Public Management (OPM) and Chartered Institute of Public Finance and Accountancy (CIPFA)
- The Seven Key Principles of the NHS Constitution
- The Equality Act 2010
- The UK Corporate Governance Code
- NHS (Procurement, Patient Choice and Competition (No2)) Regulations 2013
- ICB HR policies

2. Background

NHS Lincolnshire ICB is responsible for the stewardship of significant public resources when making decisions about the commissioning of health and social care services. In order to ensure, and be able to evidence, that these decisions secure the best possible services for the population it serves, the Board must demonstrate accountability to relevant stakeholders (particularly the public), and probity and transparency in the decision-making process.

A key element of this assurance involves management of conflicts of interest with respect to any decisions made. NHS Lincolnshire ICB manages conflicts of interest as part of its day-to-day activities. Effective handling of such conflicts is crucial for the maintenance of public trust in the commissioning system. Importantly, it also serves to give confidence to patients, providers, Parliament and taxpayers that NHS Lincolnshire ICB commissioning decisions are robust, fair, transparent and offer value for money.

The policy has been developed in accordance with guidance issued by NHSE/I.

As required by the Health and Social Care Act 2021, the ICB has made arrangements to manage any actual and potential conflicts of interest to ensure that decisions made by the ICB will be taken and seen to be taken without being unduly influenced by external or private interest and do not, (and do not risk appearing to) affect the integrity of the ICB's decision-making processes.

All delegation arrangements made by the ICB under the Health and Social Care Act 2021 will include a requirement for transparent identification and management of interests and any potential conflicts in accordance with suitable policies and procedures comparable with those of the ICB.

3. Aims of the Policy

The aim of this policy is to protect both the organisation and the individuals involved from any appearance of impropriety and demonstrate transparency to the public and other interested parties. All Board, Committee and Sub-Committee members, and employees of the ICB, will comply with the ICB policy on conflicts of interest in line with their terms of office and/ or employment. This will include but not be limited to declaring all interests on a register that will be maintained by the ICB.

This policy is intended to:

- Ensure staff are aware of the need to act impartially in all of their work

- Protect all staff against the possibility of accusations of corruptive practice
- Uphold the established principles of business conduct within the NHS and the public sector
- Uphold the reputation of NHS Lincolnshire ICB and its staff in the way it conducts its business
- Ensure staff do not contravene the requirements of the Bribery Act 2010
- Uphold the principles of openness

The intention of this policy is to maintain the highest standards of probity and to provide assurance that any relationships entered lead to clear benefit for the NHS, and that they represent value for money. In order for this to be achieved the process must be conducted in the context of openness and within the Code of Conduct for NHS Managers.

This policy reflects the seven principles of the Nolan Committee (the 7 principles of public life):

- Selflessness
- Integrity
- Objectivity
- Accountability
- Openness
- Honesty and
- Leadership

4. Scope of the Policy

4.1 Staff

At NHS Lincolnshire ICB we use the skills of many different people, all of whom are vital to our work. This includes people of differing employment terms, who for the purposes of this policy we refer to as 'staff' and are listed below:

This policy will apply to:

- All NHS Lincolnshire ICB employees, including full and part-time staff, staff on sessional or short term contracts, students or trainees (including apprentices), agency and seconded staff
- All prospective employees – who are part-way through recruitment
- Contractors and sub-contractors
- All members of the NHS Lincolnshire ICB, including Committee, Sub-Committee, Co-opted members, appointed deputies, advisory group members, Joint Committees, (who may not be directly employed or engaged by the organisation) and any members of Committees/groups from other organisations

Action for staff
DO • Familiarise yourself with this policy and your organisational policies and follow them. • Use your common sense and judgement to consider whether the interests you could have affect the way taxpayers' money is spent. • Regularly consider what interest you have and declare these as they arise. If in doubt, declare.
DON'T • Misuse your position to further your own interests or those close to you. • Be influenced or give the impression that you have been influenced by, outside interests. • Allow outside interests you have to inappropriately affect the decisions you make when using taxpayers' money.

4.2 Implementation

The NHS Lincolnshire ICB will ensure that all employees and decision-makers are aware of the existence of this policy by:

- An introduction to the policy being given during local induction for new starters to the organisation.
- An annual reminder of the existence and importance of the policy delivered via internal communication methods; and
- An annual reminder to update declaration forms sent to all members of the NHS Lincolnshire ICB and any other Committee, Sub-Committee, or decision-making or advisory group.

Individuals to whom this policy applies will be personally responsible for ensuring that they:

- Are familiar with its provisions.
- Do not knowingly place themselves in a position which creates a potential conflict between their individual and personal interests and their ICB duties.
- Comply with the procedures set out in the policy including making declarations of potential or actual conflicts of interest where necessary; and
- Attend any conflict of interest training made available to them.

If applicable, individuals should also refer to their respective professional codes of conduct relating to conflicts of interest.

The NHS Lincolnshire ICB will view instances where this policy is not followed as serious and may take disciplinary action against individuals, which may result in removal from office in accordance with the provisions of the NHS Lincolnshire ICB constitution and/or dismissal. The following ICB policies (as amended) will apply to breaches of this policy where appropriate:

- Whistleblowing Policy
- Disciplinary Policy

Where appropriate the ICB will support its Non-Executive Members in participating in any governance training programmes offered by NHSE/I.

4.3 Training

All ICB employees, Board Members, Committee and Sub-Committee members involved with ICB business will complete the mandatory on-line Conflicts of Interest training at Induction and then on an annual basis.

5. What are Conflicts of Interest?

For the purposes of this policy a conflict of interest is defined as:

'A set of circumstances by which a reasonable person would consider that an individual's ability to apply judgement or act in the context of delivering, commissioning, or assuring taxpayer funded health and care services is, or could be, impaired or influenced by another interest they hold'.

A conflict of interest may be:

Actual	Potential
There is a material conflict between one or more interests.	There is the possibility of a material conflict between one or more interests in the future.

Staff may hold interests for which they cannot see potential conflict. However, caution is always advisable because others may see it differently and perceived conflicts of interest can be damaging. All interests should be declared where there is a risk of perceived improper conduct.

Interests fall into the following categories:

Financial Interests	Non-financial professional Interests	Non-financial personal interests	Indirect interests
Where an individual may get direct financial benefit from the consequences of a decision they are involved in making.	Where an individual may obtain a non-financial professional benefit from the consequences of a decision they are involved in making, such as increasing their professional reputation or status or promoting their professional career	Where an individual may benefit personally in ways which are not directly linked to their professional career and do not give rise to a direct financial benefit, because of decisions they are involved in making in their professional career.	Where an individual has a close association with another individual who has a financial interest, a non-financial professional interest or a non-financial personal interest who would stand to benefit from a decision they are involved in making.

- **Financial Interests**: Could include for example:-
  - A director, including a non-executive director, or senior employee of a private company or public limited company or other organisation which is doing, or which is likely, or possibly seeking to do, business with health or social care organisations. This includes involvement with a potential provider of a new care model.
  - A shareholder (or similar ownership interests), a partner or owner of a private or not for profit company, business, partnership or consultancy which is doing, or which is likely, or possibly seeking to do, business with health or social care organisations.
  - A management consultant for a provider or
  - A provider of clinical private practice.

  This could also include an individual being:
  - In employment outside of the organisation.
  - In receipt of secondary income.
  - In receipt of a grant from a provider.
  - In receipt of any payments for example honoraria, one-off payments, day allowances or travel and subsistence) from a provider.
  - In receipt of research funding, including grants that may be received by the individual or any organisation in which they have an interest or role; and
  - Having a pension that is funded by a provider (where the value of this might be affected by the success or failure of the provider.

- **Non-Financial Professional Interests**: This may, for example, include situations where the individual is:

    - An advocate for a particular group of patients.
    - A GP with special interests e.g., in dermatology, acupuncture etc.
    - An active member of a particular specialist professional body (although routine GP membership of the RCGP, BMA or a medical defence organisation would not usually in itself amount to an interest which needs to be declared).
    - An advisor for the Care Quality Commission (CQC) or the National Institute for Health and Care Excellence (NICE).
    - Engaged in a research role.
    - Development and holding of patents and other intellectual property rights which allow staff to protect something that they create, preventing unauthorised use of products or the copying of protected ideas; or
    - GPs and Practice Managers, who are Members of the Board or Committees of the ICB, should declare details of their roles and responsibilities within their GP Practices.

- **Non-Financial Personal Interests**: This could include for example, where the individual is:
    - A voluntary sector champion for a provider.
    - A volunteer for a provider.
    - A member for a voluntary sector board or has any other position of authority in or connection with a voluntary sector organisation.
    - Suffering from a particular condition requiring individually funded treatment.
    - A member of a lobby or pressure group with an interest in health and care.

- **Indirect Interests**: (as those categories are described above) for example:
    - Spouse/Partner.
    - Close relative e.g., parent, grandparent, child, grandchild, or sibling.
    - Close friend; or
    - Business partner.

    A declaration of interest for a “business partner” in a GP Partnership should include all relevant collective interests of the partnership, and all interests of their fellow GP partners (which could be done by cross referring to the separate declarations made by those GP Partners, rather than by repeating the same information verbatim).

Whether an interest held by another person gives rise to a conflict of interest will depend upon the nature of the relationship between that person and the individual, and the role of the individual within the ICB.

It should be noted that:

- **The above categories and examples are not exhaustive** and the ICB will exercise discretion on a case-by-case basis.
- **The possibility of the perception of wrongdoing**, impaired judgement or undue influence shall also be considered a conflict of interest for the purposes of this Policy and should be declared and managed accordingly; and
- **Where there is doubt as to whether a conflict of interest exists**, it should be assumed that there is a conflict of interest and declared and managed accordingly.

Where an individual has any queries with respect to conflicts of interest they should seek advice from the ICB Corporate Board Secretary.

6. Identification, Declaration and Review of Interests

The NHS Act 2006 as amended by the Health and Social Care Act 2021 states that ICBs must make arrangements to ensure individuals declare any conflict or potential conflict in relation to a decision to be made by the ICB as soon as they become aware of it and in any event within 28 days.

The Chief Executive has overall accountability for the ICB's management of conflicts of interest.

Declarations should be made:

- On appointment of an individual to the ICB, its Board or any committee or sub-committee or other advisory or decision-making group or panel.
- At meetings - all attendees shall be asked to declare any interest they have in any agenda item at the start of the meeting and before it is discussed or as soon as it becomes apparent, even if the same interest has previously been declared in the Register or at another meeting. This is a standard agenda item for ICB meetings. Declarations of interest will be recorded in minutes of the meetings.
- Annually.
- At the beginning of a new project/piece of work.
- On an individual changing role or responsibility within a ICB or its Board; and on any other change of circumstances that affects the individual's interests (e.g., where the individual takes on a new role outside the ICB or sets up a new business or relationship). This could involve a conflict of interest ceasing to exist or a new one materialising.

If staff members are in doubt as to whether an interest is material then they should declare it, so that it can be considered.

Where the new role or outside employment may be perceived to be, or will result in, a conflict of interest, prior approval must be sought from the individual's line manager. The ICB reserves the right to refuse permission where it believes a conflict will arise which cannot be effectively managed. Please read the ICB Secondary Employment Policy for further detail.

Individuals will declare any interest that they have, in relation to the exercise of the commissioning functions of the ICB as soon as they become aware of it and in any event no later than 28 days after becoming aware. Any changes to interests declared must also be registered within 28 days of the relevant event, or knowledge of a relevant event, by completing and submitting a new declaration form.

Where an individual is unable to provide a declaration in writing, for example, if a conflict becomes apparent during the course of a meeting, they must make an oral declaration before witnesses, and provide a written declaration as soon as possible thereafter. A flow chart for declaring interests at six months, in year changes and in a meeting is shown at Appendix 13.

Members and employees of the ICB and/or NHSE/I completing the declaration form must provide sufficient detail of each interest so that a member of the public would be able to clearly understand the sort of financial or other interest the member or employee has and the circumstances in which a conflict of interest with the business or running of the ICB and/or NHSE/I might arise, the potential implications and why the interest needs to be registered.

Where members declare interests, this shall include the interests of all relevant individuals within their organisation who have a relationship with the ICB and/or NHSE/I and who would potentially be in a position to benefit from the ICB's decisions.

The declaration of interest form is attached at Appendix 1 (a) and includes information on the types of interest to be declared.

If any assistance is required in order to complete the declaration form, then the member or employee should contact the ICB Corporate Board Secretary, NHS Lincolnshire ICB.

7. Register of Interests

The ICB shall keep and maintain a Register of Interests (the 'Register') of all those interests declared Conflicts of interests shall be reported to the ICB Corporate Board Secretary/Manager who shall update the Register whenever a new or revised interest is declared. The ICB Corporate Board Secretary must ensure that the Register includes sufficient information about the nature of the interest and the details of those holding the interest.

The ICB keeps a Register of Interests for the following:

- **All ICB employees**, including:

    - All full and part time staff.
    - Any staff on sessional or short-term contracts.
    - Any students and trainees (including apprentices).
    - Agency staff; and
    - Seconded staff.

    In addition, any self-employed consultants or other individuals working for the ICB under a contract for services should make a declaration of interest in accordance with this policy, as if they were ICB employees.

- **Members of the ICB Board, including (but not limited to):**

    - Executive Directors
    - Non-Executive Members
    - Partner Members

- **All members of the ICB's Committees, Joint Committees, Sub-Committees and Advisory Groups**

7.1 Decision Making Staff

Some staff members are more likely than others to have a decision making influence on the use of taxpayers' money, because of the requirements of the role. For the purposes of this policy these people are referred to as 'decision making staff'.

The following non-exhaustive list describes decision making staff members in NHS Lincolnshire ICB to be:

- All ICB Board Members.
- Members of advisory groups which contribute to direct or delegated decision making on the commissioning or provision of taxpayer funded services such as working groups involved in service redesign or stakeholder engagement that will affect future provision of services.
- Members of ICB Committees and Sub-Committees
- Members of procurement (sub) Committees.
- Those at Agenda for Change Band 8d and above
- Management, administrative and clinical staff who have the power to enter into contracts on behalf of the ICB; and
- Administrative and clinical staff involved in decision making concerning the commissioning of services, purchasing of goods, medicines, medical devices or equipment, and formulary decisions.

The Register shall be formally reviewed on an annual basis to ensure that the Register is accurate and up to date, or earlier where relevant and published on the ICB's website at www.lincolnshireICB.nhs.uk by the ICB Corporate Board Secretary at the ICB's headquarters.

All relevant individuals will be contacted annually and asked to confirm whether their interest has changed or not, in which case they will be asked to complete a No Change Form (Appendix One (b).

Any interest will remain on the public register for a minimum of six months after the interest has expired. In addition, the ICB will retain a private record of historic interests for a minimum of six years after the date on which it expired.

The Register of Interests template is attached at Appendix Two.

8. Appointing Board or Committee Members

NHS Lincolnshire ICB shall consider whether conflicts of interest should exclude individuals from being appointed to the Board or to a committee or sub-committee of the ICB.

Such consideration shall be made on a case by case basis depending on the nature and extent of the interest, in particular whether the individual (or a family member) could benefit from any decisions made and whether the interest relates to such a significant area of business such that the individual would be unable to make a full and proper contribution.

Any individual who has a material interest in an organisation which provides or is likely to provide substantial business to a ICB (either as a provider of healthcare or commissioning support services) shall not be a member of the Board.

9. Role of Non-Executive Members

Non-Executive Members play a critical role in ICBs, providing scrutiny, challenge and an independent voice in support of robust decision-making and management of conflicts of interest. They also Chair a number of ICB Committees, including the Audit & Risk Committee and Primary Care Commissioning Committee.

By statute, ICBs must have at least two Independent Non-Executive Members.

National guidance also stipulates that the Primary Care Commissioning Committee must have a Chair and Vice Chair.

10. Conflicts of Interest Guardian

To further strengthen scrutiny and transparency of the ICBs decision-making processes, all ICBs should have a Conflicts of Interest Guardian (akin to a Caldicott Guardian). This role should be undertaken by the Chair of the Audit & Risk Committee and in NHS Lincolnshire ICB this is one of the Non-Executive Members.

