

**MEETING OF THE NHS LINCOLNSHIRE
INTEGRATED CARE BOARD
TO BE HELD ON
FRIDAY, 1ST JULY 2022
BRIDGE HOUSE, THE POINT, SLEAFORD
at 9.45 AM TO 11.00 AM**

Definition of a conflict of interest:

‘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.

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).

NHS Lincolnshire Integrated Care Board Public Meeting

Date: Friday, 1st July 2022

Time: 9.45 am to 11.00 am

Location: Bridge House, Sleaford

AGENDA

ITEM NUMBER	ACTION	ENCLOSURE/ VERBAL	LEAD	TIME	
STANDING ITEMS					
1.	Welcome and Introduction by the ICB Chair <ul style="list-style-type: none"> Apologies for Absence Declarations of pecuniary and non-pecuniary interests and conflict of interests 	-	Verbal	Sir Andrew Cash	9.45
GOVERNANCE					
2.	Introductory comments on the establishment, context and challenges for the Lincolnshire Integrated Care System and ICB	Note	Verbal	John Turner	9.50
3.	ICB Constitution: Note the ICB Constitution, including Standing Orders	Note	Enclosure	Pete Burnett/ Jules Ellis-Fenwick	10.00
4.	Key Governance documents: <ol style="list-style-type: none"> Approve the Standing Financial Instructions Approve the Scheme of Reservation and Delegation Governance Handbook, including Functions and Decisions Map and Committee Handbook 	Approve	Enclosures	Matt Gaunt Matt Gaunt Pete Burnett/ Jules Ellis-Fenwick	10.10
5.	Agreements: <ol style="list-style-type: none"> Delegation of Services from NHS England to Integrated Care Boards – Primary Medical Services Agreement 	Approve	Enclosure	Sandra Williamson	10.25

ITEM NUMBER	ACTION	ENCLOSURE/ VERBAL	LEAD	TIME	
6.	ICB Committees: I. Establish ICB Committees, appoint the Chairs of the ICB Committees and agree the Terms of Reference II. Appoint the memberships of ICB Committees	Consider and approve	Enclosures	Sir Andrew Cash/ John Turner	10.30
7.	ICB Policies: Approve the Standards of Business Conduct and Conflicts of Interest Policy and agree to the approach taken in relation to other key ICB policies	Approve	Enclosures	Pete Burnett/ Jules Ellis-Fenwick	10.40
8.	Special/lead roles on the Board: I. To appoint the Conflicts of Interest Guardian II. To appoint the Freedom to Speak Up Guardian	Consider and approve	Verbal	Sir Andrew Cash	10.45
9.	Integrated Care Partnership: I. To agree to the establishment of the Integrated Care Partnership II. To agree the ICB founder member of the Integrated Care Partnership	Consider and approve	Enclosure	Sir Andrew Cash/ John Turner	10.50
INFORMATION					
10.	Schedule of proposed Board meetings and Committee meetings	Note	Enclosure	Sir Andrew Cash	10.55
11.	The next meeting of the ICB Board will take place on Tuesday, 26 th July 2022 at 9.00 am at Bridge House, Sleaford	Note	Verbal	Sir Andrew Cash	11.00

Please send apologies to: Jules Ellis-Fenwick, ICB Board Secretary via email at: julieellis1@nhs.net

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 – julieellis1@nhs.net

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.

Public Meeting of NHS Lincolnshire Integrated Care Board

Date: Friday, 1st July 2022

Location: Bridge House, Sleaford

Agenda Number:	Three
Title of Report:	NHS Lincolnshire ICB Constitution and Standing Orders
Report Author:	Peter Burnett – Director of Strategic Planning, Integration and Partnerships
Appendices:	

1.	Key Points for Discussion:
<p>Under the Health and Care Act 2022, Integrated Care Boards (ICBs) will be established on 1 July 2022. Each ICB will have a Constitution and Standing Orders setting out the Board membership and governance arrangements for the organisation.</p> <p>The NHS Lincolnshire ICB Constitution and Standing Orders was submitted to NHS England in May 2022 and approved on 1 June 2022.</p> <p>Following the approval of the Constitution and Standing Orders they were published on the NHS England website and NHSE will bring the Constitution into effect through the order that will establish ICBs on 1 July 2022.</p>	
2.	Recommendations
<p>The NHS Lincolnshire ICB Board is requested to:</p> <ul style="list-style-type: none"> • Note the process taken in developing the Constitution and engagement with other organisations in the ICS. • Approval of the Constitution and that it has now been brought into effect on the establishment of the ICB. 	
3.	Executive Summary
<p>Under the Health and Care Act 2022, Integrated Care Boards (ICBs) will be established on 1 July 2022. Each ICB is required to have a Constitution and the act sets out proposed statutory requirements as to what must be included in the Constitution.</p> <p>The Constitution and Standing orders are key documents for each ICB that sets out various matters including the arrangements that it has made to discharge its functions and those of its Board; its key processes for decision making, (including arrangements for ensuring openness and transparency in the decision making of the ICB and its board) and arrangements for managing conflicts of interest.</p>	

To support the process NHS England developed a Model Constitution Template as a starting point. This was accompanied by a set of Supporting Notes and Transcript Numbers.

During the process of preparing for the establishment of the ICB, Lincolnshire Clinical Commissioning Groups, working with designate ICB leaders, have engaged with key local stakeholders in developing the constitutions for NHS Lincolnshire ICB before proposing them to NHS England. This included engagement with each of the NHS Provider Trust/Foundation Trusts, CCG and the Local Authority.

The Model Constitution Template was updated on several occasions in recent months to reflect the latest changes to legislation as it has passed through the parliamentary process.

Prior to the submission of the Constitution to NHS England it was reviewed by the CCG legal advisors Capsticks.

As part of the process to establish the ICB, the CCG was required to submit several iterations of its proposed ICB Constitution to NHSE, which have been considered and feedback provided, and the final version approved on the 1 June 2022.

The Audit and Risk Committee will be requested to review the Constitution during the first nine months of the ICB and to recommend any amendments to the ICB Board.

The procedures for ICBs to apply to NHS England for Constitution changes has not yet been published. However, any proposed amendments will need to be made in line with the requirements published by NHS England.

Each ICB's supplementary governance documents, for example details of Committees it is establishing is contained in the ICB Governance Handbook, which subject to approval by the ICB Board will be published on the ICB website.

4.	Management of Conflicts of Interest
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The Constitution sets out the arrangements for managing Conflict of Interests

5.	Risk and Assurance
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Not applicable in relation to this paper

6.	Financial/Resource Implications
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The Constitution identifies the procedures for the ICB to make decisions

7.	Legal, Policy and Regulatory Requirements
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As defined under the Executive Summary section.

8.	Health Inequalities implications
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Tackling health inequalities is referred to in the ICB Governance Handbook as one of the four key aims of an ICS which is to tackle inequalities in outcomes, experience, and access.

9.	Equality and Diversity implications
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Not applicable to this paper.

10.	Patient and Public Involvement (including Communications and Engagement)
The Constitution identifies the arrangements for public involvement.	
11.	Report previously presented at:
Not applicable	
12.	Sponsoring Director/Partner Member/Non-Executive Director
Mr John Turner, NHS Lincolnshire ICB, Chief Executive	



Lincolnshire
Integrated Care Board

NHS Lincolnshire Integrated Care Board

CONSTITUTION

Document Control Sheet

Document Title	ICB Constitution
Version	1.0
Effective Date	1st July 2022
Author(s)	Jules Ellis-Fenwick, CCG Board Secretary
Date	July 2022

Document history			
Version	Date	Author	Comments
1.	July 2022	Jules Ellis-Fenwick, CCG Board Secretary	

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1. Introduction

1.1 Background/ Foreword

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 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

Each ICS is comprised of an Integrated Care Board (ICB), NHS Providers, the local authorities, and other local partners in a given geographical area. An Integrated Care Board has the function of arranging for the provision of services for the purposes of the health service in accordance with the National Health Service Act 2006 and 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 ICP must prepare an Integrated Care Strategy setting out how the assessed needs in relation to its area are met. The Terms of Reference for the ICP and the Health and Wellbeing Board, a local authority function, will be aligned to this Constitution to ensure the ICS meets the health and care needs of the population in its area and delivers its agreed vision of 'Better Lives for the people of Lincolnshire'. The name of the ICS is 'Better Lives Lincolnshire'.

The following partner organisations are part of the Lincolnshire ICS:

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

1.2 Name

1.2.1 The name of this Integrated Care Board is NHS Lincolnshire Integrated Care Board (“the ICB”).

1.3 Area Covered by the Integrated Care Board

1.3.1 The geographical area covered by the ICB is Lincolnshire which is served by seven District and Borough Councils (Borough of Boston, District of East Lindsey, City of Lincoln, District of North Kesteven, District of South Holland, District of South Kesteven, District of West Lindsey and led by one upper tier Local Authority which are fully coterminous and supported by the registered primary care practice populations in Lincolnshire.

1.3.2 The upper tier Local Authority is Lincolnshire County Council.

1.4 Statutory Framework

1.4.1 The ICB is established by order made by NHS England under powers in the 2006 Act.

1.4.2 The 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 and is an NHS body for the purposes of the 2006 Act.

1.4.3 The main powers and duties of the ICB to commission certain health services are set out in sections 3 and 3A of the 2006 Act. These provisions are supplemented by other statutory powers and duties that apply to ICBs, as well as by regulations and directions (including, but not limited to, those made under the 2006 Act).

1.4.4 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

1.4.5 The ICB must act in a way that is consistent with its statutory functions, both powers and duties. Many of these statutory functions are set out in the 2006 Act but there are also other specific pieces of legislation that apply to ICBs.

Examples include, but are not limited to, the Equality Act 2010 and the Children Acts.

Some of the statutory functions that apply to ICBs take the form of general statutory duties, which the ICB must comply with when exercising its functions. These duties include but are not limited to:

- a) Having regard to and acting in a way that promotes the NHS Constitution (section 2 of the Health Act 2009 and section 14Z32 of the 2006 Act);
- b) Exercising its functions effectively, efficiently and economically (section 14Z33 of the 2006 Act);
- c) Duties in relation children including safeguarding, promoting welfare etc (including the Children Acts 1989 and 2004, and the Children and Families Act 2014):
- d) Adult safeguarding and carers (the Care Act 2014):
- e) Equality, including the public-sector equality duty (under the Equality Act 2010) and the duty as to health inequalities (section 14Z35); and
- f) Information law, (for instance, data protection laws, such as the UK General Data Protection Regulation 2016/679 and Data Protection Act 2018, and the Freedom of Information Act 2000):
- g) Provisions of the Civil Contingencies Act 2004.

1.4.6 The ICB is subject to an annual assessment of its performance by NHS England which is also required to publish a report containing a summary of the results of its assessment.

1.4.7 The performance assessment will assess how well the ICB has discharged its functions during that year and will, in particular, include an assessment of how well it has discharged its duties under:

- a) section 14Z34 (improvement in quality of services),
- b) section 14Z35 (reducing inequalities),
- c) section 14Z38 (obtaining appropriate advice),
- d) section 14Z40 (duty in respect of research)
- e) section 14Z43 (duty to have regard to effect of decisions)
- f) section 14Z44 (public involvement and consultation),
- g) sections 223GB to 223N (financial duties), and
- h) section 116B(1) of the Local Government and Public Involvement in Health Act 2007 (duty to have regard to assessments and strategies).

1.4.8 NHS England has powers to obtain information from the ICB (section 14Z60 of the 2006 Act) and to intervene where it is satisfied that the ICB is failing, or has failed, to discharge any of its functions or that there is a significant risk that it will fail to do so (section 14Z61).

1.5 Status of this Constitution

- 1.5.1 The ICB was established on 1st July 2022 by [*name and reference of establishment order*], which made provision for its Constitution by reference to this document.
- 1.5.2 This Constitution must be reviewed and maintained in line with any agreements with, and requirements of, NHS England set out in writing at establishment.
- 1.5.3 Changes to this Constitution will not be implemented until, and are only effective from, the date of approval by NHS England.

1.6 Variation of this Constitution

- 1.6.1 In accordance with paragraph 15 of Schedule 1B to the 2006 Act this Constitution may be varied in accordance with the procedure set out in this paragraph. The Constitution can only be varied in two circumstances:
- a) where the ICB applies to NHS England in accordance with NHS England's published procedure and that application is approved; and
 - b) where NHS England varies the Constitution of its own initiative, (other than on application by the ICB).
- 1.6.2 The procedure for proposal and agreement of variations to the Constitution is as follows:
- a) The Chief Executive may periodically propose minor amendments to the Constitution which shall be considered and approved by the ICB prior to submission to NHS England.
 - b) Where the changes are thought to have a material impact then consultation will need to take place with the ICB Chair and relevant Partner organisations as detailed in Section 1.1. The proposed changes will then be presented to the ICB for approval prior to submission to NHS England.
 - c) Proposed amendments to this Constitution will not be implemented until an application to NHS England for variation has been approved.

1.7 Related Documents

- 1.7.1 This Constitution is also supported by a number of documents which provide further details on how governance arrangements in the ICB will operate.
- 1.7.2 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 processes to appoint the ICB Committees.

1.7.3 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.
- d) **The ICB Governance Handbook** – This brings together all the ICB’s governance documents, so it is easy for interested people to navigate. It includes:
- The above documents (a - c)
 - Terms of reference for all committees and sub-committees of the board that exercise ICB functions.
 - Delegation arrangements for all instances where ICB functions are delegated, in accordance with section 65Z5 of the 2006 Act, to another ICB, NHS England, an NHS trust, NHS foundation trust, local authority, combined authority or any other prescribed body; or to a joint committee of the ICB and one of those organisations in accordance with section 65Z6 of the 2006 Act.
 - Terms of reference of any joint committee of the ICB and another ICB, NHS England, an NHS trust, NHS foundation trust, local authority, combined authority or any other prescribed body; or to a joint committee of the ICB and one or those organisations in accordance with section 65Z6 of the 2006 Act.
 - The up to date list of eligible providers of primary medical services under clause 3.6.2
 - Scheme of Reservation and Delegation
 - Committee Terms of Reference Review Dates
 - Financial Procedure Limits

- Committee Handbook (including Terms of Reference templates, Board paper templates)

e) **Key policy documents** – which should also be included in the Governance Handbook or linked to it – including:

- Standards of Business Conduct and Conflicts of Interest Policy and Procedures
- Policy for Public Involvement and Engagement

2 Composition of the Board of the ICB

2.1 Background

- 2.1.1 This part of the Constitution describes the membership of the Integrated Care Board. Further information about the criteria for the roles and how they are appointed is in Section 3.
- 2.1.2 Further information about the individuals who fulfil these roles can be found on our website www.lincolnshire.icb.nhs.uk
- 2.1.3 In accordance with paragraph 3 of Schedule 1B to the 2006 Act, the membership of the ICB (referred to in this constitution as “the board” and members of the ICB are referred to as “board Members”) consists of:
- a) a Chair
 - b) a Chief Executive
 - c) at least three Ordinary members.
- 2.1.4 The membership of the ICB (the board) shall meet as a unitary Board and shall be collectively accountable for the performance of the ICB’s functions.
- 2.1.5 As per NHS England Policy, the ICB has appointed the following additional Ordinary Members:
- a) three Executive members, namely:
 - Director of Finance
 - Medical Director
 - Director of Nursing
 - b) At least two Non-Executive Members
 - c) One Executive Board Mental Health Member
- 2.1.6 The Ordinary Members include at least three members who will bring knowledge and a perspective from their sectors. These members (known as Partner Members) are nominated by the following, and appointed in accordance with the procedures set out in Section 3 below:
- NHS Trusts and Foundation Trusts who provide services within the ICB’s area and are of a prescribed description.
 - The Primary Medical Services (General Practice) providers within the area of the ICB and are of a prescribed description.
 - The local authorities which are responsible for providing Social Care and whose area coincides with or includes the whole or any part of the ICB’s area.

While the Partner Members will bring knowledge and experience from their sector and will contribute the perspective of their sector to the decisions of the board, they are not to act as delegates of those sectors.

2.2 Board Membership

2.2.1 The ICB has Three Partner Members.

- a) Local Authority
- b) NHS Trusts and Foundation Trusts
- c) Primary Medical Services

2.2.2 The ICB has also appointed the following further Ordinary Members: to the board

- a) Three additional Non-Executive Members (in addition to the two Non-Executive Members detailed under Section 2.1.5
- b) Executive Mental Health Member detailed under Section 2.1.5.

2.2.3 The Board is therefore composed of the following members:

- a) Chair
- b) Chief Executive
- c) One Partner Member NHS and Foundation Trusts
- d) One Partner Member Primary Medical Services
- e) One Partner Member Local Authority
- f) Five Non-Executive Members
- g) Director of Finance
- h) Medical Director
- i) Director of Nursing
- j) Executive Board Mental Health Member

2.2.4 The Chair will exercise their function to approve the appointment of the ordinary members with a view to ensuring that at least one of the Ordinary Members will have knowledge and experience in connection with services relating to the prevention, diagnosis and treatment of mental illness.

2.2.5 The Board will keep under review the skills, knowledge, and experience that it considers necessary for members of the board to possess (when taken together) in order for the board effectively to carry out its functions and will take such steps as it considers necessary to address or mitigate any shortcoming.

2.3 Regular Participants and Observers at Board Meetings

2.3.1 The board may invite specified individuals to be Participants or Observers at its meetings in order to inform its decision-making and the discharge of its functions as it sees fit.

2.3.2 Participants will receive advanced copies of the notice, agenda and papers for board meetings. They may be invited to attend any or all of the Board meetings, or part(s) of a meeting by the Chair. Any such person may be invited, at the discretion of the Chair to ask questions and address the meeting but may not vote.

- a) Senior NHS Directors of the ICB (separate to those listed in Section 2.1.5 and as set out in the ICB Governance Handbook)
- b) Chair of the Integrated Care Partnership
- c) Senior Healthwatch Representative
- d) Director of Public Health or Senior Public Health Representative
- e) Representative of the Voluntary and Care Sector

2.3.3 Observers will receive advanced copies of the notice, agenda, and papers for board meetings. They may be invited to attend any or all of the board meetings, or part(s) of a meeting by the Chair. Any such person may not address the meeting and may not vote.

2.3.4 Participants and/or observers may be asked to leave the meeting by the Chair in the event that the Board passes a resolution to exclude the public as per the Standing Orders.

3 Appointments Process for the Board

3.1 Eligibility Criteria for Board Membership:

3.1.1 Each member of the ICB must:

- a) Comply with the criteria of the “fit and proper person test”
- b) Be willing to uphold the Seven Principles of Public Life (known as the Nolan Principles)
- c) Fulfil the requirements relating to relevant experience, knowledge, skills and attributes set out in a role specification.
- d) All individuals appointed to roles on the Board are responsible for familiarising themselves with the eligibility and ineligibility requirements confirming their eligibility prior to appointment and immediately notifying the Chair of the ICB of a change of circumstances that may render them no longer eligible.

3.2 Disqualification Criteria for Board Membership

3.2.1 A Member of Parliament.

3.2.2 A person whose appointment as a Board Member (“the candidate”) is considered by the person making the appointment as one which could reasonably be regarded as undermining the independence of the health service because of the candidate’s involvement with the private healthcare sector or otherwise.

3.2.3 A person who, within the period of five years immediately preceding the date of the proposed appointment, has been convicted—

- a) in the United Kingdom of any offence, or
- b) outside the United Kingdom of an offence which, if committed in any part of the United Kingdom, would constitute a criminal offence in that part, and, in either case, the final outcome of the proceedings was a sentence of imprisonment (whether suspended or not) for a period of not less than three months without the option of a fine.

3.2.4 A person who is subject to a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986, sections 56A to 56K of the Bankruptcy (Scotland) Act 1985 or Schedule 2A to the Insolvency (Northern Ireland) Order 1989 (which relate to bankruptcy restrictions orders and undertakings).

3.2.5 A person who, has been dismissed within the period of five years immediately preceding the date of the proposed appointment, otherwise than because of redundancy, from paid employment by any Health Service Body.

- 3.2.6 A person whose term of appointment as the chair, a member, a director or a governor of a health service body, has been terminated on the grounds:
- a) that it was not in the interests of, or conducive to the good management of, the health service body or of the health service that the person should continue to hold that office
 - b) that the person failed, without reasonable cause, to attend any meeting of that health service body for three successive meetings,
 - c) that the person failed to declare a pecuniary interest or withdraw from consideration of any matter in respect of which that person had a pecuniary interest, or
 - d) of misbehaviour, misconduct or failure to carry out the person's duties;
- 3.2.7 A health care professional (within the meaning of section 14N of the 2006 Act) or other professional person who has at any time been subject to an investigation or proceedings, by any body which regulates or licenses the profession concerned ("the regulatory body"), in connection with the person's fitness to practise or any alleged fraud, the final outcome of which was—
- a) the person's suspension from a register held by the regulatory body, where that suspension has not been terminated
 - b) the person's erasure from such a register, where the person has not been restored to the register
 - c) a decision by the regulatory body which had the effect of preventing the person from practising the profession in question, where that decision has not been superseded, or
 - d) a decision by the regulatory body which had the effect of imposing conditions on the person's practice of the profession in question, where those conditions have not been lifted.
- 3.2.8 A person who is subject to:
- a) a disqualification order or disqualification undertaking under the Company Directors Disqualification Act 1986 or the Company Directors Disqualification (Northern Ireland) Order 2002, or
 - b) an order made under section 429(2) of the Insolvency Act 1986 (disabilities on revocation of administration order against an individual).
- 3.2.9 A person who has at any time been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commissioners for England and Wales, the Charity Commission, the Charity Commission for Northern Ireland or the High Court, on the grounds of misconduct or mismanagement in the administration of the charity for which the person was responsible, to which the person was privy, or which the person by their conduct contributed to or facilitated.

- 3.2.10 A person who has at any time been removed, or is suspended, from the management or control of any body under—
- a) section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990(f) (powers of the Court of Session to deal with the management of charities), or
 - b) section 34(5) or of the Charities and Trustee Investment (Scotland) Act 2005 (powers of the Court of Session to deal with the management of charities).

3.3 Chair

3.3.1 The ICB Chair is to be appointed by NHS England, with the approval of the Secretary of State.

3.3.2 In addition to criteria specified at 3.1, this member must fulfil the following additional eligibility criteria:

- a) The Chair will be independent.
- b) They must meet the required criteria of the Job Description.
- c) They must be eligible to work in the UK.
- d) They must meet the 'fit and proper person test'.

3.3.3 Individuals will not be eligible if:

- a) They hold a role in another health and care organisation within the ICB area.
- b) Any of the disqualification criteria set out in 3.2 apply.
- c) They are an officer or employee of the Department of Health, or a member or employee of the Care Quality Commission.
- d) They operate (unless they are a statutory NHS Body), own or partially own an organisation that provides social services to the local authority.
- e) They are providers of health services commissioned by the NHS.
- f) They are the spouse or partner of a member of the ICB.

3.3.4 The term of office for the Chair will be up to four years or end at such time they cease to be eligible for appointment. The total number of terms a Chair may serve is two terms.

3.4 Chief Executive

3.4.1 The Chief Executive will be appointed by the Chair of the ICB in accordance with any guidance issued by NHS England.

3.4.2 The appointment will be subject to approval of NHS England in accordance with any procedure published by NHS England.

- 3.4.3 The Chief Executive must fulfil the following additional eligibility criteria:
- a) Be an employee of the ICB or a person seconded to the ICB who is employed in the civil service of the State or by a body referred to in paragraph 19(4)(b) of Schedule 1B to the 2006 Act
 - b) They must meet the required criteria of the Job Description.
 - c) They must be eligible to work in the UK.
 - d) They must meet the 'fit and proper person regulation.

3.4.4 Individuals will not be eligible if:

- a) Any of the disqualification criteria set out in 3.2 apply
- b) Subject to clause 3.4.3(a), they hold any other employment or executive role
- c) They are an officer or employee of the Department of Health, or a member or employee of the Care Quality Commission.
- d) They operate ((unless they are a statutory NHS Body), own or partially own an organisation that provides social services to the local authority.
- e) They are providers of health services commissioned by the NHS.
- f) They are an employee of Lincolnshire County Council.
- g) They are the spouse or partner of a member of the ICB.

3.5 Partner Member(s) - NHS Trusts and Foundation Trusts

3.5.1 This Partner Member is nominated jointly by the NHS trusts and/or Foundation Trusts which provide services for the purposes of the health service within the ICB's area and meet the forward plan condition.

- a) East Midlands Ambulance Service NHS Trust (EMAS)
- b) Lincolnshire Community Health Services NHS Trust (LCHS)
- c) Lincolnshire Partnership NHS Foundation Trust (LPFT)
- d) United Lincolnshire Hospitals NHS Trust (ULHT)

3.5.2 This member must fulfil the eligibility criteria set out at 3.1 and also the following additional eligibility criteria

- a) Be an Executive Director of one of the NHS Trusts or FTs within the ICB's area
- b) They must meet the required criteria of the Role Profile.
- c) They must be eligible to work in the UK.
- d) They must meet the 'fit and proper person test'.

3.5.3 Individuals will not be eligible if

- a) Any of the disqualification criteria set out in 3.2 apply
- b) They are an officer or employee of the Department of Health, or a member or employee of the Care Quality Commission.
- c) They operate (unless they are a statutory NHS Body), own or partially own an organisation that provides social services to the local authority.
- d) They are an employee of Lincolnshire County Council.

e) They are the spouse or partner of a member of the ICB.

3.5.4 This member will be appointed by the Chief Executive subject to the approval of the Chair.

3.5.5 The appointment process will be as follows:

a) Joint Nomination:

- When a vacancy arises, each eligible organisation listed at 3.5.1.a will be invited to make one nomination.
- The nomination of an individual must be seconded by one other eligible organisations.
- Eligible organisations may nominate individuals from their own organisation or another organisation.
- All eligible organisations will be requested to confirm whether they jointly agree to nominate the whole list of nominated individuals, with a failure to confirm within 10 working days being deemed to constitute agreement. If they do agree, the list will be put forward to step b) below. If they don't, the nomination process will be re-run until majority acceptance is reached on the nominations put forward.

b) Assessment, selection, and appointment subject to approval of the Chair under c)

- The full list of nominees will be considered by a panel convened by the Chief Executive.
- The panel will assess the suitability of the nominees against the requirements of the role (published before the nomination process is initiated) and will confirm that nominees meet the requirements set out in clause 3.5.2 and 3.5.3.
- In the event that there is more than one suitable nominee, the panel will select the most suitable for appointment.

c) Chair's approval

- The Chair will determine whether to approve the appointment of the most suitable nominee as identified under b).

3.5.6 The term of office for this Partner Member will be three years or end at such time they cease to be eligible for appointment. The total number of terms they may serve is two terms. The re-appointment of Board Members is set out at paragraph 3.16.

3.6 Partner Member(s) - Providers of Primary Medical Services

3.6.1 This Partner Member is nominated jointly by providers of Primary Medical Services for the purposes of the health service within the Integrated Board area, and that are primary medical services contract holders responsible for the provision of essential services, within core hours to a list of registered persons for whom the ICB has core responsibility.

- 3.6.2 The list of relevant providers of primary medical services for this purpose is published as part of the Governance Handbook. The list will be kept up to date but does not form part of this Constitution
- 3.6.3 This member must fulfil the eligibility criteria set out at 3.1 and also the following additional eligibility criteria:
- a) They must work in an organisation that holds a contract for core Primary Medical Services, including GP, Dental, Ophthalmic or Pharmaceutical Services and are commissioned by the ICB to provide services.
 - b) They must be a registered practitioner working in the ICB footprint.
 - c) They must meet the required criteria of the Role Profile.
 - d) They must be eligible to work in the UK.
 - e) They must meet the 'fit and proper person test'
- 3.6.4 Individuals will not be eligible if:
- a) Any of the disqualification criteria set out in 3.2 apply
 - b) They are an officer or employee of the Department of Health, or a member or employee of the Care Quality Commission.
 - c) They operate (unless they are a statutory NHS Body), own or partially own an organisation that provides social services to the local authority.
 - d) They are an employee of Lincolnshire County Council.
 - e) They are the spouse or partner of a member of the ICB.
 - f) They are locum or agency staff members.
- 3.6.5 This member will be appointed by the Panel convened by the Chief Executive subject to the approval of the Chair.
- 3.6.6 The appointment process will be as follows:
- a) Joint Nomination
 - When a vacancy arises, each eligible organisation described at 3.6.1 and listed in the Governance Handbook will be invited to make one nomination.
 - The nomination of an individual must be seconded by one other eligible organisations and eligible organisations can 'second' a maximum of three nominations.
 - Eligible organisations may nominate individuals from their own organisation or another organisation.
 - All eligible organisations will be requested to confirm whether they jointly agree to nominate the whole list of nominated individuals, with a failure to confirm within 10 working days being deemed to constitute agreement. If they do agree, the list will be put forward to step b) below. If they don't, (must be more than 50%) the nomination process will be re-run until majority acceptance is reached on the nominations put forward.
 - b) Assessment, selection, and appointment subject to approval of the Chair under c).

- The full list of nominees will be considered by a panel convened by the Chief Executive.
 - The panel will assess the suitability of the nominees against the requirements of the role (published before the nomination process is initiated) and will confirm that nominees meet the requirements set out in clause 3.6.3 and 3.6.4.
 - In the event that there is more than one suitable nominee, the panel will select the most suitable for appointment.
- c) Chair's approval
The Chair will determine whether to approve the appointment of the most suitable nominee as identified under b).

3.6.7 The term of office for this Partner Member will be three years or end at such time they cease to be eligible for appointment. The total number of terms they may serve is two terms. The re-appointment of Board Members is set out at paragraph 3.16.

3.7 Partner Member(s) - local authorities

3.7.1 This Partner Member is nominated jointly by the local authority whose area coincides with, or include the whole or any part of, the ICB's area. The local authority is:

- a) Lincolnshire County Council

3.7.2 This member will fulfil the eligibility criteria set out at 3.1 and also the following additional eligibility criteria

- a) Be a senior Councillor or the Chief Executive or hold a relevant Executive level role of one of the bodies listed at 3.7.1
- b) They must meet the required criteria of the Role Profile
- c) They must be eligible to work in the UK.
- d) They must meet the 'fit and proper person test'.

3.7.3 Individuals will not be eligible if

- a) Any of the disqualification criteria set out in 3.2 apply
- b) They are an officer or employee of the Department of Health, or a member or employee of the Care Quality Commission.
- c) They operate (unless they are a statutory NHS Body), own or partially own an organisation that provides social services to the local authority.
- d) They are the spouse or partner of a member of the ICB.

3.7.4 This member will be appointed by the Chief Executive and subject to the approval of the Chair.

3.7.5 The appointment process will be as follows:

- a) Joint Nomination:
- When a vacancy arises, each eligible organisation listed at 3.7.1.a will be invited to make one nomination.

- Eligible organisations may nominate individuals from their own organisation or another organisation.
 - All eligible organisations will be requested to confirm whether they jointly agree to nominate the whole list of nominated individuals, with a failure to confirm within 10 working days being deemed to constitute agreement. If they do agree, the list will be put forward to step b) below. If they don't, the nomination process will be re-run until majority acceptance is reached on the nominations put forward.
- b) Assessment, selection, and appointment subject to approval of the Chair under c)
- The full list of nominees will be considered by a panel convened by the Chief Executive
 - The panel will assess the suitability of the nominees against the requirements of the role (published before the nomination process is initiated) and will confirm that nominees meet the requirements set out in clause 3.7.2 and 3.7.3
- c) Chair's approval
The Chair will determine whether to approve the appointment of the most suitable nominee as identified under b).

3.7.6 The term of office for this Partner Member will be three years or end at such time they cease to be eligible for appointment. The total number of terms they may service is two terms. The re-appointment of Board Members is set out at paragraph 3.16.

3.8 Medical Director

- 3.8.1 This member will fulfil the eligibility criteria set out at 3.1 and also the following additional eligibility criteria
- a) Be an employee of the ICB or a person seconded to the ICB who is employed in the civil service of the State or by a body referred to in paragraph 19(4)(b) of Schedule 1B to the 2006 Act.
 - b) Be a registered Medical Practitioner.
 - c) They must meet the required criteria of the Job Description.
 - d) They must be eligible to work in the UK.
 - e) They must meet the 'fit and proper person test'.

- 3.8.2 Individuals will not be eligible if:
- a) Any of the disqualification criteria set out in 3.2 apply
 - b) On taking up the post they must not also be an officer or employee of the Department of Health, or a member or employee of the Care Quality Commission.
 - c) They operate (unless they are a statutory NHS Body), own or partially own an organisation that provides social services to the local authority.
 - d) They are providers of health services commissioned by the NHS.

- e) They are an employee of Lincolnshire County Council.
- f) They are the spouse or partner of a member of the ICB.

3.8.3 This member will be appointed by the Chief Executive as per the Assessment, Selection and Appointments Process set out under section 3.17 and subject to the approval of the Chair.

3.9 Director of Nursing

3.9.1 This member will fulfil the eligibility criteria set out at 3.1 and also the following additional eligibility criteria

- a) Be an employee of the ICB or a person seconded to the ICB who is employed in the civil service of the State or by a body referred to in paragraph 19(4)(b) of Schedule 1B to the 2006 Act
- b) Be a registered Nurse.
- c) They must meet the required criteria of the Job Description.
- d) They must be eligible to work in the UK.
- e) They must meet the 'fit and proper person test'.

3.9.2 Individuals will not be eligible if:

- a) Any of the disqualification criteria set out in 3.2 apply
- b) They are an officer or employee of the Department of Health, or a member or employee of the Care Quality Commission.
- c) They operate (unless they are a statutory NHS Body), own or partially own an organisation that provides social services to the local authority.
- d) They are providers of health services commissioned by the NHS.
- e) They are an employee of Lincolnshire County Council.
- f) They are the spouse or partner of a member of the ICB.

3.9.3 This member will be appointed the Chief Executive as per the Assessment, Selection and Appointments Process set out under section 3.17 and subject to the approval of the Chair.

3.10 Director of Finance

3.10.1 This member will fulfil the eligibility criteria set out at 3.1 and also the following additional eligibility criteria

- a) Be an employee of the ICB or a person seconded to the ICB who is employed in the civil service of the State or by a body referred to in paragraph 19(4)(b) of Schedule 1B to the 2006 Act.
- b) They must be a qualified accountant.
- c) They must meet the required criteria of the Job Description.
- d) They must be eligible to work in the UK.
- e) They must meet the 'fit and proper person test'.

3.10.2 Individuals will not be eligible if:

- a) Any of the disqualification criteria set out in 3.2 apply
- b) They are an officer or employee of the Department of Health, or a member or employee of the Care Quality Commission.
- c) They operate (unless they are a statutory NHS Body), own or partially own an organisation that provides social services to the local authority.
- d) They are providers of health services commissioned by the NHS.
- e) They are an employee of Lincolnshire County Council.
- f) They are the spouse or partner of a member of the ICB.

3.10.3 This member will be appointed by the Chief Executive as per the Assessment, Selection and Appointments Process set out under section 3.17 and subject to the approval of the Chair.

3.11 Non-Executive Members

3.11.1 The ICB will appoint Five Non-Executive Members.

3.11.2 These members will be appointed by the ICB Chair as per the Assessment, Selection and Appointments Process set out under section 3.17.

3.11.3 These members will fulfil the eligibility criteria set out at 3.1 and also the following additional eligibility criteria:

- a) Not be an employee of the ICB or a person seconded to the ICB.
- b) Not hold a role in another health and care organisation in the ICS area.
- c) One shall have specific knowledge, skills and experience that makes them suitable for appointment to the Chair of the Audit Committee.
- d) Another should have specific knowledge, skills and experience that makes them suitable for appointment to the Chair of the Remuneration Committee.
- e) They must meet the required criteria of the Job Description.
- f) They must be eligible to work in the UK.
- g) They must meet the 'fit and proper person test'.

3.11.4 Individuals will not be eligible if

- a) Any of the disqualification criteria set out in 3.2 apply
- b) They hold a role in another health and care organisation within the ICB area
- c) They are an officer or employee of the Department of Health, or a member or employee of the Care Quality Commission.
- d) They operate (unless they are a statutory NHS Body), own or partially own an organisation that provides social services to the local authority.
- e) They are providers of health services commissioned by the NHS.

- f) They are an employee of Lincolnshire County Council.
- g) They are the spouse or partner of a member of the ICB.

3.11.5 The term of office for a non-executive member will normally be either three or four years and the total number of terms an individual may serve is two terms after which they will no longer be eligible for re-appointment. The Chair of the ICB will determine the length of term on appointment and subsequent re-appointment to the post.

3.11.6 Initial appointments may be for a shorter period in order to avoid all non-executive members retiring at once. Thereafter, new appointees will ordinarily retire on the date that the individual they replaced was due to retire in order to provide continuity.

3.11.7 Subject to satisfactory appraisal the Chair may approve the re-appointment of a Non-Executive Member up to the maximum number of terms permitted for their role.

3.11.8 One of the Non-Executive Members will be selected as the ICB Deputy Chair, excluding the Chair of the Audit Committee.

3.11.9 The Deputy Chair will be appointed for a three year term. Subject to satisfactory appraisal and the approval of the Chair, the ICB may approve the re-appointment of the Deputy Chair for a further term.

3.12 Other Board Members

3.12.1 Executive Board Member Mental Health

- a) This Member will fulfil the eligibility criteria set out at 3.1
- b) This Member will fulfil the criteria set out in 2.2.4
- c) Individuals will not be eligible if any of the disqualification criteria set out in 3.2 apply.
- d) This Member will be appointed by the Board subject to the approval of the Chair.

3.12.2 There are no other Board Members.

3.13 Board Members: Removal from Office

3.13.1 Arrangements for the removal from office of board members is subject to the term of appointment, and application of the relevant ICB policies and procedures.