In collaboration with the ICB's Governance Lead the Conflicts of Interest Guardian:

a) Act as a conduit for members of the public and members of the partnership who have any concerns with regards to conflicts of interest.
b) Be a safe point of contact for employees or workers to raise any concerns in relation to conflicts of interest.
c) Support the rigorous application of conflict of interest principles and policies.
d) Provide independent advice and judgment to staff and members where there is any doubt about how to apply conflicts of interest policies and principles in an individual situation.
e) Provide advice on minimising the risks of conflicts of interest.

11. Outside/Secondary Employment

What are the issues	The NHS relies on staff with good skills, broad knowledge and diverse experience. Many staff bring expertise from sectors outside the NHS, such as industry, business, education, government and beyond. The involvement of staff in these outside roles alongside their NHS role can therefore be of benefit, but the existence of these should be well known so that conflicts can be either managed or avoided. Outside employment means employment and other engagements, outside of formal employment arrangements. This can include directorships, non-executive roles, self-employment, consultancy work, charitable trustee roles, political roles and roles within not-for-profit organisations, paid advisory positions and paid honorariums which relate to bodies likely to do business with an organisation.
Principles and rules	• Staff should declare any existing outside employment on appointment, and any new outside employment when it arises to their Line Manager. Please read the Secondary Employment Policy for further detail. • Where a risk of conflict of interest is identified, the general management actions outlined in this policy should be considered and applied to mitigate risks. • Where contracts of employment or terms and conditions of engagement permit, staff may be required to seek prior approval from an organisation to engage in outside employment. • Organisations may also have legitimate reasons within employment law for knowing about outside employment of staff, even if this does not give rise to risk of a conflict. Nothing in this policy prevents such enquiries being made.
What should be declared	• Staff name and their role within the ICB Board. • The nature of the outside employment (e.g., who it is with, a description of duties, time commitment). • Relevant dates. • Other relevant information (e.g., action taken to mitigate against a conflict, details of an approvals given to depart from the terms of this policy).

Examples of work which might conflict with the business of the ICB including part-time, temporary and fixed term contract work include:

- Employment with another NHS body.
- Employment with another organisation which might be in a position to supply goods/services to the ICB including paid advisory positions and paid honorariums which relate to bodies likely to do business with the ICB.
- Directorship e.g., of a GP federation or non-executive roles.
- Self-employment, including private practice, charitable trustee roles, political roles and consultancy work, in a capacity which might conflict with the work of the ICB or which might be in a position to supply goods/services to the NHS.

Staff should declare to their Line Manager any existing outside/secondary employment on appointment, and new outside/secondary employment when it arises. Please read the Secondary Employment Policy for further detail.

12. Governance and Decision-Making Processes

The ICB will review, on an annual basis, its governance structures for managing conflicts of interest to ensure that the arrangements reflect current guidance and are appropriate, particularly in relation to any co-commissioning roles which the ICB proposes to undertake. This will include consideration of the following:

- The make-up of its Board and committee structures (including, where relevant, the approach set out below for decision-making in delegated commissioning of primary care).
- Whether there are sufficient management and internal controls to detect breaches of the ICB's Standards of Business Conduct and Conflict of Interests Policy, including appropriate external oversight and adequate provision for whistleblowing.
- How non-compliance with policies and procedures relating to conflicts of interest is being managed (including how this will be addressed when it relates to contracts already entered into). As well as actions to address non-compliance, the ICB will have procedures in place to review any lessons to be learned from such cases by the ICB's Audit & Risk Committee conducting an incident review.
- Reviewing and revising approaches to the ICB's register of interests.
- Whether any training or other programmes are required to assist with compliance, including participation in the training offered by NHSE/I.

13. Procedure for Meetings

The principles and general provisions for managing conflicts of interest and transparency prior to and during meetings and procuring services are set out in section nine of the NHS Lincolnshire ICB Constitution.

The Chair of a meeting of the ICB's Board or any of its Committees, Sub-Committees or groups has ultimate responsibility for deciding whether there is a conflict of interest and for taking the appropriate course of action in order to manage it. Where the Chair is conflicted the Vice Chair is responsible for deciding the appropriate course of action.

14. Minute Taking

It is imperative that the ICB ensures complete transparency in its decision making processes through robust record-keeping. If any conflicts of interest are declared or otherwise arise in a meeting, the Chair must ensure the following information is recorded in the minutes:

- **Who has the interest**?
- **The nature of the interest and why it gives rise to a conflict**, including the magnitude of any interest.
- The **items on the agenda** to **which the interest relates**.
- **How the conflict was agreed to be managed**; and
- **Evidence that the conflict was managed as intended** (for example recording the points during the meeting when particular individuals left or returned to the meeting).

15. Management of Interests – advice in specific contexts

15.1 Strategic Decision-Making Groups

Strategic decision-making groups In common with other NHS bodies the ICB uses a variety of different groups to make key strategic decisions about things such as:

- Entering into (or renewing) large scale contracts.
- Awarding grants.
- Making procurement decisions.

- Selection of medicines, equipment, and devices.

The interests of those who are involved in these groups should be well known so that they can be managed effectively.

For the ICB these groups are:

- ICB Board
- ICB Executive Team
- Audit and Risk Committee
- Quality Committee
- Finance Committee
- Service Delivery and Performance Committee

These groups should adopt the following principles:

- Chairs should consider any known interests of members in advance and begin each meeting by asking for declaration of relevant material interests.
- Members should take personal responsibility for declaring material interests at the beginning of each meeting and as they arise.
- Any new interests identified should be added to the Trust's register(s).
- The vice chair (or other non-conflicted member) should chair all or part of the meeting if the chair has an interest that may prejudice their judgement. If a member has an actual or potential interest the chair should consider the following approaches and ensure that the reason for the chosen action is documented in minutes or records:

    - Requiring the member to not attend the meeting.
    - Excluding the member from receiving meeting papers relating to their interest.
    - Excluding the member from all or part of the relevant discussion and decision.
    - Noting the nature and extent of the interest but judging it appropriate to allow the member to remain and participate.
    - Removing the member from the group or process altogether.

The default response should not always be to exclude members with interests, as this may have a detrimental effect on the quality of the decision being made. Good judgement is required to ensure proportionate management of risk.

15.2 Procurement

Procurement should be managed in an open and transparent manner, compliant with procurement and other relevant law, to ensure there is no discrimination against or in favour of any provider. Procurement processes should be conducted in a manner that does not constitute anti-competitive behaviour - which is against the interest of patients and the public.

Those involved in procurement exercises for and on behalf of the Trust should keep records that show a clear audit trail of how conflicts of interest have been identified and managed as part of procurement processes. At every stage of procurement steps should be taken to identify and manage conflicts of interest to ensure and to protect the integrity of the process.

16. Gifts

This section applies to all individuals listed in sections 4.1 and 7 of this policy.

Overarching Principles

The ICB should not accept gifts that may affect, or be seen to affect, their professional judgement.

Any personal gift of cash or cash equivalents (e.g., vouchers, tokens, offers of remuneration to attend meetings whilst in a capacity working for or representing the ICB) must always be declared, whatever their value and whatever their source, and the offer which has been declined must be declared to the team or individual who has designated responsibility for maintaining the register of gifts and hospitality and recorded on the register.

All the individuals listed in section 4.1 need to consider the risks associated with accepting offers of gifts, hospitality and entertainment when undertaking activities for or on behalf of the ICB or their GP practice.

This is especially important during procurement exercises, as the acceptance of gifts could give rise to real or perceived conflicts of interests, or accusations of unfair influence, collusion or canvassing.

What are the issues?	Staff in the NHS offer support during significant events in people's lives. For this work they may sometimes receive gifts as a legitimate expression of gratitude. We should be proud that our services are so valued. But situations where the acceptance of gifts could give rise to conflicts of interest should be avoided. Staff and organisations should be mindful that even gifts of a small value may give rise to perceptions of impropriety and might influence behaviours if not handled in an appropriate way. A gift means any item of cash or goods, or any service, which is provided for personal benefit, free of charge, or at less than its commercial value.
Principles and rules	Overarching principle applying in all circumstances: • Staff should not accept gifts that may affect, or be seen to affect, their professional judgement. Gifts from suppliers or contractors: • Gifts from suppliers or contractors doing business (or likely to do business) with an organisation should be declined, whatever their value. • Subject to this, low cost branded promotional aids may be accepted where they are under the value of a common industry standard of £6* in total and need not be declared. *the £6 value has been selected with reference to existing industry guidance issues by the ABPI. Gifts from other sources (e.g., patients, families, service users): • Gifts of cash and vouchers to individuals should always be declined. • Staff should not ask for any gifts. • Gifts valued at over £50 should be treated with caution and only be accepted on behalf of an organisation (i.e., to an organisation's charitable funds), not in a personal capacity. These should be declared by staff. • Modest gifts accepted under a value of £50 do not need to be declared.

	• A common sense approach should be applied to the valuing of gifts (using an actual amount, if known, or an estimate that a reasonable person would make as to its value). • Multiple gifts from the same source over a 12-month period should be treated in the same way as single gifts over £50 where the cumulative value exceeds £50.
What should be declared	• Staff name and their role with the ICB Board • A description of the nature and value of the gift, including its source. • Date of receipt. • Any other relevant information (e.g., circumstances surrounding the gift, action taken to mitigate against a conflict, details of any approvals given to depart from the terms of this policy).

The ICB's form for declaring "Gifts and Hospitality" is provided at Appendix Nine.
The Register of Gifts and Hospitality template is attached at Appendix Ten.

17. Hospitality

What are the issues?	Delivery of services across the NHS relies on working with a wide range of partners (including industry and academia) in different places and, sometimes, outside of "traditional" working hours. As a result, staff will sometimes appropriately receive hospitality. Staff receiving hospitality should always be prepared to justify why it has been accepted and be mindful that even hospitality of a small value may give rise to perceptions of impropriety and might influence behaviours. Hospitality means offers of meals, refreshments, travel, accommodation, and other expenses in relation to attendance at meetings, conferences, education and training events, etc.
Principles and rules	Overarching principles applying in all circumstances: • Staff should not ask for or accept hospitality that may affect, or be seen to affect, their professional judgement. • Hospitality must only be accepted when there is a legitimate business reason and it is proportionate to the nature and purpose of the event. • Particular caution should be exercised when hospitality is offered by actual or potential suppliers or contractors, these can be accepted if modest and reasonable, but individuals should always obtain senior approval and declare these. **Meals and Refreshments** • Under a value of £25 may be accepted and need not be declared. • Of a value between £25 and £75* may be accepted and must be declared. • Over a value of £75* should be refused unless (in exceptional circumstances) senior approval is given. A clear reason should be recorded on an organisation's register(s) of interest as to why it was permissible to accept. • A commonsense approach should be applied to the valuing of meals and refreshments (using an actual amount, if known, or an estimate that a reasonable person would make as to its value). *The £75 value has been selected with reference to existing industry guidance issues by the ABPI.

Principles and rules	Travel and accommodation:- • Modest offers to pay some or all of the travel and accommodation costs related to attendance at events may be accepted and must be declared. • Offers which go beyond modest, or are of a type that the ICB itself might not usually offer, need approval by senior staff (e.g., the ICB governance lead or equivalent), should only be accepted in exceptional circumstances, and must be declared. A clear reason should be recorded on an organisation's register(s) of interest as to why it was permissible to accept travel and accommodation of this type. • A non-exhaustive list of examples includes: - Offers of business class or first-class travel and accommodation - (including domestic travel); and - Offers of foreign travel and accommodation.
What should be declared	• Staff name and their role with the ICB Board. • A description of the nature and value of the hospitality including the circumstances. • Date of receipt. • Any other relevant information (e.g., action taken to mitigate against a conflict, details of any approvals given to depart from the terms of this policy).

18. Sponsored Events

What are the issues	Sponsorship of NHS events by external parties is valued. Offers to meet some or part of the costs of running an event secures their ability to take place, benefiting NHS staff and patients. Without this funding there may be fewer opportunities for learning, development and partnership working. However, there is potential for conflicts of interest between the organiser and the sponsor, particularly regarding the ability to market commercial products or services. As a result, there should be proper safeguards in place to prevent conflicts occurring.
Principles and rules	• Sponsorship of events by appropriate external bodies should only be approved if a reasonable person would conclude that the event will result in clear benefit for the ICB and the NHS. • During dealings with sponsors there must be no breach of patient or individual confidentiality or data protection rules and legislation. • No information should be supplied to the sponsor from which they could gain a commercial advantage, and information which is not in the public domain should not normally be supplied. • At the ICB's discretion, sponsors or their representatives may attend or take part in the event but they should not have a dominant influence over the content or the main purpose of the event. • The involvement of a sponsor in an event should always be clearly identified in the interest of transparency. • ICBs should make it clear that sponsorship does not equate to endorsement of a company or its products and this should be made visibly clear on any promotional or other materials relating to the event. • Staff should declare involvement with arranging sponsored events to the organisation.

	• All declarations made under this section must be made promptly and within no more than 10 working days of the date of the offer. A declaration form is at Appendix Eleven.
What should be declared	• Organisations should maintain records regarding sponsored events in line with the above principles and rules.

19. Other Forms of Sponsorship

19.1 Sponsored Research

What are the issues?	Research is vital in helping the NHS to transform services and improve outcomes. Without sponsorship of research some beneficial projects might not happen. More broadly, partnerships between the NHS and external bodies on research are important for driving innovation and sharing best practice. However, there is potential for conflicts of interest to occur, particularly when research funding by external bodies does or could lead to a real or perceived commercial advantage. There needs to be transparency and any conflicts of interest should be well managed.
Principles and rules	• Funding sources for research purposes must be transparent. • Any proposed research must go through the relevant health research authority or other approvals process. • There must be a written protocol and written contract between staff, the organisation, and/or institutes at which the study will take place and the sponsoring organisation, which specifies the nature of the services to be provided and the payment for those services. • The study must not constitute an inducement to prescribe, supply, administer, recommend, buy or sell any medicine, medical device, equipment or service. • Staff should declare involvement with sponsored research to their organisation. • The organisation will retain written records of sponsorship of research, in line with the above principles and rules.
What should be declared	Staff should declare: • their name and their role with the ICB Board. • a description of the nature of the nature of their involvement in the sponsored research. • relevant dates. • any other relevant information (e.g., what, if any, benefit the sponsor derives from the sponsorship, action taken to mitigate against a conflict, details of any approvals given to depart from the terms of this policy).

19.2 Sponsored Posts

What are the issues	Sponsored posts are positions with an organisation that are funded, in whole or in part, by organisations external to the NHS. Sponsored posts can offer benefits to the delivery of care, providing expertise, extra capacity and capability that might not otherwise exist if funding was required to be used from the NHS budget. However, safeguards are required to ensure that the deployment of sponsored posts does not cause a conflict of interest between the aims of the sponsor and the aims of the organisation, particularly in relation to procurement and competition.
Principles and rules	• Staff who are establishing the external sponsorship of a post should seek formal prior approval from their organisation. • Rolling sponsorship of posts should be avoided unless appropriate checkpoints are put in place to review and confirm the appropriateness of arrangements continuing. • Sponsorship of a post should only happen where there is written confirmation that the arrangements will have no effect on purchasing decisions or prescribing and dispensing habits. For the duration of the sponsorship, auditing arrangements should be established to ensure this is the case. Written agreements should detail the circumstances under which organisations have the ability to exit sponsorship arrangements if conflicts of interest which cannot be managed arise. • Sponsored post holders must not promote or favour the sponsor's specific products, and information about alternative products and suppliers should be provided. • Sponsors should not have any undue influence over the duties of the post or have any preferential access to services, materials or intellectual property relating to or developed in connection with the sponsored posts.
What should be declared	• The organisation will retain written records of sponsorship of posts, in line with the above principles and rules. • Staff should declare any other interests arising as a result of their association with the sponsor, in line with the content in the rest of this policy.

20. Shareholdings and other Ownership Issues

What are the issues	Holding shares or other ownership interests can be a common way for staff to invest their personal time money to seek a return on investment. However, conflicts of interest can arise when staff personally benefit from this investment because of their role within an organisation. For instance, if they are involved in their organisation's procurement of products or services which are offered by a company they have shares in then this could give risk to a conflict of interest. In these cases, the existence of such interest should be well known so that they can be effectively managed.

Principles and rules	• Staff should declare, as a minimum, any shareholdings and other ownership interests in a publicly listed, private or not-for-profit company, business, partnership or consultancy which is doing, or might be reasonably expected to do, business with the organisation. • There is no need to declare shares or securities held in collective investment or pension funds or units of authorised unit trusts. • Where shareholdings or other ownership interests are declared and give rise to the risk of conflicts of interest then the general management actions outlined in this policy should be considered and applied to mitigate risks.
What should be declared	• Staff name and their role within the ICB Board. • Nature of the shareholdings/other ownership interest. • Relevant dates. • Other relevant information (e.g., action taken to mitigate against a conflict, detail of any approvals given to depart from the terms of this policy).

21. Patents

What are the issues?	The development and holding of patents and other intellectual property rights allows staff to protect something that they create, preventing unauthorised use of products or the copying of protected ideas. Staff are encouraged to be innovative in their practice and therefore this activity is welcomed. However, conflicts of interest can arise when staff who hold patents and other intellectual property rights are involved in decision making and procurement. In addition, where produce development involves use of time, equipment or resources from their organisation, then this too could create risks of conflicts of interest, and it is important that the organisation is aware of this and it can be managed appropriately.
Principles and rules	• Staff should declare patents and other intellectual property rights they hold (either individually, or by virtue of their association with a commercial or other organisation), including where applications to protect have started or are on-going, which are, or might be reasonably expected to be, related to items to be procured or used by their organisation. • Staff should seek prior permission from their organisation before entering into any agreement with bodies regarding product development, research, work on pathways, etc, where this impacts on the organisation's own time, or uses its equipment, resources of intellectual property. • Where holding of patents and other intellectual property rights give rise to a conflict of interest then the general management actions outlined in this policy should be considered and applied to mitigate risks.
What should be declared	• Staff name and their role within the ICB Board. • A description of the patent or other intellectual property right and its ownership. • Relevant dates.

	• Other relevant information (e.g., action taken to mitigate against a conflict, detail of any approvals given to depart from the terms of this policy).

22. Loyalty Interests

What are the issues?	As part of their jobs staff members need to build strong relationships with colleagues across the NHS and in other sectors. These relationships can be hard to define as they may often fall in the category of indirect interests. They are unlikely to be directed by a formal process or managed via any contractual means – it can be as simple as having informal access to people in senior positions. However, loyalty interest can influence decision making. Conflicts of interest can arise when decision making is influenced subjectively through association with colleagues or organisations out of loyalty to the relationship, they have rather than through an objective process. The scope of loyalty interests is potentially huge, so judgement is required for making declarations.
Principles and rules	Loyalty interests should be declared by staff involved in decision making where they: • Hold a position of authority in another NHS organisation, or commercial, charity, voluntary, professional, statutory or other body which could be seen to influence decisions they take in their NHS role. • Sit on advisory groups or other paid or unpaid decision making forums that can influence how their organisation spends taxpayers' money. • Are, or could be, involved in the recruitment or management of close family members and relatives, close friends and associates, and business partners. • Are aware that their organisation does business with an organisation with whom close family members and relatives, close friends and associates, and business partners have decision making responsibilities. Where holding loyalty interest gives rise to a conflict of interest then the general management actions outlined in this policy should be considered and applied to mitigate risks.
What should be declared	• Staff name and their role within the ICB Board. • Nature of the loyalty interest • Relevant dates. • Other relevant information (e.g., action taken to mitigate against a conflict, detail of any approvals given to depart from the terms of this policy.

23. Donations

What are the issues?	A donation is a charitable financial payment, which can be in the form of direct cash payment or through the application of a will or similar directive. Charitable giving and other donations are often used to support the provision of health and care services. As a major public sector employer, the NHS holds formal and informal partnerships with national and local charities. A supportive environment across the NHS and charitable sector should be promoted. However. Conflicts of interest can arise.
Principles and rules	• Acceptance of donations made by suppliers or bodies seeking to do business with an organisation should be treated with caution and not routinely accepted. In exceptional circumstances a donation from a supplier may be accepted but should always be declared. A clear reason should be recorded as to why it was deemed acceptable, alongside the actual or estimated value. • Staff should not actively solicit charitable donations unless this is a prescribed or expected part of their duties for an organisation or is being pursued on behalf of that organisation's registered charity (if it has one) or other charitable body and is not for their own personal gain. • Staff must obtain permission from their organisation if in their professional role they intend to undertake fundraising activities on behalf of a pre-approved charitable campaign. • Donations, when received, should be made to a specific charitable fund (never to an individual) and a receipt should be issued. • Staff wishing to make a donation to a charitable fund in lieu of a professional fee they receive may do so, subject to ensuring that they take personal responsibility for ensuring that any tax liabilities related to such donations are properly discharged and accounted for.
What should be declared	• Organisations should maintain records in line with their wider obligations under charity law, in line with the above principles and rules.

24. Clinical Private Practice

What are the issues	Service delivery in the NHS is done by a mix of public, private and not-for-profit organisations. The expertise of clinicians in the NHS is in high demand across all sectors and the NHS relies on the flexibility that the public, private and not-for-profit sectors can provide. It is therefore not uncommon for clinical staff to provide NHS funded care and undertake private practice work either for an external company, or through a corporate vehicle established by themselves. Existing provisions in contractual arrangements make allowances for this to happen and professional conduct rules apply. However, these arrangements do create the possibility for conflicts of interest arising. Therefore, these provisions are designed to ensure the existence of private practice is known so that potential conflicts of interest can be managed. These provisions around declarations of activities are

	equivalent to what is asked of all staff in section 12 on Outside Employment.
Principles and rules	Clinical staff should declare all private practice on appointment, and/or any new private practice when it arises* including: • where they practice (name of private facility) • what they practice (specialty, major procedures). • when they practice (identified sessions/time commitment) *Hospital Consultants are already required to provide their employer with this information by virtue of Para.3 Sch. 9 of the Terms and Conditions – Consultants (England) 2003: https://www.bma.org.uk/-/media/files/pdfs/practical advice atwork/contracts/consultanttermsandconditions.pdf Clinical staff should (unless existing contractual provisions require otherwise or unless emergency treatment for private patients is needed): • Seek prior approval of their organisation before taking up private practice. • Ensure that, where there would otherwise be a conflict or potential conflict of interest, NHS commitments take precedence over private work. • Not accept direct or indirect financial incentives from private providers other than those allowed by Competition and Markets Authority guidelines: https://assets.publishing.service.gov.uk/media/542c1543e5274a1314000c56/Non- Divestment Order amended.pdf Hospital Consultants should not initiate discussions about providing their Private Professional Services for NHS patients, nor should they ask other staff to initiate such discussions on his or her behalf** **These provisions already apply to Hospital Consultants by virtue of Paras.5 and 20, Sch.9 of the Terms and Conditions – Consultants (England) 2003: https://www.bma.org.uk/-/media/files/pdfs/practical advice at work/contracts/consultanttermsandconditions.pdf Where clinal private practice gives rise to a conflict of interest then the general management actions outlined in this policy should be considered and applied to mitigate risks.
What should be declared	• Staff name and their role with the ICB Board. • A description of the nature of the private practice (e.g., what, where and when you practice, sessional activity, etc). • Relevant dates. • Any other relevant information (e.g., action taken to mitigate against a conflict, details of any approvals given to depart from the terms of this policy).

25. Personal Conduct

Lending or Borrowing

The lending or borrowing of money between staff should be avoided, whether informally or as a business, particularly where the amounts are significant.

It is a particularly serious breach of discipline for any member of staff to use their position to place pressure on someone in a lower pay band, a business contact, or a member of the public to loan them money.

Gambling

No member of staff may bet or gamble when on duty or on NHS and ICB premises, with the exception of small lottery syndicates or sweepstakes related to national events such as the World Cup or Grand National among immediate colleagues.

Trading on Official Premises

Trading on official premises is prohibited, whether for personal gain or on behalf of others. Canvassing within the office by, or on behalf of, outside bodies or firms (including non NHS ICB interests of staff or their relatives) is also prohibited. Trading does not include small tea or refreshment arrangements solely for staff.

Collection of Money

Charitable collections must be authorised by the ICB Corporate Board Secretary. Other flag day appeals are not permitted. Collection tins and boxes must not be placed in offices.

With line management agreement collections may be made among immediate colleagues and friends to support small funding raising initiatives (e.g. Jeans for Genes Day and Children in Need) and raffle tickets and sponsored events. Permission is not required for informal collections amongst immediate colleagues on an occasion like retirement, marriage, new job or birthdays.

Bankrupt or Insolvent Staff

Any member of staff who becomes bankrupt or insolvent must inform their line manager and Human Resources as soon as possible. Staff members who are bankrupt or insolvent cannot be employed in posts that involve duties which might permit the misappropriation of public funds or involve the handling of money.

Arrest or Conviction

A member of staff who is arrested and refused bail or convicted of any criminal offence must inform their line manager and Human Resources.

Political Activities

Any political activity should not identify an individual as an employee of the ICB. Conferences or functions run by a party political organisation should not be attended in an official capacity, except with prior written permission from the Chief Executive.

On matters affecting the work of the ICB, staff members should not make political speeches without first discussing it with the Chief Executive of the ICB.

Social Media

If staff use social networking sites (such as Twitter and Facebook), they should ensure that they have read and fully understood the Computer Systems Use Policy and Social Media Protocol.

26. Standing Financial Instructions and Scheme of Reservation and Delegation

All ICB staff must carry out their duties in accordance with the ICB's Standing Financial Instructions and Scheme of Reservation and Delegation. These documents set out the statutory and governance framework in which the ICB operates and there is considerable overlap between the contents of this policy and the provisions of the ICB's Standing Financial Instructions and Scheme of Reservation and Delegation. ICB staff must at all times refer to and act in accordance with these documents and the ICB Constitution to ensure the correct processes are followed. In the event of any doubt, ICB staff should seek advice from their line manager or the ICB Corporate Board Secretary. In the event of any conflict arising between the details of this policy and the Standing Financial Instructions and Scheme of Reservation and Delegation, the provisions of these documents and the ICB Constitution will prevail.

27. Prevention of Corruption and the Bribery Act 2010

The Bribery Act 2010 replaces the fragmented and complex offences at common law, and in the Prevention of Corruption Acts 1889-1916. This broadly defines the two sections below:

- Two general offences of bribery – 1) Offering or giving a bribe to induce someone to behave, or to reward someone for behaving, improperly and 2) requesting or accepting a bribe either in exchange for acting improperly, or where the request or acceptance is itself improper;

- The new corporate offence of negligently failing by a company or limited liability partnership to prevent bribery being given or offered by an employee or agent on behalf of that organisation.

Any suggestion or suspicion of corruption or fraudulent practice should be reported to the Local Counter Fraud Specialist – as detailed in the Countering Fraud and Corruption Policy.

28.1 Raising Concerns and Reporting Breaches

There will be situations when interests will not be identified, declared or managed appropriately and effectively. This may happen innocently, accidentally, or because of the deliberate actions of staff or other organisations. For the purposes of this policy these situations are referred to as 'breaches'.

Staff who are aware about actual breaches of this policy, or who are concerned that there has been, or may be, a breach can report these concerns to any of the following:

- Conflict of Interest Guardian
- ICB Board Secretary

To ensure that interests are effectively managed staff are encouraged to speak up about actual or suspected breaches. Ever individual has a responsibility to do this. For further information about how concerns should be raised please refer to the Trust Whistleblowing Policy which is available on the ICB website.

The ICB Corporate Board Secretary, or any other senior officer identified by the Conflict of Interest Guardian shall assess the breach and formally arrange for it to be investigated

The findings will be reported to the Conflicts of Interest Guardian who will then submit the findings to the Audit & Risk Committee. The Audit & Risk Committee has responsibility for determining the most appropriate course of action.

The ICB will investigate each reported breach according to its own specific facts and merits and give relevant parties the opportunity to explain and clarify any relevant circumstances.

Following investigation the ICB will:

- Decide if there has been or is potential for a breach and if so, what the severity of the breach is.
- Assess whether further action is required in response – this is likely to involve any staff member involved and their line manager, as a minimum.
- Consider who else inside and outside the Trust should be made aware
- Take appropriate action as set out in the next section

28.2 Taking action in response to breaches

Action taken in response to breaches of this policy will be in accordance with the disciplinary procedures of the ICB and could involve ICB leads for staff support (e.g. Human Resources), fraud (e.g. Local Counter Fraud Specialists), members of the management or executive teams and ICB auditors.

Breaches could require action in one or more of the following ways:

- Clarification or strengthening of existing policy, process and procedures.
- Consideration as to whether HR/employment law/contractual action should be taken against staff or others.
- Consideration being given to escalation to external parties. This might include referral of matters to external auditors, NHS Protect, the Police, statutory health bodies (such as NHS England, NHS Improvement or the CQC), and/or health professional regulatory bodies.

Inappropriate or ineffective management of interests can have serious implications for the Trust and its staff. There will be occasions where it is necessary to consider the imposition of sanctions for breaches.

Sanctions should not be considered until the circumstances surrounding breaches have been properly investigated. However, if such investigations establish wrong-doing or fault then the ICB can and will consider the range of possible sanctions that are available, in a manner which is proportionate to the breach.

This includes:

- Employment law action against staff, which might include o Informal action (such as reprimand or signposting to training and/or guidance). o Formal disciplinary action (such as formal warning, the requirement for additional training, re-arrangement of duties, re-deployment, demotion, or dismissal).
- Reporting incidents to the external parties described above for them to consider what further investigations or sanctions might be.

- Contractual action, such as exercise of remedies or sanctions against the body or staff which caused
- Legal action, such as investigation and prosecution under fraud, bribery and corruption legislation.

28.3 Learning and transparency concerning breaches

Reports on breaches, the impact of these, and action taken will be considered by the Audit and Risk Committee every six months.

To ensure that lessons are learnt and management of interests can continually improve, anonymised information on breaches, the impact of these, and action taken will be prepared and published as appropriate, or made available for inspection by the public upon request.

29. Equality and Diversity Statement

NHS Lincolnshire ICB is committed to ensuring that it treats its employees fairly, equitably and reasonably and that it does not discriminate against individuals or groups on the basis of their ethnic origin, physical or mental abilities, gender, age, religious beliefs, sexual orientation, gender reassignment, marriage or civil partnership, pregnancy or maternity of race.

Any concerns or issues with the contents of this policy, or difficulties understanding how the policy relates to individuals in their roles should be directed to the ICB Corporate Board Secretary.

30. Monitoring Compliance and Effectiveness of the Policy

This policy will be reviewed on a yearly basis by the ICB Corporate Board Secretary and Board. All groups and individuals to whom this policy applies will be reminded of its contents and Register of Interests on an annual basis. The ICB Corporate Board Secretary will take any action necessary as highlighted by the review.

Conflicts of Interest Management will also be the subject of an independent review by the ICB's Internal Audit Team.

Appendix One (a)

NHS
Lincolnshire
Integrated Care Board

Declaration of interest for ICB members and employees

Name				
Position within, or relationship with the ICB (or NHSE/I in the event of joint committees)				
Detail of interests held (complete all that are applicable)				
Type of interest* *see reverse of form for details	**Description of interest (including, for indirect interests, details of the relationship with the person who has the interest**	**Date Interest relates From & To**		**Actions to be taken to mitigate risk (to be agreed with line manager or a Senior ICB Manager)**

The information submitted will be held by the ICB for personnel or other reasons specified on this form and to comply with the organisations' policies. This information may be held in both manual and electronic form in accordance with the Data Protection Act 1998. Information may be disclosed to third parties in accordance with the Freedom of Information Act 2000 and, in the case of 'decision making staff' (as defined in the statutory guidance on managing conflicts of interest for ICBs) may be published in registers that the ICB holds.

I confirm that the information provided above is complete and correct. I acknowledge that any changes in these declarations must be notified to the ICB as soon as practicable, and no later than 28 days after the interest arises. I am aware that if I do not make full, accurate and timely declarations then civil, criminal or internal disciplinary action may result.