3.13.2 With the exception of the Chair, board members shall be removed from office if any of the following occurs:

- a) If they no longer fulfil the requirements of their role or become ineligible for their role as set out in this Constitution, regulations or guidance.
- b) If they fail to attend a minimum of 75% of the meetings to which they are invited unless agreed with the Chair in extenuating circumstances.
- c) If they fail to declare an interest, provide false information or participate in a decision-making process where special favour is shown to unfairly award a contract, or abuses his/her/their position for the purpose of benefit to themselves, family or friends.
- d) If they have behaved in a manner or exhibited conduct which has or is likely to be detrimental to the honour and interest of the ICB and is likely to bring the ICB into disrepute (including, but not limited to dishonesty, misrepresentation (knowingly or fraudulently, defamation of any member of the ICB (being slander or libel); abuse of position or seeking to manipulate a decision of the ICB in a matter that would ultimately be in favour of that member whether financially or otherwise.
- e) Are deemed to have failed to uphold the Nolan Principles of Public Life.
- f) Are subject to disciplinary proceedings by a regulator or professional body (to be suspended in the first instance in accordance with Section 3.13.3)
- g) They have failed or refused to undertake any training which the ICB requires to all Members to undertake.

3.13.3 Members may be suspended pending the outcome of an investigation into whether any of the matters in 3.13.2 apply.

3.13.4 Executive Directors (including the Chief Executive) will cease to be board members if their employment in their specified role ceases, regardless of the reason for termination of the employment.

3.13.5 The Chair of the ICB may be removed by NHS England, subject to the approval of the Secretary of State.

3.13.6 If NHS England is satisfied that the ICB is failing or has failed to discharge any of its functions or that there is a significant risk that the ICB will fail to do so, it may:

3.13.6.1 terminate the appointment of the ICB's Chief Executive; and

3.13.6.2 direct the Chair of the ICB as to which individual to appoint as a replacement and on what terms.

3.14 Terms of Appointment of Board Members

3.14.1 With the exception of the Chair and Non-Executive Members arrangements for remuneration and any allowances will be agreed by the Remuneration

Committee in line with the ICB remuneration policy and any other relevant policies published on the ICB website at www.lincolnshire.icb.nhs.uk and any guidance issued by NHS England or other relevant body. Remuneration for Chairs will be set by NHS England.

3.14.2 Remuneration for Non-Executive Director members will be set by a separate Remuneration Panel comprised of the following:

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

3.14.3 Other terms of appointment will be determined by the Remuneration Committee.

3.14.4 Terms of appointment of the Chair will be determined by NHS England.

3.15 Specific arrangements for appointment of Ordinary Members made at establishment

3.15.1 Individuals may be identified as “designate ordinary members” prior to the ICB being established.

3.15.2 Relevant nomination procedures for partner members in advance of establishment are deemed to be valid so long as they are undertaken in full and in accordance with the provisions of 3.5-3.7.

3.15.3 Any appointment and assessment processes undertaken in advance of establishment to identify designate ordinary members should follow, as far as possible, the processes set out in section 3.5-3.12 of this Constitution. However, a modified process, agreed by the Chair, will be considered valid.

3.15.4 On the day of establishment, a committee consisting of the Chair, Chief Executive and [one other] will appoint the ordinary members who are expected to be all individuals who have been identified as designate appointees pre ICB establishment and the Chair will approve those appointments.

3.15.5 For the avoidance of doubt, this clause is valid only in relation to the appointments of the initial ordinary members and all appointments post establishment will be made in accordance with clauses 3.5 to 3.12.

3.16 Re-appointment of Board Members

Subject to satisfactory appraisal and the approval of the Chair, the ICB may approve the re-appointment of relevant Board Members up to the maximum number of terms permitted for their role.

3.17 Assessment, Selection and Appointment Process (subject to approval by the ICB Chair)

Director of Finance, Director of Nursing, Medical Director and Non-Executive Directors

- a) All vacancies for the roles will be assessed in the first instance to evaluate the balance of skills, knowledge and experience on the Board, and its diversity, and in the light of this evaluation, prepare a job description of the role and capabilities required for the role.
- b) The role will then be advertised in line with ICB HR processes seeking applications.
- c) Individuals who submit an application shall be assessed against:
 - How they have met the minimum full range of competencies (skills, knowledge, experience and attributes) detailed in the role description.
 - Whether they have any conflicts of interest which may exclude them from being a Board Member.
 - Whether they have confirmed their awareness of the Disqualification Criteria which would prevent them from being a Board Member.
 - Whether the proposed appointee meets the 'fit and proper person test'.
- d) The full list of applications will be considered by an Appointments Panel which will be convened by the Chief Executive.
- e) The Appointments Panel shall assess the suitability of the applications against the requirements of the role and decide which of the candidates will progress to interview stage. Candidates who do not meet the specified criteria will not be shortlisted.
- f) Where applicable, shortlisted applicants will be expected to participate in a stakeholder engagement event to meet groups of key stakeholders. Feedback from these sessions will be shared with the Appointments Panel.
- g) The Appointments Panel shall arrange a process to interview candidates that have successfully passed the initial assessment process. This will include a formal interview to ascertain whether the candidate will be able to contribute and play an active part in the Board meetings and discussions.
- h) The Interview Panel Members will be determined based on the type of role being interviewed.

- i) Only candidates assessed as having demonstrated the minimum full range of competencies set out in the role description will be put forward for appointment.
- j) In the event that there is more than one suitable nominee, the panel will select the most suitable for appointment.
- k) The Chair will determine whether to approve the appointment of the most suitable candidate as identified under j).

4 Arrangements for the Exercise of our Functions

4.1 Good Governance

- 4.1.1 The ICB will, at all times, observe generally accepted principles of good governance. This includes the Nolan Principles of Public Life and any governance guidance issued by NHS England.
- 4.1.2 The ICB has agreed a Code of Conduct and behaviours which sets out the expected behaviours that members of the board and its Committees will uphold whilst undertaking ICB business. It also includes a set of principles that will guide decision making in the ICB. The ICB Code of Conduct and behaviours is published in the Governance Handbook.

4.2 General

- 4.2.1 The ICB will:
- a) comply with all relevant laws including but not limited to the 2006 Act and the duties prescribed within it and any relevant regulations;
 - b) comply with directions issued by the Secretary of State for Health and Social Care;
 - c) comply with directions issued by NHS England;
 - d) have regard to statutory guidance including that issued by NHS England; and;
 - e) take account, as appropriate, of other documents, advice and guidance issued by relevant authorities, including that issued by NHS England;
 - f) respond to reports and recommendations made by local Healthwatch organisations within the ICB area.
- 4.2.2 The ICB will develop and implement the necessary systems and processes to comply with (a)-(f) above, documenting them as necessary in this Constitution, its Governance Handbook and other relevant policies and procedures as appropriate.

4.3 Authority to Act

- 4.3.1 The ICB is accountable for exercising its statutory functions and may grant authority to act on its behalf to:
- a) any of its members or employees
 - b) a Committee or Sub-Committee of the ICB
- 4.3.2 Under section 65Z5 of the 2006 Act, the ICB may arrange with another ICB, an NHS trust, NHS foundation trust, NHS England, a local authority, combined authority or any other body prescribed in Regulations, for the ICB's functions to be exercised by or jointly with that other body or for the functions of that other body to be exercised by or jointly with the ICB.

Where the ICB and other body enters such arrangements, they may also arrange for the functions in question to be exercised by a Joint Committee of theirs and/or for the establishment of a pooled fund to fund those functions (section 65Z6). In addition, under section 75 of the 2006 Act, the ICB may enter partnership arrangements with a local authority under which the local authority exercises specified ICB functions or the ICB exercises specified local authority functions, or the ICB and local authority establish a pooled fund.

- 4.3.3 Where arrangements are made under section 65Z5 or section 75 of the 2006 Act the board must authorise the arrangement, which must be described as appropriate in the SoRD.

4.4 Scheme of Reservation and Delegation

- 4.4.1 The ICB has agreed a Scheme of Reservation and Delegation (SoRD) which is published in full in the ICB Governance Handbook and on the ICB website and intranet.

- 4.4.2 Only the board may agree the SoRD and amendments to the SoRD may only be approved by the board.

- 4.4.3 The SoRD sets out:

- a) those functions that are reserved to the Board;
- b) those functions that have been delegated to an individual or to Committees and Sub-Committees;
- c) those functions delegated to another body or to be exercised jointly with another body, under section 65Z5 and 65Z6 of the 2006 Act.

- 4.4.4 The ICB remains accountable for all of its functions, including those that it has delegated. All those with delegated authority are accountable to the board for the exercise of their delegated functions.

4.5 Functions and Decision Map

- 4.5.1 The ICB has prepared a Functions and Decision Map which sets out at a high level its key functions and how it exercises them in accordance with the SoRD.

- 4.5.2 The Functions and Decision Map is published on the ICB website at www.lincolnshire.icb.nhs.uk

- 4.5.3 The map includes:

- a) Key functions reserved to the board of the ICB;
- b) Commissioning functions delegated to committees and individuals;

- c) Commissioning functions delegated under section 65Z5 and 65Z6 of the 2006 Act to be exercised by, or with, another ICB, an NHS trust, NHS foundation trust, local authority, combined authority or any other prescribed body;
- d) functions delegated to the ICB (for example, from NHS England).

4.6 Committees and Sub-Committees

- 4.6.1 The ICB may appoint committees and arrange for its functions to be exercised by such Committees. Each committee may appoint sub-committees and arrange for the functions exercisable by the committee to be exercised by those sub-committees.
- 4.6.2 All committees and sub-committees are listed in the SoRD.
- 4.6.3 Each committee and sub-Committee established by the ICB operates under Terms of Reference agreed by the board. All Terms of Reference are published in the Governance Handbook.
- 4.6.4 The board remains accountable for all functions, including those that it has delegated to Committees and Sub-Committees and therefore, appropriate reporting and assurance arrangements are in place and documented in terms of reference. All Committees and Sub-Committees that fulfil delegated functions of the ICB, will be required to:
 - a) Provide a written report to the Board or relevant Committee following each meeting outlining the key matters discussed, any points for escalation, assurance and/or decision and/or any new areas of risk. This may involve the relevant Chair of the Committee and/or Sub-Committee attending the Board or Committee 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.
- 4.6.5 Any committee or sub-Committee established in accordance with clause 4.6 may consist of or include persons who are not ICB Members or employees.
- 4.6.6 All members of Committees and Sub-Committees that exercise the ICB commissioning functions will be approved by the Chair. The Chair will not approve an individual to such a Committee or Sub-Committee if they consider that the appointment could reasonably be regarded as undermining the independence of the health service because of the candidate's involvement with the private healthcare sector or otherwise.
- 4.6.7 All members of Committee and Sub-Committees are required to act in accordance with this Constitution, including the Standing Orders as well as the SFIs and any other relevant ICB policy.

4.6.8 The following Committees will be maintained:

- a) **Audit 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 a non-executive member (other than the Chair of the ICB) who has the qualifications, expertise or experience to enable them to express credible opinions on finance and audit matters.

- b) **Remuneration 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 a non-executive member other than the Chair or the Chair of Audit Committee.

4.6.9 The Terms of Reference for each of the above committees are published in the Governance Handbook.

4.6.10 The board has also established a number of other Committees to assist it with the discharge of its functions. These Committees are set out in the SoRD and further information about these Committees, including Terms of Reference, are published in the Governance Handbook.

4.7 Delegations made under section 65Z5 of the 2006 Act

4.7.1 As per 4.3.2 The ICB may arrange for any functions exercisable by it to be exercised by or jointly with any one or more other relevant bodies (another ICB, NHS England, an NHS trust, NHS foundation trust, local authority, combined authority or any other prescribed body).

4.7.2 All delegations made under these arrangements are set out in the ICB Scheme of Reservation and Delegation and included in the Functions and Decision Map.

4.7.3 Each delegation made under section 65Z5 of the Act will be set out in a delegation arrangement which sets out the terms of the delegation. This may, for joint arrangements, include establishing and maintaining a pooled fund. The power to approve delegation arrangements made under this provision will be reserved to the board.

- 4.7.4 The board remains accountable for all the ICB's functions, including those that it has delegated and therefore, appropriate reporting and assurance mechanisms are in place as part of agreeing terms of a delegation and these are detailed in the delegation arrangements, summaries of which will be published in the Governance Handbook.
- 4.7.5 In addition to any formal joint working mechanisms, the ICB may enter into strategic or other transformation discussions with its partner organisations on an informal basis.

5 Procedures for Making Decisions

5.1 Standing Orders

5.1.1 The ICB has agreed a set of standing orders which describe the processes that are employed to undertake its business. They include procedures for:

- conducting the business of the ICB
- the procedures to be followed during meetings; and
- the process to delegate functions.

5.1.2 The Standing Orders apply to all committees and sub-committees of the ICB unless specified otherwise in terms of reference which have been agreed by the board.

5.1.3 A full copy of the Standing Orders is included in Appendix 2 and form part of this Constitution.

5.2 Standing Financial Instructions (SFIs)

5.2.1 The ICB has agreed a set of SFIs which include the delegated limits of financial authority set out in the SoRD.

5.2.2 A copy of the SFIs is published in the ICB Governance Handbook and on the ICB website and intranet.

6 Arrangements for Conflict of Interest Management and Standards of Business Conduct

6.1 Conflicts of Interest

[DN: subject to change in line with NHS England guidance]

- 6.1.1 As required by section 14Z30 of the 2006 Act, 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.
- 6.1.2 The ICB has agreed policies and procedures for the identification and management of conflicts of interest which are published on the website www.lincolnshire.icb.nhs.uk and included in the Governance Handbook.
- 6.1.3 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.
- 6.1.4 All delegation arrangements made by the ICB under Section 65Z5 of the 2006 Act 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.
- 6.1.5 Where an individual, including any individual directly involved with the business or decision-making of the ICB and not otherwise covered by one of the categories above, has an interest, or becomes aware of an interest which could lead to a conflict of interests in the event of the ICB considering an action or decision in relation to that interest, that must be considered as a potential conflict, and is subject to the provisions of this Constitution, the Standards of Business Conduct and Conflicts of Interest Policy.
- 6.1.6 The ICB has appointed the Audit Chair to be the Conflicts of Interest Guardian. In collaboration with the ICB's governance lead, their role is to:
- 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.

6.2 Principles

6.2.1 In discharging its functions the ICB will abide by the following principles:

- a) Require all staff, officers and office holders to comply with the Conflicts of Interest Policy.
- b) Require relevant staff to proactively declare any interests at the point they become involved in decision making.
- c) Adopt a range of actions for managing any breaches of the Conflicts of Interest Policy.
- d) Ensure a record of action taken is maintained for an audit trail.
- e) Ensure that all relevant decision-making staff and all Board Members receive training on the identification and management of conflicts of interest, including completion of the mandatory model through the Electronic Staff Record (ESR).

6.3 Declaring and Registering Interests

6.3.1 The ICB maintains registers of the interests of:

- a) Members of the ICB
- b) Members of the board's Committees and Sub-Committees
- c) Its employees

6.3.2 In accordance with section 14Z30(2) of the 2006 Act registers of interest are published on the ICB website at www.lincolnshire.icb.nhs.uk

6.3.3 All relevant persons as per 6.1.3 and 6.1.5 must declare any conflict or potential conflict of interest relating to decisions to be made in the exercise of the ICB's commissioning functions.

6.3.4 Declarations should be made as soon as reasonably practicable after the person becomes aware of the conflict or potential conflict and in any event within 28 days. This could include interests an individual is pursuing. Interests will also be declared on appointment and during relevant discussion in meetings.

6.3.5 All declarations will be entered in the registers as per 6.3.1

6.3.6 The ICB will ensure that, as a matter of course, declarations of interest are made and confirmed, or updated at least annually.

- 6.3.7 Interests (including gifts and hospitality) of decision-making staff will remain on the public register for a minimum of six months. In addition, the ICB will retain a record of historic interests and offers/receipt of gifts and hospitality for a minimum of six years after the date on which it expired. The ICB's published register of interests states that historic interests are retained by the ICB for the specified timeframe and details of whom to contact to submit a request for this information.
- 6.3.8 Activities funded in whole or in part by third parties who may have an interest in ICB business such as sponsored events, posts and research will be managed in accordance with the ICB policy to ensure transparency and that any potential for conflicts of interest are well-managed.

6.4 Standards of Business Conduct

- 6.4.1 Board members, employees, committee and sub-committee members of the ICB will at all times comply with this Constitution and be aware of their responsibilities as outlined in it. They should:
- a) act in good faith and in the interests of the ICB;
 - b) follow the Seven Principles of Public Life; set out by the Committee on Standards in Public Life (the Nolan Principles);
 - c) comply with the ICB Standards of Business Conduct and Conflicts of Interest Policy, and any requirements set out in the policy for managing conflicts of interest.
- 6.4.2 Individuals contracted to work on behalf of the ICB or otherwise providing services or facilities to the ICB will be made aware of their obligation to declare conflicts or potential conflicts of interest. This requirement will be written into their contract for services and is also outlined in the ICB's Standards of Business Conduct and Conflicts of Interest policy.

7 Arrangements for ensuring Accountability and Transparency

7.1 Accountability and Transparency

7.1.1 NHS England in a number of ways, including by upholding the requirement for transparency in accordance with paragraph 11(2) of Schedule 1B to the 2006 Act.

7.2 Principles

The principles of transparency will be demonstrated by:

- a) The ICB Board holding meetings in public with papers published in advance in accordance with paragraph 7.3 below.
- b) Ensuring information addressed to the public, stakeholders, partners, and staff should be concise, easily accessible and easy to understand, and that clear and plain language and, additionally, where appropriate, visualisation be used.
- c) Provision of full and honest accounting of all facts, information, and context essential to ensuring an informed and equitable decision making process.
- d) The ICB acting in a manner that is open and honest.

7.3 Meetings and publications

7.3.1 Board meetings, and Committees comprised entirely of Board Members will be held in public except where a resolution is agreed to exclude the public on the grounds that it is believed to not be in the public interest. Arrangements will accord with the Public Bodies (Admissions to meetings) Act 1960, the Freedom of Information Act 2000 and the General Data Protection Regulation (GDPR) 2018.

7.3.2 Papers and minutes of all meetings held in public will be published.

7.3.3 Annual accounts will be externally audited and published.

7.3.4 A clear complaints process will be published.

7.3.5 The ICB will comply with the Freedom of Information Act 2000 and with the Information Commissioner Office requirements regarding the publication of information relating to the ICB.

7.3.6 Information will be provided to NHS England as required.

7.3.7 The Constitution and governance handbook will be published as well as other key documents including but not limited to:

- Conflicts of interest policy and procedures

- Registers of interests
- Key policies

7.3.8 The ICB will publish, with our partner NHS trusts and NHS foundation trusts, a plan at the start of each financial year that sets out how the ICB proposes to exercise its functions during the next five years. The plan will explain how the ICB proposes to discharge its duties under:

- Sections 14Z34 to 14Z45 (general duties of integrated care boards) and
- sections 223GB and 223N (financial duties).

And

- a) proposed steps to implement the Lincolnshire Joint Health and Wellbeing Strategy.

7.4 Scrutiny and Decision Making

7.4.1 At least three Independent Non-Executive Members will be appointed to the board including the Chair; and all of the board and committee members will comply with the Nolan Principles of Public Life and meet the criteria described in the Fit and Proper Person Test.

7.4.2 Healthcare services will be arranged in a transparent way, and decisions around who provides services will be made in the best interests of patients, taxpayers and the population, in line with the rules set out in the NHS Provider Selection Regime.

7.4.3 The ICB will comply with the requirements of the NHS Provider Selection Regime including: complying with existing procurement rules until the provider selection regime comes into effect.

7.4.4 The ICB will comply with local authority health overview and scrutiny requirements.

7.5 Annual Report

7.5.1 The ICB will publish an annual report in accordance with any guidance published by NHS England and which sets out how it has discharged its functions and fulfilled its duties in the previous financial year. An annual report must in particular:

- a) explain how the ICB has discharged its duties under section 14Z34 to 14Z45 and 14Z49 (general duties of integrated care boards)
- b) review the extent to which the ICB has exercised its functions in accordance with the plans published under section 14Z52 (forward plan) and section 14Z56 (capital resource use plan)
- c) review the extent to which the ICB has exercised its functions consistently with NHS England's views set out in the latest

statement published under section 13SA(1) (views about how functions relating to inequalities information should be exercised), and

- d) review any steps that the ICB has taken to implement any joint local health and wellbeing strategy to which it was required to have regard under section 116B(1) of the Local Government and Public Involvement in Health Act 2007

8 Arrangements for Determining the Terms and Conditions of Employees

- 8.1.1 The ICB may appoint employees, pay them remuneration and allowances as it determines and appoint staff on such terms and conditions as it determines.
- 8.1.2 The board has established a Remuneration Committee which is chaired by a Non-Executive member other than the Chair or Audit Chair.
- 8.1.3 The membership of the Remuneration Committee is determined by the board. No employees may be a member of the Remuneration Committee, but the board ensures that the Remuneration Committee has access to appropriate advice by:
- a) Inviting advisers to attend Remuneration Committee meetings such as the Chief Executive, Director of Finance, Senior HR Advisor and external advisors.
- 8.1.4 The board may appoint independent members or advisers to the Remuneration Committee who are not members of the board.
- 8.1.5 The main purpose of the Remuneration Committee is to exercise the functions of the ICB regarding remuneration included in paragraphs 18 to 20 of Schedule 1B to the 2006 Act. The terms of reference agreed by the Board are published in the Governance Handbook but in summary the main role is to:
- 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.
- 8.1.6 The duties of the Remuneration Committee include:

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

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

For all staff:

- c) Determine the ICB pay policy (including the adoption of pay frameworks such as Agenda for Change).
- d) Oversee contractual arrangements.

- e) 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.

8.1.7 The ICB may make arrangements for a person to be seconded to serve as a member of the ICB's staff.

9 Arrangements for Public Involvement

9.1.1 In line with section 14Z54(2) of the 2006 Act the ICB has made arrangements to secure that individuals to whom services which are, or are to be, provided pursuant to arrangements made by the ICB in the exercise of its functions, and their carers and representatives, are involved (whether by being consulted or provided with information or in other ways) in:

- a) the planning of the commissioning arrangements by the Integrated Care Board
- b) the development and consideration of proposals by the ICB for changes in the commissioning arrangements where the implementation of the proposals would have an impact on the manner in which the services are delivered to the individuals (at the point when the service is received by them), or the range of health services available to them, and
- c) decisions of the ICB affecting the operation of the commissioning arrangements where the implementation of the decisions would (if made) have such an impact.

9.1.2 In line with section 14Z54 of the 2006 Act the ICB has made the following arrangements to consult its population on its system plan:

- a) Ensure that local consultation with the local population for whom the Integrated Care Board has core responsibilities is undertaken in the development of forward and system plans. In line with the national requirements this will include engaging or consulting, as appropriate, on service developments and proposals to change services. These activities may include open events, surveys and workshops/focus groups and formal public consultations.
- b) Provide the Health and Wellbeing Board with a draft of the plan or (as the case may be) the plan as revised.
- c) Consult the Health and Wellbeing Board on whether the draft takes proper account of the Joint Lincolnshire Health and Wellbeing Strategy published by it which relates to the period (or any part of the period) to which the plan relates.

9.1.3 The ICB has adopted the ten principles set out by NHS England for working with people and communities.

- a) Put the voices of people and communities at the centre of decision-making and governance, at every level of the ICS.
- b) Start engagement early when developing plans and feed back to people and communities how it has influenced activities and decisions.
- c) Understand your community's needs, experience and aspirations for health and care, using engagement to find out if change is having the desired effect.

- d) Build relationships with excluded groups – especially those affected by inequalities.
- e) Work with Healthwatch and the voluntary, community and social enterprise sector as key partners.
- f) Provide clear and accessible public information about vision, plans and progress to build understanding and trust.
- g) Use community development approaches that empower people and communities, making connections to social action.
- h) Use co-production, insight and engagement to achieve accountable health and care services.
- i) Co-produce and redesign services and tackle system priorities in partnership with people and communities.
- j) Learn from what works and build on the assets of all partners in the ICS – networks, relationships, activity in local places.

9.1.4 These principles will be used when developing and maintaining arrangements for engaging with people and communities.

9.1.5 These arrangements include:

- a) The ICB has agreed a set of arrangements for engaging with people and communities which are set out in the Policy for Public Involvement and Engagement.

Appendix 1: Definitions of Terms Used in This Constitution

2006 Act	National Health Service Act 2006, as amended by the Health and Social Care Act 2012 and the Health and Care Act 2022
ICB board	Members of the ICB
Area	The geographical area that the ICB has responsibility for, as defined in part 2 of this Constitution
Chair	An individual appointed by NHSE to act as Chair of the ICB.
Chief Executive	An individual appointed by NHSE who is responsible for improving outcomes in population health and healthcare, working with colleagues, the community and partners to deliver a long-term strategy.
Committee	A Committee created and appointed by the ICB Board.
Director of Finance	A qualified accountant employed by the ICB and is responsible for all matters relating to the financial leadership and financial performance of the ICB.
Director of Nursing	An individual employed by the ICB and, along with the Medical Director, is accountable for all matters relating to the development and delivery of the long-term clinical strategy of the ICB. They are also responsible for the delivery of statutory and non-statutory functions such as quality assurance/improvement and safeguarding.
Health Service Body	Health service body as defined by section 9(4) of the NHS Act 2006 or (b) NHS Foundation Trusts.
Integrated Collaborative Commissioning	Integrated Collaborative commissioning is when two or more NHS or ICS organisations come together to commission services which are delivered across the system for patients.
Integrated Care Partnership	The Joint Committee for the ICB's area established by the ICB and each responsible local authority whose area coincides with or falls wholly or partly within the ICB's area.

Joint Committee	A single Committee formed by two or more organisations to exercise functions on behalf of one or more organisations.
Medical Director	An individual employed by the ICB.
Non-Executive Member	An Independent individual who is appointed by the ICB (they are not an employee).
NHS England	NHS England leads the NHS in England and sets strategic direction for the NHS through the NHS Long Term Plan, and funds key priorities for improvement. NHS England was established by Parliament in 2012 as an independent statutory body.
Partner Members	<p>Some of the Ordinary Members will also be Partner Members. Partner Members bring knowledge and a perspective from their sectors and are appointed in accordance with the procedures set out in Section 3 having been nominated by the following:</p> <ul style="list-style-type: none"> • NHS trusts and foundation trusts who provide services within the ICB's area and are of a prescribed description. • the primary medical services (general practice) providers within the area of the ICB and are of a prescribed description. • the local authorities which are responsible for providing Social Care and whose area coincides with or includes the whole or any part of the ICB's area.
Place-Based Partnership	Place-based partnerships are collaborative arrangements responsible for arranging and delivering health and care services in a locality or community. They involve the Integrated Care Board, local government and providers of health and care services, including the voluntary, community and social enterprise sector, people and communities, as well as primary care provider leadership, represented by Primary Care Network clinical directors or other relevant primary care leaders.
Provider Collaborative	A provider collaborative is a formal collaboration built on common ground between one or more NHS body or ICS Organisation. Goals may range from sharing experiences

	and best practices to generating cost savings and operational or clinical efficiencies.
Ordinary Member	The board of the ICB will have a Chair and a Chief Executive plus other members. All other members of the board are referred to as Ordinary Members.
Register of Interests	<p>As required by section 14Z30 of the 2006 Act, the ICB has made arrangements to manage any actual and potential conflicts of interest and will Members of the ICB and will publish registers as follows:</p> <ul style="list-style-type: none"> a) Members of the ICB b) Members of the Board's committees and sub-committees c) Its employees
Sub-Committee	A Committee created and appointed by and reporting to a Committee.

Appendix 2: Standing Orders

1. Introduction

- 1.1. These Standing Orders have been drawn up to regulate the proceedings of the NHS Lincolnshire Integrated Care Board so that the ICB can fulfil its obligations as set out largely in the 2006 Act (as amended). They form part of the ICB's Constitution.

2. Amendment and review

- 2.1. The Standing Orders are effective from 1st July 2022.
- 2.2. Standing Orders will be reviewed on an annual basis or sooner if required.
- 2.3. Amendments to these Standing Orders will be made as per Section 1.6 in the constitution for making amendments.
- 2.4. All changes to these Standing Orders will require an application to NHS England for variation to the ICB Constitution and will not be implemented until the constitution has been approved.

3. Interpretation, application and compliance

- 3.1. Except as otherwise provided, words and expressions used in these Standing Orders shall have the same meaning as those in the main body of the ICB Constitution and as per the definitions in Appendix 1.
- 3.2. These standing orders apply to all meetings of the board, including its committees and sub-committees unless otherwise stated. All references to board are inclusive of committees and sub-committees unless otherwise stated.
- 3.3. All members of the board, members of committees and sub-committees and all employees, should be aware of the Standing Orders and comply with them. Failure to comply may be regarded as a disciplinary matter.
- 3.4. In the case of conflicting interpretation of the Standing Orders, the Chair, supported with advice from the Chief Executive, Chair of the Audit Committee and/or senior governance adviser will provide a settled view which shall be final.
- 3.5. All members of the board, its committees and sub-committees and all employees have a duty to disclose any non-compliance with these Standing Orders to the Chief Executive as soon as possible.

- 3.6. If, for any reason, these Standing Orders are not complied with, full details of the non-compliance and any justification for non-compliance and the circumstances around the non-compliance, shall be reported to the next formal meeting of the board for action or ratification and the Audit Committee for review.

4. Meetings of the Integrated Care Board

4.1. Calling Board Meetings

- 4.1.1. Meetings of the board of the ICB shall be held at regular intervals at such times and places as the ICB may determine.
- 4.1.2. In normal circumstances, each member of the board will be given not less than one month's notice in writing of any meeting to be held. However:
- a) The Chair may call a meeting at any time by giving not less than 14 calendar days' notice in writing.
 - b) One third or more of the members of the board may request the Chair to convene a meeting by notice in writing, specifying the matters which they wish to be considered at the meeting. If the Chair refuses, or fails, to call a meeting within seven calendar days of such a request being presented, the board members signing the requisition may call a meeting by giving not less than 14 calendar days' notice in writing to all members of the board specifying the matters to be considered at the meeting.
 - c) In emergency situations the Chair may call a meeting with two days' notice by setting out the reason for the urgency and the decision to be taken.
- 4.1.3. A public notice of the time and place of the meetings to be held in public and how to access the meeting shall be given by posting it at the offices of the ICB body and electronically at least three clear days before the meeting or, if the meeting is convened at shorter notice, then at the time it is convened.
- 4.1.4. The agenda and papers for meetings to be held in public will be published electronically in advance of the meeting excluding, if thought fit, any item likely to be addressed in part of a meeting is not likely to be open to the public.

4.2. Chair of a meeting

- 4.2.1. The Chair of the ICB shall preside over meetings of the board.
- 4.2.2. If the Chair is absent or is disqualified from participating by a conflict of interest, the Deputy Chair shall preside. If both the Chair and Deputy Chair are absent, or disqualified from participating, then a Member of the ICB shall be chosen by the assembled Members present, or by a majority of them, and shall preside.

4.2.3. The board shall appoint a Chair to all committees and sub-committees that it has established. The appointed committee or sub-committee Chair will preside over the relevant meeting. Terms of reference for committees and sub-committees will specify arrangements for occasions when the appointed Chair is absent.

4.3. Agenda, supporting papers and business to be transacted

4.3.1. The agenda for each meeting will be drawn up and agreed by the Chair of the meeting.

4.3.2. Except where the emergency provisions apply, supporting papers for all items must be submitted at least seven calendar days before the meeting takes place. The agenda and supporting papers will be circulated to all members of the board at least five calendar days before the meeting.

4.3.3. Agendas and papers for meetings open to the public, including details about meeting dates, times and venues, will be published on the ICB's website at www.lincolnshire.icb.nhs.uk

4.4. Petitions

4.4.1. Where a petition has been received by the ICB it shall be included as an item for the agenda of the next meeting of the board in accordance with the ICB policy as published in the Governance Handbook.

4.5. Nominated Deputies

4.5.1. With the permission of the person presiding over the meeting, the Executive Directors and the Partner Members of the board may nominate a deputy to attend a meeting of the board that they are unable to attend. The deputy may speak and vote on their behalf, but the accountabilities and liabilities associated with the role may not be delegated to a deputy.

4.5.2. The decision of the person presiding over the meeting regarding authorisation of nominated deputies is final.

4.5.3. The Chair should be notified in writing prior to the meeting of the attendance of the nominated deputy.

4.5.4. Any deputy will need to ensure they meet the eligibility criteria for ICB Members and do not fall under the disqualification criteria as identified in Section 3.2. The confirmation to the Chair (as per 4.5.3 above) should also provide assurance to the Chair that the nominated individual fulfils the requirements of the role and is not disqualified.

4.5.5. The decision of person presiding over the meeting regarding authorisation of nominated deputies is final.

4.6. Virtual attendance at meetings

4.6.1. The Board of the ICB and its committees and sub-committees may meet virtually using telephone conferencing facilities where available or on a virtual basis via digital systems such as Microsoft Teams or other electronic means when necessary unless the terms of reference prohibit this.

4.7. Quorum

4.7.1. The quorum for meetings of the board will be seven members (50%) including:

- a) Chair or Deputy Chair
- b) Either the Chief Executive or the Director of Finance
- c) Either the Medical Director or the Director of Nursing
- d) At least one independent member (Non-Executive Director)
- e) At least one Partner Member

4.7.2. For the sake of clarity:

- a) No person can act in more than one capacity when determining the quorum.
- b) An individual who has been disqualified from participating in a discussion on any matter and/or from voting on any motion by reason of a declaration of a conflict of interest, shall no longer count towards the quorum.

4.7.3. For all committees and sub-committees, the details of the quorum for these meetings and status of deputies are set out in the appropriate terms of reference.

4.8. Vacancies and defects in appointments

4.8.1. The validity of any act of the ICB is not affected by any vacancy among members or by any defect in the appointment of any member¹¹¹

4.8.2. In the event of vacancy or defect in appointment the following temporary arrangement for quorum will apply:

- For the first year of the ICB vacancies will not count towards the numbers.
- After that period and where circumstances are such that a Board Member may be absent for some time due to sickness (as an example) a formal deputy must be identified and approved by the ICB Chair.

4.9. Decision making

- 4.9.1. The ICB has agreed to use a collective model of decision-making that seeks to find consensus between system partners and make decisions based on unanimity as the norm, including working through difficult issues where appropriate.
- 4.9.2. Generally it is expected that decisions of the ICB will be reached by consensus. Should this not be possible then a vote will be required. The process for voting, which should be considered a last resort, is set out below:
- a) All members of the board who are present at the meeting will be eligible to cast one vote each.
 - b) In no circumstances may an absent member vote by proxy. Absence is defined as being absent at the time of the vote, but this does not preclude anyone attending by teleconference or other virtual mechanism from participating in the meeting, including exercising their right to vote if eligible to do so.
 - c) For the sake of clarity, any additional Participants and Observers (as detailed within paragraph 2.3.2. of the Constitution) will not have voting rights.
 - d) A resolution will be passed if more votes are cast for the resolution than against it.
 - e) If an equal number of votes are cast for and against a resolution, then the Chair (or in their absence, the person presiding over the meeting) will have a second and casting vote.
 - f) Should a vote be taken, the outcome of the vote, and any dissenting views, must be recorded in the minutes of the meeting.

Disputes

- 4.9.3. Where necessary boards may draw on third party support such as peer review or mediation by NHS England and NHS Improvement.

Urgent decisions

- 4.9.4. In the case of urgent decisions and extraordinary circumstances, every attempt will be made for the board to meet virtually. Where this is not possible the following will apply.
- 4.9.5. The powers which are reserved or delegated to the board, may for an urgent decision be exercised by the Chair and Chief Executive (or relevant lead Director in the case of Committees) in consultation with one of the ICB Non-Executive Members and one Partner Member subject to every effort having made to consult with as many members as possible in the given circumstances.

- 4.9.6. The exercise of such powers shall be reported to the next formal meeting of the board for formal ratification and the Audit Committee for oversight.

4.10. Minutes

- 4.10.1. The names and roles of all members present shall be recorded in the minutes of the meetings.
- 4.10.2. The minutes of a meeting shall be drawn up and submitted for agreement at the next meeting where they shall be signed by the person presiding at it.
- 4.10.3. No discussion shall take place upon the minutes except upon their accuracy or where the person presiding over the meeting considers discussion appropriate.
- 4.10.4. Where providing a record of a meeting held in public, the minutes shall be made available to the public.

4.11. Admission of public and the press

- 4.11.1. In accordance with Public Bodies (Admission to Meetings) Act 1960 All meetings of the board and all meetings of committees which are comprised entirely of all Board Members, at which public functions are exercised will be open to the public.
- 4.11.2. The board may resolve to exclude the public from a meeting or part of a meeting where it would be prejudicial to the public interest by reason of the confidential nature of the business to be transacted or for other special reasons stated in the resolution and arising from the nature of that business or of the proceedings or for any other reason permitted by the Public Bodies (Admission to Meetings) Act 1960 as amended or succeeded from time to time.
- 4.11.3. The person presiding over the meeting shall give such directions as he/she thinks fit with regard to the arrangements for meetings and accommodation of the public and representatives of the press such as to ensure that the board's business shall be conducted without interruption and disruption.
- 4.11.4. As permitted by Section 1(8) Public Bodies (Admissions to Meetings) Act 1960 as amended from time to time) the public may be excluded from a meeting to suppress or prevent disorderly conduct or behaviour.
- 4.11.5. Matters to be dealt with by a meeting following the exclusion of representatives of the press, and other members of the public shall be confidential to the members of the board.