Decision making staff should be aware that the information provided in this form will be added to the ICB's registers which are held in hardcopy for inspection by the public and published on the ICB's website. Decision making staff must make any third party whose personal data they are providing in this form aware that the personal data will held in hardcopy for inspection by the public and published on the ICB's website and must inform the third party that the ICB's privacy policy is available on the ICB's website. If you are not sure whether you are a 'decision making' member of staff, please speak to your line manager before completing this form.

This paragraph applies to decision making staff only. I do/do not (delete as applicable) give my consent for this information to be published on registers that the ICB holds. If consent is NOT given please give reasons:

Signed: **Date:**
Signed: **Position:** **Date:**
(Line Manager or Senior ICB Manager)

Please return to: ICB Deputy Board Secretary, NHS Lincolnshire ICB, Unit 16, Bridge House, Lions Way, The Point, Sleaford, NG34 8GG or via email to s.bates@nhs.net.

Types of conflicts of interest

Type of Interest	Description
Financial Interest	This is where an individual may get direct financial benefits from the consequences of a commissioning decision. This could, for example, include being: • A director, including a non-executive director, or senior employee in a private company or public limited company or other organisation which is doing, or which is likely, or possibly seeking to do, business with health or social care organisations. This includes involvement with a potential provider of a new care model. • A shareholder (or similar ownership interests), a partner or owner of a private or not-for-profit company, business, partnership or consultancy which is doing, or which is likely, or possibly seeking to do, business with health or social care organisations. • A management consultant for a provider; or • A provider of clinical private practice. This could also include an individual being: • In employment outside of the ICB • In receipt of secondary income. • In receipt of a grant from a provider. • In receipt of any payments (for example honoraria, one-off payments, day allowances or travel or subsistence) from a provider. • In receipt of research funding, including grants that may be received by the individual or any organisation in which they have an interest or role; and • Having a pension that is funded by a provider (where the value of this might be affected by the success or failure of the provider).
Non-Financial Professional Interests	This is where an individual may obtain a non-financial professional benefit from the consequences of a commissioning decision, such as increasing their professional reputation or status or promoting their professional career. This may, for example, include situations where the individual is: • An advocate for a particular group of patients. • A GP with special interests e.g., in dermatology, acupuncture etc.: • An active member of a particular specialist professional body (although routine GP membership of the Royal College of General Practitioners (RCGP), British Medical Association (BMA) or a medical defence organisation would not usually by itself amount to an interest which needed to be declared). • An advisor for the Care Quality Commission (CQC) or the National Institute for Health and Care Excellence (NICE). • Engaged in a research role. • The development and holding of patents and other intellectual property rights which allow staff to protect something that they create, preventing unauthorised use of products or the copying of protected ideas; or • GPs and practice managers, who are members of the Board or committees of the ICB, should declare details of their roles and responsibilities held within their GP practices.
Non-Financial Personal Interests	This is where an individual may benefit personally in ways which are not directly linked to their professional career and do not give rise to a direct financial benefit. This could include, for example, where the individual is: • A voluntary sector champion for a provider. • A volunteer for a provider. • A member of a voluntary sector board or has any other position of authority in or connection with a voluntary sector organisation. • Suffering from a particular condition requiring individually funded treatment. • A member of a lobby or pressure group with an interest in health and care.
Indirect Interests	This is where an individual has a close association with an individual who has a financial interest, a non-financial professional interest or a non-financial personal interest in a commissioning decision (as those categories are described above). This should include: • Spouse/Partner • Close relative e.g., parent, grandparent, child, grandchild or sibling. • Close friend • Business partner

Appendix One (b)

NHS
Lincolnshire
Integrated Care Board

Declaration of interest for ICB members and employees

'No Change' Form

The Register of Interests and Declaration of Interest Form are attached to the email accompanying this form.

A description of the type of interests can be found on the next page of this form.

Please tick below:

☐ I have reviewed my published entry in the Register of Interests and confirm there are no changes.

If you are unable to tick the statement above, you will need to make a new Declaration of Interest using the form provided in the email.

I confirm that the information provided above is complete and correct. I acknowledge that any changes in these declarations must be notified to the ICB as soon as practicable, and no later than 28 days after the interest arises. I am aware that if I do not make full, accurate and timely declarations then civil, criminal or internal disciplinary action may result.

Examples of when a new form must be filled out include but are not limited to:

- Undertaking any new role or responsibility within the ICB or within a member practice (change of job title necessitates a new form)
- Joining/leaving a Federation or
- Becoming involved in a procurement process

First Name/Surname		**Job Title**	
Signature		**Date**	
First Name/Surname: (Line Manager or Senior ICB Manager)		**Job Title**	
Signature		**Date**	

Please return to: ICB Deputy Board Secretary, Lincolnshire ICB, Bridge House, Unit 16, The Point, Sleaford, Lincs NG34 8GG or via email at s.bates@nhs.net.

Appendix 2

Template for recording any interests during meetings

Report from <insert details of sub-committee/ work group>	
Title of paper	<insert full title of the paper>
Meeting details	<insert date, time and location of the meeting>
Report author and job title	<insert full name and job title/ position of the person who has written this report>
Executive summary	<include summary of discussions held, options developed, commissioning rationale, etc.>
Recommendations	<include details of any recommendations made including full rationale> <include details of finance and resource implications>
Outcome of Impact Assessments completed (e.g. Quality IA or Equality IA)	<Provide details of the QIA/EIA. If this section is not relevant to the paper state 'not applicable'>
Outline engagement – clinical, stakeholder and public/patient:	<Insert details of any patient, public or stakeholder engagement activity. If this section is not relevant to the paper state 'not applicable'>
Management of Conflicts of Interest	<Include details of any conflicts of interest declared> <Where declarations are made, include details of conflicted individual(s) name, position; the conflict(s) details, and how these have been managed in the meeting> <Confirm whether the interest is recorded on the register of interests- if not agreed course of action>
Assurance departments/ organisations who will be affected have been consulted:	<Insert details of the people you have worked with or consulted during the process :
Report previously presented at:	<Insert details (including the date) of any other meeting where this paper has been presented; or state 'not applicable'>
Risk Assessments	<insert details of how this paper mitigates risks- including conflicts of interest>

Appendix 3

NHS
Lincolnshire
Integrated Care Board

Declaration of gifts and hospitality

Recipient Name	Position	Date of Offer	Date of Receipt (if applicable)	Details of Gift/Hospitality	Estimated Value	Supplier/Offeror Name & Nature of Business	Details of Previous Offers or Acceptance by this Offeror/Supplier	Details of the officer reviewing and approving the declaration made and date	Declined or Accepted?	Reason for Accepting / Declining	Other Comments

The information submitted will be held by the ICB for personnel or other reasons specified on this form and to comply with the organisation's policies. This information may be held in both manual and electronic form in accordance with the Data Protection Act 1998. Information may be disclosed to third parties in accordance with the Freedom of Information Act 2000 and published in registers that the ICB holds.

I confirm that the information provided above is complete and correct. I acknowledge that any changes in these declarations must be notified to the ICB as soon as practicable, and no later than 28 days after the interest arises. I am aware that if I do not make full, accurate and timely declarations then civil, criminal, professional regulatory or internal disciplinary action may result.

This paragraph applies to decision making staff only. I do/do not (delete as applicable) give my consent for this information to be published on registers that the ICB holds. If consent is NOT given please give reasons:

Signed: **Date:**

Signed: **Position** **Date:**

(Line Manager or Senior ICB Manager)

Please return to: ICB Deputy Board Secretary, NHS Lincolnshire ICB, Unit 16, Bridge House, Lions Way, The Point, Sleaford, NG34 8GG or via email to s.bates@nhs.net.

Appendix 4

NHS
Lincolnshire
Integrated Care Board

Declarations of Commercial Sponsorship

Recipient Name	Position	Date of Offer	Date of Receipt (if applicable)	Details of sponsorship	Estimated Value	Supplier/Offeror Name and Nature of Business	Details of Previous Officers or Acceptance by this Offeror/Supplier	Details of the officer reviewing and approving the declaration made and date	Declined or Accepted	Reason for Accepting or Declining	Other Comments

The information submitted will be held by the ICB for personnel or other reasons specified on this form and to comply with the organisation's policies. This information may be held in both manual and electronic form in accordance with the Data Protection Act 1998. Information may be disclosed to third parties in accordance with the Freedom of Information Act 2000 and published in registers that the ICB holds.

I confirm that the information provided above is complete and correct. I acknowledge that any changes in these declarations must be notified to the ICB as soon as practicable and no later than 5 working days after the interest arises. I am aware that if I do not make full, accurate and timely declarations then civil, criminal professional regulatory or internal disciplinary action may result.

I **do/do not (delete as applicable)** give my consent for this information to published on registers that the ICB holds. If consent is NOT given please give reasons:

Signed: **Date:**

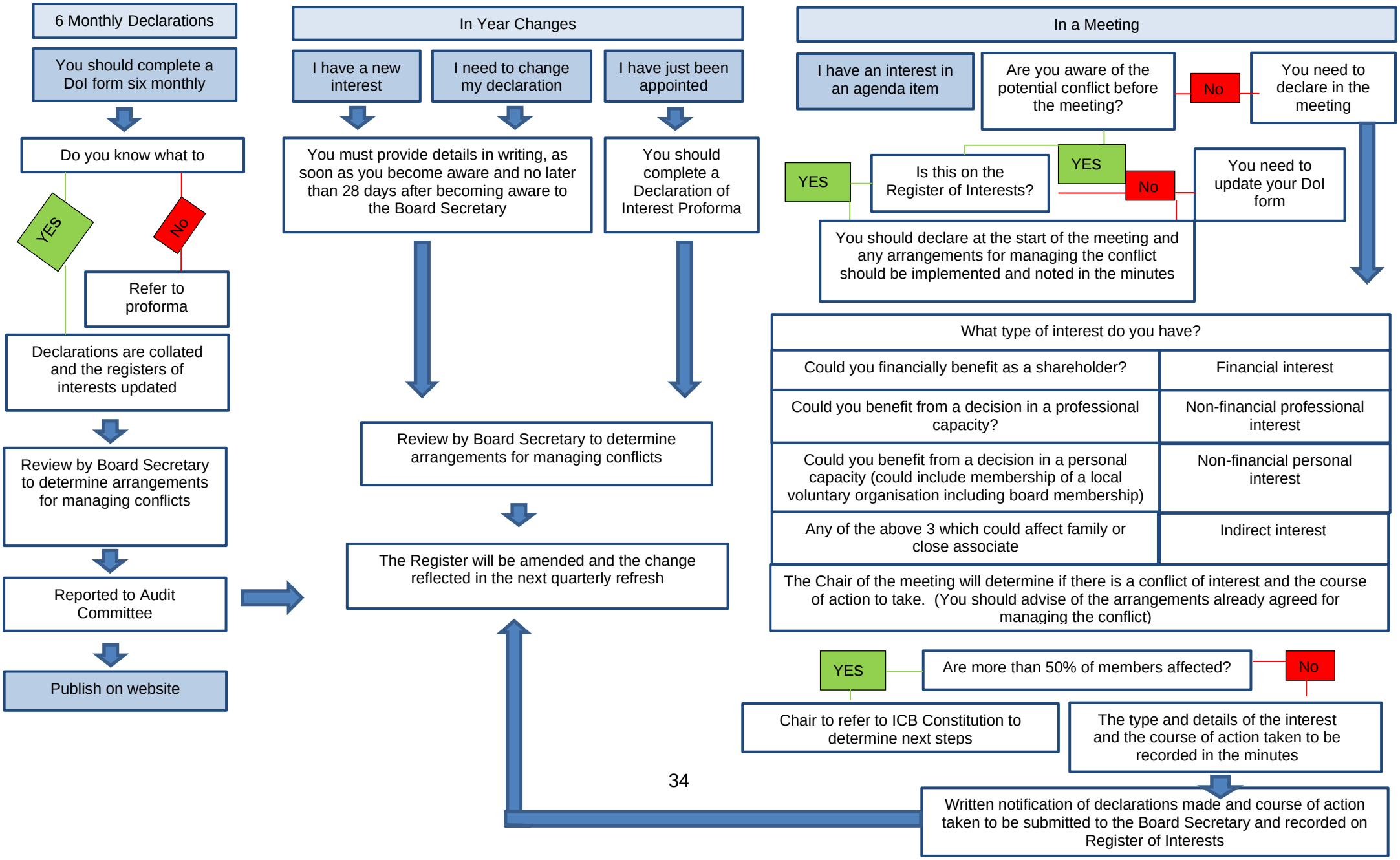
Signed: **Position:** **Date:**

(Line Manager or a Senior ICB Manager)

Please return to: ICB Deputy Board Secretary, NHS Lincolnshire ICB, Unit 16, Bridge House, Lions Way, The Point, Sleaford, NG34 8GG or via email to s.bates@nhs.net

Appendix 5

Declarations of Interest Flowchart



Appendix C

COMMITTEE HANDBOOK

NHS
Lincolnshire
Integrated Care Board

ICB COMMITTEE HANDBOOK

Document Control Sheet

Document Title	ICB Committee Handbook
Version	1.0
Status	Final
Authors	Jules Ellis-Fenwick, ICB Board Secretary, Lincolnshire ICB
Date	June 2022

Document history			
Version	**Date**	**Author**	**Comments**
1.	June 2022	Jules Ellis-Fenwick, ICB Board Secretary, Lincolnshire ICB	

CONTENTS

1. AIM/PURPOSE

This document aims to provide guidance to assist with the formulation of Terms of Reference; agendas and minutes; and the general management of the Committee process to ensure a consistent approach and to ensure that they add value to the overall governance of NHS Lincolnshire ICB.

Whilst this guidance is aimed at formal governance Committees it is equally applicable to other Committee meetings including advisory groups, forums etc. Wherever possible such Committees/groups are expected to adhere to these guidelines.

2. INTENDED USERS

Within this policy where it states "all employees", it relates to:

- members of the ICB's Board, Committees and Sub-Committees;
- employees of the ICB;
- third parties acting on behalf of the ICB.

3. DEFINITIONS AND EXPLANATION OF TERMS USED

3.1. A brief guide to Committee terminology is included at Appendix One.

4. GOVERNANCE

4.1 Good governance is important within the ICB as it is concerned with:

(a) how the organisation is led and structured;
(b) how the organisation is able to demonstrate that it is operating in line with the fundamental principles of openness, integrity and accountability;
(c) how the ICB is meeting the statutory objective of providing high quality healthcare; and
(d) ensuring that the organisation's objectives are delivered economically, efficiently and effectively.

4.2 Managers and other staff throughout the ICB spend a considerable amount of their time attending Committee meetings. It is essential that this resource is an effective use of time. Consideration should also be given to whether a face to face meeting needs to be held or whether the meeting could take place via conference call.

4.3 Each Committee should have clear Terms of Reference related to the organisation's objectives so that its role is unambiguous and to ensure that it makes a relevant contribution. Committees should function effectively i.e. meet with appropriate frequency, be well attended and produce minutes that reflect their Terms of Reference.

4.4 Committees should make decisions with clear actions and recommendations that are followed throughout subsequent meetings (with timescales for implementation where appropriate).

5. ADMINISTRATION ARRANGEMENTS FOR MEETINGS

5.1 Terms of Reference

5.1.1 Each Committee, Sub-Committee or group should have its own Terms of Reference. A Terms of Reference template, including descriptions for each heading, is included at Appendix Two.

- **Governance note:** a summary of the governance arrangements in which the Committee, Sub-Committee or group has been established.

- **Constitution:** include reference to ICB's Constitution if applicable – it may not be applicable to Sub-Committee, groups etc.
- **Purpose:** provide an introduction to the Committee/group and a summary of its purpose;
- **Authority:** identify what the Committee is authorised to do;
- **Membership and Attendance:** include a list of the membership, their titles, voting rights, deputies (if applicable) and attendees. This section should also identify who will be Chair and how they are appointed/nominated. It is useful to also identify a Deputy Chair.
- **Meetings Quoracy and Decisions: include** details of the number and type of members that make up the quorum, how often the Committee will meet; and details of the decision making and voting process;
- **Responsibilities**: this section should list the key responsibilities of the Committee including a description of who the Committee is accountable to and its direct reporting relationship;
- **Conflicts of Interest:** standing wording has been included in the template;
- **Behaviours and Conduct:** include details on the ICB's values and equality and diversity implications (standard wording provided);
- **Accountability and Reporting Arrangements:** who the Committee reports to and what information is reported;
- **Secretariat and Administration:** include details on the administration support to the Committee;
- **Review of Terms of Reference:** it is recommended the Terms of Reference are reviewed at least annually.

5.2 Agendas

All meetings i.e. Board, Committees and internal meetings; should have an agenda (see Appendix Three and Appendix Four for examples) and should include the following:

- **Title:** the agenda should begin by stating the Board/Committees title, the date, time and location of the meeting;
- **Standing Items**: Welcome and Introductions, Apologies for Absence, Declarations of Interests and Matters Arising.
- **Enclosures:** Papers to be considered should be included under the specific headings of the ICB's objectives.
- **Escalation:** Any items for escalation to the Board or appropriate reporting body.
- **Risks:** Any potential new risks identified during the meeting.

All agenda items to be presented should have an agenda number which is included on the cover sheet. The agenda should also identify whether items are to approve, endorse, receive etc and a Glossary of Terms is included at Appendix Five.

5.3 Committee Papers

The arrangements for submission and dissemination of papers, including specific timeframes, should be set out in individual Committees Terms of Reference or in the ICB Constitution where this refers to the Board.

5.4 Cover Sheets

(a) All papers received by a formal Committee must have a fully completed Cover Sheet. A template is included at Appendix Six.

(b) The Cover Sheet (front sheet) helps identify the key pieces of information the committee needs to be aware of and what action the committee is required to take.

5.5 Committee Reports

5.5.1 Most reports will be requested by the Committee Administrator or Executive/Senior Manager Representative, because they appear on the annual Forward Planner of Agenda Items or were requested at a previous meeting. Committees should normally have in place a Forward Planner of Agenda Items (regular reports) for the year. This is an agenda planning tool which enables reports to be scheduled in advance throughout the year.

5.5.2 Members of Committees, as well as members of staff more generally, may also request that reports are submitted for consideration. Anyone wishing to make such a request is advised to consult with the relevant Committee Administrator, Chair or Executive/Senior Manager Representative well in advance of the deadline for receipt of reports.

5.5.3 Regular report authors are advised to review the Forward Planner of Agenda Items and contact the Committee Administrator/Chair if they have any questions.

In general terms, the reports received by Committees are:

a) for assurance – e.g. reports to the committee about the level of confidence and evidence that a particular course of action has been taken;
b) for information – e.g. reports which do not require any formal action or decision;
c) for decision – e.g. where a particular course of action is proposed and requires official sanction, or where policy, strategy, or regulation requires approval; or
d) a combination of the above.

5.5.4 Each paper should clearly identify what action it requires the Committee to take.

5.5.5 Reports should seek to add value to the ICB, by providing important information, prompting high-level discussion and seeking approval for a course of action. Reports should be aligned to and contribute to the achievement of the ICB's objectives. There should be a link to the ICB's Risk Register or Board Assurance Framework.

5.5.6 The use of acronyms should be minimised. Where acronyms are used, ensure they are displayed in full when first mentioned (e.g. NHS Lincolnshire Integrated Care Board – LICB).

Reports require, as a minimum, the following sections:

- Executive Summary – this is the most important section of the document; the reader will use the summary to decide how much of the report they need to read so make it clear and concise.
- Introduction – including the aims and objectives of the report;
- Body – can be divided into sub-sections to help present the information to the reader. It may include research, data and other information relevant to the purpose of the report;
- Conclusion – the author's assessment of the facts presented in the report;
- Recommendation – must clearly articulate what the meeting is being asked to do with the information in the report (e.g. approve, note, for information

5.6 Minutes

5.6.1 The purpose of minutes is to provide a formal record of the decisions and substantive discussion occurring in a meeting and provide a record of the integrity of the meeting. Minutes should be written in a consistent style, from one meeting to the next. This is usually the Committee Administrator's responsibility. During the meeting, if the person writing the minutes is unsure of a decision or action, they should ask the Chair for clarification so that their minutes are accurate.

5.6.2 The draft minutes should be approved by the Chair and then circulated by the Committee Administrator to members as soon as possible after the meeting.

5.6.3 If the Chair wishes, they may request to sign the ratified minutes. A copy of this should be kept on file for future reference.

5.6.4 The Chair is responsible for summarising each agenda item at the meeting to ensure the substantive discussion is recorded in a clear and concise manner.

A template for minutes is included in the Standards of Business Conduct Policy at Appendix Four.

Minutes should include the following:

- **Title:** The name of the committee and the time, date and venue of the meeting should be clearly stated at the beginning of the minutes. Start and finish times should also be recorded.

- **Attendance:** When listing those present, the name of the individual and the position they are representing on the committee should be given. Members should be listed in alphabetical order (by surname) with the Chair identified by (Chair) written after the name. If a person joins or leaves the meeting the times should be noted in the minutes.

  Where individuals are present at the meeting but are not part of the formal membership of the committee, they should be recorded under "In Attendance". This would include any co-opted members and those presenting a paper/item to the committee – in this instance the item number they are present for should be recorded.

  Apologies should be recorded, in alphabetical order, below those who are in attendance.

  In some situations an individual may not be in attendance for the whole meeting. The minutes should reflect the point in time when that individual joined or left the meeting.

- **Quoracy:** The quorum of the relevant Committee can be found in its Terms of Reference and this quoracy should be functioning whenever any decisions need to be made. If the meeting is not fully quorate, the following options can be applied (and noted in the minutes):

  - Note that the meeting is NOT quorate, and continue the meeting, affirming that there are no decisions to be made in the meeting, and that discussions can be ratified at a subsequent meeting.
  - Note that the meeting is NOT quorate, and continue the meeting, referring any decisions to another committee for consideration and formal ratification, normally the subsequent quorate meeting, OR the Board.
  - Defer the meeting until such time as quoracy can be maintained.

- **Declarations of Interest:** It is imperative that the ICB ensures complete transparency in their decision making processes through robust record-keeping. Any declaration of interest, and arrangements agreed, in any meeting of the ICB, its committees or sub-committees and Board should be recorded in the Register of Interests and in the relevant minutes.
  When recording declarations of interest the following record should be made:
  - Who is conflicted
  - The nature of the actual or potential conflict
  - The items on the agenda which the conflict relates to.
  - How the conflict was agreed to be managed and
  - Evidence that the conflict has been managed as intended.

A template for recording interests declared during a meeting is included in the Standards of Business Conduct Policy at Appendix Three.

5.7 Use of recording devices

5.7.1 The ICB permits the use of Dictaphones for designated administrative staff for the purpose of supporting the effective provision of minutes and also the recording facility available through Microsoft Teams.

5.7.2 The notification poster at Appendix Eight should be used at each meeting where either voice recording or recording through Microsoft Teams is to take place. When using Microsoft Teams all those present will be notified the meeting is being recorded automatically.

5.7.3 All staff who undertake voice recording or recording through Microsoft Teams should be aware of and agree the standard operating procedure with the Information Governance Manager. This procedure describes clearly the processes which are required in each instance of the voice recording being processed. Within the term 'process' we understand that this includes the way in which information is Held, Obtained, Recorded, Used and Shared.

5.7.4 All administrative staff who use voice recording equipment are responsible for its safe use and storage.

5.7.5 Those who intend to use voice recording equipment or the recording facility through Microsoft Teams in support of their minute taking role are responsible for seeking and obtaining agreement from the Chair of the meeting prior to commencing recording.

5.7.6 All recordings should be retained for the period of drafting minutes and then subsequently deleted.

5.8 Matters Arising

5.8.1 It is good practice to ensure the actions agreed at the Committee are completed. It is recommended that the actions are summarised from the minutes into a Matters Arising Actions Log. An Action Log template is included at Appendix Nine.

5.8.2 The Matters Arising Actions Log should be circulated along with the Minutes of the previous meeting. The responsible action owner should provide an update on the action log for distribution with papers.

5.8.3 The Matters Arising Actions Log will ensure that if the person responsible for the action is not able to attend and feedback to the following meeting or if an action takes longer to implement than anticipated, the action is not "lost" and the committee can receive assurance that it has been implemented.

5.9 Reporting to the Board

5.9.1 Each Committee of the Board should provide either minutes or an Escalation Report of the most recent meeting to the Board.

5.9.2 At the end of each meeting the Committee must be asked if there are any items that need escalating to Board, which should be completed using the Committee Cover Sheet (front sheet).

5.9.3 On an annual basis, preferably at the end of the financial year, each Committee should provide a Committee Annual Report to the Board which summarises key discussions and discussions made throughout the year. It should also include attendance, membership, quoracy and a review of the Committee effectiveness. A Self-Assessment template is included at Appendix Ten.

5.9.4 The Annual Report is to be completed by the Executive/Senior Manager Representative responsible for the Committee with support from the ICB Board Secretary if required. It is then taken to the relevant Committee for approval prior to being taken to the Board.

5.10 Meeting Etiquette

Meeting etiquette is important as it provides a basis of trust, respect and honesty for the ICB. Meeting etiquette should be adhered to by all ICB staff, Board and Committee members at all meetings, Sub-committees, Committees and the Board.

Further detail on these expectations is included at Appendix Eleven.

5.11 Admissions of the public to meetings

Detail on admission of the public to meetings is included at Appendix Ten.

6. Equality Impact

The ICB aims to design and implement policy documents that meet the diverse needs of our services, population and workforce, ensuring that none are placed at a disadvantage over others. It takes into account current UK legislative requirements, including the Equality Act 2010 and the Human Rights Act 1998, and promotes equal opportunities for all. The document has been designed to ensure that no-one receives less favourable treatment due to their personal circumstances, i.e. the protected characteristics of their age, disability, sex (gender), gender reassignment, sexual orientation, marriage and civil partnership, race, religion or belief, pregnancy and maternity. Appropriate consideration has also been given to socio-economic status, immigration status and the principles of the Human Rights Act.

In carrying out its function, the ICB must have due regard to the Public Sector Equality Duty. This applies to all activities for which the ICB is responsible, including policy development, review and implementation.

APPENDIX ONE - A BRIEF GUIDE TO COMMITTEE TERMINOLOGY

Ad hoc committee	An ad hoc committee is established for a specific limited purpose and ceases to exist when its job is done. These days the term is rarely used – such a committee is usually called a working party.
Agenda	An agenda provides details of the items of business to be considered in the order they will be discussed at a meeting.
Apologies for Absence	Members who are unable to attend a meeting are normally expected to give their apologies to the Committee Chair or his/her assistant (by email or phone) as soon as possible before the meeting. For most committees apologies received are recorded in the minutes.
Addendum	Addendum (plural: addenda) means much the same as 'appendix' (see below). The term 'attachment' would be used in preference to 'addendum'.
Appendix	Appendix (plural: appendices) means subsidiary matter at the end of a book or document.
Attachment	Attachment simply means 'being attached'. Attachments to agendas (and sometimes minutes) provide information additional to that provided in the agenda/minute item.
By Invitation	A person who attends a meeting 'by invitation' is not a committee member, but has been invited because she/he has some contribution to make to the meeting. For example, he/she may give a report or make a presentation. The person may be a regular (standing) invitee or simply an invitee for a particular item or items.
Brainstorming	A technique used to gather ideas from a group. It involves members of the group thinking of as many ideas as they can ii a short period of time.
Casting Vote	Some committees make provision in their constitutions for the Chair to have a 'casting' (that is an extra vote, which he/she may use if there are equal numbers 'for' and ' against' when a vote is taken. It is traditional (but not imperative) for the Chair to use the casting vote in favour of the status quo (where appropriate)
Co-opted Member/Co-optee	Most committees make provision in their constitutions for one or more co-opted members – that is members who are invited by the other members to join the committee. A committee will usually co-opt members who provide expertise missing in the other members, or who balance the membership in some way (gender, academic discipline, and the like). Co-opted members are full members of a committee, with full speaking and voting rights.
Chair	The person who controls the conduct of the meeting, a sort of umpire.
Consensus	A type of group decision making. It involves coming to a decision acceptable to all members of the group without a vote being taken.
Constitution	A document setting out the fundamental principles governing the running of an organisation.
Executive Power	If a committee has 'executive power' in a particular area, it has the authority to make decisions and take action in that area.
Ex-officio Member	An 'ex-officio' committee member has membership by virtue of his/her position or office. In agendas and minutes ex-officio members should be referred to by position title; for example, 'The Deputy Vice Chancellor advised….'
In attendance	A person who is 'in attendance' at a meeting attends because of the position he/she holds, normally to be kept informed and/or to provide information.
Minutes	The minutes are the written record of what took place at a committee meeting. They are final only when they have been confirmed at a subsequent meeting.
Modus Operandi	'Modus Operandi' means method of operation.
Motion	A motion is a formal proposal put to a meeting for discussion and subsequent decision by vote.
Motion on notice	A motion on notice is an important item of business, which requires prior notice before being moved at a meeting. The action wording of the motion is given in the agenda and allows members to prepare and inform themselves about the issue.
Mover	The proposer of a motion.
Nem Con	Nem com is an abbreviation of a Latin term meaning 'with nobody dissenting'. When a motion is passed unanimously, it is recorded in the minutes as 'resolved (nem com)'

Other Business	Some agendas include an 'Other Business' item at the end of the agenda to allow members to raise matters not otherwise included on the agenda. The use of 'Other Business' is not generally used since the general p0rinciple applying to committee business is that members must be properly informed in advance (via detailed agenda items) about any matters they are to discuss, so, if 'Other Business' is used at all, it must be restricted to very minor matters which do not require prior consideration for example, matters of information.
Point of Information	At a meeting, a member may call out 'point of information' to the Chair, if he/she wants to clarify a question of fact relevant to the debate.
Point of Order	A member may call out 'point of order' to the Chair if it appears there has been a breach of procedure or an irregularity in the proceedings. The Chair then rules the matter.
Observers	The broad term 'Observers' covers various categories of people who attend committee meetings but are not members of those committees. Observers may be at a meeting 'in attendance' or 'by invitation' or may be 'visitors' simply learning about a committee's procedures. As they are not committee members, observers do not have voting rights and do not normally have speaking rights (though the Chair may invite them to speak in appropriate circumstances). The way in which their attendance is recorded in agendas/ minutes depends on their role at the meeting.
Post Meeting Note	A post meeting note may be included in the minutes to provide members with relevant information, which was not available at the meeting, or to report on relevant activity since the meeting.
Proxy Vote	A proxy is a person formally authorised to act on behalf of another person, and some organisation provide for 'proxy' votes at meetings.
Quorum	The quorum for a committee meeting is the minimum number of members required to make the meeting valid. If a meeting is inquorate, it cannot make decisions on behalf of the committee. It can hold discussions and make recommendations for later confirmation or rejection by the committee.
Resolution	A resolution is a decision reach through a vote at formal meetings (that is; when a motion is passed).
Seconder	The committee member who formally seconds (supports) a motion moved by another member is referred to as 'the seconder'. While there is no absolute requirement to have a seconder for a motion, it is a useful devise for ensuring that there is at least some support for a motion before debate begins.
Terms of Reference	A document setting out the role, remit and responsibilities of a committee, group etc.

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APPENDIX TWO - TERMS OF REFERENCE TEMPLATE

(Committee/Group Name)

Terms of Reference

1. CONSTITUTION

The Committee is by the Integrated Care Board (the Board or ICB) as a Committee of the Board in accordance with its Constitution. *This will not be applicable to Sub-Committees, groups etc.*

2. AUTHORITY

The Committee is authorised by the Board to:

3. PURPOSE

The purpose of the Committee is xx

The Committee has delegated authority to make xx as set out in the ICB's Scheme of Reservation and Delegation.

4. MEMBERSHIP AND ATTENDANCE

Membership

Membership of the Committee will comprise of the following members: (insert)

When determining the membership of the Committee/Group, active consideration will be made to equality, diversity and inclusion.