5. Suspension of Standing Orders

- 5.1. In exceptional circumstances, except where it would contravene any statutory provision or any direction made by the Secretary of State for Health and Social Care or NHS England, any part of these Standing Orders may be suspended by the Chair in discussion with the Chief Executive and Chair of the Audit Committee.
- 5.2. A decision to suspend Standing Orders together with the reasons for doing so shall be recorded in the minutes of the meeting.
- 5.3. A separate record of matters discussed during the suspension shall be kept. These records shall be made available to the Audit Committee for review of the reasonableness of the decision to suspend Standing Orders.

6. Use of seal and authorisation of documents

6.1 Use of Seal

The ICB may have a seal for executing documents where necessary. The following individuals or officers are authorised to authenticate its use by their signature:

- Chief Executive
- Director of Finance
- Any senior officer authorised by the Chief Executive

A seal is typically required to be applied to a document where it states 'Executed as a Deed'.

The ICB seal will be kept in a secure location by the ICB Board Secretary.

6.2 Execution of a document by signature

The following individuals are authorised to execute a document on behalf of the ICB by their signature:

- Chief Executive
- Director of Finance
- Any senior officer authorised by the Chief Executive

Public Meeting of NHS Lincolnshire Integrated Care Board

Date: Friday, 1st July 2022

Location: Bridge House, Sleaford

Agenda Number:	Four
Title of Report:	NHS Lincolnshire ICB Key Governance documents
Report Author:	Jules Ellis-Fenwick, ICB Board Secretary
Appendices:	ICB Governance Handbook Standards of Business Conduct and Conflicts of Interest Policy Committee Handbook List of ICB GP Practices

1. Key Points for Discussion:
<p>To present the ICB key governance documents which support the Constitution and Standing Orders.</p> <p>The ICB Board is asked to consider the documents as detailed below.</p>
2. Recommendations
<p>The NHS Lincolnshire ICB Board is requested to approve:</p> <ul style="list-style-type: none"> • Approve the ICB Standing Financial Instructions • Approve the ICB Scheme of Reservation and Delegation • Approve the ICB Governance Handbook, including Functions and Decisions Map and Committee Handbook.
3. Executive Summary
<p>The ICB Constitution is supported by a number of documents which provide further details on how governance arrangements in the ICB will operate. This includes the Standing Orders (as referred to under the previous item) but also the following which do not form part of the Constitution but are required to be published:</p> <p>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.</p>

- 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.
- d) The ICB Governance Handbook** – This brings together all the ICB’s governance documents, so it is easy for interested people to navigate. It includes:
- The above documents (a - c)
 - Terms of reference for all Committees and Sub-Committees of the Board that exercise ICB functions.
 - Delegation arrangements for all instances where ICB functions are delegated, in accordance with section 65Z5 of the 2006 Act, to another ICB, NHS England, an NHS trust, NHS foundation trust, local authority, combined authority or any other prescribed body; or to a joint committee of the ICB and one of those organisations in accordance with section 65Z6 of the 2006 Act.
 - Terms of reference of any joint committee of the ICB and another ICB, NHS England, an NHS trust, NHS foundation trust, local authority, combined authority or any other prescribed body; or to a joint committee of the ICB and one or those organisations in accordance with section 65Z6 of the 2006 Act.
 - The up to date list of eligible providers of primary medical services under clause 3.6.2 - **attached at Appendix C.**
 - Scheme of Reservation and Delegation
 - Committee Terms of Reference Review Dates
 - Financial Procedure Limits
 - Committee Handbook (including Terms of Reference templates, Board paper templates) – **attached at Appendix B.**

The ICB Governance Handbook should also include key policy documents or links, including the Standards of Business Conduct and Conflicts of Interest Policy, which is attached at **Appendix A.**

The ICB Board is asked to approve the key governance documents as presented.

4.	Management of Conflicts of Interest
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The ICB Governance Handbook includes at Appendix A the Standards of Business Conduct and Conflicts of Interest Policy.

5.	Risk and Assurance
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Not applicable in relation to this paper.

6.	Financial/Resource Implications
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As detailed in the Standing Financial Instructions and supporting Delegated Financial Authority Limits.

7.	Legal, Policy and Regulatory Requirements
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As defined under the Executive Summary section.

8.	Health Inequalities implications
Tackling health inequalities is referred to in the ICB Governance Handbook as one of the four key aims of an ICS.	
9.	Equality and Diversity implications
The core purposes of the ICB are outlined in the CCG Governance Handbook.	
10.	Patient and Public Involvement (including Communications and Engagement)
In line with section 14Z54(2) of the 2006 Act the ICB has made arrangements to secure that those individuals to whom services which are, or are to be, provided pursuant to arrangements made by the ICB in the exercise of its functions, and their carers and representatives, are involved with key areas of the ICB, which are set out in the Constitution.	
11.	Report previously presented at:
Not applicable.	
12.	Sponsoring Director/Partner Member/Non-Executive Director
Mr Matt Gaunt, Director of Finance and Contracting – m.gaunt@nhs.net	

NHS LINCOLNSHIRE INTEGRATED CARE BOARD

ICB GOVERNANCE HANDBOOK

Document Control Sheet

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Status	Final
Author(s)	Jules Ellis-Fenwick, ICB Corporate Board Secretary
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Appendix A - Standards of Business Conduct and Managing Conflicts of Interest Policy

Appendix B – Committee Handbook

Appendix C – List of ICB GP Practices

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 Director of Nursing ① Medical Director	① Provider of Primary Medical Services ① NHS Trust	

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.

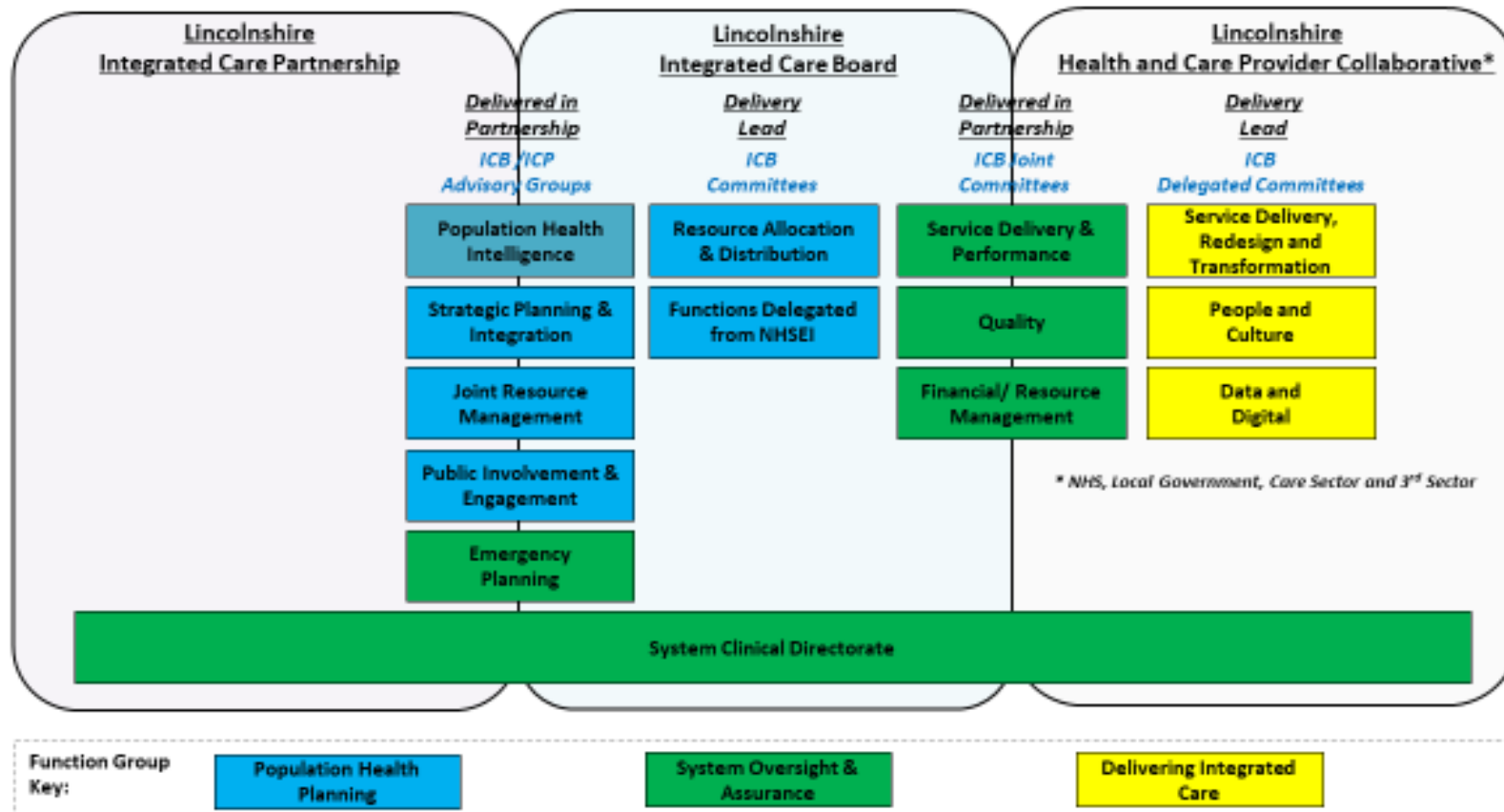
1.6.4 Other Committees

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

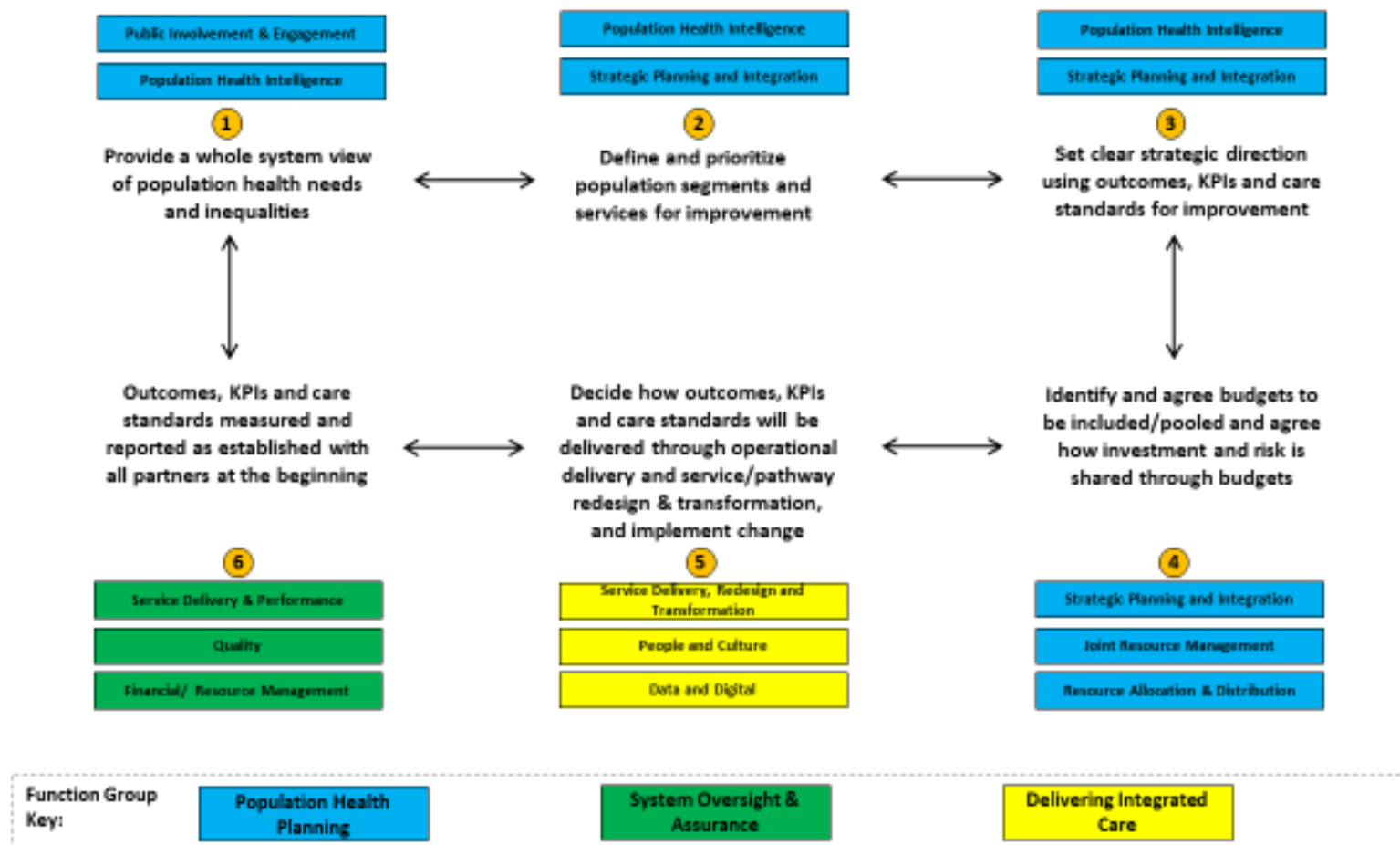
- Service Delivery and Performance (ICB Joint Committee)
- Quality (ICB Joint Committee)
- Finance (ICB Joint Committee)

2. INTEGRATED CARE SYSTEM – FUNCTIONS AND DECISIONS MAP

ICB Function Map

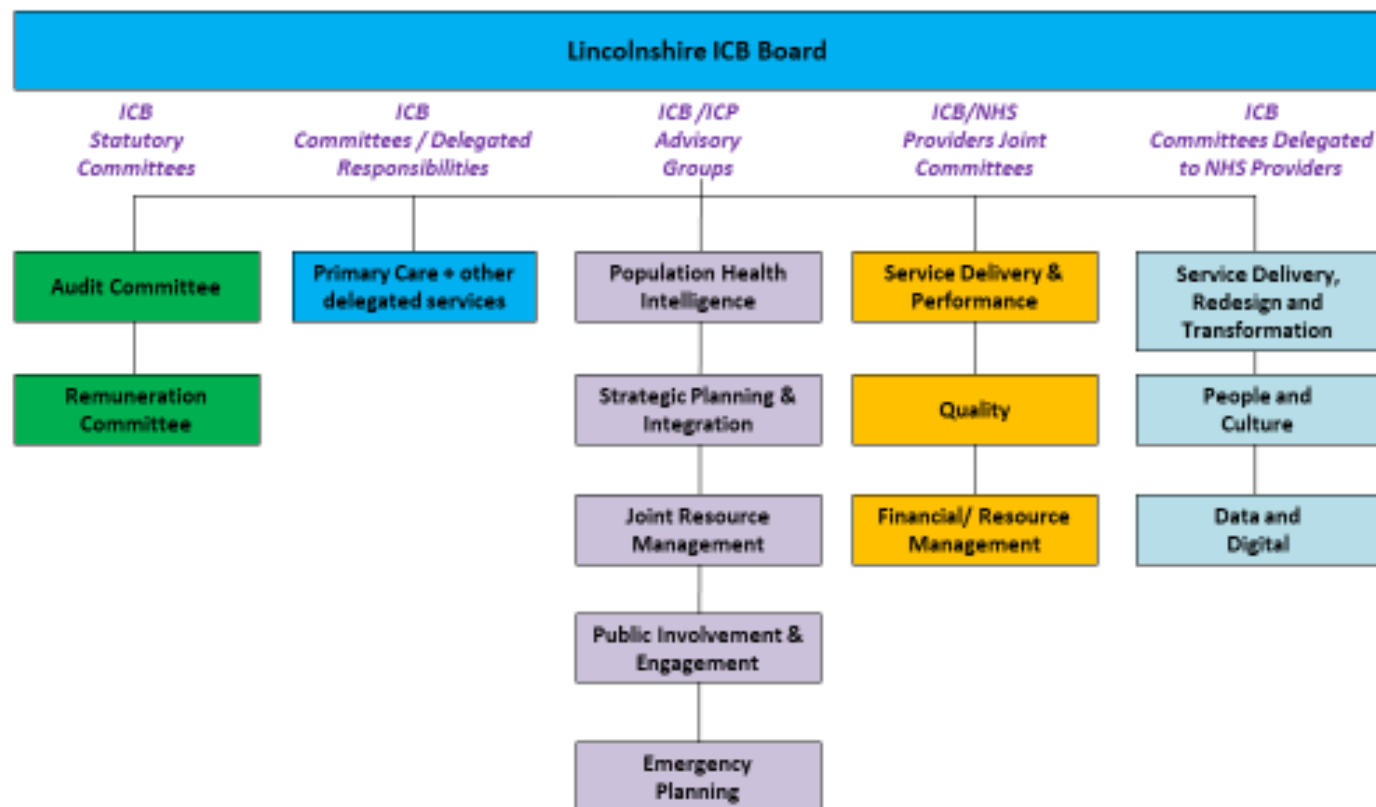


ICB Function Map: 'in action' to drive integration



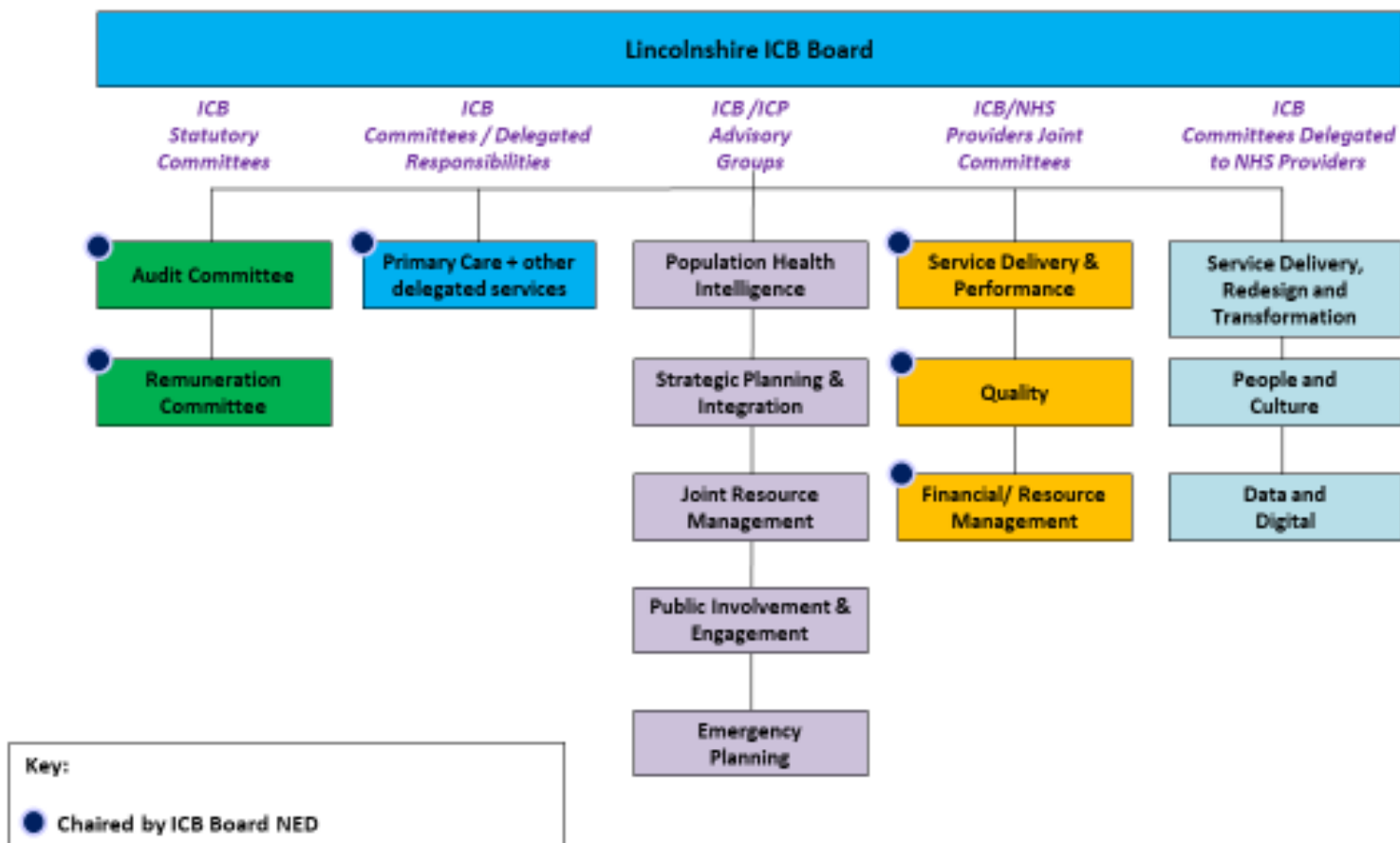
ICB Board Committee and Advisory Group Structure

Based on the high level ICB function map, an ICB Board committee and advisory group structure has been drafted...



ICB Member links to governance arrangements

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 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.
- 5.2 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 Lay Members are discussed, a separate Non-Executive Director 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 FUNCTION 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 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.

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:

5. NON-STATUTORY COMMITTEE TERMS OF REFERENCE

NHS LINCOLNSHIRE INTEGRATED CARE BOARD

QUALITY 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 four members of the Committee including two who are Non-Executive Members of the Board (from the ICB). 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:

- Non-Executive Member (Chair)
- Non-Executive Member (Deputy Chair)
- ICB Director of Nursing
- ICB Medical Director
- Other representatives (1 acute provider representative, 1 primary care representative, 1 local authority lead).
- Other suggested representatives: mental health, community and ambulance provider representatives.

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](#)

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 provider representative 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 risks 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 PFD report).
- 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 (eg 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 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:

Date of review:

NHS LINCOLNSHIRE INTEGRATED CARE BOARD

FINANCE COMMITTEE

TERMS OF REFERENCE

1. CONSTITUTION

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

The Finance 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 task and finish 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 task and finish 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 Finance Committee has been established to contribute to the overall 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. This includes:

- Financial performance of the ICB;
- Financial performance of NHS organisations within the ICB footprint.

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 four members of the Committee including two who are Non-Executive Members of the Board (from the ICB). 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:

- Non-Executive Director (Chair)
- Non-Executive Director (Deputy Chair)
- ICB Director of Finance
- Three NHS Provider organisations Directors of Finance
- Three NHS Provider organisations Directors of Operations
- Four NEDs who chair each organisation's Finance and Performance Committee.
- A quality representative

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

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 Finance Committee shall usually meet on a monthly basis each 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 at least 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 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 Finance Committee will be authorised by the ICB Board. It is expected that the Finance Committee will:

- Ensure oversight of operational and financial performance of the NHS Lincolnshire System, so that there is "one version of the truth", including oversight of the delivery of operational and financial targets and ongoing scrutiny of the delivery of system wide efficiency savings.
- Review, challenge and confirm that the required performance and financial outcomes are delivered with associated risks identified and mitigated.
- Reviewing system-wide investment cases, focusing on transformational investment of NHS Lincolnshire revenue and capital based on the Financial Leadership Group's value assessment of significant investments in the Healthcare System.
- Assist the SLB 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.
- Review system financial and performance governance arrangements and make recommendations regarding that to organisations and the System Leaders Board.
- Champion a collaborative approach to system financial delivery which prioritises those outcomes which maximise system return on investment.
- Agree key messaging on financial and operational performance through to NHSEI.
- Promote approaches which put patient value at the core of system decision making.
- Provide assurance through organisational governance structures regarding the system position.
- Identify key risks effecting the delivery of the agreed plans and maintain a Committee risk register, with significant risks being escalated to the System Leaders Board.

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 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 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 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 System Leaders Board monthly.
- d) The 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 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:

Date of review:

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 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 COMMITTEE

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.

The Board will appoint no fewer than two Non-Executive Members of the Board (from the ICB). 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 Member (Deputy Chair)
- Non-Executive Directors from each Lincolnshire NHS Organisation
- ICB Director of System Delivery
- ICB Director of Strategic Planning and Partnerships
- Nominated Director responsible for Strategy and Planning from a NHS Provider
- Nominated Director responsible for Operations from a NHS Provider
- Senior Quality Lead
- Senior Finance Lead

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:

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.

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 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

50% attendees from the membership outlined above – including at least two Non-Executive Members 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.

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.

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 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 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.
- Provide timely information and make recommendations to the ICB Board and NHS Provider Boards (and Provider Collaborative) on service delivery and performance issues at a system level, in the context of:
 - National priority 'transactional' measures e.g. LD health checks, MH single sex wards
 - 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).
- 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).
- Ensure 'lessons learned' reports and evaluation reports on benefit realisation following the delivery of transformational programmes are developed and utilised (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:

- 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. COMMITTEE TERMS OF REFERENCE REVIEW DATES

Committee	Approved Date	Review Date
Audit Committee	1 st July 2022	June 2023
Remuneration Committee	1 st July 2022	June 2023
Primary Care and Integrated Commissioning Committee	1 st July 2022	June 2023
Service Delivery and Performance Committee	1 st July 2022	June 2023
Quality Committee	1 st July 2022	June 2023
Finance /Resource Management Committee	1 st July 2022	June 2023

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 Draft 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	<p>Approve the arrangements for discharging the ICB's functions including but not limited to:</p> <ul style="list-style-type: none"> 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	<p>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.</p>					✓ 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	<p>Arrange for the provision of health services in line with the allocated resources through the ICS through a range of activities, including:</p> <p>a) putting contracts and agreements in place to secure delivery of its plan by providers.</p> <p>b) convening and supporting providers (working at scale and at place) to lead major service transformation programmes to achieve agreed outcomes.</p> <p>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.</p> <p>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.</p>			<p>✓ 5b Provider Collaborative</p> <p>✓ 5c Provider Collaborative</p>			<p>✓ 5a Finance</p> <p>✓ 5d Quality</p>	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

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 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	Exercise of functions jointly with other ICBs, combined authorities, Local Health Boards, including establishment of pooled funds and budgets.			✓				Yes
ICB 11	Planning for and responding to and leading recovery from incidents (EPRR) to ensure NHS and partner organisations are joined up at times of greatest need, including taking on incident co-ordination responsibilities as delegated by NHS England and NHS Improvement.	✓						

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
Public Involvement and Engagement								
ICB F 7 ⁷	Consultation about commissioning plan.			✓				No
ICB F 7	Engagement with Health Overview and Scrutiny Committees.			✓				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, NHSEI.		✓					Yes
ICB F 3	Exercise of functions by, or jointly with, NHS England.		✓					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

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
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
ICB Corporate Functions								
Constitution and Audit Committee TOR ⁸	<p>Audit Committee</p> <ul style="list-style-type: none"> • 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

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
Constitution 8 and Rem Committee TOR	<p>Remuneration Committee</p> <p>Arrangements for Determining the Terms and Conditions of Employees, including:</p> <ul style="list-style-type: none"> • 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); • 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. 		✓ Rem Committee					No
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

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
Operational Business and Risk Management								
Audit Committee TOR	Approve the ICB's Counter Fraud and Security Management arrangements.		✓ Audit					No
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
ICB F 9 ⁹	Meet maximum waiting times standard and offer assistance re waiting times.						✓ Service Delivery	Yes
Financial/Resource Management								
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 Operational Scheme of Delegation (and financial authority limits). These should be read in conjunction with the ICB's Prime Financial Policies 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 Operational Scheme of Delegation that underpins the ICB's Scheme of Reservation and Delegation is reserved to the ICB Board.

	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 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 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 advertising 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	

	Responsibility	Delegation Arrangements	Further Information																														
2.9	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.	<table border="1"> <thead> <tr> <th>Role</th> <th>Healthcare NHS Provider</th> <th>Healthcare Non-NHS Provider</th> <th>Non-Healthcare</th> </tr> </thead> <tbody> <tr> <td>ICB Board</td> <td>Unlimited</td> <td>Unlimited</td> <td>Unlimited</td> </tr> <tr> <td>Chief Executive</td> <td>Unlimited</td> <td>Up to £25 million</td> <td>Up to £2 million</td> </tr> <tr> <td>Director of Finance and Contracting</td> <td>Unlimited</td> <td>Unlimited</td> <td>Up to £1 million</td> </tr> <tr> <td>Deputy/Assistant Directors of Finance and 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 ICB Board</td> <td>Up to £2 million</td> <td>Up to £2 million</td> <td>Up to £100,000</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> </tbody> </table>	Role	Healthcare NHS Provider	Healthcare Non-NHS Provider	Non-Healthcare	ICB Board	Unlimited	Unlimited	Unlimited	Chief Executive	Unlimited	Up to £25 million	Up to £2 million	Director of Finance and Contracting	Unlimited	Unlimited	Up to £1 million	Deputy/Assistant Directors of Finance and Contracting	Up to £30 million	Up to £5 million	Up to £100,000	Officer Members of the ICB Board	Up to £2 million	Up to £2 million	Up to £100,000	Executive Directors	Up to £500,000	Up to £250,000	Up to £50,000			
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Executive Directors	Up to £500,000	Up to £250,000	Up to £50,000																														
2.11	Approval of variations or extensions to contracts: See 2.10 above		In all contracts the ICB should endeavour to obtain best value for money																														
2.12	Sealing of documents	Chair (or Vice Chair in the absence of the Chair) and one Executive Director	Subsidiary pages of works contracts to be signed in accordance with Power of Appointment procedure																														
3	Income Generation and Research and Development Contracts																																
3.1	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	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.																														

	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	In addition, staff will need to follow the local procedures which relate to their own AQP services, e.g., CHC, diagnostics.
	AQP activity outside the agreed contract tariff	Authorisation needed as per the Detailed Scheme of Delegation.	Treat CHC Funded Nursing Care in the same way as AQP.

	Responsibility	Delegation Arrangements	Further Information
4.2	All other non pay (limits include VAT) Authorisation 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.	
	Authorisation of internal requisitions and invoices	In accordance with the Financial and Procedural Limits s	As clarified in 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	
	Exceptional: CHC activity based on non-AQP pricing framework	Finance managers band 8a or above	In line with local procedures and supported by appropriate backing data.
	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 CCG procedures.
	Exceptional: claims for meeting attendance under £1000	Finance managers band 7 or above	
	Exceptional: primary care capital expenditure	In accordance with the Financial and Procedural Limits s	As clarified in 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 4.2 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 staff where: - Cost is less than £600 per day (including irrecoverable VAT) - Engaged for less than 6 months - and not in rolls of significant influence.	Budget Holders, in line with the detailed scheme of delegation.	Prior to incurring any pay expenditure which includes agency, interim and temporary staff, the ICB's establishment vacancy control process must be followed as well as the Temporary Staffing Policy incorporating escalation policies for rate outside either framework or NHSE caps. IR35 checks will be needed for off-payroll engagements - contact Financial Accounting.
	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	Chief Executive or Director of Finance	
	Authority to permanently amend the formal establishment	Chief Executive or Director of Finance	
	All off payroll/agency staff where: - Cost is less than £600 per day (including irrecoverable VAT) - Engaged for less than 6 months - and not in rolls of significant influence.	Chief Executive or Director of Finance	Prior to incurring any pay expenditure which includes agency, interim and temporary staff, the ICB's Temporary Staffing Policy must be followed incorporating escalation policies for rate outside either framework or NHSE caps. IR35 checks will be needed for off-payroll engagements - contact Financial Accounting.
	Where any of the above are not met	Director of Finance and NHS England	Once approved by the establishment control process, the scheme of delegation limits apply.
	Booking of bank staff from approved lists.	Chief Executive or Director of Finance	
	Engagement of CCG's solicitors.	Budget Holders, in line with the detailed scheme of delegation.	

	Responsibility	Delegation Arrangements	Further Information
5.2	<p>Authorisation of travel claims (Mileage)</p> <p>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</p>	<p>Line managers with delegated signatory as outlined in the authorised signatory list.</p> <p>Authorisation for claim older than 3 months can be delegated to the Deputy or Associate Director of Finance</p>	<p>Any expenses claimed by the Chair shall be authorised by the Chief Executive and expenses claim by the Chief Executive shall be authorised by the Chair or Director of Finance.</p>
5.3	<p>Authorisation of other travel and other allowances outside the ICB's Expenses Policy</p> <p>Over £300</p> <p>Up to £300</p> <p>up to £100</p> <p>No claims being older than 3 months unless approved by either the Director of Finance or Chief Executive</p>	<p>Chief Executive</p> <p>Chief Executive or Director of Finance</p> <p>Executive Director/Budget Holder</p> <p>Functional Director/Budget Manager</p> <p>Director of Finance but can be delegated to Deputy or Associate Director of Finance</p>	<p>See Travel & Expenses Policy for details of other allowable expenses</p> <p>Any study leave and associated expenses should be agreed by the Director of Finance and Executive Direct/Budget Holder in advance.</p>
5.4	<p>Authorisation of payroll timesheets</p> <p>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</p>	<p>Delegated line managers</p> <p>Authorisation for claims older than 3 months can be delegated to the Deputy or Associate Director of Finance</p>	<p>See Authorised Signatory Policy</p>
6	Income/Debt Write-Off		
6.1	<p>Authorisation of credit notes</p> <p>Greater than £1 million</p> <p>£500,000 and up to £1 million</p> <p>£250,000 and up to £500,000</p> <p>Up to £250,000</p> <p>Up to £50,000</p>	<p>ICB Board</p> <p>Chief Executive</p> <p>Director of Finance</p> <p>Deputy or Associate Director of Finance</p> <p>Budget Managers</p>	
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 Up to £50,000	 ICB Board Chief Executive 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: Greater than £50,000 £10,000 and up to £50,000 Up to £10,000	 ICB Board Chief Executive Audit and Risk Committee or in an emergency Director of Finance or Deputy/Associate Director of Finance	 All losses greater than £100,000 must be approved by Treasury. See losses procedure contained in the General Financial Procedures. After advice taken by lawyers. The Director of Finance will report any cases they consider to be “novel, contentious or repercussive” to the Chair of the Audit and Risk Committee as soon as they become aware of the case. And should be reported to NHS England in line with guidance.
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 Delegation of budgets Approval to spend	ICB Board Chief Executive and Director of Finance Budget Holder/Manager is permitted to incur costs in accordance with their budgets and authorisation limits	The approval of budgets and resources will usually take place during the March Governing Body meeting. 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 Greater than £25,000 up to £100,000 Greater than £500 up to £25,000 £500 and below For other virements Greater than £10,000 Up to £10,000	Chief Executive, Director of Finance or Deputy/Associate Director of Finance Executive Director Budget Holder Budget Manager Clinical and Lay Commissioning Committee Budget Holder	Virements within a budget holder's approved budget are permitted in accordance with virement rules, as set out by the Director of Finance A Business Case is required as part of the investment process.
8.3	Approval of transfers from reserves	Director of Finance	
8.4	Approval of revenue Business Cases (not capital) Greater than £500,000 Up to £500,000	ICB Board Finance Committee	In urgent cases - joint approval by the Chief Executive and Director of Finance required (up to limits of approval by the Clinical Executive 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 Governing Body 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 CCG Board Secretary
12.2	Maintenance of the ICB Gifts and Hospitality register	Director of Finance	Maintained by CCG 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	



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.
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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.
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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.
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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 health 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.
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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.
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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.
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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.
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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.
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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.

NHS LINCOLNSHIRE INTEGRATED CARE BOARD

STANDARDS OF BUSINESS CONDUCT AND CONFLICTS OF INTEREST POLICY (INCLUDING HOSPITALITY, GIFTS AND SPONSORSHIP)

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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 2012, 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 2012 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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 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_atwork/contracts/consultanttermsandconditions.pdf

Where clinical 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. Every 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 or 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)



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:
Signed: **Position:**
 (Line Manager or Senior ICB Manager)

Date:
Date:

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	<p>This is where an individual may get direct financial benefits from the consequences of a commissioning decision. This could, for example, include being:</p> <ul style="list-style-type: none"> • 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. <p>This could also include an individual being:</p> <ul style="list-style-type: none"> • 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	<p>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:</p> <ul style="list-style-type: none"> • 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	<p>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:</p> <ul style="list-style-type: none"> • 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	<p>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:</p> <ul style="list-style-type: none"> • Spouse/Partner • Close relative e.g., parent, grandparent, child, grandchild or sibling. • Close friend • Business partner

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>

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.

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:

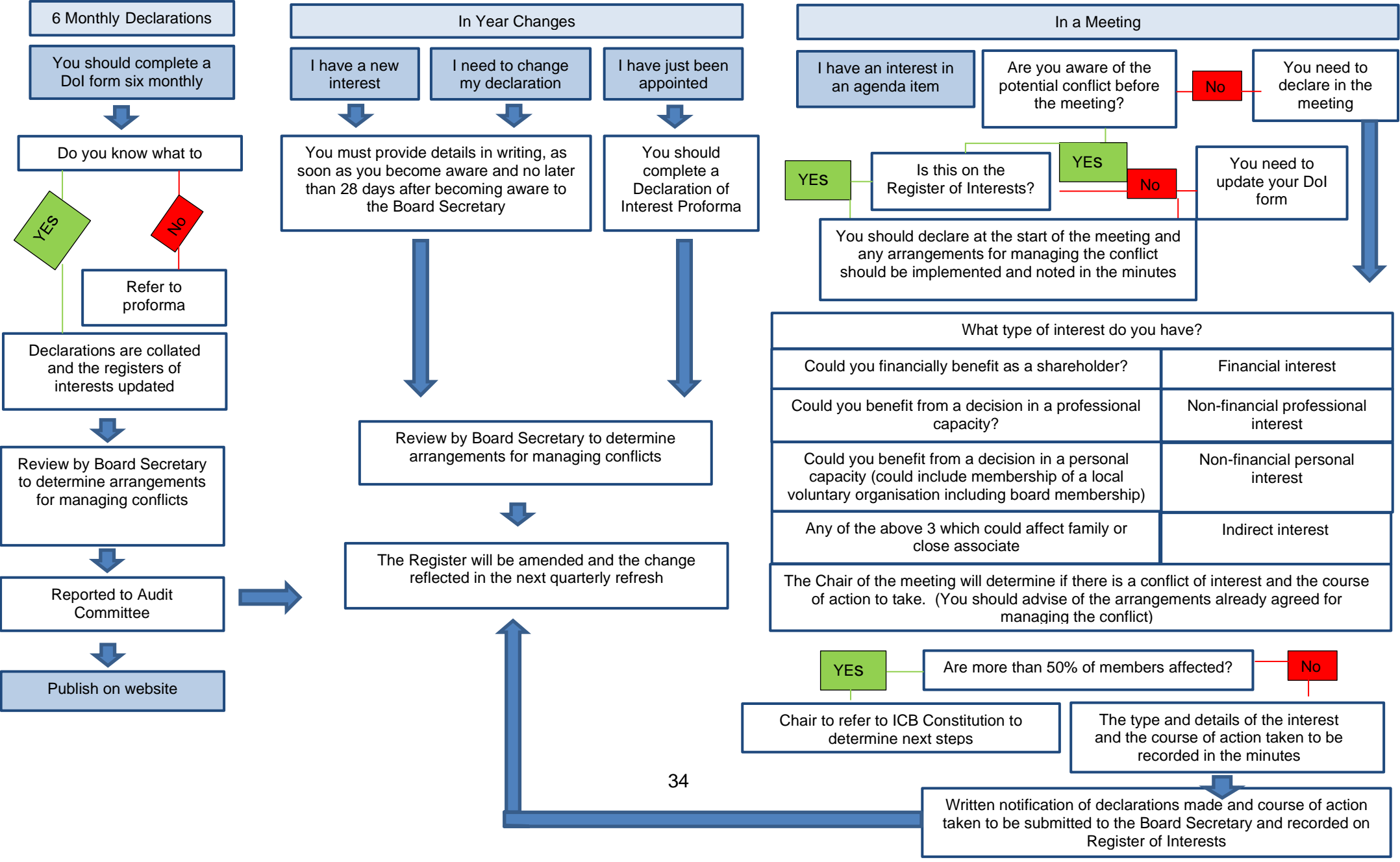
Signed: _____ **Position:** _____ **Date:** _____
Signed: _____ **Position:** _____ **Date:** _____

(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



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

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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 in 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 principle 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 organisations 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 reached through a vote at formal meetings (that is; when a motion is passed).
Secunder	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 device 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.

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:

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 <ul style="list-style-type: none"> Apologies for Absence Declarations of pecuniary and non-pecuniary interests and conflict of interests 	-		
2.	Minutes of the previous meeting <ul style="list-style-type: none"> 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.

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 <ul style="list-style-type: none"> Apologies for Absence Declarations of pecuniary and non-pecuniary interests and conflict of interests 	-		
2.	Minutes of the previous meeting <ul style="list-style-type: none"> 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)

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	<p>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.</p> <p>In some circumstances there may be a requirement for the Board to adopt the measures contained within the report.</p>
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.

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.	

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

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

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			
Does 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: <ul style="list-style-type: none"> • Terms of reference? • Programme for the year? 			

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 Chairman 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 Chairman 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 Chairman 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 Chairman 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 Chairman 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 Chairman, 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.

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, 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	Ajumaal S	Ajumaal, 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

Public Meeting of NHS Lincolnshire Integrated Care Board

Date: Friday, 1st July 2022

Location: Bridge House, Sleaford

Agenda Number:	Five
Title of Report:	Delegation of Services from NHS England to Integrated Care Boards
Purpose:	Sandra Williamson Director for Health Inequalities, Prevention and Regional Collaboration
Appendices:	Appendix 1 – Summary report NHSE/I Midlands and East Appendix 2 - Delegation agreement for Lincolnshire ICB

1. Key Points for Discussion:
<p>The attached summary report provided by NHSE/I Midlands and East Regional Team provides details for the delegation of Primary Medical Services to ICBs on 1st July 2022 and an overview of the operating model for the delegation functions including Pharmacy, Optometry and Dental Services, and the approach for the delegation of complaints functions to ICBs.</p>
2. Recommendations
<p>The ICB Board are recommended to NOTE the Delegation of Services from NHS England to Integrated Care Boards on 1st July 2022 and approval for Delegated Agreement signing by Chief Executive.</p>
3. Executive Summary
<p>The purpose of the report is to:</p> <ol style="list-style-type: none"> provide a summary of the delegation agreement areas of responsibility (Appendix 1) and next steps for the NHS E/I service that will transition to ICSs as follows: <ul style="list-style-type: none"> Primary Medical Services on the 1st July 2022 Complaints functions associated with Primary Medical Services Primary Pharmacy, Optometry and Primary and Secondary Dental Services on 1st April 2023 Complaints functions associated with Primary Pharmacy, Optometry and Primary and Secondary Dental Services on 1st April 2023 Specified Specialised Services from April 2023 provide an overview of the Operating Model principles agreed for the delegation of Pharmacy, Optometry and Dental Services and next steps

3. Provide an update on the collaborative work with NHSE/I Midlands and East, Midlands and East Integrated Care Systems and the Chief Executive sponsors relating to workforce, finance, nursing and quality.
4. receive the NHS Lincolnshire ICB Delegation Agreement for information (Appendix 2)

Background:

The attached paper (Appendix 1) has been prepared by NHSE/I to support the ICS Board with understanding the delegation requirements in relation to the following NHS England services;

- Primary Medical Services on the 1st July 2022
- Complaints functions associated with Primary Medical Services
- Primary Pharmacy, Optometry & Primary and Secondary Dental Services on 1st April 2023
- Complaints functions associated with Primary Pharmacy, Optometry & Primary and Secondary Dental Services on 1st April 2023
- Specified Specialised Services from April 2023

In all cases the responsibility and liability for the planning, performance, finance, quality, and improvement will move from NHS England to ICBs upon delegation. However, in all cases NHS England/I remains accountable to the Secretary of State for the services, which means that NHSE/I will have oversight, set standards and service specifications for the services.

To ensure that any transition is safe, effective and benefits are maximised, NHSEI and ICB Designate Chief Executives have agreed a phased transition to our future state through 2022 to 2024.

Changes from the Current CCG Primary Medical Delegation Agreement

- Liability shifts to the ICB with the delegated function.
- Onward delegation: Legislation allows ICBs to delegate functions to providers (NHS trusts or FTs) or joint committees. Under the Delegation Agreement, onward delegation is not permitted to Providers (NHS Trusts or FTs); however, onward delegation to joint committees of ICBs is permitted and other delegation subject to approval
- Delegated functions to be included in ICS plan and annual report.
- Duty to comply with guidance (e.g. primary care policy manuals).
- PCCC not mandated, ICBs which wish to maintain their PCCC are able to do so, while considering how to integrate Primary Care with their wider responsibilities.
- Assurance – replaced with broader and more flexible arrangement and has been broadened to reference to ‘any applicable assurance frameworks’
- Strengthened duty to collaborate, comply with the Triple Aim, address health inequalities, and involve under-represented groups in decision making.

4. Management of Conflicts of Interest

Not applicable.

5. Risk and Assurance

NHSE/I Midlands and East Regional Primary Care Team has confirmed that there will no transfer of existing work from NHSE/I to ICBs in 2022/23 for the Pharmacy, Optometry and Dental Primary Care functions.

There will be a resource requirement for ICBs to send officer representatives to attend NHSE/I governance meetings and working groups that have been established to support the transition during 2022/23.

There are several areas which are still to be worked through relating to workforce, governance, finance, nursing and quality, complaints, reserved/retained functions by NHSE/I where the outcome of this work then may lead to specific risks being identified and additional resource required.

A risk remains that the outstanding areas to be worked through may not be completed prior to the Pre-Delegation Assurance Framework in Mid-September and therefore there could be additional gaps, risks and impact on the ICB resources (particularly financial and workforce issues) that arise during 2022/23.

5. Financial/Resource Implications

To be assessed as part of the Pre-Delegation Assurance Framework in Mid-September and through the East Midlands transition arrangements to implement the operating model across East Midlands Integrated Care Systems and further understand any additional gaps, risks, and impact on the ICB resources that arise during 2022/23.

6. Legal, Policy and Regulatory Requirements

National Policy where NHS England delegated the Delegated Functions to the ICB under section 65Z5 of the NHS Act while retaining the reserved functions

7. Health Inequalities implications

Not applicable

8. Equality and Diversity implications

Not applicable

9. Patient and Public Involvement (including Communications and Engagement)

Not applicable

11. Author(s)

Not applicable

12. Sponsoring Director/Partner Member/Non-Executive Director

Sandra Williamson, Director for Health Inequalities, Prevention and Regional Collaboration - Sandra.williamson6@nhs.net

ICS Executive & ICS Board Briefing Paper

Date: 14th June 2022

Agenda item:

Paper Title: Delegation of Services from NHS England to ICS Boards

NHSE Executive Lead: Roz Lindridge, Regional Director of Commissioning

ICS Executive Lead:

Executive summary: This paper provides details for the delegation of Primary medical Services to ICBs on 1st July 2022 and an overview of the operating model for the delegation of Pharmacy, Optometry & Dental Services and the approach for the delegation of complaints functions to ICBs

1 Introduction and purpose of the paper

- 1.1 By delegating commissioning functions to ICBs the aim is to break down barriers and join up fragmented pathways to deliver better health and care so that our patients can receive high quality services that are planned and resourced where people need it. This paper aims to support the ICS Board with understanding the delegation requirements in relation to the following NHS England services
- Primary Medical Services on the 1st July 2022
 - Complaints functions associated with Primary Medical Services
 - Primary Pharmacy, Optometry & Primary and Secondary Dental Services on 1st April 2023
 - Complaints functions associated with Primary Pharmacy, Optometry & Primary and Secondary Dental Services on 1st April 2023
 - Specified Specialised Services from April 2023
- 1.2 Delegation of these services is a national policy. In all cases the responsibility and liability for the planning, performance, finance, quality, and improvement will move from NHS England to ICBs upon delegation. However, in all cases NHS England remains accountable to the Secretary of State for the services, which means that NHSE will have oversight, set standards and service specifications for the services.
- 1.3 To ensure that any transition is safe, effective and benefits are maximised, NHSEI and ICB Designate Chief Executives have agreed a phased transition to our future state through 2022 to 2024.
- 1.4 We have designed and developed a joint approach and through collaboration and co-production with ICS teams, working together to produce operating frameworks that maximise ICS decision making whilst retaining the specialist knowledge and skills of staff.
- 1.5 Through delegation ICB must:
- at all times have regard to the Triple Aim

- at all times act in good faith and with integrity
- conduct all the required commissioning functions in respect of Primary medical service outline and defined in the delegation agreement
- 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, consider how in performing their obligations they can address health inequalities
- at all times exercise functions effectively, efficiently and economically
- act in a timely manner
- share information and best practice, and work collaboratively to identify solutions and enhance the evidence base for the commissioning and provision of health services, eliminate duplication of effort, mitigate risk and reduce cost.

1.6 The 11 Midlands ICB Designate Chief Executives have reviewed the NHSEI Commissioning portfolio over the past 12 months, and agreed that:

- Primary Care decision making is best undertaken at an ICS level
- Specialised Service decision making is best undertaken at a Multi-ICS level due to the complexity and risks associated with these services.

2. Primary Medical Services

2.1 Primary medical services are currently delegated to CCGs. As ICBs become legal entities and CCGs dissolved, ICBs will automatically take on Primary Medical services without undertaking further due diligence. The new ICB delegation agreement in a new agreement and now included the delegation of liabilities. As with current arrangements, an MoU will cover the support arrangements (known as GMAST) until the agreed transfer in line with Pharmacy, Optometry and Dental services

2.2 There is a nationally defined process for sign off of new Delegation Agreements, with sign off required by the CEO of the ICB on the 1st July 2022. The Delegation Agreement will be sent to ICBs from 20th June.

3. Complaints functions associated with Primary Medical Services

3.1 Handling of complaints made in respect of primary medical services in accordance with the Complaints Regulations will be delegated to ICBs.

3.2 As a principle, the complaints functions will be delegated at the same time as the primary functions they support; as such the responsibility for the management of complaints is delegated to ICBs for primary medical services from 1st July. However, the national task and finish groups for the oversight of complaints has recently convened, therefore the national policy for this is underdevelopment.

3.3 All 11 ICB Designate Chief Executives have agreed on the advice of the Regional Director of Nursing and Quality to a 3 month transition from the 1st July to the 30th September whereby the ICB will delegate back the responsibility for complaints to delegated senior officers within NHSE will continue to sign off complaints. This will provide an appropriate and timebound period to enable further detailed work to be carried out in relation to the transfer of this responsibility.

3.4 The workforce supporting the complaint functions for Primary Medical Services will be included in the operating model and workforce model under the wider primary care (Primary Dental, Optometry & Pharmacy Services (POD) delegation work.

4. Primary Pharmacy, Optometry & Primary and Secondary Dental Services

- 4.1 NHSEI, ICB Designate Chief Executives have been working together to plan and develop our joint approach to delegation of these services to ensure the safe and effective transition to a more integrated way of working.
- 4.2 In order to achieve the April 2023 delegation requirement, applications are required to be submitted by each **ICB by mid-September 2022** for Primary Care Pharmacy, Optometry & Dental. Each ICB is required to sign off an Operating and Workforce model in advance of the September 2022 assurance process.
- 4.3 The principles within this Operating Model have been developed jointly between ICBs and NHSE. However, the ability to influence future transformation of these services is limited due to the national stipulations and constraints of the contracts.
- 4.4 To support a safe and ordered transition during 2022/23, joint working groups are in place to manage the risks, information governance and appropriate due diligence to ensure a transparent and smooth transfer of responsibilities to ICBs.
- 4.5 There are risks to taking on these delegated functions. Specifically, workforce capacity and an agreed model across systems in the East and West Midlands. Working together, mitigations will be put in place. **John Turner, Designate Chief executive for Lincolnshire ICS has agreed to be the ICB executive sponsor** for the workforce modelling working with ICS representatives and NHSE. The agreed principles for the workforce modelling are:
- Minimum disruption for staff
 - Ensure that where possible our NHS talent is retained and deployed to support systems in an agile way driving forward the 'one NHS workforce' ambition
 - Take steps to plan and implement the transition, encouraging best people practices throughout and enabling the right conditions for our teams to deliver the primary care function for the ICBs as responsible organisations and a team to provide oversight and assurance for the NHSE region.
- 4.6 The **operating model for the delegation of pharmacy, optometry and dental services** will be through **two primary care teams one East midlands team and one West Midlands team** to deliver the functions on behalf of the 5 East Midlands and 6 West Midlands ICBs.
- 4.7 The team will provide a clear and definable service detailed through an MOU to enable the primary care delegated functions to be delivered. ICBs will provide the leadership and strategic guidance to ensure that the team can deliver the function effectively, including:
- **Collaboration between ICBs** will be key to ensure the team can fulfil day to day functions and agreement on use of the team when there are competing priorities for their capacity, e.g. procurements, service developments etc.
 - **Managing contractual relationships will be guided by nationally stipulated standardised frameworks**, but there remains a need for some local judgement and flexibility. Where standard procedures are not in place, and they cannot cover every eventuality, the teams will use their judgement and be guided by the culture, values and expected behaviours promoted by the ICBs working in collaboration to deliver these services noted by the ICBs working in collaboration to deliver these services
 - **Reserved NHSE Functions:** The majority of policy setting comes from the national team. The regional team's function will be improvement, assurance, and oversight, to ensure the delegated functions are successfully being delivered and to design and deliver transformation programmes in support of national priorities

- **Interdependencies:** This operating model focuses on the Primary Care Commissioning and contracting functions. The model will also apply to the complaints function that is being delegated from April 2023 and the primary care finance team, clinical advisor support and quality functions who will form part of the delegated function.
- **Transformation and service improvement** in terms of service delivery will take place within the ICS within the structures and capacity developed as part of the ICS establishment

5. **Complaints functions associated with Primary Pharmacy, Optometry & Primary and Secondary Dental Services**

- 5.1 The complaints functions will be delegated at the same time as the primary functions they support, as such the responsibility for the management of complaints will be delegated to ICBs for Pharmacy, Optometry and Dental services from 1st April 2023.
- 5.2 The national task and finish group for the oversight of complaints will provide further advice and guidance in due course.

6. **Specified Specialised Services**

- 6.1 Prevention, diagnosis, acute treatment, chronic management and specialised services are planned and commissioned by different organisations with plans based on different historic views resulting in misaligned priorities. Moving to a single planning structure with aligned incentives and plans based across whole patient pathway aims to enable greater innovation and collaboration and more joined up services across the patient pathway.
- 6.2 There are circa 150 services categorised as specialised services that NHS England commissions; 65 of these services have been assessed as suitable and ready for delegation to ICBs. Due to the complexity and risks associated with these services, ICB Designate Chief Executives and NHSE have agreed that they are best undertaken at a Multi-ICS level.
- 6.3 The national 'roadmap' for specialised acute services published in May outlined the process for the delegation. The road map outlines the following:
 - All services will continue to be prescribed specialised services
 - As with Primary Care services, NHSE retains accountability for the entire portfolio of specialised services
 - All specialised services will be subject to national service specifications and evidence-based clinical policies that will continue to be developed by NHSE
 - Universal access to provision of services across the country will be maintained no matter where patients live
 - Services will be commissioned on an appropriate geographical footprint, determined by factors including population base and patient flows, between NHSE and (multiple) ICBs
 - The clinical leadership infrastructure that supports specialised commissioning will continue and be strengthened
 - We will ensure continued involvement of patients and the public in specialised commissioning
 - Commissioning expertise will be maintained in the NHSE national and regional teams in 2022/23, increasingly facing towards ICSs from 23/24
 - Future delegation arrangements will be underpinned by robust governance and oversight arrangements
- 6.4 For those specialised acute services which are delegated to the ICB, the ICB will be required under the delegation agreement to come together on a multi-ICS footprint to jointly commission these services. The mechanism for this will be through formal Joint Committees with NHSEI retaining a seat at the table in decision making. NHSEI will retain those services currently not deemed suitable for immediate delegation.

- 6.5 To support ICBs understand current decision making process in acute specialised services, and to enable greater joint working in 22/23, ICS representatives (or representatives of the agreed multi-ICS footprint(s)) will be invited to attend the current Midlands Formal Acute Specialised Commissioning Group (FAMSCG). We also agreed to review the name of this decision making committee to enable a smooth evolution in 23/24 when some formal delegation commences for specialised services,
- 6.6 The operating model will be co-produced with ICS representatives through two Midlands wide working groups (commissioning and finance). The working groups will model options for both a Midlands-wide and East & West Midlands options, which will be presented to ICB Chief executives early September. This will be informed by appropriate provider engagement.
- 7. Agreed Next Steps**
- 7.1 Delegation agreements for Primary Medical Services will be sent to ICS from 20th June for 1st July signature. These must be returned to NHS England on the 1st July.
- 7.2 The modelling for workforce to support the delegation of Pharmacy, Optometry and Dental services will now be completed.
- 7.3 A dedicated deep dive on finance session for ICB Chief Executives and Directors of Finance for Pharmacy, Optometry and Dental services and Specialised Services will be set for early July to support the ongoing joint development of our approach to delegation.
- 7.4 Further work will be undertaken to co-produce with ICBs the operating model for specialised service delegation.
- 7.5 With Chief Executive sponsors (Simon Whitehouse Shropshire, Telford & Wrekin ICS and Toby Sanders of Northamptonshire ICS) NHS England will work through the joint working groups to develop robust governance to support delegation across all functions.
- 7.6 Jointly develop our approaches to Professional leadership with ICB medical directors and Directors of nursing

Recommendation

My appreciation and gratitude go to the ICB teams and ICB designate chief executives for their ongoing commitment and collaboration with other ICBs and NHSE to co-produce the operating model and approach to delegation. Together we have built a great platform for future joint working and the exploration of opportunities for collaboration.

I would like request that ICS Boards note the content of this briefing and approve the approach and way forward detailed above. Could you please get back to me in confirmation of your agreement, thus providing myself and the Chief Executives the joint mandate to take the work forward

Kind Regards

Roz Lindridge
Regional Director of Commissioning

DATED:

2022

Delegation Agreement in respect of:

(i) Primary Medical Services

between:

NHS England

-and-

NHS Lincolnshire Integrated Care Board

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Delegation Agreement for Primary Care & Dental Functions

1. PARTICULARS

1.1 This Agreement records the particulars of the agreement made between NHS England and the Integrated Care Board (ICB) named below.

Integrated Care Board	NHS Lincolnshire Integrated Care Board
Area	Area of the ICB as defined in its Constitution
Date of Agreement	The date stated on the front page of this document
Effective Date of Delegation	1 July 2022
ICB Representative	John Turner
ICB Email Address for Notices	John.turner19@nhs.net
NHS England Representative	Dale Bywater
NHS England Email Address for Notices	dale.bywater1@nhs.net

The following parts of Schedule 2 are included in this Agreement¹:

Schedule 2A – Primary Medical Services	Yes
Schedule 2B – Primary Dental Services and Prescribed Dental Services	Primary Dental Services: No Prescribed Dental Services: No
Schedule 2C – Primary Ophthalmic Services	No
Schedule 2D – Pharmaceutical Services and Local Pharmaceutical Services	No

1.2 This Agreement comprises:

- 1.2.1 the Particulars (clause 1);
- 1.2.2 the Terms and Conditions (clauses 2 to 31); and
- 1.2.3 the Schedules.

¹ This table must be completed to indicate which services are included in the Delegation.

Signed by NHS England
Dale Bywater
Regional Director for the Midlands
(for and on behalf of NHS England)

Signed by NHS Lincolnshire Integrated Care Board
John Turner
Chief Executive Officer
(for and on behalf of NHS Lincolnshire Integrated Care Board)

Terms and Conditions

2. INTERPRETATION

- 2.1 This Agreement is to be interpreted in accordance with SCHEDULE 1 (Definitions and Interpretation).
- 2.2 If there is any conflict or inconsistency between the provisions of this Agreement, that conflict or inconsistency must be resolved according to the following order of priority:
 - 2.2.1 the Particulars and Terms and Conditions (clauses 1 to 31);
 - 2.2.2 SCHEDULE 1 to SCHEDULE 6, SCHEDULE 8 and SCHEDULE 9 to this Agreement; and
 - 2.2.3 SCHEDULE 7 (Local Terms).
- 2.3 This Agreement constitutes the entire agreement and understanding between the Parties relating to the Delegation and supersedes all previous agreements, promises and understandings between them, whether written or oral, relating to its subject matter.
- 2.4 Where it is indicated that a provision in this Agreement is not used, that provision is not relevant and has no application in this Agreement.
- 2.5 Where a particular clause is included in this Agreement but is not relevant to the ICB because that clause relates to matters which do not apply the ICB (for example, if the clause only relates to functions that are not Delegated Functions in respect of the ICB), that clause is not relevant and has no application to this Agreement.

3. BACKGROUND

- 3.1 By this Agreement NHS England delegates the Delegated Functions to the ICB under section 65Z5 of the NHS Act while retaining the Reserved Functions.
- 3.2 Arrangements made under section 65Z5 may be made on such terms and conditions (including terms as to payment) as may be agreed between NHS England and the ICB.
- 3.3 This Agreement sets out the terms that apply to the exercise of the Delegated Functions by the ICB and the Parties' associated responsibilities and measures required to ensure the effective and efficient exercise of the Delegated Functions and Reserved Functions.

4. TERM

- 4.1 This Agreement has effect from the Date of Agreement set out in the Particulars and will remain in force unless terminated in accordance with clause 27 (*Termination*) below.

5. PRINCIPLES

- 5.1 In complying with the terms of this Agreement, NHS England and the ICB must:
 - 5.1.1 at all times have regard to the Triple Aim;
 - 5.1.2 at all times act in good faith and with integrity towards each other;
 - 5.1.3 have regard to the intention that commissioning functions in respect of Primary Medical Services, Primary Dental Services and Primary Ophthalmic Services will in future be directly conferred on the ICB;
 - 5.1.4 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;

- 5.1.5 consider how in performing their obligations they can address health inequalities;
- 5.1.6 at all times exercise functions effectively, efficiently and economically;
- 5.1.7 act in a timely manner;
- 5.1.8 share information and best practice, and work collaboratively to identify solutions and enhance the evidence base for the commissioning and provision of health services, eliminate duplication of effort, mitigate risk and reduce cost; and
- 5.1.9 have regard to the needs and views of the other Party and as far as is lawful and reasonably practicable, take such needs and views into account.

6. DELEGATION

- 6.1 In accordance with its statutory powers under section 65Z5 of the NHS Act, NHS England hereby delegates the exercise of the Delegated Functions to the ICB to empower it to commission a range of services for the people of the Area, as further described in this Agreement (“**the Delegation**”).
- 6.2 The Delegated Functions are the functions described as being delegated to the ICB in such of the following Schedules as have been marked as included within this Agreement:
 - 6.2.1 Schedule 2A: Primary medical services;
 - 6.2.2 Schedule 2B: Primary dental services and prescribed dental services;
 - 6.2.3 Schedule 2C: Primary ophthalmic services;
 - 6.2.4 Schedule 2D: Pharmaceutical services and local pharmaceutical services.
- 6.3 The Delegation has effect from the Effective Date of Delegation.
- 6.4 NHS England may by Contractual Notice allocate Primary Care Contracts or Arrangements and Prescribed Dental Services Contracts in place at the Effective Date of Delegation to the ICB for the purposes of determining the scope of the Delegated Functions. The Delegated Functions must be exercised both in respect of the relevant Primary Care Contract or Arrangement or Prescribed Dental Services Contract and any related matters concerning the Primary Care Provider that is a party to that Primary Care Contract or Arrangement, or provider of Prescribed Dental Services that is party to that Prescribed Dental Services Contract.
- 6.5 Subsequent to the Effective Date of Delegation and for the duration of this Agreement, any new Primary Care Contract or Arrangement entered into in respect of premises in the Area shall be managed by the ICB in accordance with the provisions of this Agreement as if it had been allocated to the ICB in accordance with clause 6.4.
- 6.6 NHS England may by Contractual Notice add or remove Primary Care Contracts or Arrangements or Prescribed Dental Services Contracts to or from the list of those allocated to the ICB for the purposes of this Agreement. In particular, NHS England may add or remove Primary Care Contracts or Arrangements or Prescribed Dental Services Contracts where this is associated with an extension or reduction of the scope of the Delegated Functions.

- 6.7 Decisions of the ICB in respect of the Delegated Functions and made in accordance with the terms of this Agreement shall be binding on NHS England and the ICB.
- 6.8 The ICB is not authorised by this Agreement to take any step or make any decision in respect of Primary Care Services or Prescribed Dental Services beyond the scope of the Delegated Functions.
- 6.9 NHS England may, at its discretion, substitute its own decision for any decision which the ICB purports to make that is outside the scope of the Delegated Functions. This will take the form of NHS England considering the issue and decision purportedly made by the ICB and then making its own decision. The ICB must provide any information, assistance and support as NHS England requires to enable it to determine whether to make any such decision. In any event such a decision by NHS England shall not extend to those actions or decisions that are of themselves not capable of being delegated by NHS England to the ICB.
- 6.10 The terms of clause 6.9 are without prejudice to the ability of NHS England to enforce the terms of this Agreement or otherwise take action in respect of any failure by the ICB to comply with this Agreement.

7. EXERCISE OF DELEGATED FUNCTIONS

- 7.1 The ICB agrees that it will exercise the Delegated Functions in accordance with:
- 7.1.1 the terms of this Agreement;
 - 7.1.2 any Contractual Notices, including without limitation any Standing Financial Instructions;
 - 7.1.3 all applicable Law and Guidance;
 - 7.1.4 the ICB's constitution;
 - 7.1.5 the requirements of any assurance arrangements made by NHS England, and;
 - 7.1.6 Good Practice.
- 7.2 In exercising the Delegated Functions, the ICB must comply with the Mandated Guidance set out at SCHEDULE 9 or otherwise referred to in this Agreement and such further Mandated Guidance as may be issued by NHS England from time to time, including on the Direct Commissioning Guidance Webpage.
- 7.3 NHS England may, at its discretion, issue Contractual Notices from time to time relating to the manner in which the Delegated Functions must be exercised by the ICB. Contractual Notices will have effect as variations to this Agreement.
- 7.4 The ICB must establish effective, safe, efficient and economic arrangements for the discharge of the Delegated Functions.
- 7.5 The ICB must give due consideration to whether any of the Delegated Functions should be exercised collaboratively with other NHS bodies or Local Authorities including, without limitation, by means of arrangements under sections 65Z5 and 75 of the NHS Act.
- 7.6 The ICB must develop an operational scheme of delegation defining those individuals or groups of individuals, including committees, who may discharge aspects of the Delegated Functions. For the purposes of this clause, the ICB may include the operational scheme of delegation within its general organisational scheme of delegation.

- 7.7 Subject to clauses 7.1 to 7.6, the ICB may determine the arrangements for the exercise of the Delegated Functions.
- 7.8 The ICB must perform the Delegated Functions:
- 7.8.1 in such a manner as to ensure NHS England's compliance with NHS England's statutory duties in respect of the Delegated Functions and to enable NHS England to fulfil its Reserved Functions; and
 - 7.8.2 having regard to NHS England's accountability to the Secretary of State and Parliament in respect of both the Delegated Functions and Reserved Functions.

8. PERFORMANCE OF THE RESERVED FUNCTIONS

- 8.1 NHS England will exercise the Primary Care Functions and functions in respect of Prescribed Dental Services, other than the Delegated Functions, including but not limited to those set out in SCHEDULE 3 to this Agreement ("the Reserved Functions").
- 8.2 For the avoidance of doubt, the Parties acknowledge that the Delegation may be amended, and additional functions may be delegated to the ICB, in which event consequential changes to this Agreement shall be agreed with the ICB pursuant to clause 25 (*Variations*) of this Agreement.
- 8.3 NHS England will work collaboratively with the ICB when exercising the Reserved Functions.
- 8.4 If there is any conflict or inconsistency between functions that are named as Delegated Functions and functions that are named as Reserved Functions, then such functions shall be interpreted as Reserved Functions.
- 8.5 The Parties acknowledge that, as from the date of this Agreement, the ICB shall provide administrative and management services to NHS England in relation to certain Reserved Functions and that such administrative and management services are as follows:
- 8.5.1 the administrative and management services in relation to the Capital Expenditure Functions and the Capital Expenditure Funds as more particularly set out in clauses 9.14 to 9.17; and
 - 8.5.2 the administrative and management services in relation to the Section 7A Functions and Section 7A Funds as more particularly set out in clauses 9.18 to 9.21.
- 8.6 The Parties further acknowledge that NHS England may ask the ICB to provide certain administrative and management services to NHS England in relation to other Reserved Functions.
- 8.7 Notwithstanding any arrangement for or provision of administrative or management services in respect of certain Reserved Functions, NHS England shall retain and be accountable for the exercise of such Reserved Functions.

9. FINANCE

- 9.1 Without prejudice to any other provision in this Agreement, the ICB must comply with the NHS England central finance team's operational process (as such process is updated from time to time) for the reporting and accounting of funds used for the purposes of the Delegated Functions.

- 9.2 The ICB acknowledges that it will receive funds from NHS England in respect of the Delegated Functions (the “Delegated Funds”) and that these are in addition to the funds allocated to it within its Annual Allocation.
- 9.3 Subject to clause 9.4, the ICB may use:
- 9.3.1 its Annual Allocation and the Delegated Funds in the exercise of the Delegated Functions; and
 - 9.3.2 the Delegated Funds and its Annual Allocation in the exercise of the ICB’s functions other than the Delegated Functions.
- 9.4 The ICB’s expenditure on the Delegated Functions must be no less than that necessary to:
- 9.4.1 ensure that NHS England is able to fulfil its functions, including without limitation the Reserved Functions, effectively and efficiently;
 - 9.4.2 meet all liabilities arising under or in connection with all Primary Care Contracts and Arrangements allocated to the ICB in accordance with clauses 6.4 to 6.6;
 - 9.4.3 meet all liabilities arising under or in connection with all Prescribed Dental Services Contracts allocated to the ICB in accordance with clauses 6.4 to 6.6 in so far as they relate to the Delegated Functions; and
 - 9.4.4 meet national commitments from time to time on expenditure on specific Delegated Functions including, without limitation, the Community Pharmacy Contractual Framework.
- 9.5 NHS England may increase or reduce the Delegated Funds in any Financial Year, by sending a notice to the ICB of such increase or decrease:
- 9.5.1 in order to take into account any monthly adjustments or corrections to the Delegated Funds that NHS England considers appropriate, including without limitation adjustments following any changes to the Delegated Functions, changes in allocations, changes in Primary Care Contracts or Arrangements or otherwise;
 - 9.5.2 in order to comply with a change in the amount allocated to NHS England by the Secretary of State pursuant to section 223B of the NHS Act;
 - 9.5.3 to take into account any Losses of NHS England for which the ICB is required to indemnify NHS England under clause 15;
 - 9.5.4 to take into account any adjustments that NHS England considers appropriate (including without limitation in order to make corrections or otherwise to reflect notional budgets) to reflect funds transferred (or that should have been transferred) to the ICB in respect of the Delegated Functions and/or funds transferred (or that should have been transferred) to the ICB and in respect of which the ICB has management or administrative responsibility under clauses 9.14 to 9.23 of this Agreement; or
 - 9.5.5 in order to ensure compliance by NHS England with its obligations under the NHS Act (including without limitation, Part 11 of the NHS Act) or any action taken or direction made by the Secretary of State in respect of NHS England under the NHS Act.
- 9.6 NHS England acknowledges that the intention of paragraph 9.5 is to reflect genuine corrections and adjustments to the Delegated Funds and may not be used to change

the allocation of the Delegated Funds unless there are significant or exceptional circumstances that would require such corrections or adjustments.

- 9.7 The ICB acknowledges that it must comply with its statutory financial duties, including those under Part 11 of the NHS Act to the extent that these sections apply in relation to the receipt of the Delegated Funds.
- 9.8 NHS England may in respect of the Delegated Funds:
- 9.8.1 notify the ICB regarding the required payment of sums by the ICB to NHS England in respect of charges referable to the valuation or disposal of assets and such conditions as to records, certificates or otherwise;
 - 9.8.2 by notice, require the ICB to take such action or step in respect of the Delegated Funds, in order to ensure compliance by NHS England of its duties or functions under the NHS (including without limitation, Part 11 of the NHS Act) or any action taken or direction made by the Secretary of State under the NHS Act.
- 9.9 SCHEDULE 5 (Financial Provisions and Decision Making Limits) sets out further financial provisions in respect of the exercise of the Delegated Functions and, in particular, Table 1 in SCHEDULE 5 (*Financial Provisions and Decision Making Limits*) sets out certain financial limits and approvals required in relation to the exercise of the Delegated Functions.
- 9.10 NHS England may issue Mandated Guidance in respect of the use of funds for the purposes of the Delegated Functions.

Payment and Transfer

- 9.11 NHS England will pay the Delegated Funds to the ICB monthly using the same revenue transfer process as used for the Annual Allocation or using such other process as notified to the ICB from time to time.
- 9.12 Without prejudice to any other obligation upon the ICB, the ICB agrees that it must use its resources for the purposes of the Delegated Functions in accordance with:
- 9.12.1 the terms and conditions of this Agreement;
 - 9.12.2 the business rules as set out in NHS England's planning guidance or such other documents issued by NHS England from time to time;
 - 9.12.3 any Capital Investment Guidance;
 - 9.12.4 any Mandated Guidance issued by NHS England from time to time in relation to the use of resources for the purposes of the Delegated Functions (including in relation to the form or contents of any accounts); and
 - 9.12.5 the HM Treasury guidance *Managing Public Money* (dated July 2013 and found at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/212123/Managing_Public_Money_AA_v2_-_chapters_annex_web.pdf).
- 9.13 Without prejudice to any other obligation upon the ICB, the ICB agrees that it must provide all information, assistance and support to NHS England in relation to the audit and/or investigation (whether internal or external and whether under Law or otherwise) in relation to the use of or payment of resources for the purposes of the Delegated Functions and the discharge of those functions.

Administrative and/or Management Services and Funds in relation to the Capital Expenditure Functions

- 9.14 The Parties acknowledge that the Capital Expenditure Functions are a Reserved Function.
- 9.15 The Parties further acknowledge that:
- 9.15.1 accordingly, the Delegated Funds do not include any funds in respect of amounts payable in relation to the Capital Expenditure Functions (“**Capital Expenditure Funds**”); and
- 9.15.2 NHS England remains responsible and accountable for the discharge of the Capital Expenditure Functions and nothing in clauses 9.14 to 9.17 shall be construed as a divestment or delegation of NHS England’s Capital Expenditure Functions.
- 9.16 Without prejudice to clause 9.15 above, the ICB will comply with any Mandated Guidance issued in relation to the Capital Expenditure Functions and shall (on request from NHS England) provide the following administrative services to NHS England in respect of the Capital Expenditure Funds:
- 9.16.1 the administration and payment of sums that NHS England has approved as payable in relation to the Capital Expenditure Functions;
- 9.16.2 if requested by NHS England and taking into account (i) any other support or services provided to NHS England by NHS Property Services Limited or otherwise and (ii) any Mandated Guidance issued in respect of the Capital Expenditure Functions, the provision of advice and/or recommendations to NHS England in respect of expenditure to be made under the Capital Expenditure Functions; and
- 9.16.3 such other support or administrative assistance to NHS England that NHS England may reasonably request in order to facilitate the discharge by NHS England of its responsibilities under or in respect of the Capital Expenditure Functions.
- 9.17 NHS England may, at the same time as it allocates the Delegated Funds to the ICB under paragraph 9.11, transfer to the ICB such amounts as are necessary to enable the discharge of the ICB’s obligations under this clause 9 (*Finance*) in respect of the Capital Expenditure Functions.