Only members of the Committee have the right to attend Committee meetings, however all meetings of the Committee will also be attended by the following individuals who are not members of the Committee:

Attendees are:

To be inserted

The Chair may ask any or all of those who normally attend, but who are not members, to withdraw to facilitate open and frank discussion of particular matters.

Where members are unable to attend, they should ensure that a named and briefed deputy is in attendance who is able to participate on their behalf.

Chair and vice chair

The Chair of the Committee shall be xx and will be appointed/nominated by: (insert the specific arrangements for identifying the Chair and Deputy Chair).

The Chair will be responsible for agreeing the agenda and ensuring that matters discussed meet the objectives as set out in the Terms of Reference.

5. MEETING QUORACY AND DECISIONS

Quoracy

Meetings will be held (monthly, bi-monthly etc) but may be called at any other time as the Committee Chair may require. The quorum necessary for the transaction of business shall be: (insert).

In accordance with the Standing Orders, the Committee may meet virtually when necessary and members attending using electronic means will be counted towards the quorum.

If any member of the Committee has been disqualified from participating in an item on the agenda, by reason of a declaration of conflicts of interest, then that individual shall no longer count towards the quorum.

Decision making and voting

Decisions will be taken in according with the Standing Orders. The Committee will ordinarily reach conclusions by consensus. When this is not possible the Chair may call a vote.

Only members of the Committee/Group may vote. Each member is allowed one vote and a majority will be conclusive on any matter.

Where there is a split vote, with no clear majority, the Chair of the Committee will hold the casting vote. The result of the vote will be recorded in the minutes.

If a decision is needed which cannot wait for the next scheduled meeting, the Chair may conduct business on a 'virtual' basis through the use of telephone, email or other electronic communication.

Minutes will be recorded for telephone conference and virtual meetings in accordance with relevant sections of the Lincolnshire ICB Governance Handbook – this may be removed if the Committee decides not to include arrangements for 'virtual decision'.

6. RESPONSIBILITIES OF THE COMMITTEE

The Committee will incorporate the following duties: (insert)

7. ACCOUNTABILITY AND REPORTING ARRANGEMENTS

The xx Committee/Group is accountable to (insert Board or committee accountable to).

The Committee/Group will report to (insert Committee accountable to) on its proceedings after each meeting.

8. BEHAVIOURS AND CONDUCT

ICB values

Members will be expected to conduct business in line with the ICB values and objectives.

Members of, and those attending, the Committee shall behave in accordance with the ICB's Constitution, Standing Orders, and Standards of Business Conduct Policy.

Equality and diversity

Members must demonstrably consider the equality and diversity implications of decisions they make.

9. DECLARATIONS OF INTEREST, CONFLICTS AND POTENTIAL CONFLICTS

Where a member of the Committee is aware of an interest, conflict or potential interest in relation to the scheduled or likely business of the meeting, they will bring this to the attention of the Chair of the meeting as soon as possible, and before the meeting where possible.

The Chair of the meeting will determine how this should be managed and inform the member of their decision. The Chair may require the individual to withdraw from meeting or part of it. Where the Chair is aware that they themselves have such an interest, conflict or potential conflicts of interests they will bring it to the attention of the Committee, and the Vice Chair will act as Chair for the relevant part of the meeting.

Any declarations of interest, conflicts and potential conflicts, and arrangements to manage those agreed in any meeting of the Committee, will be recorded in the minutes.

Failure to disclose an interest, whether intentional or otherwise, will be treated in line with the ICB's policy for managing conflicts of interest, and may result in suspension from the Committee.

10. ADMINISTRATIVE SUPPORT

The Committee shall be supported with a secretariat function which will include ensuring that:

- The agenda and papers are prepared and distributed in accordance with the Standing Orders (if applicable) having been agreed by the Chair with the support of the relevant executive lead;
- Attendance of those invited to each meeting is monitored and highlighting to the Chair those that do not meet the minimum requirements;
- Membership will be considered as part of TOR review processes.
- Good quality minutes are taken in accordance with the standing orders and agreed with the chair and that a record of matters arising, action points and issues to be carried forward are kept;
- The Chair is supported to prepare and deliver reports to the Board;
- The Committee is updated on pertinent issues/ areas of interest/ policy developments;
- Action points are taken forward between meetings and progress against those actions is monitored.

11. REVIEW OF TERMS OF REFERENCE

The Committee will review its effectiveness at least annually and complete an annual report submitted to the Board.

These terms of reference will be reviewed at least annually and more frequently if required. Any proposed amendments to the terms of reference will be submitted to the Board for approval.

The Committee will utilise a continuous improvement approach in its delegation and all members will be encouraged to review the effectiveness of the meeting at each sitting.

Date of approval:

Date of review:

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APPENDIX THREE - BOARD AGENDA TEMPLATE

NHS Lincolnshire Integrated Care Board Public Meeting

Date:
Time:
Location:

AGENDA

ITEM NUMBER		ACTION	ENCLOSURE /VERBAL	LEAD
STANDING ITEMS				
1.	Welcome and Introduction • Apologies for Absence • Declarations of pecuniary and non-pecuniary interests and conflict of interests	-		
2.	Minutes of the previous meeting • Matters arising • Action Log	Approve		
3.	Update from the ICB, Chief Officer & Chief Operating Officer	Receive		
GENERAL ISSUES				
STRATEGIC ISSUES				
SERVICE DELIVERY AND PERFORMANCE				
FINANCE				
QUALITY				

GOVERNANCE AND ASSURANCE				
MINUTES FROM COMMITTEES, ESCALATION REPORTS AND TERMS OF REFERENCE				
INFORMATION				

Next Meeting:

Please send apologies to: ICB Board Secretary via email at: (to be inserted)

The items on this agenda are submitted to the Board for discussion, amendment and approval as appropriate. They should not be regarded, or published, as organisation policy until formally agreed at a Board meeting at which the press and public are entitled to attend. Papers are available on the ICB **website at** www.lincolnshire.icb.nhs.uk
In case of difficulty accessing the papers, please contact **–** (to be inserted)

Special Resolution

The Board will be asked to consider the following resolution:
That representatives of the press and other members of the public be excluded from the remainder of this meeting having regard to the confidential nature of the business to be transacted, publicity of which would be prejudicial to the public interest' - (Section 1(2) Public Bodies (Admission to Meetings) Act 1960)
Items in the private part of the meeting are either commercial in confidence or relate to individual staff and patients.

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APPENDIX FOUR - COMMITTEE AGENDA TEMPLATE

NHS Lincolnshire Integrated Care Board (insert details of the Committee)

Date:
Time:
Location:

AGENDA

ITEM NUMBER		ACTION	ENCLOSURE /VERBAL	LEAD
STANDING ITEMS				
1.	Welcome and Introduction • Apologies for Absence • Declarations of pecuniary and non-pecuniary interests and conflict of interests	-		
2.	Minutes of the previous meeting • Matters arising • Action Log	Approve		
3.	Update from the Committee Chair (if applicable)	Receive		
GENERAL ISSUES				
STRATEGIC ISSUES				
SERVICE DELIVERY AND PERFORMANCE				
FINANCE				
QUALITY				

GOVERNANCE AND ASSURANCE				
MINUTES FROM COMMITTEES, ESCALATION REPORTS AND TERMS OF REFERENCE				
INFORMATION				

Next Meeting:

Please send apologies to: (to be inserted)

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APPENDIX FIVE - RECOMMENDATIONS TO THE BOARD/ COMMITTEE GLOSSARY OF TERMS

To approve	An item of business that requires the Board/Committee to make a formal decision.
To endorse	An item of business that requires the Board/Committee to endorse the actions taken by the NHS Lincolnshire ICB to a multi-organisational decision.
To ratify	An item of business where the Board/Committee is required to ratify the actions taken on behalf of NHS Lincolnshire ICB, eg decisions taken by a Board/Committee.
To consider/receive	A report containing a positional statement relating to the delivery of NHS Lincolnshire ICB's functions for which the Board has a corporate responsibility but is not explicitly required to make a decision. In some circumstances there may be a requirement for the Board to adopt the measures contained within the report.
To discuss	An item of business that requires discussion by the Board prior to agreement of a formal resolution or a general policy steer to the ICB's Officers.
For information (to note)	An item of business that is of general interest but is not of significance to the Boards corporate or operational activities. These items will be included on the agenda but will not be for significant discussion or require a decision.

All these terms apply to the Board and its Committees and Sub-Committees.

All members of NHS Lincolnshire ICB Board understand and are committed to the practice of good governance and to the legal and regulatory frameworks in which they operate.

All members of the NHS Lincolnshire ICB Board abide by the Standards for Members for NHS Boards and Clinical Commissioning Group Governing Bodies in England.

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APPENDIX SIX – BOARD/COMMITTEE/GROUP COVER SHEET (FRONT SHEET)

Public Meeting of NHS Lincolnshire Integrated Care Board

Date:
Location:

Agenda Number:	
Title of Report:	(insert the full title of the paper/report)
Purpose:	(insert full name and job title/position of the person who has written this report)
Appendices:	(List the details of any appendices attached separately to the report)

1.	**Key Points for Discussion:**
This section should explain briefly the key points for discussion.	
2.	**Recommendations**
This section should identify any recommendations the Board/relevant Committee is being asked to make.	
3.	**Executive Summary**
Include background to the paper/information, summary of discussions held (if applicable), options developed and commissioning rationale.	
4.	**Management of Conflicts of Interest**
Include details of any conflicts of interest declared. Where declarations are made, include details of conflicts individual(s) name, position; the conflict(s) details, and how these have been managed/will be managed in the meeting. Confirm whether the interest is recorded on the register of interest – if not agreed course of action.	
5.	**Risk and Assurance**
Include details of risk and assurance implications (such as is the item on the ICB Risk Register)	
6.	**Financial/Resource Implications**
Include details of finance and resource implications.	

7.	**Legal, Policy and Regulatory Requirements**
Include details of any legal, policy or regulatory requirements or implications.	
8.	**Health Inequalities implications**
Include details of health inequalities implications.	
9.	**Equality and Diversity implications**
Include details of any equality and diversity implications.	
10.	**Patient and Public Involvement (including Communications and Engagement)**
Include details of any PPI involvement/implications.	
11.	**Report previously presented at:**
Insert details (including the date) of any other meeting where this paper has been presented, or state ‘not applicable’.	
12.	**Sponsoring Director/Partner Member/Non-Executive Director**
Name, email address and telephone number – should include all details, not just the name.	

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APPENDIX SEVEN – VOICE RECORDING OR DIGITAL RECORDING

Voice Recording or Recording through Microsoft Teams is used in this meeting

The ICB has authorised recording for this meeting.

If you object to this being undertaken, please inform the Chair prior to the commencement of the meeting.

NHS Lincolnshire ICB have authorised the use of recording equipment in this meeting or through the recording facility available in Microsoft Teams. The purpose of this recording is as an administrative tool to support the provision of clear and accurate minutes.

The recording is not encrypted. The recording is retained for the period of drafting minutes and then subsequently deleted.

If you have any queries regarding the processing of information in this way, please contact:

Contact : Jules Ellis-Fenwick
Telephone: 07825938794
Email: julieellis1@nhs.net

Not Delivered
In Progress
On Track to Deliver
Delivered

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APPENDIX EIGHT - ACTION LOG TEMPLATE

ACTION LOG

Date of Meeting:	
Agenda Item:	
Reporting Officer:	

Date of Meeting	Minute Number	Item	Action	Lead	Due Date	Progress

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APPENDIX NINE – COMMITTEE SELF-ASSESSMENT TEMPLATE

(INSERT NAME OF COMMITTEE/GROUP)

SELF-ASSESSMENT CHECKLIST

Area/Question	Yes	No	Comments/Action
Composition, establishment and duties			
Does the Committee have written Terms of Reference that adequately define the Committee's role, purpose and accountabilities?			
Have the Terms of Reference been adopted by the Board?			
Are the Terms of Reference reviewed annually to ensure they remain fit for purpose?			
Does the Committee have an annual work plan in place?			
Has the Committee been provided with sufficient membership, authority and resources to perform its role effectively and independently?			
Does the Committee have the requisite number of members?			
Effective Functioning - Committee			
Is there effective scrutiny and challenge from all Committee members?			
Does the Committee review its progress and outputs?			
Does the Committee review its risks regularly?			
Does the Committee report regularly to the Board through verbal and written reports and make clear recommendations where necessary, including escalating items for consideration?			
Does the Committee prepare an annual report on its work and performance in the preceding year for consideration by the Board?			
Does the Committee assess its own effectiveness periodically?			
Can members give appropriate feedback on the effectiveness of the Chair and the Secretary?			

Has the Committee determined the appropriate level of detail it wishes to receive from the reports?			
Are the Committee papers distributed in sufficient time for members to give them due consideration?			
Does the Committee effectively monitor, or ensure monitoring of, agreed actions, e.g. by use of an Action Log?			
Are members, particularly those new to the Committee, provided with training?			
Has the Committee formally considered how it integrates with other Committees and groups?			
Does the Committee receive timely and appropriate feedback from its Sub-Committees/groups			
Dos the Committee provide clear direction to its Sub-Committees/groups?			
Has the Committee been quorate for each meeting this year?			
Effective Functioning – individual members			
Do members appropriately challenge Executives and management on critical and sensitive matters?			
Compliance with the law and regulations governing the NHS			
Does the Committee have a mechanism to keep it aware of topical issues?			
Does the Committee have a mechanism to keep it aware of legal and regulatory issues?			
Assurance			
Does the Committee receive timely exception reports about the work of external regulatory and inspection bodies?			
Does the Committee receive timely information on performance concerns?			
Are all these reports clear, concise and readily understood?			
Other Issues			
Does the Committee meet the appropriate number of times to deal with planned matters, development and liaison?			
Are arrangements in place to call ad hoc meetings when necessary?			
Are arrangements in place to notify Committee members of urgent matters?			
Has the Committee reviewed its performance in the year for consistency with its: • Terms of reference? • Programme for the year?			

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APPENDIX TEN – BOARD AND COMMITTEE ETIQUETTE FOR BOTH FACE TO FACE AND VIRTUAL MEETINGS

1. Introduction

Meeting etiquette is important as it provides a basis of trust, respect and honesty for the ICB. Meeting etiquette should be adhered to by all ICB staff, Board and Committee members at all meetings, Sub-committees, Forums and Groups whether meeting face to face or virtually.

This document has been developed to enable NHS Lincolnshire ICB to conduct its face to face and virtual meetings effectively by agreeing a set of common rules and principles for all participants to follow. It is specifically intended for formal meetings with a number of participants, namely the ICB Board and Committee meetings. This will facilitate an effective and consistent meeting practice and support good governance. However, many of the principles set out within this document are applicable to most virtual meetings and Chairs are encouraged to adapt these to other meetings as required.

This should be read in conjunction with the ICBs Standards of Business Conduct Policy and Standards for members of NHS Boards in England.

2. Technology

The ICB will be using Microsoft Teams for all Board and Committee meetings. Alternative systems or softwares will only be used by prior agreement with the meeting Chair and the Board Secretary.

3. Meeting set up and preparation

3.1 Organising a meeting

Meetings will be set up by the relevant administrative support. All meeting invites should be accepted or declined as soon as possible, as this will allow the Board Secretary or appropriate administrative support to monitor attendance and quoracy.

Any participants who have previously accepted a meeting invite but can no longer attend, must ensure they update their meeting invite response, so that the meeting organiser and the Board Secretary can be notified.

3.2 Meeting papers and presentations

All papers should be well structured and to the point, with discussion points and issues clearly highlighted. All pages should be numbered for ease of reference. Consistent report format should be used with a frontsheet that clearly states the purpose of the report.

All documents and presentations should be easy to read and follow. Text and visual information contained within powerpoint slides should be large enough for participants to read on smaller devices, particular when this is 'tabled' at the meeting and shared via the 'shared my screen' facility.

Papers should not include embedded documents as once transferred into PDF format for uploading to Team Engine and the ICB website they become 'unavailable' in that they cannot be opened.