Administrative and/or Management Services and Funds in relation to Section 7A Functions

- 9.18 The Parties acknowledge that the Section 7A Functions are part of the Reserved Functions.
- 9.19 The Parties further acknowledge that:
- 9.19.1 accordingly, the Delegated Funds do not include any funds in respect of amounts payable in relation to the Section 7A Functions (whether such arrangements are included in or under Primary Care Contracts or Arrangements or not) (“**Section 7A Funds**”); and
- 9.19.2 NHS England remains responsible and accountable for the discharge of the Section 7A Functions and nothing in this clause 9 (*Finance*) shall be construed as a divestment or delegation of the Section 7A Functions.
- 9.20 The ICB will provide the following services to NHS England in respect of the Section 7A Funds:
- 9.20.1 the administration and payment of sums that NHS England has approved as payable under or in respect of arrangements for the Section 7A Functions; and

- 9.20.2 such other support or administrative assistance to NHS England that NHS England may reasonably request in order to facilitate the discharge by NHS England of its responsibilities under or in respect of the Section 7A Funds.
- 9.21 NHS England shall, at the same time as it allocates the Delegated Funds to the ICB under paragraph 9.11, allocate to the ICB such amounts as are necessary to enable the discharge of the ICB's obligations under this clause 9 (*Finance*) in respect of the Section 7A Funds.

Administrative and/or Management Services and Funds in relation to other Reserved Functions

- 9.22 NHS England may ask the ICB to provide certain management and/or administrative services to NHS England (from a date to be notified by NHS England to the ICB) in relation to the carrying out of any of the Reserved Functions.
- 9.23 If NHS England makes such a request to the ICB, then the ICB will, but only if the ICB agrees to provide such services, from the date requested by NHS England, comply with:
- 9.23.1 provisions equivalent to those set out above in relation to the Capital Expenditure Functions (clauses 9.14 to 9.17) and the Section 7A Functions (clauses 9.18 to 9.21) including in relation to the administration of any funds for such functions but only to the extent that such provisions are relevant to the management or administrative services to be provided; and
- 9.23.2 such other provisions in respect of the carrying out of such management and administrative services as agreed between NHS England and the ICB.

Pooled Funds

- 9.24 The ICB may, for the purposes of exercising the Delegated Functions under this Agreement, establish and maintain a pooled fund in respect of any part of the Delegated Funds with:
- 9.24.1 NHS England in accordance with sections 13V or 65Z6 of the NHS Act;
- 9.24.2 one or more ICBs in accordance with section 65Z6 of the NHS Act as part of a Further Arrangement; or
- 9.24.3 NHS England and one or more ICBs in accordance with section 13V of the NHS Act; and
- 9.24.4 NHS England and one or more ICBs in accordance with section 65Z6 of the NHS Act.
- 9.25 At the date of this Agreement, details of the pooled funds (including any terms as to the governance and payments out of such pooled fund) of NHS England and the ICB are set out in the Local Terms.

10. INFORMATION, PLANNING AND REPORTING

- 10.1 The ICB must provide to NHS England:
- 10.1.1 all information or explanations in relation to the exercise of the Delegated Functions (including in relation to this Agreement), (and in such form) as requested by NHS England from time to time; and
- 10.1.2 all such information (and in such form), that may be relevant to NHS England in relation to the exercise by NHS England of its other duties or functions including, without limitation, the Reserved Functions.

- 10.2 The provisions of this clause 10 are without prejudice to the ability of NHS England to exercise its other powers and duties in obtaining information from and assessing the performance of the ICB.

Forward Plan and Annual Report

- 10.3 Before the start of each Financial Year, the ICB must describe in its joint forward plan prepared in accordance with section 14Z52 of the NHS Act how it intends to exercise the Delegated Functions.
- 10.4 The ICB must report on its exercise of the Delegated Functions in its annual report prepared in accordance with section 14Z58 of the NHS Act.

Risk Register

- 10.5 The ICB must maintain a risk register in respect of its exercise of the Delegated Functions and periodically review its content. The risk register must follow such format as may be notified by NHS England to the ICB from time to time.

11. FURTHER ARRANGEMENTS

- 11.1 The ICB must give due consideration to whether any of the Delegated Functions should be exercised collaboratively with other NHS bodies or Local Authorities including, without limitation, by means of arrangements under sections 65Z5 and 75 of the NHS Act.
- 11.2 The ICB may only make arrangements with another person (a “Sub-Delegate”) concerning the exercise of the Delegated Functions (“Further Arrangements”), including without limitation arrangements under sections 65Z5 and 75 of the NHS Act, with the prior written approval of NHS England.
- 11.3 The approval of any Further Arrangements may:
- 11.3.1 include approval of the terms of the proposed Further Arrangements; and
 - 11.3.2 require conditions to be met by the ICB and the Sub-Delegate in respect of that arrangement.
- 11.4 All Further Arrangements must be made in writing.
- 11.5 The ICB must not:
- 11.5.1 terminate Further Arrangements; or
 - 11.5.2 make any material changes to the terms of Further Arrangements;
- without the prior written approval of NHS England.
- 11.6 If the ICB enters into a Further Arrangement it must ensure that the Sub-Delegate does not make onward arrangements for the exercise of any or all of the Delegated Functions without the prior written approval of NHS England.
- 11.7 The terms of this clause 11 do not prevent the ICB from making arrangements for assistance and support in the exercise of the Delegated Functions with any person, where such arrangements reserve the consideration and making of any decision in respect of a Delegated Function to the ICB.
- 11.8 NHS England requires the ICB to make arrangements for assistance and support in the exercise of the Delegated Functions with those persons described at SCHEDULE 6 and such other persons as NHS England may require from time to time.

11.9 Where Further Arrangements are made, any positive obligation or duty on the part of the ICB under this Agreement that is relevant to those Further Arrangements shall also require the ICB to ensure that all Sub-Delegates comply with that positive obligation or duty and support the ICB in doing so. In the same way, any negative duty or obligation on the part of the ICB under this Agreement that is relevant to Further Arrangement shall also require the ICB to ensure that all Sub-Delegates comply with that negative obligation or duty and support the ICB in doing so.

12. STAFFING

12.1 Subject to the terms of this Agreement, the Delegated Functions will be carried out by NHS England Staff in accordance with decisions concerning the Delegated Functions made by the ICB unless the Staff carrying out the Delegated Functions have transferred to the ICB (and/or the ICB has engaged or employed Staff for that purpose).

12.2 SCHEDULE 8 makes further provision about deployment of NHS England Staff to the ICB for the purposes of carrying out the relevant Delegated Functions.

12.3 The ICB must comply with any Mandated Guidance issued by NHS England from time to time in relation to the NHS England Staff.

12.4 For the avoidance of doubt, any breach by the ICB of the terms of this clause 12 (Staffing), including any breach of any Mandated Guidance issued in accordance with clause 12.3 above, will be a breach of the terms and conditions of this Agreement for the purposes of clauses 9.5 and 15.3.

13. BREACH

13.1 If the ICB does not comply with the terms of this Agreement, then NHS England may:

13.1.1 exercise its rights under this Agreement; and/or

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

13.2 Without prejudice to clause 13.1, if the ICB does not comply with the terms of this Agreement (including if the ICB exceeds its delegated authority under the Delegation), NHS England may (at its sole discretion):

13.2.1 waive its rights in relation to such non-compliance in accordance with clause 13.3;

13.2.2 ratify any decision in accordance with clause 6.9;

13.2.3 revoke the Delegation and terminate this Agreement in accordance with clause 25.7 (*Termination*) below;

13.2.4 exercise the Escalation Rights in accordance with clause 14 (*Escalation Rights*); and/or

13.2.5 exercise its rights under common law.

13.3 NHS England may waive any non-compliance by the ICB with the terms of this Agreement provided that the ICB provides a written report to NHS England as required by clause 13.4 and, after considering the ICB's written report, NHS England is satisfied that the waiver is justified.

13.4 If:

13.4.1 the ICB does not comply (or, based on the risk register maintained by the ICB in accordance with clause 10.5 or any other information available to it the ICB considers that it may not be able to comply) with this Agreement; or

13.4.2 NHS England notifies the ICB that it considers the ICB has not complied, or may not be able to comply with, this Agreement;

then the ICB must provide a written report to NHS England within ten (10) Operational Days of the non-compliance (or the date on which the ICB considers that it may not be able to comply with this Agreement) or such notification pursuant to clause 13.4.2 setting out:

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

13.4.4 a plan for how the ICB proposes to remedy the non-compliance.

14. **ESCALATION RIGHTS**

14.1 If the ICB does not comply with this Agreement, NHS England may exercise the following Escalation Rights:

14.1.1 NHS England may require a suitably senior representative of the ICB to attend a review meeting within ten (10) days of NHS England becoming aware of the non-compliance; and

14.1.2 NHS England may require the ICB to prepare an action plan and report within twenty (20) days of the review meeting (to include details of the non-compliance and a plan for how the ICB proposes to remedy the non-compliance).

14.2 Nothing in clause 14 (*Escalation Rights*) will affect NHS England's right to revoke the Delegation and/or terminate this Agreement in accordance with clause 26 (*Termination*) below.

15. **LIABILITY AND INDEMNITY**

15.1 NHS England is liable in respect of any Losses arising in respect of NHS England's negligence, fraud, recklessness or deliberate breach in respect of the Delegated Functions and occurring after the Effective Date of Delegation and, if the ICB suffers any Losses in respect of such actions by NHS England, NHS England shall make such adjustments to the Annual Allocation (or other amounts payable to the ICB) in order to reflect any Losses suffered by the ICB (except to the extent that the ICB is liable for such Losses pursuant to clause 15.3).

15.2 For the avoidance of doubt, NHS England remains liable for a Claim relating to facts, events or circumstances concerning the Delegated Functions before the Effective Date of Delegation.

15.3 The ICB is liable to (and shall pay) NHS England for any Losses suffered by NHS England that result from or arise out of the ICB's negligence, fraud, recklessness or breach of the Delegation (including any actions that are taken that exceed the authority conferred by the Delegation) or this Agreement and, in respect of such Losses, NHS England may, at its discretion and without prejudice to any other rights, either require payment from the ICB or make such adjustments to the Delegated Funds pursuant to clause 9.5. The ICB shall not be liable to the extent that the Losses arose prior to the date of this Agreement.

15.4 Each Party acknowledges and agrees that any rights acquired, or liabilities (including liabilities in tort) incurred, in respect of the exercise by the ICB of any Delegated

Function are enforceable by or against the ICB only, in accordance with s65Z5(6) of the NHS Act.

- 15.5 The ICB indemnifies NHS England and shall keep it indemnified on a continuing basis from and against any and all Losses which NHS England may incur by reason of any claim by any NHS England Staff:
- 15.5.1 arising out of a breach of duty by the ICB (whether under common law, statute or otherwise) to the extent that such claim is not met by either the ICB's or NHS England's insurance or indemnity cover;
 - 15.5.2 under the Equality Act 2010 or Part V of the Employment Rights Act 1996 arising out of acts or omissions by the ICB (or any of its employees, directors or officers);
 - 15.5.3 arising from any acts or omissions by the ICB resulting in the termination of their employment, including any claim arising from any instruction by the ICB to NHS England to discipline or dismiss any person.
- 15.6 Each Party shall co-operate with the other in making all reasonable efforts to minimise any liabilities and Losses in connection with the employment of NHS England Staff in Delegated Functions.
- 15.7 Each Party will at all times take all reasonable steps to minimise and mitigate any Losses or other matters for which one Party is entitled to be indemnified by or to bring a claim against the other under this Agreement.

16. CLAIMS AND LITIGATION

- 16.1 Nothing in this clause 16 (*Claims and Litigation*) shall be interpreted as affecting the reservation to NHS England of the Reserved Functions.
- 16.2 Except in the circumstances set out in clause 16.5 and subject always to compliance with this clause 16 (*Claims and Litigation*), the ICB shall be responsible for and shall retain the conduct of any Claim.
- 16.3 The ICB must:
- 16.3.1 comply with any policy issued by NHS England from time to time in relation to the conduct of or avoidance of Claims and/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 NHS England and send to NHS England all copies of such correspondence;
 - 16.3.3 co-operate fully with NHS England in relation to such Claim and the conduct of such Claim;
 - 16.3.4 provide, at its own cost, to NHS England all documentation and other correspondence that NHS England requires for the purposes of considering and/or resisting such Claim; and/or
 - 16.3.5 at the request of NHS England, take such action or step or provide such assistance as may in NHS England's 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.

- 16.4 Subject to clauses 16.3 and 16.5 and SCHEDULE 5 (Financial Provisions and Decision Making Limits) the ICB is entitled to conduct the Claim in the manner it considers appropriate and is also entitled to pay or settle any Claim on such terms as it thinks fit.

NHS England Stepping into Claims

- 16.5 NHS England may, at any time following discussion with the ICB, send a notice to the ICB stating that NHS England will take over the conduct of the Claim and the ICB must immediately take all steps necessary to transfer the conduct of such Claim to NHS England. In such cases:
- 16.5.1 NHS England shall be entitled to conduct the Claim in the manner it considers appropriate and is also entitled to pay or settle any Claim on such terms as it thinks fit, provided that if NHS England wishes to invoke clause 16.5.3 it agrees to seek the ICB's views on any proposal to pay or settle that Claim prior to finalising such payment or settlement; and
- 16.5.2 the Delegation shall be treated as being revoked to the extent that and for so long as NHS England has assumed responsibility for exercising those of the Delegated Functions that are necessary for the purposes of having conduct of the Claim; and
- 16.5.3 NHS England may, at its discretion and without prejudice to any other rights, either require payment from the ICB for such Claim Losses or make an adjustment to the Delegated Funds pursuant to clause 9.5.3 for the purposes of meeting any Claim Losses associated with that Claim.

Claim Losses

- 16.6 The ICB and NHS England shall notify each other within a reasonable time period of becoming aware of any Claim Losses.
- 16.7 The ICB acknowledges that NHS England will pay to the ICB the funds that are attributable to the Delegated Functions. Accordingly, the ICB acknowledges that it must pay any Claim Losses out of either the Delegated Funds or its Annual Allocation. NHS England may, in respect of any Claim Losses, at its discretion and without prejudice to any other rights, either require payment from the ICB for such Claim Losses or pursuant to clause 9.5.3 make such adjustments to the Delegated Funds to take into account the amount of any Claim Losses (other than any Claim Losses in respect of which NHS England has retained any funds, provisions or other resources to discharge such Claim Losses). For the avoidance of doubt, in circumstances where NHS England suffers any Claim Losses, then NHS England shall be entitled to recoup such Claim Losses pursuant to clause 9.5.3. If and to the extent that NHS England has retained any funds, provisions or other resources to discharge such Claim Losses, then NHS England may either use such funds to discharge the Claim Loss or make an upward adjustment to the amounts paid to the ICB pursuant to clause 9.5.3.

17. DATA PROTECTION, FREEDOM OF INFORMATION AND TRANSPARENCY

- 17.1 The Parties must ensure that all Personal Data processed by or on behalf of them in the course of carrying out the Delegated Functions and Reserved Functions is processed in accordance with the relevant Party's obligations under Data Protection Legislation and Data Guidance and the Parties must assist each other as necessary to enable each other to comply with these obligations.
- 17.2 The ICB must respond to any information governance breach in accordance with IG Guidance for Serious Incidents. If the ICB 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 ICB must fully inform NHS England of the

information governance breach. This clause does not require the ICB to provide NHS England with information which identifies any individual affected by the information governance breach where doing so would breach Data Protection Legislation.

- 17.3 Whether or not a Party 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 Parties acknowledge that a Party may act as both a Data Controller and a Data Processor.
- 17.4 Each Party acknowledges that the other is a public authority for the purposes of the Freedom of Information Act 2000 (“**FOIA**”) and the Environmental Information Regulations 2004 (“**EIR**”).
- 17.5 Each Party 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:
- 17.5.1 each Party shall provide the other with all reasonable assistance and co-operation to enable them to comply with their obligations under FOIA or EIR;
 - 17.5.2 each Party shall consult the other regarding the possible application of exemptions in relation to the information requested; and
 - 17.5.3 subject only to clause 16 (*Claims and Litigation*), each Party acknowledges that the final decision as to the form or content of the response to any request is a matter for the Party to whom the request is addressed.
- 17.6 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 Delegated Functions. The ICB shall comply with such FOIA or EIR protocols.
- 17.7 SCHEDULE 4 makes further provision about information sharing and information governance.

18. **IT INTER-OPERABILITY**

- 18.1 NHS England and the ICB will work together to ensure that all relevant IT systems operated by NHS England and the ICB in respect of the Delegated Functions and the Reserved Functions are inter-operable and that data may be transferred between systems securely, easily and efficiently.
- 18.2 The Parties will use their respective reasonable endeavours to help develop initiatives to further this aim.

19. **CONFLICTS OF INTEREST AND TRANSPARENCY ON GIFTS AND HOSPITALITY**

- 19.1 The ICB must and must ensure that, in delivering the Delegated 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 and other inducements and actual or potential conflicts of interest.
- 19.2 Without prejudice to the general obligations set out in clause 19.1, the ICB must maintain a register of interests in respect of all persons making decisions concerning the Delegated Functions. This register must be publicly available. For the purposes of this clause, the ICB may rely on an existing register of interests rather than creating a further register.

20. **PROHIBITED ACTS AND COUNTER-FRAUD**

- 20.1 The ICB must not commit any Prohibited Act.

- 20.2 If the ICB or its Staff commits any Prohibited Act in relation to this Agreement with or without the knowledge of NHS England, NHS England will be entitled:
- 20.2.1 to revoke the Delegation; and
 - 20.2.2 to recover from the ICB the amount or value of any gift, consideration or commission concerned; and
 - 20.2.3 to recover from the ICB any loss or expense sustained in consequence of the carrying out of the Prohibited Act.
- 20.3 The ICB must put in place and maintain appropriate arrangements, including without limitation Staff training, to address counter-fraud issues, having regard to any relevant Guidance (including from the NHS Counter Fraud Authority).
- 20.4 If requested by NHS England or the NHS Counter Fraud Authority, the ICB must allow a person duly authorised to act on behalf of the NHS Counter Fraud Authority or on behalf of NHS England to review, in line with the appropriate standards, the counter-fraud arrangements put in place by the ICB.
- 20.5 The ICB must implement any reasonable modifications to its counter-fraud arrangements required by a person referred to in clause 20.4 in order to meet the appropriate standards within whatever time periods as that person may reasonably require.
- 20.6 The ICB must, on becoming aware of:
- 20.6.1 any suspected or actual bribery, corruption or fraud involving public funds; or
 - 20.6.2 any suspected or actual security incident or security breach involving Staff or involving NHS resources;
- promptly report the matter to NHS England and to the NHS Counter Fraud Authority.
- 20.7 On the request of NHS England or the NHS Counter Fraud Authority, the ICB must allow the NHS Counter Fraud Authority or any person appointed by NHS England, as soon as it is reasonably practicable and in any event not later than 5 Operational Days following the date of the request, access to:
- 20.7.1 all property, premises, information (including records and data) owned or controlled by the ICB; and
 - 20.7.2 all Staff who may have information to provide;
- relevant to the detection and investigation of cases of bribery, fraud or corruption, or security incidents or security breaches directly or indirectly in connection with this Agreement.

21. **CONFIDENTIAL INFORMATION OF THE PARTIES**

- 21.1 Except as this Agreement otherwise provides, Confidential Information is owned by the disclosing Party and the receiving Party has no right to use it.
- 21.2 Subject to clauses 21.3 to 21.5, the receiving Party agrees:
- 21.2.1 to use the disclosing Party's Confidential Information only in connection with the receiving Party's performance under this Agreement;
 - 21.2.2 not to disclose the disclosing Party's Confidential Information to any third party or to use it to the detriment of the disclosing Party; and

- 21.2.3 to maintain the confidentiality of the disclosing Party's Confidential Information.
- 21.3 The receiving Party may disclose the disclosing Party's Confidential Information:
 - 21.3.1 in connection with any Dispute Resolution;
 - 21.3.2 in connection with any litigation between the Parties;
 - 21.3.3 to comply with the Law;
 - 21.3.4 to any appropriate Regulatory or Supervisory Body;
 - 21.3.5 to its Staff, who in respect of that Confidential Information will be under a duty no less onerous than the Receiving Party's duty under clause 21.2;
 - 21.3.6 to NHS Bodies for the purposes of carrying out their functions;
 - 21.3.7 as permitted under or as may be required to give effect to clause 20 (*NHS Counter-Fraud*); and
 - 21.3.8 as permitted under any other express arrangement or other provision of this Agreement.
- 21.4 The obligations in clauses 21.1 and 21.2 will not apply to any Confidential Information which:
 - 21.4.1 is in or comes into the public domain other than by breach of this Agreement;
 - 21.4.2 the receiving Party can show by its records was in its possession before it received it from the disclosing Party; or
 - 21.4.3 the receiving Party can prove it obtained or was able to obtain from a source other than the disclosing Party without breaching any obligation of confidence.
- 21.5 This clause 21 does not prevent NHS England making use of or disclosing any Confidential Information disclosed by the ICB where necessary for the purposes of exercising its functions in relation to the ICB.
- 21.6 The Parties acknowledge that damages would not be an adequate remedy for any breach of this clause 21 by the receiving Party, and in addition to any right to damages the disclosing Party will be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of this clause 21.
- 21.7 This clause 21 will survive the termination of this Agreement for any reason for a period of 5 years.
- 21.8 This clause 21 will not limit the application of the Public Interest Disclosure Act 1998 in any way whatsoever.

22. **INTELLECTUAL PROPERTY**

- 22.1 The ICB grants to NHS England a fully paid-up, non-exclusive, perpetual licence to use the ICB Deliverables for the purposes of the exercise of its statutory and contractual functions.
- 22.2 NHS England grants the ICB a fully paid-up, non-exclusive licence to use the NHS England Deliverables for the purpose of performing this Agreement and the Delegated Functions.

22.3 The ICB must co-operate with NHS England to enable it to understand and adopt Best Practice (including the dissemination of Best Practice to other commissioners or providers of NHS services), and must supply such materials and information in relation to Best Practice as NHS England may reasonably request, and (to the extent that any IPR attaches to Best Practice), grants NHS England a fully paid-up, non-exclusive, perpetual licence for NHS England to use Best Practice IPR for the commissioning and provision of NHS services and to share any Best Practice IPR with other commissioners of NHS services (and other providers of NHS services) to enable those parties to adopt such Best Practice.

23. NOTICES

23.1 Any notices given under this Agreement must be sent by e-mail to the other Party's address set out in the Particulars.

23.2 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.

24. DISPUTES

24.1 This clause does not affect NHS England's right to exercise its functions for the purposes of assessing and addressing the performance of the ICB.

24.2 If a Dispute arises out of or in connection with this Agreement then the Parties must follow the procedure set out in this clause:

24.2.1 either Party must give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the Agreement Representatives must attempt in good faith to resolve the Dispute;

24.2.2 if the Agreement Representatives are, for any reason, unable to resolve the Dispute within twenty (20) days of service of the Dispute Notice, the Dispute must be referred to the Chief Executive Officer (or equivalent person) of the ICB and a director of or other person nominated by NHS England (and who has authority from NHS England to settle the Dispute) who must attempt in good faith to resolve it; and

24.2.3 if the people referred to in clause 24.2.2 are for any reason unable to resolve the Dispute within twenty (20) days of it being referred to them, the Parties may attempt to settle it by mediation in accordance with the CEDR model mediation procedure. Unless otherwise agreed between the Parties, the mediator must be nominated by CEDR Solve. To initiate the mediation, a Party must serve notice in writing ('Alternative Dispute Resolution' (**ADR notice**)) to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than ten (10) days after the date of the ADR notice.

24.3 If the Dispute is not resolved within thirty (30) days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the period of thirty (30) days, or the mediation terminates before the expiration of the period of thirty (30) days, the Dispute must be referred to the Secretary of State, who shall resolve the matter and whose decision shall be binding upon the Parties.

25. VARIATIONS

25.1 The Parties acknowledge that the scope of the Delegated Functions may be reviewed and amended from time to time including by revoking this Agreement and making alternative arrangements.

- 25.2 NHS England may notify the ICB of a Variation Proposal in respect of this Agreement.
- 25.3 The Variation Proposal will set out the variation proposed and the date on which NHS England requires the variation to take effect.
- 25.4 The ICB must respond to a Variation Proposal within thirty (30) Operational Days following the date that it is issued by serving notice on NHS England confirming either:
 - 25.4.1 that it accepts the Variation Proposal; or
 - 25.4.2 that it refuses to accept the Variation Proposal, and setting out reasonable grounds for that refusal.
- 25.5 If the ICB accepts the Variation Proposal, the ICB agrees (without delay) to take all necessary steps (including executing a variation agreement) in order to give effect to any variation by the date on which the proposed variation will take effect as set out in the Variation Proposal.
- 25.6 If the ICB refuses to accept the Variation Proposal or to take such steps as are required to give effect to the variation, NHS England may terminate this Agreement in respect of some or all of the Delegated Functions.
- 25.7 The provisions of this clause 25 are without prejudice to the ability of NHS England to issue Contractual Notices which have the effect of varying this Agreement.
- 25.8 The Parties acknowledge that this Agreement is likely to require variation to take effect from 1 April 2023 as initial delegation arrangements are developed further. Accordingly, both Parties agree to engage constructively with a view to agreeing any such variation proposal in line with the provisions of this clause 25. In particular, the Parties agree to act reasonably and with the understanding that a single variation proposal will need to be accepted by all ICBs to ensure consistency across all delegation arrangements.

26. **TERMINATION**

- 26.1 The ICB may:
 - 26.1.1 notify NHS England that it requires NHS England to revoke the Delegation; and
 - 26.1.2 terminate this Agreement;

with effect from the end of 31 March in any calendar year, provided that:

 - 26.1.3 on or before 30 September of the previous calendar year, the ICB sends written notice to NHS England of its requirement that NHS England revoke the Delegation and intention to terminate this Agreement; and
 - 26.1.4 the ICB meets with NHS England within ten (10) Operational Days of NHS England receiving the notice set out at clause 26.1.3 above to discuss arrangements for termination and transition of the Delegated Functions to a successor commissioner;

in which case NHS England shall revoke the Delegation and this Agreement shall terminate with effect from the end of 31 March in the next calendar year.
- 26.2 NHS England may revoke the Delegation at the end of 31 March in any year, provided that it gives notice to the ICB of its intention to terminate the Delegation on or before 30 September in the year prior to the year in which the Delegation will terminate, and in which case clause 26.4 will apply.

- 26.3 The Delegation may be revoked, and this Agreement may be terminated by NHS England at any time, including in (but not limited to) the following circumstances:
- 26.3.1 the ICB acts outside of the scope of its delegated authority;
 - 26.3.2 the ICB fails to perform any material obligation of the ICB owed to NHS England under this Agreement;
 - 26.3.3 the ICB persistently commits non-material breaches of this Agreement;
 - 26.3.4 NHS England is satisfied that its intervention powers under section 14Z61 of the NHS Act apply;
 - 26.3.5 to give effect to legislative changes, including conferral of any of the Delegated or Reserved Functions on the ICB;
 - 26.3.6 failure to agree to a variation in accordance with clause 25 (*Variations*);
 - 26.3.7 NHS England and the ICB agree in writing that the Delegation shall be revoked and this Agreement shall terminate on such date as is agreed; and/or
 - 26.3.8 the ICB merges with another ICB or other body.
- 26.4 This Agreement will terminate upon revocation or termination of the Delegation (including revocation and termination in accordance with this clause 26 (*Termination*)) except that the provisions referred to at clause 28 (*Provisions Surviving Termination*) will continue in full force and effect.
- 26.5 Without prejudice to clause 13.3 and to avoid doubt, NHS England may waive any right to terminate this Agreement under this clause 26 (*Termination*). Any such waiver is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 26.6 As an alternative to termination of the Agreement in respect of all the Delegated Functions, NHS England may alternatively terminate the Agreement in respect of specified Delegated Functions (or aspects of such Delegated Functions) only, in which case this Agreement shall otherwise remain in effect.

27. CONSEQUENCE OF TERMINATION

- 27.1 Termination of this Agreement, or termination of the ICB's exercise of any of the Delegated Functions, will not affect any rights or liabilities of the Parties that have accrued before the date of that termination or which later accrue.
- 27.2 Subject to clause 27.4, on or pending termination of this Agreement or termination of the ICB's exercise of any of the Delegated Functions, NHS England, the ICB and if appropriate any successor delegate will:
- 27.2.1 agree a plan for the transition of the Delegated Functions from the ICB to the successor delegate, including details of the transition, the Parties' responsibilities in relation to the transition, the Parties' arrangements in respect of those staff engaged in the Delegated Functions and the date on which the successor delegate will take responsibility for the Delegated Functions;
 - 27.2.2 implement and comply with their respective obligations under the plan for transition agreed in accordance with clause 27.2.1 above; and
 - 27.2.3 act with a view to minimising any inconvenience or disruption to the commissioning of healthcare in the Area.

- 27.3 For a reasonable period before and after termination of this Agreement or termination of the ICB's exercise of any of the Delegated Functions, the ICB must:
- 27.3.1 co-operate with NHS England and any successor delegate in order to ensure continuity and a smooth transfer of the Delegated Functions; and
 - 27.3.2 at the reasonable request of NHS England:
 - (a) promptly provide all reasonable assistance and information to the extent necessary to effect an orderly assumption of the Delegated Functions by a successor delegate;
 - (b) deliver to NHS England all materials and documents used by the ICB in the exercise of any of the Delegated Functions; and
 - 27.3.3 use all reasonable efforts to obtain the consent of third parties to the assignment, novation or termination of existing contracts between the ICB and any third party which relate to or are associated with the Delegated Functions.
- 27.4 Where any or all of the Delegated Functions or Reserved Functions are to be directly conferred on the ICB, the Parties will co-operate with a view to ensuring continuity and a smooth transfer to the ICB.

28. PROVISIONS SURVIVING TERMINATION

- 28.1 Any rights, duties or obligations of any of the Parties which are expressed to survive, including those referred to in clause 28.2, or which otherwise by necessary implication survive the termination for any reason of this Agreement, together with all indemnities, will continue after termination, subject to any limitations of time expressed in this Agreement.
- 28.2 The surviving provisions include the following clauses together with such other provisions as are required to interpret and give effect to them:
- 28.2.1 Clause 9 (Finance);
 - 28.2.2 Clause 12 (Staffing);
 - 28.2.3 Clause 15 (Liability and Indemnity);
 - 28.2.4 Clause 16 (Claims and Litigation);
 - 28.2.5 Clause 17 (Data Protection, Freedom of Information and Transparency);
 - 28.2.6 Clause 24 (Disputes);
 - 28.2.7 Clause 26 (Termination);
 - 28.2.8 SCHEDULE 4 (Further Information Governance and Sharing Provisions).

29. COSTS

- 29.1 Each Party is responsible for paying its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement.

30. SEVERABILITY

- 30.1 If any provision or part of any provision of this Agreement is declared invalid or otherwise unenforceable, that provision or part of the provision as applicable will be

severed from this Agreement. This will not affect the validity and/or enforceability of the remaining part of that provision or of other provisions.

31. **GENERAL**

- 31.1 Nothing in this Agreement will create a partnership or joint venture or relationship of principal and agent between NHS England and the ICB.
- 31.2 A delay or failure to exercise any right or remedy in whole or in part shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 31.3 This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

SCHEDULE 1

Definitions and Interpretation

1. The headings in this Agreement will not affect its interpretation.
2. Reference to any statute or statutory provision, Law, Guidance, Mandated Guidance or Data Guidance, includes a reference to that statute or statutory provision, Law, Guidance, Mandated Guidance or Data Guidance as from time to time updated, amended, extended, supplemented, re-enacted or replaced in whole or in part.
3. Reference to a statutory provision includes any subordinate legislation made from time to time under that provision.
4. References to clauses and schedules are to the clauses and schedules of this Agreement, unless expressly stated otherwise.
5. References to any body, organisation or office include reference to its applicable successor from time to time.
6. Any references to this Agreement or any other documents or resources includes reference to this Agreement or those other documents or resources as varied, amended, supplemented, extended, restated and/or replaced from time to time and any reference to a website address for a resource includes reference to any replacement website address for that resource.
7. Use of the singular includes the plural and vice versa.
8. Use of the masculine includes the feminine and all other genders.
9. Use of the term “including” or “includes” will be interpreted as being without limitation.
10. The following words and phrases have the following meanings:

Additional Pharmaceutical Services	Services provided in accordance with a direction under section 127 of the NHS Act (also referred to as advanced services and enhanced services in the Pharmaceutical Regulations);
Agreement	means this agreement between NHS England and the ICB comprising the Particulars, the Terms and Conditions and the Schedules;
Agreement Representatives	means the ICB Representative and the NHS England Representative as set out in the Particulars;
Annual Allocation	means the funds allocated to the ICB annually under section 223G of the NHS Act;
APMS Contract	means an agreement or contract for the provision of primary medical services made under section 83(2) of the NHS Act (including any arrangements which are made in reliance on a combination of that section and other powers to arrange for primary medical services);
Area	means the area described in the Particulars;

Assigned Staff	means those NHS England staff as agreed between NHS England and the ICB from time to time;
Best Practice	means any methodologies, pathway designs and processes relating to this Agreement or the Delegated Functions developed by the ICB or its Staff for the purposes of delivering the Delegated Functions and which are capable of wider use in the delivery of healthcare services for the purposes of the NHS, but not including inventions that are capable of patent protection and for which patent protection is being sought or has been obtained, registered designs, or copyright in software;
Caldicott Principles	means the patient confidentiality principles set out in the report of the Caldicott Committee (December 1997 as amended by the 2013 Report, The Information Governance Review – “ <i>To Share or Not to Share?</i> ”) and now included in the NHS Confidentiality Code of Practice, as may be amended from time to time;
Capital	shall have the meaning set out in the Capital Investment Guidance or such other replacement Mandated Guidance as issued by NHS England from time to time;
Capital Expenditure Functions	means those functions of NHS England in relation to the use and expenditure of Capital funds (but excluding the Premises Costs Directions Functions);
Capital Investment Guidance	means any Mandated Guidance issued by NHS England from time to time in relation to the development, assurance and approvals process for proposals in relation to: <ul style="list-style-type: none"> - the expenditure of Capital, or investment in property, infrastructure or information and technology; and - the revenue consequences for commissioners or third parties making such investment;
CEDR	means the Centre for Effective Dispute Resolution;
Claims	means, for or in relation to the Delegated 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;
Claim Losses	means all Losses arising in relation to any Claim;

Combined Authority	means a body of that name established under the provisions of the Local Democracy, Economic Development and Construction Act 2009;
Community Dental Services	means specialised dental services commissioned for patients who are unable to access treatment from Primary Dental Services due to a disability or medical condition, being a form of Prescribed Dental Service;
Community Pharmacy Contractual Framework	means the Community Pharmacy Contractual Framework as published by the Department of Health and Social Care from time to time;
Complaints Regulations	means the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009/309;
Confidential Information	means any information or data in whatever form disclosed, which by its nature is confidential or which the disclosing Party acting reasonably states in writing to the receiving Party is to be regarded as confidential, or which the disclosing Party acting reasonably has marked 'confidential' (including, financial information, strategy documents, tenders, employee confidential information, development or workforce plans and information, and information relating to services) but which is not information which is disclosed in response to an FOIA request, or information which is published as a result of NHS England or government policy in relation to transparency;
Contractual Notice	means a contractual notice issued by NHS England to the ICB, or some or all ICBs (as the case may be), from time to time and relating to allocation of contracts for the purposes of the Delegated Functions and/or the manner in which the Delegated Functions should be exercised by the ICB;
CQC	means the Care Quality Commission;
Data Controller	shall have the same meaning as set out in the UK GDPR;
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 by NHS England and/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 and Social Care, NHS England, the Health Research Authority, the UK Health Security Agency and the Information Commissioner;

Data Processor	shall have the same meaning as set out in the UK GDPR;
Data Protection Legislation	means the UK GDPR, the Data Protection Act 2018 and all applicable Law concerning privacy, confidentiality or the processing of personal data including but not limited to the Human Rights Act 1998, the Health and Social Care (Safety and Quality) Act 2015, the common law duty of confidentiality and the Privacy and Electronic Communications (EC Directive) Regulations 2003;
Data Subject	shall have the same meaning as set out in the UK GDPR;
Delegated Functions	means the functions delegated by NHS England to the ICB under the Delegation and as set out in detail in this Agreement;
Delegated Funds	means the funds defined in paragraph 9.2;
Delegation	means the delegation of the Delegated Functions from NHS England to the ICB as described at clause 6.1;
Dental Care Services	means: <ul style="list-style-type: none"> (i) Primary Dental Services; and (ii) the Prescribed Dental Services;
Dental Services Contract	means: <ul style="list-style-type: none"> (i) a GDS Contract; (ii) a PDS Agreement (except for any Community Dental Services PDS Agreement, which constitutes a Prescribed Dental Services Contract); and (iii) any other contract for the provision of health services made pursuant to NHS England's functions under Part 5 of the NHS Act; <p>in each case as amended or replaced from time to time and including all ancillary or related agreements directly relating to the subject matter of such agreements, contracts or arrangements;</p>
Dental Services Provider	means a natural or legal person who holds a Dental Services Contract;
Direct Commissioning Guidance Webpage	means the webpage maintained by NHS England at https://www.england.nhs.uk/commissioning/how-commissioning-is-changing/ ;
Dispute	a dispute, conflict or other disagreement between the Parties arising out of or in connection with this Agreement;

Effective Date of Delegation	means the Effective Date of Delegation as set out in the Particulars;
EIR	means the Environmental Information Regulations 2004;
Enhanced Services	means the nationally defined enhanced services, as set out in such directions made by the Secretary of State pursuant to his powers contained in sections 98A, 114A, 125A and 168A of the NHS Act as are in force from time to time, or which may be prescribed by NHS England under its Reserved Functions, and any other enhanced services schemes locally developed by the ICB in the exercise of its Delegated Functions (and excluding, for the avoidance of doubt, any enhanced services arranged or provided pursuant to the Section 7A Functions);
Escalation Rights	means the escalation rights as defined in clause 14 (<i>Escalation Rights</i>);
Financial Year	shall bear the same meaning as in section 275 of the NHS Act;
FOIA	the Freedom of Information Act 2000;
Further Arrangements	means arrangements for the exercise of Delegated Functions as defined at clause 11.2;
GDS Contract	means a General Dental Services contract made under section 100 of the NHS Act;
GMS Contract	means a General Medical Services contract made under section 84(1) of the NHS Act;
Good Practice	means using standards, practices, methods and procedures conforming to the law, reflecting up-to-date published evidence and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced commissioner;
Guidance	means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement to which the ICB has a duty to have regard (and whether specifically mentioned in this Agreement or not), to the extent that the same are published and publicly available or the existence or contents of them have been notified to the ICB by any relevant Regulatory or Supervisory Body but excluding Mandated Guidance;
HSCA	means the Health and Social Care Act 2012;