3.3 Circulating of meeting papers

All meeting papers will be stored on Team Engine with a link issued to all participants, at least 5 working days before the meeting taking place, if possible. If documents are updated or new documents added once the link has been issued, the Board Secretary or Committee administrative support will issue a notification advising of an update. If participants are not able to access Team Engine, they should notify the board Secretary or Committee administrative support, who will email them all meeting papers instead.

3.4 Meeting preparation

Virtual meetings, or a hybrid of both virtual and face to face, could be harder to follow and manage and prior preparation is therefore essential. All participants should adopt the following principles:

- Be clear as to the purpose of the meeting (know and understand the role you play at the meeting and the need for the Board to act as a corporate body (i.e. not to pursue self-interest or the interest of another body).
- Read meeting papers well ahead of the meeting where possible; it is good practice for participants to raise any major concerns and queries with the document author ahead of the meeting. This will help the author/ presenter to tailor their report to answer any such concerns.
- Be clear on the decision that is being asked for.
- Share their main questions arising from the reading the meeting papers with the Chair and the Board Secretary ahead of the meeting, where possible. This will allow the Chair to monitor the flow of the meeting, enabling a balanced discussion and ensure that all questions and concerns have been addressed.
- Arrive for the meeting on time, stay for its duration, and ensure regular attendance at all meetings.
- If you have to leave before the end of the meeting, you should inform the Chair beforehand. However, you should avoid this whenever possible.

Where participants have submitted their apologies, and (where appropriate/permitted) they arrange for a deputy to attend, they ensure the deputy is well-briefed).

4. Conducting virtual meetings

4.1 Joining a meeting

The Chair, Board Secretary and the minute taker should join the meetings at least 10 minutes in advance to ensure the meeting had been set up correctly and any participants joining as' guests' have been admitted to the meeting.

All other participants should ensure they join the meeting on time, stay for its duration and ensure regular attendance at all meetings.

If a participant has to leave before the end of the meeting, they should inform the ICB Chair or Committee Chair beforehand. However, they should avoid this whenever possible.

All participants should ensure that they are in a suitable location with sufficient bandwidth and minimum background noise. They can opt to 'blur' their background' if necessary. No personal or inappropriate items should be seen on the participants' screen.

Prior to the meeting commencing, the Board Secretary or Committee administrative support will confirm that all participants who had confirmed attendance have joined the meeting and will note apologies and other absences. Quoracy and membership will also be clarified at this point. The meeting should start promptly at the time indicated on the meeting invite unless the Chair or the Board Secretary have been alerted to any technical issues.

The Chair will ask each participant to introduce themselves, or, if introductions are not necessary, to greet other participants. This is to ensure that everyone is aware who has joined the call and, at the same time, test that their camera and audio are functioning correctly.

All participants should declare any potential or real conflicts of interest with regard to any matter on the agenda.

4.2 Key principles

The Chair will confirm the key principles of the meeting etiquette, along the lines of:

- All participants will mute themselves unless they are presenting a paper or asking a question.
- Where participants are physically in a room they should still use the 'hand' facility available in Microsoft Teams (or indicate they wish to ask a question by physically raising their hand (if using a hybrid arrangement of part virtual and face to face).
- Participants should have their camera switched on when presenting a paper or raising their hand (when using Microsoft Teams).
- The Chair will invite participants to speak either by inviting them to present their report or answer a question, or by inviting a specific participant to ask a question or make a comment.
- Anyone who wishes to speak will post a comment in the chat box, indicating that they wish to ask a question/ add a comment.
- Unless the Chair states otherwise, the chat box will be used for two purposes only - for participants to indicate that they wish to speak/ ask a question; and to confirm their approval/ dissent if prompted.
- Throughout the meeting be respectful of the role of the Chair in encouraging debate, summarising discussion and clarifying decisions made.
- Be constructive and professional in the way you impart an opinion or information.
- Listen carefully to all ideas and comments and be tolerant to other points of view – be sensitive to colleagues needs for support when challenging or being challenged.
- Seek professional guidance/clarification from the Chair during the meeting (or ICB Board Secretary outside the meeting) wherever there may be any concern about a particular course of action.
- Be honest, open and constructive.
- Be courteous and respect freedom to speak, disagree or remain silent.
- Show determination, tolerance and sensitivity – rigorous and challenging questioning, tempered by respect.
- Ensure you maintain body language that demonstrates your participation and engagement in the meeting.
- Challenge inappropriate behaviour/language from other Board members at the time via the Chair or after the meeting if more convenient.

- Treat attendees fairly and consistently; even when you disagree with their point of view and challenge and provide critique constructively and ensure that any challenges are proportionate and based on fact. Challenge the issue being discussed, not the personality of other individuals taking part in the discussion
- Respect one another as possessing individual and corporate skills, knowledge and responsibilities.
- Show group support and loyalty towards each other.
- Regard and welcome challenge as a test of the robustness of papers and arguments presented.

4.3 After the meeting

- Participate and contribute to any post-meeting review with a view to making future meetings more effective.
- Draft minutes should be produced within one working week after the meeting and sent to the Chair and Chief Officer for comments.
- Read any post-meeting action plan and ensure you complete the tasks accorded to you and report back appropriately on their completion in a timely manner.
- Observe the confidentiality and sensitivity of matters discussed at the meeting and ensure that all papers, both electronic and paper copies are stored safely.
- Remember that decisions were taken by the Board collectively, and therefore that responsibility remains collective too.
- Keep confidential matters confidential. Do not participate in gossip arising from Board matters.

5. Admission of public and recording of virtual meetings

The Board Secretary will work with the Chair to ensure that arrangements have been made for public access to those meetings (this may include Board and some Committee meetings) which are normally held in public in line with the ICB Constitution. This will be made via one or a combination of the following approaches:

- Meeting dates will be advertised on the ICB website and those members of the public interested in attending will be sent a link and will join the meeting as observers (being muted for the duration of the meeting)
- Ensuring key stakeholders representing views of the public have been invited to attend the meeting
- Live streaming of the meeting
- Recording the meeting and sharing the recording on ICB website In line with the Constitution.
- No recordings of ICB meetings by external parties are permitted unless explicitly authorised by the ICB.

6. Breaches of the ICB Etiquette

Where there is evidence that the ICB Etiquette Policy has been breached, the Chair, with guidance from the ICB Board Secretary, will recommend the necessary action to be taken. Any meeting to discuss breaches of etiquette will take place with the presence of the member accused of inappropriate behaviour, in accordance with the ICBs Code of Conduct, where applicable.

Board behaviour and performance, collectively and individually, will be reviewed as part of an annual evaluation process.

Appendix D

LIST OF GP PRACTICES

Area	ICB	Primary Care Network Name	Practice Code	Practice name	Senior partner / Organisation	Partners	Main or Branch	Address in one cell
Lincolnshire	Lincolnshire	K2 Grantham	C82076	The Welby Surgery	Thompson J	Thompson, Richardson (NCP)	Main	17A Walford Close, Bottesford, NG13 0AN
Lincolnshire	Lincolnshire	K2 Grantham	C82076 (b)	The Welby Practice (Harlaxton)	Thompson J	Thompson, Richardson (NCP)	Branch	Swine Hill Harlaxton Grantham NG32 1HT
Lincolnshire	Lincolnshire	K2 Grantham	C82076 (b)	The Welby Practice (Waltham)	Thompson J	Thompson, Richardson (NCP)	Branch	Bescaby Lane Waltham on the Wolds Leicestershire LE14 4AB
Lincolnshire	Lincolnshire	K2 Grantham	C82076 (b)	Belvoir Vale Surgery	Thompson J	Thompson, Richardson (NCP)	Branch	17A Walford Close Bottesford Notts NG13 0AN
Lincolnshire	Lincolnshire	Marina	C83001	Portland Medical Practice	Hindocha S	Hindocha, Paterson	Main	60 Portland Street, Lincoln, LN5 7LB
Lincolnshire	Lincolnshire	Marina	C83001 (b)	Portland Medical Practice (Newland HC)	Hindocha S	Hindocha, Paterson	Branch	34 Newland Lincoln LN1 1XP
Lincolnshire	Lincolnshire	Marina	C83001 (b)	University of Lincoln Health Service	Hindocha S	Hindocha, Paterson	Branch	Lincoln University Campus Way Lincoln Brayford Pool LN6 7GA
Lincolnshire	Lincolnshire	South Lincoln	C83002	Navenby Cliff Villages Surgery	McLoughlin J	McLoughin, Beet	Main	Grantham Road, Navenby, LN5 0JJ
Lincolnshire	Lincolnshire	South Lincoln	C83002 (b)	Navenby Surgery Cliff Villages (Waddington)	McLoughlin J	McLoughin, Beet	Branch	Mere Road Waddington Lincs LN5 9NX
Lincolnshire	Lincolnshire	SL (Spalding & Market Deeping)	C83003	Beechfield Medical Centre	Anand Babu J	Anand Babu, Khan	Main	Beechfield Gardens, Spalding, PE11 1UN
Lincolnshire	Lincolnshire	Boston	C83004	Liquorpond Surgery	Lowe S	Lowe, Blakey (NCP)	Main	10 Liquorpond Street, Boston, PE21 8UE
Lincolnshire	Lincolnshire	SOLAS	C83005	The Spilsby Surgery	Savory S	Savory, Howarth, Dr Vongai Shuro	Main	Bull Yard, Spilsby, PE23 5LG
Lincolnshire	Lincolnshire	Four Counties	C83007	Lakeside Healthcare Stamford (Sheepmarket)	Eames T	Mackin (NCP), Eames, Banner, Chorbadjian, Cole, Cook, Dronfield, Hall, Langdon, Lijesen, MacDonald, Noble, Pears, Watt, Wheatley, Ashley-Norman, Baxter Richard, Baxter Robin, Betts-Masters, Bhari, Bhatia, Bowie, Cattigan, Dhanushan,	Main	Ryhall Road, Stamford, PE9 1YA
Lincolnshire	Lincolnshire	Four Counties	C83007 (b)	Lakeside Healthcare Stamford (St Marys)	Eames T	Mackin (NCP), Eames, Banner, Chorbadjian, Cole, Cook, Dronfield, Hall, Langdon, Lijesen, MacDonald, Noble, Pears, Watt, Wheatley, Ashley-Norman, Baxter Richard, Baxter Robin, Betts-Masters, Bhari, Bhatia, Bowie, Cattigan, Dhanushan,	Branch	Wharf Road Stamford Lincs PE9 2DH
Lincolnshire	Lincolnshire	K2 Grantham	C83008	Swingbridge Surgery	Thompson J	Thompson, Richardson (NCP)	Main	Swingbridge Road, Grantham, NG31 7XT
Lincolnshire	Lincolnshire	IMP	C83009	Lindum Medical Practice	Eldridge R	Backhouse, Eldridge, Amirthalingam	Main	1 Cabourne Court, Lincoln, LN2 2JP
Lincolnshire	Lincolnshire	Boston	C83010	Parkside Medical Centre	Kiss A	Kiss, Lawal	Main	Tawney Street, Boston, PE21 6PF
Lincolnshire	Lincolnshire	K2 Sleaford	C83011	Millview Medical Centre	Shrouder R	Shrouder, Kasinathan, Revu	Main	1 Sleaford Road, Heckington, NG34 9QP
Lincolnshire	Lincolnshire	K2 Sleaford	C83013	Ruskington Medical Practice	Ryder T	Ryder	Main	Brookside Close, Ruskington, NG34 9GQ
Lincolnshire	Lincolnshire	Apex	C83014	Boultham Park Medical Practice	Coffey J	Coffey, Jackson, Oteri	Main	Boultham Park Road, Lincoln, LN6 7SS
Lincolnshire	Lincolnshire	Boston	C83015	Swineshead Medical Group	Kelly C	Kelly, Alam, Whitfield	Main	Fairfax House, Swineshead, PE20 3JE
Lincolnshire	Lincolnshire	Trent Care Network	C83018	Cleveland Surgery	Thompson J	Thompson, Richardson (NCP)	Main	Vanessa Drive, Gainsborough, DN21 2UQ
Lincolnshire	Lincolnshire	First Coastal	C83019	Beacon Medical Practice	Rashid R	Rashid, Chaggar, Piyatissa, Quevedo-Soriano, Stumpf	Main	Churchill Avenue, Skegness, PE25 2RN
Lincolnshire	Lincolnshire	First Coastal	C83019 (b)	Beacon Medical Practice (Chapel St)	Rashid R	Rashid, Chaggar, Piyatissa, Quevedo-Soriano, Stumpf	Branch	Ancaster Ave Chapel St Leonards Lincs PE24 5SL
Lincolnshire	Lincolnshire	First Coastal	C83019 (b)	Beacon Medical Practice (Ingoldmells)	Rashid R	Rashid, Chaggar, Piyatissa, Quevedo-Soriano, Stumpf	Branch	Skegness Road Ingoldmells Skegness PE25 1JL
Lincolnshire	Lincolnshire	First Coastal	C83019 (b)	Beacon Medical Practice (Annexe)	Rashid R	Rashid, Chaggar, Piyatissa, Quevedo-Soriano, Stumpf	Branch	Churchill Avenue Annexe Skegness Lincs PE25 2RN

Lincolnshire	Lincolnshire	K2 Sleaford	C83020	Ancaster Surgery	Robinson S	Down (NCP), Robinson	Main	12 Ermine Street, Ancaster, NG32 3PP
Lincolnshire	Lincolnshire	SL (Spalding & Market Deeping)	C83022	Munro Medical Centre	Wheatley G	Wheatley, Hare (NCP)	Main	West Elloe Avenue, Spalding, PE11 2BY
Lincolnshire	Lincolnshire	SL (Spalding & Market Deeping)	C83022	Munro Medical Centre (Church Walk)	Wheatley G	Wheatley, Hare (NCP)	Branch	Pinchbeck Spalding Lincs PE11 3RD
Lincolnshire	Lincolnshire	K2 Sleaford	C83023	Sleaford Medical Group	Bhandal S	Bhandal, Da Silva, Pardoe	Main	47 Boston Road, Sleaford, NG34 7HD
Lincolnshire	Lincolnshire	K2 Grantham	C83024	Glenside Country Practice (Grantham)	Ray R	Ray Ritabrata, Ray Srobona (NCP)	Main	12B High Street, Castle Bytham, NG33 4RZ
Lincolnshire	Lincolnshire	K2 Grantham	C83024 (b)	Glenside Country Practice (Corby)	Ray R	Ray Ritabrata, Ray Srobona (NCP)	Branch	St John's Drive Corby Glen Lincs NG33 4LY
Lincolnshire	Lincolnshire	Apex	C83025	Richmond Medical Centre	Thornton D	Krishnamoorthy, Thornton, Chingale, Vinod	Main	Moor Lane, North Hykeham, LN6 9AY
Lincolnshire	Lincolnshire	Apex	C83025 (b)	Richmond Medical Centre (Crossroads)	Thornton D	Krishnamoorthy, Thornton, Chingale, Vinod	Branch	Lincoln Road North Hykeham Lincoln LN6 8NH
Lincolnshire	Lincolnshire	SL (Spalding & Market Deeping)	C83026	The Deepings Practice	Phipps J	Phipps, Akram, Asim, Davies, Chaudhry, Ismail, Wade	Main	Godsey Lane, Market Deeping, PE6 8DD
Lincolnshire	Lincolnshire	SL (Spalding & Market Deeping)	C83027	The Deepings Practice (Glinton)	Phipps J	Phipps, Akram, Asim, Davies, Chaudhry, Ismail, Wade	Branch	3/4 The Green Glinton PE6 7JN
Lincolnshire	Lincolnshire	East Lindsey	C83027	Horncastle Medical Group	Watkins T	Watkins, Humphry, Efekodo, Mughal	Main	The Old Vicarage, Horncastle, LN9 6AL
Lincolnshire	Lincolnshire	SL (Rural)	C83028	Holbeach Medical Centre	Mani V	Mani, Gunasekara	Main	Park Road, Holbeach, PE12 7EE
Lincolnshire	Lincolnshire	South Lincoln	C83029	The Branston and Heighington Family Practice	Mahalingam M	Mahalingam	Main	Station Road, Branston, LN4 1LH
Lincolnshire	Lincolnshire	K2 Sleaford	C83030	Billinghay Medical Practice	Leeper K	Passfield, Raja	Main	39 High Street, Billinghay, LN4 4AU
Lincolnshire	Lincolnshire	IMP	C83031	Nettleham Medical Practice	Waller S	Waller, Sheehan, Williams, McParland, Okafor	Main	14 Lodge Lane, Nettleham, LN2 2RS
Lincolnshire	Lincolnshire	IMP	C83031 (b)	Nettleham Medical Practice (Cherry Willingham Surgery)	Waller S	Waller, Sheehan, Williams, McParland, Okafor	Branch	The Parade Cherry Willingham Lincs LN3 4JL
Lincolnshire	Lincolnshire	SOLAS	C83032	Merton Lodge	Tant M	Tant	Main	33 West Street, Alford, LN13 9HT
Lincolnshire	Lincolnshire	Trent Care Network	C83033	Hibaldstow Medical Practice	Malson D	Vessey, Malson	Main	11 Church Street, Hibaldstow, DN20 9ED
Lincolnshire	Lincolnshire	Trent Care Network	C83033 (b)	Hibaldstow Medical Practice (Waddingham)	Malson D	Vessey, Malson	Branch	Jubilee Hall Common Road Waddingham Lincs DN21 4SX
Lincolnshire	Lincolnshire	Four Counties	C83035	Hereward Medical Centre	Wheatley I	Mackin (NCP), Eames, Banner, Chorbadjian, Cole, Cook, Dronfield, Hall, Langdon, Lijesen, MacDonald, Noble, Pears, Watt, Wheatley, Williams, Ashley-Norman, Baxter Richard, Baxter Robin, Betts-Masters, Bhari, Bhatia, Bowie, Cattigan,	Main	Exeter Street, Bourne, PE10 9XR
Lincolnshire	Lincolnshire	SL (Rural)	C83036	Gosberton Medical Centre	Morsy M	Morsy, Rushworth, Kavati	Main	Lowgate, Gosberton, PE11 4NL
Lincolnshire	Lincolnshire	IMP	C83037	Welton Family Health Centre	Lumley A	Lumley, Bletcher	Main	4 Cliff Road, Welton, LN2 3JH
Lincolnshire	Lincolnshire	IMP	C83037 (b)	Welton Family Health Centre	Lumley A	Lumley, Bletcher	Branch	Sunnyside Cliff Road Welton Lincs LN2 3JH
Lincolnshire	Lincolnshire	Trent Care Network	C83038	The Glebe Practice	Ash C	Ash, Gopee	Main	85 Sykes Lane, Saxilby, LN1 2NU
Lincolnshire	Lincolnshire	SL (Rural)	C83039	Moulton Medical Centre	Jones D	Jones, Dias	Main	High Street, Moulton, PE12 6QB
Lincolnshire	Lincolnshire	K2 Grantham	C83040	St Peters Hill Surgery	Parkin M	Parkin, Pardoe, Pilbeam, Udom	Main	15 St Peters Hill, Grantham, NG31 6QA
Lincolnshire	Lincolnshire	Apex	C83041	Woodland Medical Practice	Sowerby R	Sowerby, Atkin, Bailey	Main	Jasmin Road, Lincoln, LN6 0QQ

Lincolnshire	Lincolnshire	Marsh Medical Practice	C83042	Marsh Medical Practice	Deaney C	Deaney	Main	Keeling Street, North Somercotes, LN11 7QU
Lincolnshire	Lincolnshire	Market Rasen Surgery	C83042 (b)	Marsh Medical Practice	Deaney C	Deaney	Branch	Mill Road Market Rasen Lincs LN8 3BP
Lincolnshire	Lincolnshire	East Lindsey	C83043	The Surgery	Weeks R	Weeks, Nation, Thomas	Main	Mill Road, Market Rasen, LN8 3BP
Lincolnshire	Lincolnshire	Trent Care Network	C83044	Caskgate Street Surgery	Green N	Green, Jose	Main	3 Caskgate Street, Gainsborough, DN21 2DJ
Lincolnshire	Lincolnshire	First Coastal	C83045	Hawthorn Medical Practice	Saeed Z	Saeed, Dar, Nair, Gatta, Imran, Malik, McGowan, Yousuff	Main	Hawthorn Road, Skegness, PE25 3TD
Lincolnshire	Lincolnshire	First Coastal	C83045 (b)	Hawthorn Medical Practice (Burgh Le Marsh)	Saeed Z	Saeed, Dar, Nair, Gatta, Imran, Malik, McGowan, Yousuff	Branch	Burgh Surgery Wainfleet Road Skegness
Lincolnshire	Lincolnshire	South Lincoln	C83046	The Heath Surgery	Qureshi M	Qureshi	Main	London Road, Bracebridge Heath, LN4 2LA
Lincolnshire	Lincolnshire	K2 Grantham	C83048	St Johns Medical Centre	Mufti S	Mufti Shamaillah, Mufti Shafiq, Singhania,	Main	62 London Road, Grantham, NG31 6HR
Lincolnshire	Lincolnshire	SOLAS	C83049	The Medical Centre	Sinha B	Sinha, Jamil, Virk	Main	Church End, Old Leake, PE22 9LE
Lincolnshire	Lincolnshire	IMP	C83051	Abbey Medical Practice	Peel A	Peel, Dasari, Shukla	Main	63 Monks Road, Lincoln, LN2 5HR
Lincolnshire	Lincolnshire	IMP	C83052	The Ingham Surgery	Sultan M	Sultan Mohamed, Sultan Mai (NCP)	Main	Lincoln Road, Ingham, LN1 2XF
Lincolnshire	Lincolnshire	K2 Grantham	C83053	Colsterworth Surgery	Welsh P	Welsh	Main	Back Lane, Colsterworth, NG33 5NJ
Lincolnshire	Lincolnshire	K2 Grantham	C83053 (b)	Colsterworth Surgery (South Witham)	Welsh P	Welsh	Branch	12 Church Street South Witham Lincs NG33 5PJ
Lincolnshire	Lincolnshire	SL (Rural)	C83054	Bourne Galletly Practice Team	Wright	Robinson (NCP), Cregor, Wright, Mitchell	Main	The Surgery, Bourne, PE10 9BT
Lincolnshire	Lincolnshire	SOLAS	C83055	The Surgery	Busch T	Busch, Moore, Campbell-Owen,	Main	Main Road, Stickney, PE22 8AA
Lincolnshire	Lincolnshire	Meridan	C83056	East Lindsey Medical Group	Parkes N	Parkes, Kamath, Camm	Main	153 Newmarket, Louth, LN11 9EH
Lincolnshire	Lincolnshire	Meridan	C83056 (b)	East Lindsey Medical Group (The Wolds)	Parkes N	Parkes, Kamath, Camm	Branch	West Road Tetford Nr Horncastle LN9 7QP
Lincolnshire	Lincolnshire	Boston	C83057	Kirton Medical Centre	Bunting N	Bunting, Lowe, Boyle	Main	Boston Road, Kirton, PE20 1DS
Lincolnshire	Lincolnshire	South Lincoln	C83058	Washingborough Family Practice	Ridout J	Rai, Ridout, Owen, Rhodes	Main	School Lane, Washingborough, LN4 1BN
Lincolnshire	Lincolnshire	South Lincoln	C83058 (b)	Washingborough Surgery (Branston Branch)	Ridout J	Rai, Ridout, Owen, Rhodes	Branch	Linden Avenue Branston Lincs LN4 1NZ
Lincolnshire	Lincolnshire	Boston	C83059	Greyfriars Surgery	Doddrell A	Doddrell, Niemotko, Oranugo	Main	South Square, Boston, PE21 6JU
Lincolnshire	Lincolnshire	Boston	C83060	The Sidings Medical Practice (Westside Surgery)	LCHS	Sleaford Road Boston Lincs PE21 8EG	Main	Sleaford Road, Boston, PE21 8EG
Lincolnshire	Lincolnshire	Boston	C83060 (b)	The Sidings Medical Practice (Stuart House)	LCHS	Sleaford Road Medical Centre Boston Lincs PE21 8EG	Branch	
Lincolnshire	Lincolnshire	East Lindsey	C83061	The North Thoresby Surgery	Harris	Macrorie, Mitra, Vennila, Sylwia Kucharuk, Onaji, Varah	Main	Highfield Road, North Thoresby, DN36 5RT
Lincolnshire	Lincolnshire	East Lindsey	C83061 (b)	The North Thoresby Surgery (Holton le Clay)	Harris	Macrorie, Mitra, Vennila, Sylwia Kucharuk, Onaji, Varah	Branch	Lancaster Gate Holton le Clay North East Lincolnshire DN36 5YS
Lincolnshire	Lincolnshire	South Lincoln	C83062	Church Walk Surgery	Buffey A	Buffey Andrew, Buffey Kari (NCP)	Main	Drury Street, Metheringham, LN4 3EZ
Lincolnshire	Lincolnshire	SL (Rural)	C83063	Long Sutton Medical Centre	Gleave A	Gleave, Chabbria, Hossany, Ramamoorthy, Durairaj	Main	Trafalgar Square, Long Sutton, PE12 9HB

Lincolnshire	Lincolnshire	SL (Rural)	C83063 (b)	Long Sutton Medical Centre (Sutton Bridge HC)	Gleave A	Gleave, Chabbria, Hossany, Ramamoorthy, Durairaj	Branch	Railway Lane Sutton Bridge Lincs PE12 9UZ
Lincolnshire	Lincolnshire	First Coastal	C83064	Marisco Medical Practice	Lowe S	Lowe Simon, Low Marlene (NCP), Blakey (NCP)	Main	Stanley Avenue, Mablethorpe, LN12 1DP
Lincolnshire	Lincolnshire	First Coastal	C83064 (b)	Marisco Medical Practice (Broadway)	Lowe S	Lowe Simon, Low Marlene (NCP), Blakey (NCP)	Branch	Sutton On Sea Mablethorpe Lincs LN12 2JN
Lincolnshire	Lincolnshire	SL (Rural)	C83065	Littlebury Medical Centre	Ajumal S	Ajumal, Mughal	Main	Fishpond Lane, Holbeach, PE12 7DE
Lincolnshire	Lincolnshire	K2 Grantham	C83067	The Medical Centre	Longfield S	Longfield, Montague, Watson	Main	Dring's Field, Long Bennington, NG23 5FR
Lincolnshire	Lincolnshire	Apex	C83071	Newark Road Surgery	Marshall I	Marshall, Whitlow	Main	501A Newark Road, Lincoln, LN6 8RT
Lincolnshire	Lincolnshire	IMP	C83072	Minster Medical Practice	Gibbs J	Gibbs, Batty, Fitzgerald, Mehrota	Main	Cabourne Court, Lincoln, LN2 2JP
Lincolnshire	Lincolnshire	IMP	C83073	Cliff House Medical Practice	Mrs Ansari		Main	82 Burton Road, Lincoln, LN1 3LJ
Lincolnshire	Lincolnshire	IMP	C83074	Willingham Surgery	Lane D	Lane Daniel, Lane Cathryn (NCP)	Main	High Street, Willingham By Stow, DN21 5JZ
Lincolnshire	Lincolnshire	IMP	C83074 (b)	Willingham Surgery (Corringham)	Lane D	Lane Daniel, Lane Cathryn (NCP)	Branch	38A Middle Street Corringham Lincs DN21 5QS
Lincolnshire	Lincolnshire	IMP	C83074 (b)	Willingham Surgery (Marton)	Lane D	Lane Daniel, Lane Cathryn (NCP)	Branch	The Old Court Yard Marton Lincs DN21 5XX
Lincolnshire	Lincolnshire	K2 Grantham	C83075	Vine House	Baker D	Baker, Mucherla, McIntosh (NCP), Van Biljon	Main	Vine Street, Grantham, NG31 6RQ
Lincolnshire	Lincolnshire	South Lincoln	C83078	Brant Road & Springcliff Surgery	Perry C	Perry, Aubrey, Hurst	Main	291 Brant Road, Lincoln, LN5 9AB
Lincolnshire	Lincolnshire	IMP	C83079	Glebe Park Surgery	Jackson-Lawrence	Awad, Jackson-Lawrence	Main	17 Montaigne Crescent, Lincoln, LN2 4QN
Lincolnshire	Lincolnshire	K2 Grantham	C83080	The Harrowby Lane Surgery	Allsebrook I	Allsebrook	Main	Harrowby Lane, Grantham, NG31 9NS
Lincolnshire	Lincolnshire	Apex	C83082	Birchwood Medical Practice	Smith R	Smith, Armstrong, Gough, Mark, Williams, Rameez	Main	Jasmin Road, Lincoln, LN6 0QQ
Lincolnshire	Lincolnshire	East Lindsey	C83083	The New Coningsby Surgery	Thompson J	Thompson, Richardson (NCP)	Main	20 Silver Street, Coningsby, LN4 4SG
Lincolnshire	Lincolnshire	Meridian	C83085	James Street Family Practice	Ko S	Rotherham (NCP), Ko, Mathew, Amer, Henderson, Waddoups, Selby (NCP)	Main	49 James Street, Louth, LN11 0JN
Lincolnshire	Lincolnshire	South Lincoln	C83611	Bassingham Surgery	Bridgwood P	Bridgwood, Hargreaves, Wilson	Main	20 Torgate Lane, Bassingham, LN5 9HF
Lincolnshire	Lincolnshire	East Lindsey	C83613	The Health Centre	Sambhangi S	Sambhangi	Main	Dale View, Caistor, LN7 6NX
Lincolnshire	Lincolnshire	SL (Rural)	C83614	The Surgery	Hughes A	Hughes	Main	Spalding Road, Sutterton, PE20 2ET
Lincolnshire	Lincolnshire	SL (Rural)	C83617	Abbeyview Surgery	Banerjee A	Banerjee, England	Main	Crowland Health Centre, Crowland, PE6 0AL
Lincolnshire	Lincolnshire	Marina	C83626	Brayford Medical Practice	Li Wan Po G	Li Wan Po George, Li Wan Po Rachel	Main	Newland Health Centre, Lincoln, LN1 1XP
Lincolnshire	Lincolnshire	SL (Spalding & Market Deeping)	C83631	The Spalding GP Surgery	LCHS		Main	Johnson Community Hospital, Pinchbeck, PE11 3DT
Lincolnshire	Lincolnshire	East Lindsey	C83634	Tasburgh Lodge	Ko S	Ko, Mathew, Amer, Henderson, Waddoups	Main	30 Victoria Avenue, Woodhall Spa, LN10 6TX
Lincolnshire	Lincolnshire	East Lindsey	C83635	Woodhall Spa New Surgery	Hyde C	Hyde, Berry, Gibbon, Baker	Main	The Broadway, Woodhall Spa, LN10 6SQ
Lincolnshire	Lincolnshire	East Lindsey	C83635 (b)	Woodhall Spa New Surgery (Bardney)	Hyde C	Hyde, Berry, Gibbon, Baker	Branch	Horncastle Road Bardney Lincoln LN3 5SU

Lincolnshire	Lincolnshire	Trent Care Network	C83641	Trent Valley Surgery	Nagappa S	Lakshmipathi, Nagappa	Main	85 Sykes Lane, Saxilby, LN1 2NU
Lincolnshire	Lincolnshire	Trent Care Network	C83641 (b)	Trent Valley Surgery (Torksey)	Nagappa S	Lakshmipathi, Nagappa	Branch	Main Street Torksey Lincs LN1 2EE
Lincolnshire	Lincolnshire	East Lindsey	C83643	Binbrook Surgery	Burton G	Burton, Shaw (NCP)	Main	Back Lane, Binbrook, LN8 6ED
Lincolnshire	Lincolnshire	K2 Grantham	C83649	The Market Cross Surgery	Elder J	Elder, Steel	Main	Bourne Road, Corby Glen, NG33 4BB
Lincolnshire	Lincolnshire	East Lindsey	C83650	The Wragby Surgery	Burton G	Burton	Main	Old Grammar School Way, Wragby, LN8 5DA
Lincolnshire	Lincolnshire	K2 Sleaford	Y01652	The New Springwells Practice	Parry J	Parry, Keck	Main	The Surgery, Billingborough, NG34 0QQ