ICB	means an Integrated Care Board established pursuant to section 14Z25 of the NHS Act and named in the Particulars;
ICB Deliverables	all documents, products and materials developed by the ICB or its Staff in relation to this Agreement and the Delegated Functions in any form and required to be submitted to NHS England under this Agreement, including data, reports, policies, plans and specifications;
IG Guidance for Serious Incidents	IG Guidance for Serious Incidents NHS Digital's Checklist Guidance for Information Governance Serious Incidents Requiring Investigation June 2013, available at: https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-informationgovernance/data-security-and-protection-toolkit ;
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);
Information Law	the UK GDPR, the Data Protection Act 2018, regulations and guidance made under section 13S and section 251 of the NHS Act; guidance made or given under sections 263 and 265 of the HSCA; the Freedom of Information Act 2000; the common law duty of confidentiality; the Human Rights Act 1998 and all other applicable laws and regulations relating to processing of Personal Data and privacy;
IPR	means inventions, copyright, patents, database right, trademarks, designs and confidential know-how and any similar rights anywhere in the world whether registered or not, including applications and the right to apply for any such rights;
Law	means any applicable law, statute, rule, bye-law, regulation, direction, order, regulatory policy, guidance or code, rule of court or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body (including any Regulatory or Supervisory Body);
Local Authority	means a county council in England, a Combined Authority, a district council in England, a London borough council, the Common Council of the City of London or the Council of the Isles of Scilly;
Local Incentive Schemes	means an incentive scheme developed by the ICB in the exercise of its Delegated Functions to extend the range or quality of essential and additional services provided under a Primary Medical Services Contract and support

national frameworks in order to meet differing local population needs;

Local Pharmaceutical Services Contract	means <ul style="list-style-type: none">- a contract entered into pursuant to section 134 of the NHS Act; or- a contract entered into pursuant to Paragraph 1 of Schedule 12 to the NHS Act;
Local Terms	means the terms set out in SCHEDULE 7 (<i>Local Terms</i>);
Losses	means all damages, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or common law;
Managing Conflicts of Interest in the NHS	the NHS publication by that name available at: https://www.england.nhs.uk/about/board-meetings/committees/coi/ ;
Mandated Guidance	means any protocol, policy, guidance, guidelines, framework or manual relating to the exercise of the Delegated Functions and issued by NHS England to the ICB from time to time, in accordance with clause 7.2;
Need to Know	has the meaning set out in paragraph 6.2 of SCHEDULE 4 (<i>Further Information Governance and Sharing Provisions</i>);
NHS Act	means the National Health Service Act 2006 (as amended by the Health and Social Care Act 2012 and the Health and Care Act 2022 or other legislation from time to time);
NHS Business Services Authority	means the Special Health Authority established under the NHS Business Services Authority (Establishment and Constitution Order) 2005 SI 2005/2414;
NHS Counter Fraud Authority	means the Special Health Authority established by and in accordance with the NHS Counter Fraud Authority (Establishment, Constitution, and Staff and Other Transfer Provisions) Order 2017/958;
NHS England	means the body established by section 1H of the NHS Act;
NHS England Deliverables	means all documents, products and materials NHS England in which NHS England holds IPRs which are relevant to this Agreement, the Delegated Functions or the Reserved Functions in any form and made available by NHS England to the ICB under this Agreement,

	including data, reports, policies, plans and specifications;
Non-Personal Data	means data which is not Personal Data;
Out of Hours Contract	means a primary medical services contract for the provision of primary medical services solely during the out of hours period (6.30pm Monday to Thursday until 8am the next day, 6.30pm Friday to 8am Monday, Christmas Day, Good Friday and bank holidays);
Operational Days	a day other than a Saturday, Sunday, Christmas Day, Good Friday or a bank holiday in England;
Particulars	means the Particulars of this Agreement as set out in clause 1 (<i>Particulars</i>);
Party/Parties	means a party or both parties to this Agreement;
PDS Agreement	means a Personal Dental Services Agreement made under section 107 of the NHS Act;
Performers Lists	The lists of healthcare professionals maintained by NHS England pursuant to the National Health Service (Performers Lists) (England) Regulations 2013;
Personal Data	shall have the same meaning as set out in the UK GDPR and shall include references to Special Category Personal Data where appropriate;
Personal Data Agreement	means the agreement governing Information Law issues completed further to SCHEDULE 4 (<i>Further Information Governance and Sharing Provisions</i>);
Pharmaceutical List	means a list of persons who undertake to provide pharmaceutical services pursuant to regulation 10 of the Pharmaceutical Regulations;
Pharmaceutical Regulations	means the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013/349;
Pharmaceutical Services	means: <ul style="list-style-type: none"> (i) services provided pursuant to arrangements under section 126 of the NHS Act; and (ii) Additional Pharmaceutical Services;
Pharmaceutical Services Arrangement	means an arrangement for the provision of Pharmaceutical Services, including inclusion in a Pharmaceutical List;
Pharmaceutical Services Provider	means a natural or legal person who is party to a Pharmaceutical Services Arrangement or Local Pharmaceutical Services Contract;

PMS Agreement	means an agreement made in accordance with section 92 of the NHS Act;
Premises Agreements	means tenancies, leases and other arrangements in relation to the occupation of land for the delivery of services under the Primary Medical Services Contracts;
Premises Costs Directions	means the National Health Service (General Medical Services Premises Costs) Directions 2013, as amended;
Premises Costs Directions Functions	means NHS England's functions in relation to the Premises Costs Directions;
Prescribed Dental Services	means the dental services prescribed by such regulations made pursuant to section 3B(1)(a) of the NHS Act as are in force from time to time (including, for the avoidance of doubt, services commonly known as secondary care dental services and Community Dental Services);
Prescribed Dental Services Contract	means any contract for the provision of Prescribed Dental Services;
Primary Care Contract or Arrangement (PCCA)	means: <ul style="list-style-type: none"> (i) a Primary Medical Services Contract; (ii) a Dental Services Contract; (iii) a Primary Ophthalmic Services Contract; (iv) a Local Pharmaceutical Services Contract; and (v) a Pharmaceutical Services Arrangement.
Primary Care Functions	means: <ul style="list-style-type: none"> (i) the statutory functions conferred on NHS England under Parts 4, 5, 6 and 7 of the NHS Act and secondary legislation made under those Parts; and (ii) the other statutory functions conferred on NHS England by either primary legislation, secondary legislation or by arrangement with another person in so far as they are applicable to the discharge of those functions set out at (i) above;
Primary Care Provider	means a natural or legal person who holds a Primary Care Contract, or is a Pharmaceutical Services Provider;
Primary Care Provider Personnel	means all persons (whether clinical or non-clinical) employed or engaged by a Primary Care Provider or by any Sub-Contractor (including volunteers, agency, locums, casual or seconded personnel) in the provision

	of Services or any activity related to or connected with the provision of the Services;
Primary Care Services	means the services in respect of which NHS England has a duty or power to make arrangements pursuant to the Primary Care Functions;
Primary Dental Services	means primary dental care services provided under arrangements made pursuant to Part 5 of the NHS Act, and in accordance with a Dental Services Contract;
Primary Medical Services	means primary medical services provided under arrangements made pursuant to Part 4 of the NHS Act, and in accordance with a Primary Medical Services Contract;
Primary Medical Services Contract	means: <ul style="list-style-type: none"> (i) a PMS Agreement; (ii) a GMS Contract; (iii) an APMS Contract; and (iv) any other contract for the provision of health services made pursuant to NHS England's functions under Part 4 of the NHS Act; <p>in each case as amended or replaced from time to time and including all ancillary or related agreements directly relating to the subject matter of such agreements, contracts or arrangements but excluding any Premises Agreements and excluding any Out of Hours Contracts²;</p>
Primary Medical Services Provider	means a natural or legal person who holds a Primary Medical Services Contract;
Primary Ophthalmic Services	means primary ophthalmic services provided under arrangements made pursuant to Part 6 of the NHS Act, and in accordance with a Primary Ophthalmic Services Contract;
Primary Ophthalmic Services Contract	means: <ul style="list-style-type: none"> (i) a General Ophthalmic Services Contract; and (ii) any other contract for the provision of health services made pursuant to NHS England's functions under Part 6 of the NHS Act; <p>in each case as amended or replaced from time to time and including all ancillary or related agreements directly relating to the subject matter of such agreements, contracts or arrangements;</p>

² Arrangements for Out of Hours Contracts are dealt with under separate Directions outside of this Agreement and do not form part of any Delegated Functions.

Primary Ophthalmic Services Provider	means a natural or legal person who holds a Primary Ophthalmic Services Contract;
Principles of Best Practice	means the Mandated Guidance in relation to property and investment which is to be published either before or after the date of this Agreement;
Prohibited Act	<p>the ICB:</p> <ul style="list-style-type: none"> (i) offering, giving, or agreeing to give NHS England (or an of their officers, employees or agents) any gift or consideration of any kind as an inducement or reward for doing or not doing or for having done or not having done any act in relation to the obtaining of performance of this Agreement, the Reserved Functions, the Delegation or any other arrangement with the ICB, or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other arrangement with the ICB; and (ii) in connection with this Agreement, paying or agreeing to pay any commission, other than a payment, particulars of which (including the terms and conditions of the agreement for its payment) have been disclosed in writing to NHS England; or (iii) committing an offence under the Bribery Act 2010;
QOF	means the quality and outcomes framework;
Regulatory or Supervisory Body	<p>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:</p> <ul style="list-style-type: none"> (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 the Delegation and 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 – “ <i>To Share or Not to Share?</i> ”);
Reserved Functions	means the functions which are reserved to NHS England (and are therefore not delegated to the ICB under the Delegation) and as set out in detail in clause 8 and SCHEDULE 3 (Reserved Functions) of this Agreement;
Secretary of State	means the Secretary of State for Health and Social Care from time to time;
Section 7A Functions	means those functions of NHS England exercised pursuant to section 7A of the NHS Act and relating to Primary Care Services;
Section 7A Funds	shall have the meaning in clause 9.19.1;
Special Category Personal Data	shall have the same meaning as in UK GDPR;
Specified Purpose	means the purpose for which the Relevant Information is shared and processed, being to facilitate the exercise of the ICB’s Delegated Functions and NHS England’s Reserved Functions as specified in paragraph 2.1 of SCHEDULE 4 (<i>Further Information Governance and Sharing Provisions</i>) to this Agreement;
Staff or Staffing	means the Parties’ employees, officers, elected members, directors, voluntary staff, consultants, and other contractors and sub-contractors acting on behalf of either Party (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;
Staffing Model	means the employment model as defined in Appendix 2 of the NHS England and NHS Improvement operating models: HR Framework for developing Integrated Care;
Statement of Financial Entitlements Directions	means the General Medical Services Statement of Financial Entitlements Directions 2021, as amended or updated from time to time;
Sub-Delegate	shall have the meaning in clause 11.2;
Transfer Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended;

Triple Aim	means the duty to have regard to wider effect of decisions, which is placed on each of the Parties under section 13NA (as regards NHS England) and section 14Z43 (as regards the ICB) of the NHS Act;
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;
Variation Proposal	means a written proposal for a variation to the Agreement, which complies with the requirements of clause 25.3.

SCHEDULE 2

Delegated Functions

Schedule 2A: Primary Medical Services

Part 1: General Obligations

1. Introduction

- 1.1 This Part 1 of Schedule 2A (*Primary Medical Services*) sets out further provision regarding the carrying out of those Delegated Functions relating to Primary Medical Services, being in summary:
- 1.1.1 decisions in relation to the commissioning and management of Primary Medical Services;
 - 1.1.2 planning Primary Medical Services in the Area, including carrying out needs assessments;
 - 1.1.3 undertaking reviews of Primary Medical Services in respect of the Area;
 - 1.1.4 management of the Delegated Funds in the Area;
 - 1.1.5 co-ordinating a common approach to the commissioning and delivery of Primary Medical Services with other health and social care bodies in respect of the Area where appropriate; and
 - 1.1.6 such other ancillary activities that are necessary in order to exercise the Delegated Functions.

2. General Obligations

- 2.1 The ICB is responsible for planning the commissioning of primary medical services.
- 2.2 The role of the ICB includes:
- 2.2.1 carrying out needs assessments, and regular reviews of such assessments, to determine the needs of the population in the Area; and
 - 2.2.2 identifying and implementing changes to meet any unmet needs which may be met through the delivery of Primary Medical Services.
- 2.3 In respect of integrated working, the ICB must:
- 2.3.1 take an integrated approach to working and co-ordinating with stakeholders including NHS England, Local Authorities, Healthwatch, acute and community providers, the Local Medical Committee, and other stakeholders;
 - 2.3.2 work with NHS England and other ICBs to co-ordinate a common approach to the commissioning of Primary Medical Services generally; and
 - 2.3.3 work with NHS England to coordinate the exercise of their respective performance management functions.
- 2.4 In relation to the Delegated Functions, the ICB agrees to perform the following general obligations:
- 2.4.1 to manage the Primary Medical Services Contracts and perform all of NHS England's obligations under each of the Primary Medical Services Contracts

- in accordance with the terms of the Primary Medical Services Contracts as if it were named in the contract in place of NHS England;
- 2.4.2 actively manage the performance of the Primary Medical Services Provider 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 taking timely action to enforce contractual breaches, serve notices or provide discretionary support;
 - 2.4.3 ensure that it obtains value for money on behalf of NHS England, and avoids making any double payments under any Primary Medical Services Contracts;
 - 2.4.4 notify NHS England immediately (or in any event within two (2) Operational Days) of any breach by the ICB of its obligations to perform any of NHS England's obligations under the Primary Medical Services Contracts;
 - 2.4.5 undertake any investigations relating (among other things) to whistleblowing claims, infection control and patient complaints;
 - 2.4.6 keep a record of all of the Primary Medical Services Contracts that the ICB manages setting out the following details in relation to each Primary Medical Services Contract:
 - 2.4.6.1 name of the Primary Medical Services Provider;
 - 2.4.6.2 the name by which the Primary Medical Services Provider is known (if different to the name recorded under paragraph 2.4.6.1);
 - 2.4.6.3 location of provision of services; and
 - 2.4.6.4 amounts payable under the Primary Medical Services Contract (if a contract sum is payable) or amount payable in respect of each patient (if there is no contract sum).
- 2.5 Without prejudice to clause 9 (Finance) of the Agreement or paragraph 2.4 above, the ICB must actively manage each of the relevant Primary Medical Services Contracts including by:
- 2.5.1 reviewing the performance of the relevant Primary Medical Services Contract, including in respect of quality standards, incentives and the QOF, observance of service specifications, and monitoring of activity and finance;
 - 2.5.2 assessing quality and outcomes (including clinical effectiveness, patient experience, patient safety and addressing inequalities);
 - 2.5.3 managing variations to the relevant Primary Medical Services Contract or services in accordance with national policy, service user needs and clinical developments;
 - 2.5.4 agreeing information and reporting requirements and managing information breaches (which will include use of the NHS Digital Data Security and Protection Toolkit);
 - 2.5.5 agreeing local prices, managing agreements or proposals for local variations and local modifications;
 - 2.5.6 conducting review meetings and undertaking contract management including the issuing of contract queries and agreeing any remedial action plan or related contract management processes; and

- 2.5.7 complying with and implementing any relevant Mandated Guidance issued from time to time.
- 2.6 This paragraph is without prejudice to clause 10 (Information, Planning and Reporting) or any other provision in this Agreement. The ICB must provide NHS England with:
 - 2.6.1 such information relating to individual Primary Medical Services Providers in the Area as NHS England may reasonably request, to ensure that NHS England is able to continue to gather national data regarding the commissioning or performance of Primary Medical Services Providers;
 - 2.6.2 such data/data sets as required by NHS England to ensure population of any national dashboards;
 - 2.6.3 any other data/data sets as required by NHS England; and
 - 2.6.4 the ICB shall procure that providers accurately record and report information so as to allow NHS England and other agencies to discharge their functions.
- 2.7 It should be noted that while the ICB is also required to exercise functions in respect of dispensing doctors, arrangements in respect of these functions are described in Schedule 2D (Pharmaceutical Services).

Part 2: Specific Obligations

3. Introduction

This Part 2 of Schedule 2A (Delegated Functions – Primary Medical Services) sets out further provision regarding the carrying out of each of the Delegated Functions.

4. Primary Medical Services Contract Management

The ICB must comply with any future national Mandated Guidance on equitable funding as may apply from time to time.

5. Enhanced Services

- 5.1 The ICB must manage the design (where applicable) and commissioning of any Enhanced Services, including re-commissioning these services annually where appropriate.
- 5.2 The ICB may consider any local enhanced services entered into with Primary Medical Services Providers in its Area using NHS Standard Contracts. Where these would continue to be beneficial to the Area, the ICB may manage the ongoing design and commissioning (including re-commissioning) of these services via a Local Incentives Scheme.
- 5.3 The ICB must ensure that it complies with any Mandated Guidance in relation to the design and commissioning of Enhanced Services.
- 5.4 When commissioning newly designed Enhanced Services the ICB must:
 - 5.4.1 consider the needs of the local population in the Area;
 - 5.4.2 develop the necessary specifications and templates for the Enhanced Services, as required to meet the needs of the local population in the Area;
 - 5.4.3 when developing the necessary specifications and templates for the Enhanced Services, ensure that value for money will be obtained;

- 5.4.4 consult with Local Medical Committees and other stakeholders and comply with the duty of public involvement and consultation under section 14Z45 of the NHS Act;
- 5.4.5 liaise with system providers and representative bodies to ensure that the system in relation to the Directed Enhanced Services, NHS England Enhanced Services and Local Enhanced Services will be functional and secure;
- 5.4.6 support Data Controllers in providing 'fair processing' information as required by the UK GDPR; and
- 5.4.7 support Primary Medical Services Providers in entering into data processing agreements with data processors in the terms required by the UK GDPR.

6. Design of Local Incentive Schemes

- 6.1 The ICB may design and offer Local Incentive Schemes for Primary Medical Services Providers, sensitive to the differing needs of their particular communities. This includes in addition to or as an alternative to the national contractual frameworks (including as an alternative to QOF or Enhanced Services), provided that such schemes are voluntary, and the ICB continues to offer the national schemes.
- 6.2 There is no formal approvals process that the ICB must follow to develop a Local Incentive Scheme, although when designing and implementing any proposed new Local Incentive Scheme the ICB must:
 - 6.2.1 consider the needs of the local population in the Area;
 - 6.2.2 develop the specifications and templates for the Local Incentive Scheme;
 - 6.2.3 consult with Local Medical Committees and other stakeholders and comply with the duty of public involvement and consultation under section 14Z45 of the NHS Act;
 - 6.2.4 liaise with system providers and representative bodies to ensure that the system in relation to the Local Incentive Schemes will be functional and secure;
 - 6.2.5 support Data Controllers in providing privacy information as required by the UK GDPR; and
 - 6.2.6 support Primary Medical Services Providers in entering into data processing agreements with data processors in terms required by the UK GDPR.
- 6.3 The ICB must be able to:
 - 6.3.1 demonstrate improved outcomes, reduced inequalities and value for money;
 - 6.3.2 support ongoing national reporting requirements (where applicable); and
 - 6.3.3 must reflect the changes agreed as part of the national PMS reviews (<https://www.england.nhs.uk/commissioning/wp-content/uploads/sites/12/2016/05/implement-pms-fund-changes.pdf>) .
- 6.4 The ongoing assurance of any new Local Incentive Schemes will form part of the ICB's assurance process under any applicable assurance framework.
- 6.5 Any new Local Incentive Scheme must be implemented without prejudice to the right of Primary Medical Services Providers operating under a GMS Contract to obtain their entitlements which are negotiated and set nationally.

- 6.6 NHS England will continue to set national standing rules, to be reviewed annually, and the ICB must comply with these rules which shall for the purposes of this Agreement be Mandated Guidance.

7. Making Decisions on Discretionary Payments or Support

- 7.1 The ICB must manage and make decisions in relation to any discretionary payments or discretionary support to be made to Primary Medical Services Providers in a consistent, open and transparent way.
- 7.2 The ICB must exercise its discretion to determine the level of payment or type of support to Primary Medical Services Providers, in accordance with any relevant Mandated Guidance.

8. Making Decisions about Commissioning Urgent Care for Out of Area Registered Patients

- 8.1 The ICB must manage the design and commissioning of urgent care services (including home visits as required) for its patients registered out of area (including re-commissioning these services annually where appropriate).
- 8.2 The ICB must ensure that it complies with any Mandated Guidance in relation to the design and commissioning of these services.
- 8.3 For the purposes of paragraph 2.15, urgent care means the provision of primary medical services on an urgent basis.

9. Transparency and freedom of information

- 9.1 The ICB must:
- 9.1.1 Respond to requests for information from members of the public and the media, including requests made pursuant to the FOIA, whose subject-matter relates to the performance of the Delegated Functions in the ICB's Area; and
- 9.1.2 Provide information and assistance as required to support NHS England in the preparation of responses to parliamentary questions in connection with the Delegated Functions.

10. Planning the Provider Landscape

- 10.1 The ICB must plan the primary medical services provider landscape in the Area, including considering and taking decisions in relation to:
- 10.1.1 establishing new Primary Medical Services Providers in the Area;
- 10.1.2 managing Primary Medical Services Providers providing inadequate standards of patient care;
- 10.1.3 the procurement or award of new Primary Medical Services Contracts (in accordance with any procurement protocol or Guidance issued by NHS England from time to time);
- 10.1.4 closure of practices and branch surgeries;
- 10.1.5 dispersing the patient lists of Primary Medical Services Providers; and
- 10.1.6 agreeing variations to the boundaries of Primary Medical Services Providers.
- 10.2 In relation to any new Primary Medical Services Contract to be entered into, the ICB must, without prejudice to any obligation in paragraph 16 (Procurement and New Contracts) below, and paragraph 2.5 of Part 1 of this Schedule 2A:

- 10.2.1 consider and use the form of Primary Medical Services Contract that will ensure compliance with NHS England's obligations under Law taking into account the persons to whom such Primary Medical Services Contracts may be awarded;
- 10.2.2 provide to NHS England confirmation as required from time to time that it has considered and complied with its obligations under this Agreement and the Law; and
- 10.2.3 for the avoidance of doubt, Schedule 5 (Financial Provisions and Decision Making Limits) deals with the sign off requirements for Primary Medical Services Contracts.

11. Primary Care Networks

- 11.1 In managing the design and commissioning of the Network Contract Directed Enhanced Services, including re-commissioning these services annually where appropriate, the ICB must plan and manage the Primary Care Networks in the Area, complying with published specifications and Mandated Guidance, including to:
 - 11.1.1 maintain or establish identified Network Areas to support the local population in the Area;
 - 11.1.2 review any waived PCN list size requirements wherever possible and appropriate to best support the local population in the Area;
 - 11.1.3 ensure that each PCN has at all times an accountable Clinical Director;
 - 11.1.4 align each PCN with an ICB that would best support delivery of services to the local population in the Area; and
 - 11.1.5 collaborate and work with other ICBs as appropriate to agree which ICB will be the lead ICB for the PCN.

12. Approving Primary Medical Services Provider Mergers and Closures

- 12.1 The ICB is responsible for approving Primary Medical Services Provider mergers and Primary Medical Services Provider closures in the Area.
- 12.2 The ICB must undertake all necessary consultation when taking any decision in relation to Primary Medical Services Provider mergers or Primary Medical Services Provider closures in the Area, including those set out under section 14Z45 of the NHS Act (duty for public involvement and consultation). The consultation undertaken must be appropriate and proportionate in the circumstances and should include consulting with the Local Medical Committee.
- 12.3 Prior to making any decision in accordance with this paragraph 12 (Approving Primary Medical Services Provider Mergers and Closures), the ICB must be able to clearly demonstrate the grounds for such a decision and must have fully considered any impact on the Primary Medical Services Provider's registered population and that of surrounding practices. The ICB must be able to clearly demonstrate that it has considered other options and has entered into dialogue with the Primary Medical Services Provider as to how any closure or merger will be managed.
- 12.4 In making any decisions pursuant to this paragraph 12 (Approving Primary Medical Services Provider Mergers and Closures), the ICB shall act in accordance with relevant Mandated Guidance and also take account of its obligations as set out in paragraph 16 (*Procurement and New Contracts*), below, where applicable.

13. Making Decisions in relation to Management of Poorly Performing Primary Medical Services Providers

- 13.1 The ICB must make decisions in relation to the management of poorly performing Primary Medical Services Provider including, without limitation, decisions and liaison with the CQC where the CQC has reported non-compliance with standards (but excluding any decisions in relation to the Performers List).
- 13.2 In accordance with paragraph 13.1 above, the ICB must:
 - 13.2.1 ensure regular and effective collaboration with the CQC to ensure that information on general practice is shared and discussed in an appropriate and timely manner;
 - 13.2.2 ensure that any risks identified are managed and escalated where necessary;
 - 13.2.3 respond to CQC assessments of Primary Medical Services Providers where improvement is required;
 - 13.2.4 where a Primary Medical Services Provider is placed into special measures, lead a quality summit to ensure the development and monitoring of an appropriate improvement plan (including a communications plan and actions to manage primary care resilience in the locality); and
 - 13.2.5 take appropriate contractual action, including (without limitation) in response to CQC findings.

14. Premises Costs Directions Functions

- 14.1 The ICB must comply with the Premises Costs Directions and will be responsible for making decisions in relation to the Premises Costs Directions Functions.
- 14.2 In particular, but without limiting paragraph 14.1, the ICB shall make decisions concerning:
 - 14.2.1 applications for new payments under the Premises Costs Directions (whether such payments are to be made by way of grants or in respect of recurring premises costs); and
 - 14.2.2 revisions to existing payments being made under the Premises Costs Directions.
- 14.3 The ICB must comply with any decision-making limits set out in Schedule 5 (Financial Provisions and Decision Making Limits) when taking decisions in relation to the Premises Costs Directions Functions.
- 14.4 The ICB will comply with any Guidance issued by the Secretary of State or NHS England in relation to the Premises Costs Directions, including the Principles of Best Practice, and any other Mandated Guidance in relation to the Premises Costs Directions.
- 14.5 The ICB must work to ensure that the premises estate is properly managed and maintained, including by ensuring strategic estates planning is in place, and work cooperatively with other ICBs as appropriate.
- 14.6 The ICB must ensure it maintains comprehensive records of the primary care estate and any changes to it.
- 14.7 The ICB must liaise where appropriate with NHS Property Services Limited and Community Health Partnerships Limited in relation to the Premises Costs Directions Functions.
- 14.8 The ICB must prioritise the following measures in respect of management of the primary care estate in the Area:

- 14.8.1 working collaboratively with landlords and tenants to maximise the use of existing estate;
- 14.8.2 effective asset management practices including (without limitation) regularisation of the occupation of the estate, lease events, rent reviews and up-to-date documentation management; and
- 14.8.3 seeking the resolution of premises disputes in a timely manner.

15. Maintaining the Performers List

On receiving a notice from a practitioner (who is party to a Primary Medical Services Contract) of an amendment to information recorded about them in the Performers List, pursuant to regulation 9(1) of the National Health Service (Performers Lists) (England) Regulations 2013, the ICB must support NHS England's amendment of the Performers List as soon as possible after receiving the notice using the Primary Care Support services provided by NHS England, insofar as that amendment relates to a change in contractor details.

16. Procurement and New Contracts

- 16.1 Until any new arrangements for awarding Primary Medical Services Contracts comes into force, the ICB will make procurement decisions relevant to the exercise of the Delegated Functions and in accordance with the detailed arrangements regarding procurement set out in the procurement protocol issued and updated by NHS England from time to time.
- 16.2 In discharging its responsibilities set out in this Schedule 2A, the ICB must comply at all times with Law and any relevant Guidance (including any applicable procurement law and/or guidance on the selection of, and award of contracts to, providers of healthcare services).
- 16.3 On the coming into force of new arrangements for awarding Primary Medical Services Contracts, the ICB will make decisions on awarding new contracts relevant to the exercise of the Delegated Functions.
- 16.4 When the ICB makes decisions in connection with the awarding of Primary Medical Services Contracts it should ensure that it is able to demonstrate compliance with requirements for the award of Primary Medical Services Contracts, including that the decision was:
 - 16.4.1 made in the best interest of patients, taxpayers and the population;
 - 16.4.2 robust and defensible, with conflicts of interests appropriately managed;
 - 16.4.3 made transparently; and
 - 16.4.4 compliant with the rules of the regime as set out in NHS England guidance.
- 16.5 Where the ICB wishes to develop and offer a locally designed contract, it must ensure that it has consulted with the relevant Local Medical Committees in relation to the proposal and that it can demonstrate that the scheme will:
 - 16.5.1 improve outcomes for patients;
 - 16.5.2 reduce inequalities in the population; and
 - 16.5.3 provide value for money.

17. Complaints

- 17.1 The ICB will handle complaints made in respect of Primary Medical Services in accordance with the Complaints Regulations.

18. Commissioning ancillary support services

- 18.1 The ICB must procure, and undertake the management and monitoring of contracts for the provision of, such ancillary support services as are required to support the ICB in the effective discharge of the Delegated Functions, including, but not limited to the following:

18.1.1 collection and disposal of clinical waste;

18.1.2 provision of translation and interpretation services;

18.1.3 occupational health services for performers registered on the Performers List.

- 18.2 The arrangements for the provision of ancillary services to Primary Medical Services Providers are described in Schedule 7 (Local Terms).

19. Finance

Further requirements in respect of finance will be specified in Mandated Guidance.

20. Workforce

- 20.1 The arrangements for the provision and maintenance of sufficient and appropriately qualified, trained and experienced Staff in order for the ICB to fulfil its responsibilities for each of the Delegated Functions ("the Staffing Model"), will be communicated formally to the ICB by NHS England following recommendations made by the National Moderation Panel.

- 20.2 The ICB is not permitted to vary the Staffing Model agreed with NHS England as part of its application for delegation of the said functions however a variation can be applied for by the ICB and considered by the National Moderation Panel at any time.

Schedule 2B: Dental Care Services

The provisions of this Schedule 2B form part of this Agreement only where indicated in the Particulars.

Part 1A: General Obligations – Primary Dental Services

1. Introduction

- 1.1 This Part 1A of Schedule 2B (*Dental Care Services*) sets out general provisions regarding the carrying out of those Delegated Functions relating to Primary Dental Services, being in summary:
- 1.1.1 decisions in relation to the commissioning and management of Primary Dental Services;
 - 1.1.2 planning Primary Dental Services in the Area, including carrying out needs assessments;
 - 1.1.3 undertaking reviews of Primary Dental Services in the Area;
 - 1.1.4 management of the Delegated Funds in the Area;
 - 1.1.5 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; and
 - 1.1.6 such other ancillary activities that are necessary in order to exercise the Delegated Functions.

2. General Obligations

- 2.1 The ICB is responsible for planning the commissioning of Primary Dental Services.
- 2.2 When planning and commissioning Primary Dental Services, the ICB must comply with Mandated Guidance issued by NHS England.
- 2.3 In respect of integrated working, the ICB must:
- 2.3.1 take an integrated approach to working and co-ordinating with stakeholders including NHS England, Local Dental Professional Networks, Local Authorities, Healthwatch, acute and community providers, the Local Dental Committee, and other stakeholders;
 - 2.3.2 work with NHS England and other ICBs to co-ordinate a common approach to the commissioning of Primary Dental Services generally; and
 - 2.3.3 work with NHS England to coordinate the exercise of their respective performance management functions.
- 2.4 In relation to the Delegated Functions, the ICB agrees to perform the following general obligations with regard to Dental Services Contracts:
- 2.4.1 to manage the Dental Services Contracts and perform all of NHS England's obligations under each of the Dental Services Contracts in accordance with the terms of the Dental Services Contracts as if it were named in the contract in place of NHS England;
 - 2.4.2 working with other organisations, including the NHS Business Services Authority and the NHS England specialised commissioning team as appropriate, actively manage the performance of the Dental Services Provider 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 taking timely action to enforce contractual breaches, serve notices or provide discretionary support;
- 2.4.3 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;
 - 2.4.4 notify NHS England immediately (or in any event within two (2) Operational Days) of any breach by the ICB of its obligations to perform any of NHS England's obligations under the Dental Services Contracts;
 - 2.4.5 undertake any investigations relating (among other things) to whistleblowing claims, infection control and patient complaints;
 - 2.4.6 keep a record of all of the Dental Services Contracts that the ICB manages on behalf of NHS England setting out the following details in relation to each Dental Services Contract:
 - 2.4.6.1 name of Dental Services Provider;
 - 2.4.6.2 any practice or trading name by which the Dental Services Provider is known (if different to the name recorded under paragraph 2.4.6.1);
 - 2.4.6.3 location of provision of services; and
 - 2.4.6.4 amounts payable under the contract (if a contract sum is payable) or amount payable in respect of each patient (if there is no contract sum).
- 2.5 Without prejudice to clause 9 (*Finance*) or paragraph 2.4 above, the ICB must actively manage each of the relevant Dental Services Contracts including by:
- 2.5.1 reviewing and monitoring spending on services provided pursuant to Dental Services Contracts in the Area;
 - 2.5.2 reviewing and monitoring spending on Primary Dental Services commissioned in the Area;
 - 2.5.3 creating purchase orders, coding invoices and making appropriate amendments within the Compass contractor payments system;
 - 2.5.4 managing the relevant Dental Services Contract, including in respect of quality standards, incentives, observance of service specifications, and monitoring of activity and finance;
 - 2.5.5 assessing quality and outcomes (including clinical effectiveness, patient experience and patient safety);
 - 2.5.6 managing variations to the relevant Dental Services Contract or services in accordance with national policy, service user needs and clinical developments;
 - 2.5.7 agreeing information and reporting requirements and managing information breaches (which will include use of the NHS Digital Data Security and Protection Toolkit);

- 2.5.8 undertaking annual contract activity negotiations, including agreeing local prices, managing agreements or proposals for local variations and local modifications;
 - 2.5.9 conducting review meetings and undertaking contract management including the issuing of contract queries and agreeing any remedial action plan or related contract management processes;
 - 2.5.10 allocating sufficient resources for undertaking contract mediation; and
 - 2.5.11 complying with and implementing any relevant Mandated Guidance issued from time to time.
- 2.6 This paragraph is without prejudice to clause 10 (*Information, Planning and Reporting*) or any other provision in this Agreement. The ICB must provide NHS England with:
- 2.6.1 such information relating to individual providers of Primary Dental Services in the Area as NHS England may reasonably request, to ensure that NHS England is able to continue to gather national data regarding the commissioning or performances of providers of Primary Dental Services;
 - 2.6.2 such data/data sets as required by NHS England to ensure population of any national dashboards;
 - 2.6.3 any other data/data sets as required by NHS England; and
 - 2.6.4 the ICB shall procure that providers accurately record and report information so as to allow NHS England and other agencies to discharge their functions.

Part 1B: General Obligations – Prescribed Dental Services (applicable only if Prescribed Dental Services are included in the Particulars)

1. Introduction

- 1.1 This Part 1B of Schedule 2B (*Dental Care Services*) sets out general provisions regarding the carrying out of those Delegated Functions relating to Prescribed Dental Services.
- 1.2 For the purposes of Paragraph 2.1 of this Part 1B of Schedule 2B (*Dental Care Services*), the term “Population” refers to a group of people for whom the ICB has core responsibility, as established under the rules published by NHS England under section 14Z31 of the Act.
- 1.3 Community Dental Services are a form of Prescribed Dental Services. However, they may be governed by the terms of either an NHS Standard Contract or a PDS Agreement, as appropriate to the particular service. Accordingly:
 - 1.3.1 where Community Dental Services are commissioned on PDS Agreement terms (or it is appropriate to commission any new PDS Agreement for such services), those contracts must be managed in accordance with the relevant provisions of Part 1A of this Schedule 2B as if they were Primary Dental Services for the purposes of that Part only. The provisions of this Part 1B of Schedule 2B also apply, with the exception of paragraphs 2.5.2 and 2.5.3; and
 - 1.3.2 where Community Dental Services are commissioned on NHS Standard Contract terms, the provisions of this Part 1B of Schedule 2B apply in full.

2. General Obligations

- 2.1 NHS England may, by Contractual Notice, designate the ICB as the body responsible for commissioning Prescribed Dental Services for its Population and allocate Prescribed Dental Contracts to the ICB in accordance with clause 6.4 of this Agreement.
- 2.2 Each Contractual Notice referred to in paragraph 2.1 above will set out, in relation to each Prescribed Dental Services Contract, which rights, obligations and duties under that Prescribed Dental Services Contract are to be delegated to the ICB and which are to be retained by NHS England.
- 2.3 In respect of integrated working, the ICB must take an integrated approach to working and co-ordinating with stakeholders including NHS England, Local Dental Professional Networks, Local Authorities, Healthwatch, acute and community providers, the Local Dental Committee, and other stakeholders.
- 2.4 When planning and commissioning Prescribed Dental Services, the ICB must comply with Mandated Guidance issued by NHS England.
- 2.5 In awarding any new contract for Prescribed Dental Services, the ICB must:
 - 2.5.1 comply with Law and all relevant Guidance (including any applicable procurement law and/or guidance on the selection of, and award of contracts to, providers of healthcare services);
 - 2.5.2 subject to paragraph 1.3.1 of this Part 1B, use the current NHS Standard Contract published by NHS England from time to time; and
 - 2.5.3 subject to paragraph 1.3.1 of this Part 1B, pay for the Services in accordance with the National Tariff or the NHS Payment Scheme (each as defined in the Health and Social Care Act 2012) as applicable from time to time.

Part 2: Specific Obligations – Primary Dental Services only

1. Introduction

- 1.1 This Part 2 of Schedule 2B (*Dental Care Services*) sets out further provision regarding the carrying out of each of the Delegated Functions in relation to Primary Dental Services.

2. Dental Services Contract Management

- 2.1 The ICB must:
 - 2.1.1 comply with all current and future relevant national Mandated Guidance regarding contract reviews;
 - 2.1.2 monitor contract performance and primary care dental spending, with a view in particular to achieving a reduction in the number of contract holders who are under-delivering, and the reallocation of unused resources to meet the oral health needs of the Area; and
 - 2.1.3 in cooperation with the NHS Business Services Authority, monitor contract performance with a view in particular to addressing patient safety concerns and promoting patient safety.
- 2.2 The ICB must undertake the annual reconciliation of monies claimed by providers against the services provided under a GDS Contract, PDS Agreement and Personal Dental Services Plus Agreement procuring such ancillary support services as are required for the performance of this function.

3. Transparency and freedom of information

3.1 The ICB must:

- 3.1.1 respond to requests for information from members of the public and the media, including requests made pursuant to the FOIA, whose subject-matter relates to the performance of the Delegated Functions in the ICB's Area; and
- 3.1.2 provide information and assistance as required to support NHS England in the preparation of responses to parliamentary questions in connection with the Delegated Functions.

4. Planning the Provider Landscape

4.1 The ICB must plan the provider landscape in the Area, including considering and taking decisions in relation to:

- 4.1.1 establishing new Dental Services Providers in the Area;
- 4.1.2 managing Dental Services Providers providing inadequate standards of patient care;
- 4.1.3 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
- 4.1.4 closure of practices.

4.2 In relation to any new Dental Services Contract to be entered into, the ICB must, without prejudice to any obligation in paragraph 10 (Procurement and New Contracts), below:

- 4.2.1 consider and use the form of Dental Services Contract that will ensure compliance with NHS England's obligations under Law taking into account the persons to whom such Dental Services Contracts may be awarded;
- 4.2.2 provide to NHS England confirmation as required from time to time that it has considered and complied with its obligations under this Agreement and the Law; and
- 4.2.3 for the avoidance of doubt, Schedule 5 (Financial Provisions and Decision Making Limits) deals with the sign off requirements for Dental Services Contracts.

5. Finance

5.1 Further requirements in respect of finance will be specified in Mandated Guidance.

6. Workforce

6.1 The arrangements for the provision and maintenance of sufficient and appropriately qualified, trained and experienced Staff in order for the ICB to fulfil its responsibilities for each of the Delegated Functions ("the Staffing Model"), will be communicated formally to the ICB by NHS England following recommendations made by the National Moderation Panel. Further requirements in respect of workforce will be specified in Mandated Guidance.

6.2 The ICB is not permitted to vary the Staffing Model agreed with NHS England as part of its application for delegation of the said functions however a variation can be applied for by the ICB and considered by the National Moderation Panel at any time.

7. Integrating dentistry into communities at Primary Care Network level

7.1 The ICB must exercise the Delegated Functions with a view to achieving greater integration of dentists into the Integrated Care System at the Primary Care Network level.

8. Making Decisions in relation to Management of Poorly Performing Dental Services Providers

8.1 The ICB must make decisions in relation to the management of poorly performing Dental Services Provider including, without limitation, decisions and liaison with the CQC where the CQC has reported non-compliance with standards (but excluding any decisions in relation to the Performers List).

8.2 In accordance with paragraph 8.1 above, the ICB must:

8.2.1 ensure regular and effective collaboration with the CQC to ensure that information is shared and discussed in an appropriate and timely manner;

8.2.2 ensure that any risks identified are managed and escalated where necessary;

8.2.3 respond to CQC assessments of Dental Services Providers where improvement is required;

8.2.4 where a Dental Services Provider is placed into special measures, lead a quality summit to ensure the development and monitoring of an appropriate improvement plan (including a communications plan and actions to manage primary care resilience in the locality); and

8.2.5 take appropriate contractual action, including (without limitation) in response to CQC findings.

9. Maintaining the Performers List

9.1 On receiving a notice from a practitioner (who is party to a Dental Services Contract) of an amendment to information recorded about them in the Performers List, pursuant to regulation 9(1) of the National Health Service (Performers Lists) (England) Regulations 2013, the ICB must support NHS England's amendment of the Performers List as soon as possible after receiving the notice using the Primary Care Support services provided by NHS England, insofar as that amendment relates to a change in contractor details.

10. Procurement and New Contracts

10.1 Until any new arrangements for awarding Dental Services Contracts comes into force, the ICB will make procurement decisions relevant to the exercise of the Delegated Functions and in accordance with the detailed arrangements regarding procurement set out in the procurement protocol issued and updated by NHS England from time to time.

10.2 In discharging its responsibilities set out in this Schedule 2B, the ICB must comply at all times with Law and all relevant Guidance (including any applicable procurement law and/or guidance on the selection of, and award of contracts to, providers of healthcare services).

10.3 On the coming into force of new arrangements for awarding Dental Services Contracts, the ICB will make decisions on awarding new contracts relevant to the exercise of the Delegated Functions.

10.4 When the ICB makes decisions in connection with the awarding of Dental Services Contracts it should ensure that it is able to demonstrate compliance with requirements for the award of Dental Services Contracts, including that the decision was:

- 10.4.1 made in the best interest of patients, taxpayers and the population;
- 10.4.2 robust and defensible, with conflicts of interests appropriately managed;
- 10.4.3 made transparently, and
- 10.4.4 compliant with the rules of the regime as set out in NHS England guidance.

11. Complaints

- 11.1 The ICB will handle complaints made in respect of Primary Dental Services in accordance with the Complaints Regulations.

12. Commissioning Ancillary Support Services

- 12.1 The arrangements for the provision of ancillary services to Primary Dental Services Providers are described in Schedule 7 (Local Terms).

Schedule 2C: Primary Ophthalmic Services

The provisions of this Schedule 2C form part of this Agreement only where indicated in the Particulars.

Part 1: General Obligations

1. Introduction

- 1.1 This Part 1 of Schedule 2C (*Primary Ophthalmic Services*) sets out general provisions regarding the carrying out of the Delegated Functions, being, in summary:
 - 1.1.1 decisions in relation to the management of Primary Ophthalmic Services;
 - 1.1.2 undertaking reviews of Primary Ophthalmic Services in the Area;
 - 1.1.3 management of the Delegated Funds in the Area;
 - 1.1.4 co-ordinating a common approach to the commissioning of Primary Ophthalmic Services with other commissioners in the Area where appropriate; and
 - 1.1.5 such other ancillary activities that are necessary in order to exercise the Delegated Functions.

2. General Obligations

- 2.1 The ICB is responsible for managing the provision of Primary Ophthalmic Services.
- 2.2 When carrying out Delegated Functions in respect of Primary Ophthalmic Services, the ICB must comply with all Mandated Guidance issued by NHS England.
- 2.3 The role of the ICB includes identifying and seeking to address any unmet needs which may be met through the delivery of Primary Ophthalmic Services.
- 2.4 In respect of integrated working, the ICB must:
 - 2.4.1 take an integrated approach to working and co-ordinating with stakeholders including NHS England, Local Eye Health Networks, Local Authorities, Healthwatch, acute and community providers, Local Optical Committees, and other stakeholders;
 - 2.4.2 work with NHS England and other ICBs to co-ordinate a common approach to the commissioning of Primary Ophthalmic Services generally; and
 - 2.4.3 work with NHS England to coordinate the exercise of their respective performance management functions.
- 2.5 In relation to the Delegated Functions, the ICB agrees to perform the following general obligations:
 - 2.5.1 to manage the Primary Ophthalmic Services Contracts on behalf of NHS England and perform all of NHS England's obligations under each of the Primary Ophthalmic Services Contracts in accordance with the terms of the Primary Care Contracts as if it were named in the contract in place of NHS England;
 - 2.5.2 working with other organisations, including the NHS Business Services Authority and NHS England as appropriate, actively manage the performance of the Primary Ophthalmic Services Provider 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 taking timely action to enforce contractual breaches, serve notices or provide discretionary support;
- 2.5.3 ensure that it obtains value for money on behalf of NHS England and avoids making any double payments under any Primary Ophthalmic Services Contracts;
 - 2.5.4 notify NHS England immediately (or in any event within two (2) Operational Days) of any breach by the ICB of its obligations to perform any of NHS England's obligations under the Primary Ophthalmic Services Contracts;
 - 2.5.5 undertake any investigations relating (among other things) to whistleblowing claims, infection control and patient complaints;
 - 2.5.6 keep a record of all of the Primary Ophthalmic Services Contracts that the ICB manages on behalf of NHS England setting out the following details in relation to each Primary Ophthalmic Services Contract:
 - 2.5.6.1 name of the Primary Ophthalmic Services Provider;
 - 2.5.6.2 any practice or trading name by which the Primary Ophthalmic Services Provider is known (if different to the name recorded under paragraph 2.5.6.1);
 - 2.5.6.3 location of provision of services; and
 - 2.5.6.4 amounts payable under the Primary Ophthalmic Services Contract (if a contract sum is payable) or amount payable in respect of each patient (if there is no contract sum).
- 2.6 Without prejudice to clause 9 (*Finance*) or paragraph 2.5 above, the ICB must actively manage each of the relevant Primary Ophthalmic Services Contracts including by:
- 2.6.1 managing the relevant Primary Ophthalmic Services Contract, including in respect of quality standards, incentives, observance of service specifications, and monitoring of activity and finance;
 - 2.6.2 assessing quality and outcomes (including clinical effectiveness, patient experience and patient safety);
 - 2.6.3 managing variations to the relevant Primary Ophthalmic Services Contract or services in accordance with national policy, service user needs and clinical developments;
 - 2.6.4 agreeing information and reporting requirements and managing information breaches (which will include use of the NHS Digital Data Security and Protection Toolkit);
 - 2.6.5 conducting review meetings and undertaking contract management including the issuing of contract queries and agreeing any remedial action plan or related contract management processes; and
 - 2.6.6 complying with and implementing any relevant Mandated Guidance issued from time to time.
- 2.7 This paragraph is without prejudice to clause 10 (Information, Planning and Reporting) or any other provision in this Agreement. The ICB must provide NHS England with:
- 2.7.1 such information relating to individual providers of Primary Ophthalmic Services in the Area as NHS England may reasonably request, to ensure

that NHS England is able to continue to gather national data regarding the commissioning or performances of providers of Primary Ophthalmic Services;

- 2.7.2 such data/data sets as required by NHS England to ensure population of any national dashboards;
- 2.7.3 any other data/data sets as required by NHS England; and
- 2.7.4 the ICB shall procure that providers accurately record and report information so as to allow NHS England and other agencies to discharge their functions.

Part 2: Specific Obligations

3. Introduction

- 3.1 This Part 2 of Schedule 2C (*Primary Ophthalmic Services*) sets out further provision regarding the carrying out of each of the Delegated Functions.

4. Primary Ophthalmic Services Contract Management

- 4.1 The ICB must:
 - 4.1.1 comply with all current and future relevant national Mandated Guidance regarding General Ophthalmic Contract reviews and any other contract reviews;
 - 4.1.2 take on the responsibility for existing services provided pursuant to a Primary Ophthalmic Services Contract, and for commissioning new services;
 - 4.1.3 assume the responsibility for the award of new Primary Ophthalmic Services Contracts; and
 - 4.1.4 monitor contract performance with a view to achieving assurance and improvement in the delivery of services in the context of the ICB;

in each case acknowledging that the NHS Business Services Authority provides end-to-end support services in relation to these functions, as referred to in Schedule 6. The ICB accordingly agrees to co-operate with the NHS Business Services Authority in the delivery of these functions.

5. Transparency and freedom of information

- 5.1 The ICB must:
 - 5.1.1 Respond to requests for information from members and the public and the media, including requests made pursuant to the FOIA, whose subject-matter relates to the performance of the Delegated Functions in the ICB's Area; and
 - 5.1.2 Provide information and assistance as required to support NHS England in the preparation of responses to parliamentary questions in connection with the Delegated Functions.

6. Maintaining the Performers List

- 6.1 On receiving a notice from a practitioner (who is party to a Primary Ophthalmic Services Contract) of an amendment to information recorded about them in the Performers List, pursuant to regulation 9(1) of the National Health Service (Performers Lists) (England) Regulations 2013, the ICB must support NHS England's amendment of the performers list as soon as possible after receiving the notice using the Primary Care Support services provided by NHS England, insofar as that amendment relates to a change in contractor details.

7. Finance

- 7.1 Further requirements in respect of finance will be specified in Mandated Guidance.

8. Workforce

- 8.1 The arrangements for the provision and maintenance of sufficient and appropriately qualified, trained and experienced Staff in order for the ICB to fulfil its responsibilities for each of the Delegated Functions ("the Staffing Model"), will be communicated formally to the ICB by NHS England following recommendations made by the National Moderation Panel. Further requirements in respect of workforce will be specified in Mandated Guidance.
- 8.2 The ICB is not permitted to vary the Staffing Model agreed with NHS England as part of its application for delegation of the said functions however a variation can be applied for by the ICB and considered by the National Moderation Panel at any time.

9. Integrating optometry into communities at Primary Care Network level

- 9.1 The ICB must exercise the Delegated Functions with a view to achieving greater integration of optometrists into the Integrated Care System at the Primary Care Network level.

10. Complaints

10.1 The ICB will handle complaints made in respect of primary ophthalmic services in accordance with the Complaints Regulations.

11. Commissioning ancillary support services

11.1 The arrangements for the provision of ancillary services to Primary Ophthalmic Services Providers are described in Schedule 7 (Local Terms).

Schedule 2D: Delegated Functions – Pharmaceutical Services

The provisions of this Schedule 2D form part of this Agreement only where indicated in the Particulars.

1. In this Schedule, the following additional definitions shall apply:

Advanced Services	has the meaning given to that term by the Pharmaceutical Regulations
Conditions of Inclusion	means those conditions set out at Part 9 of the Pharmaceutical Regulations
Delegated Pharmaceutical Functions	the functions set out at paragraph 2 of this Schedule
Designated Commissioner	has the meaning given to that term at paragraph 2.3 of this Schedule
Dispensing Doctor	has the meaning given to that term by the Pharmaceutical Regulations
Dispensing Doctor Decisions	means decisions made under Part 8 of the Pharmaceutical Regulations
Dispensing Doctor Lists	has the meaning given to that term by the Pharmaceutical Regulations
Drug Tariff	has the meaning given to that term by the Pharmaceutical Regulations
Electronic Prescription Service	has the meaning given to that term by the Pharmaceutical Regulations
Enhanced Services	has the meaning given to that term by the Pharmaceutical Regulations
Essential Services	is to be construed in accordance with paragraph 3 of Schedule 4 to the Pharmaceutical Regulations
Fitness to Practise Functions	has the meaning given to that term at paragraph 2.1.10 of this Schedule
Locally Commissioned Services	means services which are not Essential Services, Advanced Services, Enhanced Services or services commissioned under an LPS Scheme
LPS Chemist	has the meaning give to that term by the Pharmaceutical Regulations
LPS Scheme	has the meaning given to that term by Paragraph 1(2) of Schedule 12 to the NHS Act
NHS Chemist	has the meaning given to that term by the Pharmaceutical Regulations

Pharmaceutical Lists	has the meaning given to that term at paragraph 2.1.1. of this Schedule and any reference to a Pharmaceutical List should be construed accordingly
Pharmaceutical Regulations	means the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 and reference to a Regulation refers to a provision of the Pharmaceutical Regulations, unless otherwise stated
Rurality Decisions	means decisions made under Part 7 of the Pharmaceutical Regulations
Terms of Service	means the terms upon which, by virtue of the Pharmaceutical Regulations, a person undertakes to provide Pharmaceutical Services

Delegated Pharmaceutical Functions

2. Except in so far as they fall within the scope of the Reserved Functions, and subject to paragraphs 2.2, 2.3, 4 and 5, the ICB agrees to perform the following functions of NHS England in respect of the Area (the “Delegated Pharmaceutical Functions”), in all cases in accordance with relevant Law, Mandated Guidance and other Guidance:

- 2.1.1. preparing, maintaining and submitting for publication by NHS England lists of persons, other than medical practitioners or dental practitioners, who have undertaken to provide pharmaceutical services from premises situated within the Area³, specifically:
 - 2.1.1.1. lists of persons who have undertaken to provide pharmaceutical services in particular by way of the provision of drugs;
 - 2.1.1.2. lists of persons who have undertaken to provide pharmaceutical services only by way of the provision of appliances; and
 - 2.1.1.3. lists of persons participating in the Electronic Prescription Service⁴ collectively referred to in this Schedule as the “Pharmaceutical Lists”. In doing so, it is sufficient for the lists referred to at paragraphs 2.1.1.1 and 2.1.1.2 to include a marker showing which persons are also participating in the Electronic Prescription Service, rather than preparing a separate list for the purposes of paragraph 2.1.1.3.
- 2.1.2. managing and determining applications by persons for inclusion in a Pharmaceutical List⁵;

³ Including (without limitation) updates to those lists following any removal under regulation 115 of the Pharmaceutical Regulations

⁴ Regulation 10 of the Pharmaceutical Regulations

⁵ Schedule 2 of the Pharmaceutical Regulations

- 2.1.3. managing and determining applications by persons included in a Pharmaceutical List;
- 2.1.4. responsibilities for financial resources related to the Delegated Pharmaceutical Functions as described in Mandated Guidance issued by NHS England;
- 2.1.5. overseeing the compliance of those included in the Pharmaceutical Lists with:
 - 2.1.5.1. their Terms of Service and identifying and investigating breaches, including possible breaches, of those terms;
 - 2.1.5.2. relevant Conditions of Inclusion; and
 - 2.1.5.3. requirements of the Community Pharmacy Contractual Framework.
- 2.1.6. exercising powers in respect of Performance Related Sanctions and Market Exit⁶;
- 2.1.7. exercising all other rights, and complying with all other obligations, of NHS England in respect of the Terms of Service and Conditions of Inclusion of those included in the Pharmaceutical Lists;
- 2.1.8. communicating to those included in the Pharmaceutical Lists any announcement made by NHS England modifying Terms of Service of any person included in the Pharmaceutical Lists as a consequence of a disease being, or in anticipation of a disease being imminently:
 - 2.1.8.1. pandemic; and
 - 2.1.8.2. a serious risk or potentially a serious risk to human health⁷;
- 2.1.9. communicating to those included in the Pharmaceutical Lists any other matters which NHS England may require the ICB to communicate from time to time;
- 2.1.10. performing functions in respect of the disqualification of practitioners, and related measures concerning a practitioners inclusion in the Pharmaceutical Lists, set out in Chapter 6 of Part 7 to the NHS Act and the provisions of the Pharmaceutical Regulations made under that Chapter (“the Fitness to Practise Functions”);
 - 2.1.11. performing functions in respect of enforcement, reviews and appeals relating to the Fitness to Practise Functions⁸;
- 2.1.12. making LPS Schemes⁹, subject to the requirements of paragraph 5;
- 2.1.13. overseeing the compliance of those who are party to Local Pharmaceutical Services Contracts with the terms of those contracts and identifying and investigating breaches, including possible breaches, of the terms of those contracts;
- 2.1.14. exercising all rights, and complying with all obligations, of NHS England under Local Pharmaceutical Services Contracts;
- 2.1.15. determining LPS matters¹⁰ in respect of LPS Schemes;
- 2.1.16. determining Rurality Decisions and other rurality matters¹¹;
- 2.1.17. determining Dispensing Doctor Decisions¹²;

⁶ Part 10 of the Pharmaceutical Regulations

⁷ Regulation 11(3) of the Pharmaceutical Regulations

⁸ Part 11 of the Pharmaceutical Regulations

⁹ Section 134 NHS Act and Part 13 of the Pharmaceutical Regulations.

¹⁰ Part 13 of the Pharmaceutical Regulations

¹¹ Part 7 of the Pharmaceutical Regulations

¹² Part 8 of the Pharmaceutical Regulations

- 2.1.18. preparing and maintaining Dispensing Doctor Lists¹³;
- 2.1.19. making arrangements for the provision of adequate pharmaceutical service delivery across the ICB area;
- 2.1.20. making arrangements for the delivery of Essential Services, Advanced Services and Enhanced Services;
- 2.1.21. supporting implementation and delivery of all elements of the Community Pharmacy Contractual Framework;
- 2.1.22. consulting with patients, the public and other stakeholders to the extent required by the duty of public involvement and consultation under section 14Z45 of the NHS Act;
- 2.1.23. responding to Appeals to the Secretary of State and First Tier Tribunal in respect of the Delegated Pharmaceutical Functions¹⁴;
- 2.1.24. responding to Claims in respect of the Delegated Pharmaceutical Functions;
- 2.1.25. recovering overpayments from NHS Chemists, LPS Chemists, Dispensing Doctors and Primary Medical Services Providers¹⁵;
- 2.1.26. bringing any legal proceedings in respect of the Delegated Pharmaceutical Functions;
- 2.1.27. making any notifications to, and consulting with, third parties in respect of the Delegated Pharmaceutical Functions;
- 2.1.28. recognising one or more Local Pharmaceutical Committees which it considers are representative of Pharmaceutical Services Providers in the ICB's Area and liaising with and consulting such Local Pharmaceutical Committees as required by the Pharmaceutical Regulations;
- 2.1.29. commissioning the provision of NHS Smartcards to Pharmaceutical Services Providers and their staff by registration authorities;
- 2.1.30. making any payments due to NHS Chemists suspended from a Pharmaceutical List in accordance with the determination made by the Secretary of State in respect of such payments; and
- 2.1.31. undertaking any investigations relating (among other things) to whistleblowing claims (relating to [a superintendent pharmacist, a director or the operation of a pharmacy contractor](#)), infection control and patient complaints.

2.2. Where the Area comprises the areas of two or more Health and Wellbeing Boards in their entirety:

- 2.2.1. the Delegated Pharmaceutical Functions shall be exercised so as to maintain separately in respect of each Health and Wellbeing Board area:
 - 2.2.1.1. Pharmaceutical Lists in respect of premises in that Health and Wellbeing Board area;
 - 2.2.1.2. a list of LPS Chemists providing local pharmaceutical services at or from premises in that Health and Wellbeing Board area¹⁶; and
 - 2.2.1.3. a Dispensing Doctor List (together the "Relevant Lists"); and

¹³ Regulation 46 of the Pharmaceutical Regulations

¹⁴ Schedule 3 of the Pharmaceutical Regulations

¹⁵ Regulation 94 of the Pharmaceutical Regulations

¹⁶ Regulation 114 of the Pharmaceutical Regulations

- 2.2.2. the ICB shall comply with such Contractual Notices as NHS England may issue from time to time concerning the arrangements for the exercise of the Delegated Pharmaceutical Functions across two or more Health and Wellbeing Board areas.
- 2.3. Where the Area comprises part of the area of a Health and Wellbeing Board (the “Relevant Health and Wellbeing Board”):
- 2.3.1. NHS England shall by Contractual Notice designate:
- 2.3.1.1. the ICB;
- 2.3.1.2. another ICB whose area comprises in part the area of the Relevant Health and Wellbeing Board; or
- 2.3.1.3. NHS England;
- as the body responsible for maintaining the Relevant Lists (as defined in paragraph 2.2.1 of this Schedule 2D) in respect of the Relevant Health and Wellbeing Board (“the Designated Commissioner”);
- 2.3.2. the ICB shall exercise the Delegated Pharmaceutical Functions in respect of that part of the Relevant Health and Wellbeing Board’s area that falls within the Area but in doing so shall liaise with any Designated Commissioner for the purposes of maintaining the accuracy of the Relevant Lists (as defined in paragraph 2.2.1 of this Schedule 2D) in respect of the Relevant Health and Wellbeing Board; and
- 2.3.3. the ICB shall comply with all Contractual Notices issued by NHS England for the purposes of determining responsibilities in the circumstances described in this paragraph 3.3.

Prescribed Support

3. Notwithstanding the inclusion of the following within the Delegated Functions, the ICB shall discharge the functions set out at:
- 3.1. Paragraph 3.1.1 (maintaining Pharmaceutical Lists)
- 3.2. Paragraph 3.1.2 (managing applications for inclusion)
- 3.3. Paragraph 3.1.3 (managing applications from those included in a list)
- 3.4. Paragraph 3.1.5 (overseeing compliance with Terms of Service and Conditions of Inclusion)
- 3.5. Paragraph 3.1.10 (Fitness to Practise)
- 3.6. Paragraph 3.1.18 (maintaining and publishing Dispensing Doctors Lists)
- 3.7. Paragraph 3.1.25 (recovery of overpayments)
- with the assistance and support of the NHS Business Services Authority, Primary Care Support England or such other person as NHS England shall designate by Contractual Notice for these purposes from time to time and in accordance with the allocation of operational responsibilities described by NHS England in Mandated Guidance.

LPS Schemes

4. The ICB shall not without the prior written consent of NHS England make any new LPS Schemes.

Barred Persons

5. The ICB must ensure that persons barred from involvement in specific elements of the Delegated Functions are excluded from such involvement in accordance with the Pharmaceutical Regulations.

Other Services

6. The provisions of this schedule are without prejudice to the ability of the ICB to make arrangements for the provision of Locally Commissioned Services for the purposes of the NHS in accordance with its own commissioning functions and using its own financial resources.

Payments

7. In exercising the Delegated Pharmaceutical Functions, the ICB must ensure that:
 - 7.1. all payments to which the Drug Tariff applies are made solely in accordance with the Drug Tariff; and
 - 7.2. any other payments for services (including without limitation those relating to LPS Schemes and Enhanced Services) are made in accordance with recognised contractual mechanisms intended to apply to those services.

Flu vaccinations

8. The Parties acknowledge and agree that:
 - 8.1. responsibility for arranging any national scheme for flu vaccinations remains with NHS England as part of its Section 7A Functions; and
 - 8.2. where any such national scheme is arranged by NHS England, the ICB is required to commission flu vaccines as Advanced Services. For the purposes of this Agreement, this forms part of the ICB's responsibilities under clause 9.20.

Integration

9. In respect of integrated working, the ICB must:
 - 9.1.1. take an integrated approach to working and co-ordinating with stakeholders including NHS England, Local Authorities, Healthwatch, acute and community providers, professional representative groups, contractor representative groups and other stakeholders;
 - 9.1.2. work with NHS England and other ICBs to co-ordinate a common approach to the commissioning of Pharmaceutical Services generally; and
 - 9.1.3. work with NHS England to coordinate the exercise of their respective performance management functions.

Integrating pharmacy into communities at Primary Care Network level

10. The ICB must exercise the Delegated Functions with a view to achieving greater integration of community pharmacy into the Integrated Care System at the Primary Care Network level including participation in network governance arrangements.

Complaints

11. The ICB will handle complaints made in respect of Pharmaceutical Services and Local Pharmaceutical Services in accordance with the Complaints Regulations.

Commissioning ancillary support services

12. The arrangements for the provision of ancillary services to Pharmaceutical Services Providers are described in Schedule 7 (Local Terms).

13. **Finance**

13.1. Further requirements in respect of finance will be specified in Mandated Guidance.

14. **Workforce**

14.1. Further requirements in respect of workforce will be specified in Mandated Guidance.

SCHEDULE 3

Reserved Functions

1. Introduction

- 1.1 In accordance with clause 8.4 of this Agreement, all functions of NHS England other than those defined as Delegated Functions are Reserved Functions.
- 1.2 This SCHEDULE 3 (Reserved Functions) sets out further provision regarding the carrying out of the Reserved Functions.
- 1.3 The ICB will work collaboratively with NHS England and will support and assist NHS England to carry out the Reserved Functions.

2. Management of the national performers list

- 2.1 Subject to Paragraph 2.2, NHS England will continue to perform its functions under the National Health Service (Performers Lists) (England) Regulations 2013.
- 2.2 The ICB will carry out administrative tasks in respect of the Performers Lists as described at:
 - 2.2.1 Paragraph 9 of Part 2, Schedule 2A;
 - 2.2.2 Paragraph 9 of Part 2, Schedule 2B; and
 - 2.2.3 Paragraph 6 of Part 2, Schedule 2C.
- 2.3 NHS England's functions in relation to the management of the national performers list include:
 - 2.3.1 considering applications and decision-making in relation to inclusion on the national performers list, inclusion with conditions and refusals;
 - 2.3.2 identifying, managing and supporting primary care performers where concerns arise; and
 - 2.3.3 managing suspension, imposition of conditions and removal from the national performers list.
- 2.4 NHS England may hold local Performance Advisory Group ("PAG") meetings to consider all complaints or concerns that are reported to NHS England in relation to a named performer and NHS England will determine whether an initial investigation is to be carried out.
- 2.5 NHS England may notify the ICB of all relevant PAG meetings at least seven (7) days in advance of such meetings. NHS England may require a representative of the ICB to attend such meetings to discuss any performer concerns and/or quality issues that may impact on individual performer cases.
- 2.6 The ICB must develop a mechanism to ensure that all complaints regarding any named performer are escalated to the Local NHS England Team for review. The ICB will comply with any Mandated Guidance issued by NHS England in relation to the escalation of complaints about a named performer.

3. Management of the revalidation and appraisal process

- 3.1 NHS England will continue to perform its functions under the Medical Profession (Responsible Officers) Regulations 2010 (as amended by the Medical Profession (Responsible Officers) (Amendment) Regulations 2013).

- 3.2 All functions in relation to GP appraisal and revalidation will remain the responsibility of NHS England, including:
 - 3.2.1 the funding of GP appraisers;
 - 3.2.2 quality assurance of the GP appraisal process; and
 - 3.2.3 the responsible officer network.
- 3.3 Funding to support the GP appraisal is incorporated within the global sum payment to Primary Medical Services Provider.
- 3.4 The ICB must not remove or restrict the payments made to Primary Medical Services Provider in respect of GP appraisal.
- 3.5 Appraisal arrangements in respect of all other primary care practitioner groups shall also be Reserved Functions.

4. Administration of payments and related performers list management activities

- 4.1 NHS England reserves its functions in relation to the administration of payments to individual performers and related performers list management activities under the National Health Service (Performers Lists) (England) Regulations 2013 and other relevant legislation.
- 4.2 NHS England may continue to pay practitioners who are suspended from the national performers list in accordance with relevant determinations made by the Secretary of State.
- 4.3 For the avoidance of doubt, the ICB is responsible for any ad hoc or discretionary payments to Primary Medical Services Providers (including those under section 96 of the NHS Act) in accordance with SCHEDULE 2 (Delegated Functions) Part 1 paragraphs 7.1 and 7.2 of this Agreement, including where such payments may be considered a consequence of actions taken under the National Health Service (Performers Lists) (England) Regulations 2013.

5. Section 7A and Capital Expenditure Functions

- 5.1 In accordance with clause 9.18, NHS England retains the Section 7A Functions and will be responsible for taking decisions in relation to the Section 7A Functions.
- 5.2 In accordance with clauses 9.20 and 9.21, the ICB will provide certain management and/or administrative services to NHS England in relation to the Section 7A Functions.
- 5.3 In accordance with clause 9.14, NHS England retains the Capital Expenditure Functions and will be responsible for taking decisions in relation to the Capital Expenditure Functions.
- 5.4 In accordance with clauses 9.16 and 9.17, the ICB will provide certain management and/or administrative services to NHS England in relation to the Capital Expenditure Functions.

6. Such other ancillary activities that are necessary in order to exercise the Reserved Functions

- 6.1 NHS England will continue to comply with its obligations under the Controlled Drugs (Supervision of Management and Use) Regulations 2013.
- 6.2 The ICB must assist NHS England's controlled drug accountable officer ("CDAO") to carry out its functions under the Controlled Drugs (Supervision of Management and Use) Regulations 2013.

- 6.3 The ICB must nominate a relevant senior individual within the ICB (the “ICB CD Lead”) to liaise with and assist NHS England to carry out its functions under the Controlled Drugs (Supervision of Management and Use) Regulations 2013.
- 6.4 The ICB CD Lead must, in relation to the Delegated Functions:
 - 6.4.1 on request provide NHS England’s CDAO with all reasonable assistance in any investigation involving the Delegated Functions;
 - 6.4.2 report all complaints involving controlled drugs to NHS England’s CDAO;
 - 6.4.3 report all incidents or other concerns involving the safe use and management of controlled drugs to NHS England’s CDAO;
 - 6.4.4 analyse the controlled drug prescribing data available; and
 - 6.4.5 on request supply (or ensure organisations from whom the ICB commissions services involving the regular use of controlled drugs supply) periodic self-declaration and/or self-assessments to NHS England’s CDAO.

7. Reserved Functions – Primary Medical Services

- 7.1 The following functions and related activities shall continue to be exercised by NHS England (the “Reserved Primary Medical Services Functions”):
 - 7.1.1 determining the outcomes expected from Primary Medical Services and the main characteristics of high quality services, taking into account national priorities for improving NHS outcomes and the Department of Health and Social Care mandate;
 - 7.1.2 designing and delivering national transformation programmes in support of national priorities;
 - 7.1.3 the negotiation and agreement of matters concerning General Medical Services contracts with national stakeholders including, without limitation, the Department of Health and Social Care and bodies representing providers of primary medical services nationally;
 - 7.1.4 the development of national standard Primary Medical Service contracts and national contract variations and guidance to ensure an equitable approach to applying nationally agreed changes to all Primary Medical Services providers;
 - 7.1.5 the provision of commissioning and contracting policy and guidance to support ICBs to meet their delegated duties;
 - 7.1.6 the provision of nationally contracted services delivering digital, logistical and support services for Primary Medical Services in England (including but not limited to):
 - 7.1.6.1 Payments;
 - 7.1.6.2 Pensions;
 - 7.1.6.3 Patient Registration;
 - 7.1.6.4 Medical Records;
 - 7.1.6.5 Performer List;
 - 7.1.6.6 Supplies;

7.1.6.7 Call and Recall for Cervical screening (CSAS); and

7.1.6.8 Pharmacy Market Management.

7.2 The ICB will work collaboratively with NHS England, and will support and assist those nationally contracted services to carry out their services.

8. Reserved Functions – Primary Dental Services

8.1 The following functions and related activities shall continue to be exercised by NHS England (the “Reserved Primary Dental Services Functions”):

8.1.1 determining the outcomes expected from Primary Dental Services and the main characteristics of high quality services, taking into account national priorities for improving NHS outcomes; designing and delivering national transformation programmes in line with any applicable commissioning policies and guidance;

8.1.2 the negotiation and agreement of matters concerning Dental Services Contracts with national stakeholders including, without limitation, the Department of Health and Social Care and bodies representing providers of primary dental services nationally;

8.1.3 the development of national standard Dental Service Contracts and national contract variations and guidance to ensure an equitable approach to applying nationally agreed changes to all Primary Dental Services providers;

8.1.4 the provision of all dental commissioning and contracting policy and guidance to support ICBs to meet their delegated duties; and

8.1.5 the provision of nationally contracted services delivering digital, logistical and support services for Primary Dental Services in England (including but not limited to):

8.1.5.1 Payments;

8.1.5.2 Pensions;

8.1.5.3 Performer List; and

8.1.5.4 Market Management.

8.2 The ICB will work collaboratively with NHS England, and will support and assist those nationally contracted services to carry out their services.

9. Reserved Functions – Primary Ophthalmic Services

9.1 The following functions and related activities shall continue to be exercised by NHS England (the “Reserved Ophthalmic Functions”):

9.1.1 the Primary Ophthalmic Services Contracts policy and associated documentation;

9.1.2 the negotiation and agreement of matters concerning Primary Ophthalmic Services with national stakeholders including, without limitation, the Department of Health and Social Care and bodies representing providers of Ophthalmic Services nationally; and

9.1.3 the provision of nationally contracted services delivering digital, logistical and support services for Primary Ophthalmic Services in England (including but not limited to):

- 9.1.3.1 Payments;
- 9.1.3.2 Performers List;
- 9.1.3.3 Market Management/Entry; and
- 9.1.3.4 Contract management, assurance and post-payment verification.

9.2 The ICB will work collaboratively with NHS England, and will support and assist those nationally contracted services to carry out their services.

10. Reserved Functions – Pharmaceutical Services and Local Pharmaceutical Services

10.1 The following functions and related activities shall continue to be exercised by NHS England (the “Reserved Pharmaceutical Functions”):

- 10.1.1 publication of Pharmaceutical Lists;
- 10.1.2 functions of NHS England as a determining authority in relation to pharmaceutical remuneration under Part 12 of the Pharmaceutical Regulations;
- 10.1.3 functions in respect of lists of performers of pharmaceutical services and assistants, noting that as at the date of this Agreement regulations for the purposes of these functions have not been made¹⁷;
- 10.1.4 the negotiation and agreement of matters concerning NHS pharmaceutical services with national stakeholders including, without limitation, the Department of Health and Social Care and bodies representing providers of Pharmaceutical Services nationally;
- 10.1.5 the provision of commissioning and contracting policy and guidance to support ICBs to meet their delegated duties; and
- 10.1.6 administration of the pharmacist pre-registration training grant scheme.

¹⁷ Part 7, Chapter 4A of the NHS Act (not currently in force)

SCHEDULE 4

Further Information Governance and Sharing Provisions

1. Introduction

- 1.1. The purpose of this Schedule 4 (*Further Information Governance and Sharing Provisions*) and the Personal Data Agreement at the Annex is to set out the scope for the secure and confidential sharing of information between the Parties on a **Need To Know** basis, in order to enable the Parties to exercise their functions in pursuance of this Agreement.
- 1.2. References in this Schedule 4 (*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' personnel will only have access to Personal Data or Special Category Personal Data if it is lawful for such personnel 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 the Personal Data Agreement is 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 Parties;
 - 1.3.2. describe the purposes for which the Parties have agreed to share Relevant Information;
 - 1.3.3. set out the lawful basis for the sharing of information between the Parties, 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 Parties;
 - 1.3.5. apply to the sharing of Relevant Information relating to
 - 1.3.5.1. Primary Care Providers and Primary Care Provider Personnel; and
 - 1.3.5.2. Dental Services Providers and their personnel;
 - 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 Parties' personnel; and
 - 1.3.9. describe how complaints relating to Personal Data sharing between the Parties 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 ICB's Delegated Functions and NHS England's Reserved Functions as described in this Agreement.
- 2.2. Specific and detailed purposes are set out in the Personal Data Agreement annexed to this Schedule.

3. Benefits of information sharing

- 3.1. The benefits of sharing information are the achievement of the Specified Purpose set out above, with benefits for service users and other stakeholders in terms of the improved local delivery of Primary Care Services and Primary Dental Services.

4. Lawful basis for Sharing

- 4.1. Each Party shall comply with all relevant Information Law requirements and good practice in relation to the processing of Relevant Information shared further to this Agreement.
- 4.2. The Parties shall identify the lawful basis for sharing Relevant Information for each purpose and data flow, and document these in the Personal Data Agreement annexed to this Schedule.

5. Relevant Information to be shared

- 5.1. The Relevant Information to be shared is set out in the Personal Data Agreement annexed to this Schedule.

6. Restrictions on use of the Shared Information

- 6.1. Each Party 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.
- 6.2. Access to, and processing of, the Relevant Information provided by a Party 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 Information Law requirements, and the parties' personnel should only have access to Personal Data on a justifiable **Need to Know** basis.
- 6.3. Neither the provisions of this Schedule 4 (*Further Information Governance and Sharing Provisions*) nor the Personal Data Agreement annexed to this Schedule should be taken

to permit unrestricted access to data held by any Party. It lays the parameters for the safe and secure sharing and processing of information on a justifiable **Need to Know** basis.

- 6.4. Neither Party shall subcontract any processing of the Relevant Information without the prior written consent of the other Party. Where a Party 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.
- 6.5. Neither Party shall cause or allow Data to be transferred to any territory outside the United Kingdom without the prior written permission of the responsible Data Controller.
- 6.6. Any particular restrictions on use of certain Relevant Information are included in the Personal Data Agreement annexed to this Schedule.

7. Ensuring fairness to the Data Subject

- 7.1. 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 Parties will take the following measures:
 - 7.1.1. amendment of internal guidance to improve awareness and understanding among personnel;
 - 7.1.2. 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;
 - 7.1.3. ensuring that information and communications relating to the processing of data is easily accessible and easy to understand, and that clear and plain language be used; and
 - 7.1.4. giving consideration to carrying out activities to promote public understanding of how data is processed where appropriate.
- 7.2. Each Party 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.
- 7.3. Each Party shall reasonably cooperate with the other in undertaking any Data Protection Impact Assessment 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.
- 7.4. Further provision in relation to specific data flows is included in the Personal Data Agreement annexed to this Schedule.

8. Governance: personnel

- 8.1. Each Party must take reasonable steps to ensure the suitability, reliability, training and competence, of any personnel who have access to the Personal Data (and Special Category Personal Data) including reasonable background checks and evidence of completeness should be available on request by each Party.
- 8.2. The Parties agree to treat all Relevant Information as confidential and imparted in confidence and must safeguard it accordingly. Where any of the Parties' personnel are not healthcare professionals (for the purposes of the Data Protection Act 2018) the employing Parties must procure that personnel operate under a duty of confidentiality which is equivalent to that which would arise if that person were a healthcare professional.
- 8.3. Each Party shall ensure that all personnel required to access the Personal Data (including Special Category Personal Data) are informed of the confidential nature of the Personal Data and each Party shall include appropriate confidentiality clauses in employment/service contracts of all personnel 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 Information Law requirements, or causes damage to or loss of the Relevant Information.
- 8.4. 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 Information Law and this Agreement.
- 8.5. Each Party shall ensure that:
 - 8.5.1. only those personnel involved in delivery of the Agreement use or have access to the Relevant Information; and
 - 8.5.2. 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. These access controls are set out in the Personal Data Agreement annexed to this Schedule; and
 - 8.5.3. specific limitations on the personnel who may have access to the Information are set out in the Personal Data Agreement annexed to this Schedule.

9. Governance: Protection of Personal Data

- 9.1. At all times, the Parties shall have regard to the requirements of Information Law and the rights of Data Subjects.

- 9.2. Wherever possible (in descending order of preference), only anonymised information, or strongly or weakly pseudonymised information will be shared and processed by Parties, without the need to share easily identifiable Personal Data. The Parties 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/Special Category Personal Data.
- 9.3. 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. If either Party:
- 9.3.1. 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
 - 9.3.2. becomes aware of any security vulnerability or breach,
- in respect of the Relevant Information it shall promptly (and within 48 hours) notify the other Party. The Parties 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 Information Law.
- 9.4. In processing any Relevant Information further to this Agreement, each Party shall:
- 9.4.1. process the Personal Data (including Special Category Personal Data) only 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;
 - 9.4.2. process the Personal Data (including Special Category Personal Data) only to the extent as is necessary for the provision of the Specified Purpose or as is required by law or any regulatory body;
 - 9.4.3. process the Personal Data (including Special Category Personal Data) only in accordance with Information Law requirements and shall not perform its obligations under this Agreement in such a way as to cause any other Data Controller to breach any of their applicable obligations under Information Law; and
 - 9.4.4. process the Personal Data in accordance with the requirements of Information Law and in particular the principles set out in Article 5(1) and accountability requirements set out in Article 5(2) UK GDPR.
- 9.5. Each Party shall act generally in accordance with Information Law requirements, and in particular shall implement, maintain and keep under review appropriate technical and organisational measures to ensure and to be able to demonstrate that the processing of Personal Data is undertaken in accordance with Information Law, and in particular to protect 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:

- 9.5.1. 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
- 9.5.2. 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 regard to the nature of the Personal Data (and Special Category Personal Data) which is to be protected.

9.6. In particular, each Party shall:

- 9.6.1. ensure that only personnel authorised under this Agreement have access to the Personal Data (and Special Category Personal Data);
- 9.6.2. 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;
- 9.6.3. obtain prior written consent from the originating Party in order to transfer the Relevant Information to any third party;
- 9.6.4. permit the other Party 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 Party to verify and/or procure that the other is in full compliance with its obligations under this Agreement; and
- 9.6.5. if requested, provide a written description of the technical and organisational methods and security measures employed in processing Personal Data.

9.7. Each Party shall adhere to the specific requirements as to information security set out in the Personal Data Agreement.

9.8. Each Party shall use best endeavours to achieve and adhere to the requirements of the NHS Digital Data Security and Protection Toolkit.

9.9. The Parties' Single Points of Contact set out in paragraph 14 (*Governance: Single Points of Contact*) below will be the persons who, in the first instance, will have oversight of third party security measures.

10. Governance: Transmission of Information between the Parties

- 10.1. This paragraph supplements paragraph 9 (*Governance: Protection of Personal Data*) of this Schedule.

- 10.2. Transfer of Personal Data between the Parties shall be done through secure mechanisms including use of the N3 network, encryption, and approved secure (NHS.net / gcsx) email.
- 10.3. 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.
- 10.4. Any other special measures relating to security of transfer are specified in the Personal Data Agreement annexed to this Schedule.
- 10.5. Each Party shall keep an audit log of Relevant Information transmitted and received in the course of this Agreement.
- 10.6. The Parties' Single Point of Contact notified pursuant to paragraph 14 (*Governance: Single Points of Contact*) will be the persons who, in the first instance, will have oversight of the transmission of information between the Parties.

11. Governance: Quality of Information

- 11.1. The Parties will take steps to ensure the quality of the Relevant Information and to comply with the principles set out in Article 5 UK GDPR.
- 11.2. Special measures relating to ensuring quality are set out in the Personal Data Agreement annexed to this Schedule.

12. Governance: Retention and Disposal of Shared Information

- 12.1. The non-originating Party 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 Party that shared the Relevant Information. Once paper information is no longer required, paper records will be securely destroyed or securely returned to the Party they came from.
- 12.2. Each Party shall provide an explanation of the processes used to securely destroy or return the information, or verify such destruction or return, if requested by the other Party and shall comply with any request of the Data Controllers to dispose of data in accordance with specified standards or criteria.

- 12.3. If either Party 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 under this paragraph 12 (*Governance: Retention and Disposal of Shared Information*), it shall notify the other Party in writing of that retention, giving details of the documents or materials that it must retain.
- 12.4. 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.
- 12.5. Any special retention periods are set out in the Personal Data Agreement annexed to this Schedule.
- 12.6. Each Party 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.
- 12.7. Each Party 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.
- 12.8. Electronic records will be considered for deletion once the relevant retention period has ended.
- 12.9. In the event of any bad or unusable sectors of electronic storage media that cannot be overwritten, the Party shall ensure complete and irretrievable destruction of the media itself in accordance with policy requirements.

13. Governance: Complaints and Access to Personal Data

- 13.1. Each Party shall assist the other in responding to any request made under Information Law made by persons who wish to access copies of information held about them ("**Subject Access Requests**"), as well as any other purported exercise of a Data Subject's rights under Information Law or complaint to or investigation undertaken by the Information Commissioner.
- 13.2. Complaints about information sharing shall be routed through each Party's own complaints procedure but reported to the Single Points of Contact set out in paragraph 14 (*Governance: Single Points of Contact*) below.
- 13.3. The Parties shall use all reasonable endeavours to work together to resolve any dispute or complaint arising under this Agreement or any data processing carried out further to it.

- 13.4. Basic details of the Agreement shall be included in the appropriate log under each Party's Publication Scheme.

14. Governance: Single Points of Contact

- 14.1. The Parties 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. Details of the single points of contact shall be set out in the Personal Data Agreement.

15. Monitoring and review

- 15.1. The Parties shall monitor and review on an ongoing basis the sharing of Relevant Information to ensure compliance with Information Law and best practice. Specific monitoring requirements are set out in the Personal Data Agreement annexed to this Agreement.

Annex

Template Personal Data Agreement

Data flow subject matter: [Description]

Data flow duration: *The duration of the delegation arrangement* [OR Insert alternative period]

Nature and purpose of processing: *Described in the Delegation Agreement at Schedule 4 paragraph 2.1 above*

Description of information flow and Single Points of Contact for parties involved

Originating Data Controller	[Insert:]			
Contact details for Single Point of Contact for Originating Data Controller	Name of point of contact	Title	Contact (email)	Contact (phone)
Recipient Data Controller	[Insert:]			
Contact details for Single Point of Contact of Recipient Data Controller	Name of point of contact	Title	Contact (email)	Contact (phone)

Description of information to be shared

Comprehensive description of Relevant Information to be shared – including the type(s) of personal data to be shared and categories of personal data	[Insert:]
Anonymised / not information about individual persons	Yes / No
Strongly pseudonymised	Yes / No

Weakly pseudonymised	Yes / No
Person -identifiable data	Yes / No
Justification for the level of identifiability required	[Insert or N/A:]

Legal basis for disclosure and use

GDPR Article 6 Legitimising Condition/s	[Insert or N/A:]	
GDPR Article 9 Exemption/s	[Insert or N/A:]	
Confidentiality	Explicit consent	Yes / No [If yes, how documented?:]
	Implied Consent	Yes / No [If yes, how have you implied consent?:]
	Statutory required/permited disclosure	[Insert statutory basis:]
	Public interest disclosure	[Insert how the public interest favours use/disclosure of the information:]
	Other legal basis	[Insert:]
s. 13Z3 / 14Z61 NHS Act 2006 justification	S. 13Z3 condition(s) to permit disclosure	[Insert:]
	S. 14Z23 condition(s) to permit disclosure	[Insert:]
Other specific legal considerations		

Restrictions on use of information

[Insert:]

Governance arrangements

Specific measures to ensure fairness to the Data Subject, including privacy impact assessments undertaken	[Insert:]
Access controls on use of information	[Insert:]
Specific limitations on Personnel who may access information	[Insert:]
Other specific security requirements (transmission)	[Insert:]
Other specific security requirements (general)	[Insert:]
Specific requirements as to ensuring quality of information	[Insert:]
Specific requirements for retention and destruction of information	[Insert:]
Specific monitoring and review arrangements	[Insert:]

SCHEDULE 5

Financial Provisions and Decision Making Limits

Financial Limits and Approvals

1. The ICB shall ensure that any decisions in respect of the Delegated Functions and which exceed the financial limits set out below are only taken:
 - 1.1 by the following persons and/or individuals set out in column 2 of Table 1 below; and
 - 1.2 following the approval of NHS England (if any) as set out in column 3 of the Table 1 below.
2. NHS England may, from time to time, update Table 1 by sending a notice to the ICB of amendments to Table 1.

Table 1 – Financial Limits		
Decision	Person/Individual	NHS England Approval
General		
Taking any step or action in relation to the settlement of a Claim, where the value of the settlement exceeds £100,000	ICB Chief Executive Officer or Chief Finance Officer or Chair	NHS England Head of Legal Services and Local NHS England Team Director or Director of Finance
Any matter in relation to the Delegated Functions which is novel, contentious or repercussive	ICB Chief Executive Officer or Chief Finance Officer or Chair	Local NHS England Team Director or Director of Finance or NHS England Region Director or Director of Finance or NHS England Chief Executive or Chief Financial Officer
Revenue Contracts		
The entering into of any Primary Care Contract or Arrangement which has or is capable of having a term which exceeds five (5) years	ICB Chief Executive Officer or Chief Finance Officer or Chair	Local NHS England Team Director or Director of Finance
<p>Capital</p> <p>Note: As at the date of this Agreement, the ICB will not have delegated or directed responsibility for decisions in relation to Capital expenditure (and these decisions are retained by NHS England) but the ICB may be required to carry out certain administrative services in relation to Capital expenditure under paragraph 13 (<i>Financial Provisions and Liability</i>).</p>		

SCHEDULE 6

Mandated Assistance and Support

1. Primary Dental Services

- 2.1 NHS Business Services Authority has existing agreements with NHS England to support its delivery of the following services:
 - 2.1.1 Contract management – end-to-end administration of contract variations and other regional team/ICB support activities;
 - 2.1.2 Performance management - provide mid and end of year administration process to support regional teams and ICBs and undertake risk based assurance reviews - PPV can also be instigated by the ICS or Counter Fraud;
 - 2.1.3 Clinical assurance reviews – provide clinical assurance of quality of dental services delivered, working in collaboration with regional teams/ICBs to identify and seek to address any concerns;
 - 2.1.4 Provide data reports to teams defining quantity and service delivery at a contractor level.

3. Primary Ophthalmic Services

- 3.1 NHS Business Services Authority have existing agreements with NHS England to support its delivery of the following services:
 - 3.1.1 Contract management. End-to-end administration of new contract applications, contract variations and contract terminations.
 - 3.1.2 Contract assurance. Administration of the annual contractor assurance declaration and additional in-depth assurance declaration where appropriate. Provision of assurance reports at ICS and contractor level, supporting further assurance decisions.
 - 3.1.3 GOS complaints. Administration of the annual GOS complains survey.
 - 3.1.4 Post-Payment Verification (PPV). End-to-end process for identifying and verifying GOS claims as part of the national PPV framework. This includes obtaining and reviewing claims and carrying out a financial recovery where appropriate. PPV can also be instigated by the ICS or Counter Fraud.
 - 3.1.5 GOS 4 pre-authorisation of repair or replacement glasses.

4. Pharmaceutical Services and Local Pharmaceutical Services

- 4.1 NHS Business Services Authority has existing agreements with NHS England to support ICBs to discharge their assurance responsibilities by the delivery of the following services to ICBs:
 - 4.1.1 Performance management – direct support to commissioners and community pharmacy contractors to implement corrective and preventative intervention;

- 4.1.2 Contract assurance – administration of the annual contractor assurance declaration and additional in-depth assurance declaration where appropriate, provision of assurance reports at ICS and contractor level supporting further assurance decisions by the ICB;
- 4.1.3 Post-Payment Verification (PPV) – end-to-end process for identifying and verifying claims as part of the national PPV framework to support ICBs to play their part in ensuring compliance with contractual requirements and delivery of quality and value for money. This includes obtaining and reviewing claims, investigation of outliers and other potential inappropriate claims, along with referrals and investigatory reports to the ICB to consider and decide overpayment recoveries, and carrying out the financial recovery where appropriate. PPV can also be instigated by the ICS or Counter Fraud.

5 Support Services directed by DHSC

- 5.1 NHS Business Services Authority is directed by DHSC to undertake specific activities as well as having existing agreements with NHS England to support its delivery of primary care services. These include (without limitation):
 - 5.1.1 The administration of national payment platforms for primary care services to dentists, pharmacy contractors, appliance contractors, oxygen contractors and special school eye care providers;
 - 5.1.2 The calculation of payment for covid-19 and flu vaccinations to PCNs and GP practices as well as payments to Dispensing Doctors and prescribing only doctors for personal administration claims and sharing this information accurately and in a timely manner;
 - 5.1.3 Clinical advisory support;
 - 5.1.4 Administration functions;
 - 5.1.5 Assurance services - performance and contract management of primary care providers;
 - 5.1.6 The provision of information to primary care organisations for all contractor groups via standardised reporting (eg. ePACT2, eDEN and eOPS);
 - 5.1.7 Working with NHS England and ICB Counter Fraud Teams to reduce loss across the system.

SCHEDULE 7

Local Terms

None

SCHEDULE 8

Deployment of NHS England Staff to the ICB

Note:

This schedule relates to the Deployment of Staff who are employed by NHS England only.

Deployment of NHS England Staff

1. NHS England may deploy Staff to the ICB for the purposes of carrying out the Delegated Functions.
2. The Parties have agreed that arrangements for the provision of NHS England Staff and the associated employment model envisaged by section 5.9 of the HR Framework <https://www.england.nhs.uk/wp-content/uploads/2021/06/B1427-Human-resources-framework-for-developing-integrated-care-boards-version-2-March-2022.pdf> will be determined by the National Moderation Panel convened for this purpose and endorsed by NHS England's Executive Group.
3. The Parties agree and acknowledge that the Staffing Models will be developed in conjunction with the ICB and are subject to the decision of the National Moderation Panel and cannot be varied without the express agreement of NHS England.
4. A proposal for a variation to any Staffing Model must be made by means of a formal submission to the National Moderation Panel which will determine the proposal, following which the proposal if approved, will be endorsed by NHS England's Executive Group.
5. Subject to any variation made in accordance with paragraphs 3 and 4 above, a Staffing Model determined in accordance with paragraph 2 will apply for the duration of this Agreement.

Availability of NHS England Staff

1. In addition to any Staff deployed in any communicated Staffing Model arrangement, NHS England may deploy additional Staff to the ICB to perform administrative and management support services together with such other services specified in SCHEDULE 7 (Local Terms) (the "Services") so as to facilitate the ICB in undertaking the Delegated Functions pursuant to the terms of this Agreement.
2. NHS England will take all reasonable steps to ensure that the NHS England Staff deployed for the purposes of carrying out the Delegated Functions shall:
 - 2.1 faithfully and diligently perform duties and exercise such powers as may from time to time be reasonably assigned to or vested in them; and
 - 2.2 perform all duties assigned to them pursuant to this Schedule 8.
3. The ICB shall notify NHS England if the ICB becomes aware of any act or omission by any NHS England Staff which may have a material adverse impact on the provision of the Services or constitute a material breach of the terms and conditions of employment of the NHS England Staff.
4. NHS England shall use all reasonable efforts to make its Staff available for the purposes of this Schedule 8 whilst the NHS England Staff are absent:
 - 4.1 by reason of industrial action;

- 4.2 as a result of the suspension or exclusion of employment or secondment of any Staff by NHS England;
- 4.3 in accordance with the NHS England Staff's respective terms and conditions of employment and policies, including, but not limited to, by reason of training, holidays, sickness, injury, trade union duties, paternity leave or maternity or where absence is permitted or required by Law;
- 4.4 if making the NHS England Staff available would breach or contravene any Law;
- 4.5 as a result of the cessation of employment of any individual NHS England Staff; and/or
- 4.6 at such other times as may be agreed between NHS England and the ICB.

Employment of the NHS England Deployed Staff

1. NHS England shall employ their Staff and shall be responsible for the employment of their Staff at all times on whatever terms and conditions as NHS England and their Staff may agree from time to time.
2. NHS England shall pay their Staff their salaries and benefits and make any deductions for income tax liability and national insurance or similar contributions it is required to make from the Staff's salaries and other payments.
3. NHS England shall not, and shall procure that the NHS England Staff shall not, hold themselves out as employees of the ICB.

Management of NHS England staff

1. NHS England where appropriate, shall in consultation with the ICB, make arrangements to ensure the day-to-day control of the activities of their Staff is shared with the ICB and deal with any relevant management issues concerning their Staff including, without limitation, performance appraisal, discipline and leave requests.
2. The ICB agrees to provide all such assistance and co-operation that NHS England may reasonably request from time to time to resolve grievances raised by NHS England Staff and to deal with any disciplinary allegations made against NHS England Staff arising out of or in connection with the provision of the Services which shall include, without limitation, supplying NHS England with all information and the provision of access to all documentation and NHS England Staff as NHS England requires for the purposes of considering and dealing with such issues and participating promptly in any action which may be necessary.

Conduct of Claims

1. If the ICB becomes aware of any matter that may give rise to a claim by or against a member of NHS England Staff, notice of that fact shall be given as soon as possible to NHS England. NHS England and the ICB shall co-operate in relation to the investigation and resolution of any such claims or potential claims.
2. No admission of liability shall be made by or on behalf of the ICB and any such claim shall not be compromised, disposed of or settled without the consent of NHS England.

Confidential Information and Property

1. For the avoidance of doubt, this paragraph 17 (Confidential Information and Property) is without prejudice to any other provision of this Agreement in relation to confidential information.
2. It is acknowledged that to enable the NHS England Staff to provide the Services, the Parties may share Confidential Information.

3. The Parties agree to adopt all such procedures as the other party may reasonably require and to keep confidential all Confidential Information.

Intellectual Property

1. All IPR made, written, designed, discovered or originated by Staff (People Resources) deployed by NHS England, shall be the property of NHS England to the fullest extent permitted by Law and NHS England shall be the absolute beneficial owner of the copyright in any such IPR.

SCHEDULE 9

Mandated Guidance

Primary Medical Care

- [Primary Medical Care Policy and Guidance Manual.](#)
- The 'Principles of Best Practice' and any other guidance relating to *the Premises Cost Directions 2013*.
- Guidance relating to the Minimum Practice Income Guarantee.
- Guidance relating to Primary Medical Care discretionary payments.
- Guidance for Commissioners: Interpreting and Translation Services in Primary Care.
- [Framework for Patient and Public Participation in Primary Care Commissioning.](#)
- [NHS England National Primary Care Occupational Health Service Specification.](#)
- Guidance relating to list cleansing in relation to Primary Medical Care providers.
- Guidance relating to mergers and closures of GP practices and/or Primary Medical Care providers.
- Guidance relating to Primary Medical Care and POD contract reviews.
- Guidance relating to the escalation of complaints from a named 'performer'.
 - Including: [Framework for Managing Performer Concerns.](#)

Pharmaceutical Services and Local Pharmaceutical Services

- [Pharmacy Manual.](#)

Primary Ophthalmic Services

- [Policy Book for Eye Health.](#)

Primary and Prescribed Dental Services

- [Policy Book for Primary Dental Services.](#)
- [Securing Excellence in Commissioning NHS Dental Services.](#)
- Securing Excellence in Commissioning NHS Dental Services: Key facts.
- Securing Excellence in Commissioning NHS Dental Services: FAQs.
- [Quick Guide: Best use of unscheduled dental care services.](#)
- [How to update NHS Choices for Dental Practices.](#)
- [Flowchart for managing patients with a dental problem/pain.](#)
- [Guidance on NHS 111 Directory of Services for dental providers.](#)
- [Definitions – Unscheduled Dental Care.](#)
- [Introductory Guide for Commissioning Dental Specialties.](#)
- [Guide for Commissioning Dental Specialties: Orthodontics.](#)
- [Guide for Commissioning Dental Specialties: Oral Surgery and Oral Medicine.](#)
- [Guide for Commissioning Dental Specialties: Special Care Dentistry.](#)
- [Guide for Commissioning Service Standards: Conscious Sedation in a Primary Care Setting.](#)
- [Commissioning Standard for Dental Specialties: Paediatric Dentistry.](#)
- [Commissioning Standard for Urgent Dental Care.](#)
- [Commissioning Standard for Restorative Dentistry.](#)
- [Commissioning Standard for Dental Care for People with Diabetes.](#)
- [Accreditation of Performers and Providers of Level 2 Complexity Care.](#)

Finance

- [Guidance on NHS System Capital Envelopes.](#)
- [Finance and Payments Guidance for Community Pharmacy, Dental and Primary Care Ophthalmology Services Delegated to ICBs from 2022.](#)
- [Managing Public Money \(HM Treasury\).](#)
- Guidance relating to Personal Service Medical Reviews.
 - Including: [Implementing Personal Medical Services Reviews.](#)

Workforce

- [Guidance on the Employment Commitment.](#)

Other 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.
- Any applicable guidance relating to the commissioning and management of clinical waste in primary care e.g.
 - Including: [Management and disposal of healthcare waste](#)

Public Meeting of NHS Lincolnshire Integrated Care Board

Date: Friday, 1st July 2022

Location: Bridge House, Sleaford

Agenda Number:	Six
Title of Report:	ICB Committees and Membership
Report Author:	Jules Ellis-Fenwick, ICB Board Secretary
Appendices:	N/A

1.	Key Points for Discussion:
<p>The ICB Board is asked to consider the proposed membership for its six Committees – details as set out below under the Executive Summary.</p>	
2.	Recommendations
<p>The NHS Lincolnshire ICB Board is requested to:</p> <ul style="list-style-type: none"> • Approve the proposed membership for the ICB Committees. 	
3.	Executive Summary
<p>The ICB is required to establish two statutory Committees – Audit and Remuneration.</p> <p>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.</p> <p>The Board has also established three other Committees to assist it with the discharge of its functions. These Committees are set out below:</p> <ul style="list-style-type: none"> • Service Delivery and Performance (ICB Joint Committee) • Quality (ICB Joint Committee) • Finance (ICB Joint Committee) <p>All six Committees will be Chaired by an ICB Non-Executive Member (NEMs) but will include additional NEM members from within the ICB (only applicable to statutory Committees). The Joint Committees will include additional ICB NEM members but also Non-Executive Director representatives from the three provider organisations (ULHT, LPFT and LCHS).</p> <p>The Board is asked to consider the proposed membership arrangements as set out below:</p>	

Committees and NEMs	GM	DK	JVT	JP	PM
Audit		X		X	X (Chair)
Remuneration	X	X	X	X	
Primary Care Commissioning	X		X		X
Service Delivery and Performance		X (Chair)			
Quality			X (Chair)		
Finance				X (Chair)	

Non-Executive Director representatives from the provider organisations for the Quality Committee are as follows:

Sharon Robson – LPFT
Chris Gibson – ULHT
Jim Connolly – LCHS

Non-Executive Director from the provider organisations for Service Delivery and Performance and the Finance Committees are not yet identified.

The Board will need to identify two ICB Non-Executive Members (in addition to the Chair identified above) to sit on the following Committees:

- Service Delivery and Performance
- Quality
- Finance

4. Management of Conflicts of Interest

The ICB Governance Handbook includes the Standards of Business Conduct and Conflicts of Interest Policy (Appendix A).

5. Risk and Assurance

Not applicable in relation to this paper.

6. Financial/Resource Implications

Not applicable to this paper.

7. Legal, Policy and Regulatory Requirements

As defined under the Executive Summary section.

8.	Health Inequalities implications
Tackling health inequalities is referred to in the ICB Governance Handbook as one of the four key aims of an ICS.	
9.	Equality and Diversity implications
The core purposes of the ICB are outlined in the CCG Governance Handbook.	
10.	Patient and Public Involvement (including Communications and Engagement)
Not applicable to this paper.	
11.	Report previously presented at:
Not applicable.	
12.	Sponsoring Director/Partner Member/Non-Executive Director
Jules Ellis-Fenwick, ICB Board Secretary - julieellis1@nhs.net	

Public Meeting of NHS Lincolnshire Integrated Care Board

Date: Friday, 1st July 2022

Location: Bridge House, Sleaford

Agenda Number:	Seven
Title of Report:	Standards of Business Conduct and Conflicts of Interest Policy
Report Author:	Jules Ellis-Fenwick, ICB Board Secretary
Appendices:	

1. Key Points for Discussion:
<p>The ICB Board is asked to approve the Standards of Business Conduct and Conflicts of Interest Policy as included in the CCG Governance Handbook and also agree the approach taken in relation to other key ICB policies.</p>
2. Recommendations
<p>The NHS Lincolnshire ICB Board is requested to:</p> <ul style="list-style-type: none"> • Approve the Standards of Business Conduct and Conflicts of Interest Policy.
3. Executive Summary
<p>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.</p> <p>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.</p> <p>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.</p>

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.

The policy has been developed in accordance with guidance issued by NHS England, which the Board is asked to approve.

ICB policies

As part of the transition process to an ICB, the CCG has been carrying out a review of key policies to ensure these are updated and reflective of any recent changes in legislation.

The ICB Board is required to approve any policies which are referred to directly in its Constitution; hence presentation of the Standards of Business Conduct and Conflicts of Interest Policy.

All other key policies, such as those related to Governance, Clinical, Safeguarding, Information Governance, Quality and Human Resources have been/or are in the process of being reviewed. Those that have already been approved will be made available on the ICB website when it is launched on the 1st July 2022.

Those policies which are still being reviewed will go through the relevant internal approval process and will then be uploaded to the ICB website.

The ICB Board is asked to agree to the approach taken in relation to other key ICB policies.

4. Management of Conflicts of Interest

As set out in the policy.

5. Risk and Assurance

Not applicable in relation to this paper.

6. Financial/Resource Implications

Not applicable to this paper.

7. Legal, Policy and Regulatory Requirements

As defined under the Executive Summary section.

8. Health Inequalities implications

Tackling health inequalities is referred to in the ICB Governance Handbook as one of the four key aims of an ICS.

9. Equality and Diversity implications

The core purposes of the ICB are outlined in the CCG Governance Handbook.

10. Patient and Public Involvement (including Communications and Engagement)

Not applicable to this paper.

11. Report previously presented at:

Not applicable.

12. Sponsoring Director/Partner Member/Non-Executive Director

John Turner, NHS Lincolnshire ICB, Chief Executive

Public Meeting of NHS Lincolnshire Integrated Care Board

Date: Friday, 1st July 2022

Location: Bridge House, Sleaford

Agenda Number:	Nine
Title of Report:	Integrated Care Partnership Establishment
Report Author:	Peter Burnett – Director of Strategic Planning, Integration and Partnerships
Appendices:	

1. Key Points for Discussion:

The purpose of this report is to provide details of the approach Lincolnshire will take regarding the requirement for NHS Lincolnshire Integrated Care Board (ICB) to jointly establish an Integrated Care Partnership (ICP) with the Lincolnshire County Council as part of the new landscape within the Integrated Care System (ICS) to be known locally as “Better Lives Lincolnshire.”

The Health and Care Bill received Royal Assent on the 28 April 2022, this requires each area in England to establish an Integrated Care System (ICS). An ICS is a partnership 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.

The aims of an ICS are to:

- 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

The ICB has a duty under the new Act to jointly establish the ICP as a statutory joint committee with all Upper Tier Local Authorities within the footprint of the ICS.

2. Recommendations

It is recommended that the NHS Lincolnshire ICB Board approve:

- 1) The formal establishment by the ICB of the Lincolnshire Integrated Care Partnership as a joint committee with Lincolnshire County Council as inserted by section 26 of the Health and Care Act 2022.
- 2) The appointment of Sir Andrew Cash, interim ICB Chair, and John Turner, ICB Chief Executive as the ICB representative on the joint committee

3. Executive Summary

The Health and Care Act 2022 requires each ICS to establish two statutory bodies exercising statutory functions:

- An Integrated Care Board (ICB) bringing the NHS together locally to improve population health and care. In addition, the functions currently performed by Clinical Commissioning Groups will be conferred onto ICBs.
- An Integrated Care Partnership (ICP): a joint committee of the County Council and ICB with specific statutory responsibility for preparing an Integrated Care Strategy for the ICS footprint.

The ICB will be established on the 1st July 2022 by NHS England by way of statutory order. ICB's are required to have a local authority Partner Member on its Board. In response to this the Leader of Lincolnshire Council has formally nominated Cllr Bowkett to be the local authority partner member representative on the NHS Lincolnshire ICB board.

With regard to the ICP the ICB has a duty under the new Act to jointly establish the ICP with the Lincolnshire County Council as a statutory joint committee as part of the ICS arrangements. This includes providing a representative(s) of the ICB and the County Council as part of the arrangement in establishing the joint committee. However, this is the extent of the Council's and the ICB involvement. Once established any further membership is a matter for the joint committee itself and the joint committee can determine its own procedures including quorum.

The ICP has one statutory function and that is to prepare an Integrated Care Strategy, setting out how the assessed needs in relation to its area are to be met by the exercise of functions of (a) the ICB, (b) NHS England, or (c) the County Council.

The Integrated Care Strategy prepared by the ICP is to have regard to the Joint Strategic Needs Assessment (JSNA) which will remain the responsibility of the Health and Wellbeing Board (HWB) and in turn the Joint Local Health and Wellbeing Strategy (JHWS) also the responsibility of the HWB.

The upper tier local authorities, ICBs and NHS England must have regard to the integrated care strategy and the joint local health and wellbeing strategy in exercising their functions, including the preparation of the joint-forward plan.

In most areas the ICS has more than one upper tier local authority each required to maintain their duty to have a HWB and fulfil the duties set out as a committee of the council. In those areas the Integrated Care Strategy will bring together the collective priorities and ambitions for each HWB within the local system boundary.

The Lincolnshire ICS will have a boundary which is coterminous to that of only one upper tier authority, in our local system there will be one Integrated Care Strategy and one JHWS which highlights the simplicity of our system in comparison to others. A planning and development workshop was held on the 26th of April 2022 to engage members of the HWB, Better Lives Lincolnshire Leadership Team (BLLLT) and representatives of the ICB in discussions about how Lincolnshire would operate within this new landscape.

At this workshop all representatives supported the following arrangements

- The ICP should align meeting timings, locations, and frequency to the HWB.
- Membership of the ICP should be reviewed annually with as much alignment as possible with the membership of the HWB.

- Appoint an Executive Councillor of Lincolnshire County Council as Chair of the ICP to reflect the approach of the HWB.

The key outcome of the multi-agency workshop was that in Lincolnshire due to our almost unique position, there is an opportunity like none before it, for us to locally plan and deliver services in a seamless way for residents and patients. It is therefore agreed that to avoid duplication where possible it is our intention to align strategies and plans where we have opportunity to do so. Further national guidance is expected in July 2022 on the flexibility local areas will have regarding these arrangements.

It is also proposed that the membership of the Health and Wellbeing Board is mirrored across to the ICP. The terms of reference for the ICP will also mirror where possible those of the HWB with the exception of those which are either specific to the HWB as a committee of the council, or specific to the ICP to ensure both can fulfil their statutory duties and functions.

4. Management of Conflicts of Interest

Not applicable in relation to this paper

5. Risk and Assurance

Not applicable in relation to this paper

5. Financial/Resource Implications

The ICP will be required to develop an Integrated Care Strategy which could have financial and resource implications.

6. Legal, Policy and Regulatory Requirements

The Health and Care Bill received Royal Assent on the 28 April 2022, this requires each ICB to formal establish an Integrated Care Partnership as a joint committee with all upper tier Council's within the footprint of the ICB as inserted by section 26 of the Health and Care Act 2022.

7. Health Inequalities implications

The ICP will be required to develop an Integrated Care Strategy to address the 4 core aims of Integrated Care Systems, one which is to

- Tackle inequalities in outcomes, experience, and access

8. Equality and Diversity implications

One of the key aims of the ICB is to ensure that people are treated as equals, that people get the dignity and respect they deserve and that their differences are celebrated.

9. Patient and Public Involvement (including Communications and Engagement)

There has been no Patient in Public Involvement at this stage but the on-going intention to work with patients and the public in the development and delivery of the Integrated Care Strategy.

11. Report previously presented at:

Not applicable

12. Sponsoring Director/Partner Member/Non-Executive Director

John Turner, NHS Lincolnshire ICB, Chief Executive

NHS LINCOLNSHIRE INTEGRATED CARE BOARD

BOARD AND COMMITTEE DATES 2022/23

REPORTING YEAR 2022/23	ICB PUBLIC AND PRIVATE MEETINGS	AUDIT AND RISK COMMITTEE (ICB)	PRIMARY CARE COMMISSIONING AND DELEGATED FUNCTIONS COMMITTEE (ICB)	REMUNERATION COMMITTEE (ICB)	ICB FINANCE COMMITTEE (JOINT)	ICB QUALITY COMMITTEE (JOINT)	ICB SERVICE DELIVERY AND PERFORMANCE COMMITTEE (JOINT)
July 2022	Friday, 1 st July 2022 at 9.30 am to 12.30 pm (public) and Tuesday, 26 th July 2022 at 9.00 am to 3.00 pm (public and private)		Wednesday, 20 th 2022 at 9.30 am (private and development Session)	Friday, 1 st July 2022 at 11.00 am	Tuesday, 19 th July 2022 - am		12 th July 2022 at 9.00 am
August 2022	Tuesday, 23 rd August at 1.00 pm to 3.00 pm (development session)		Wednesday, 17 th 2022 at 9.30 am (private and public)			Tuesday, 16 th August 2022 at 2.00 pm	2 nd August 2022 at 1.00pm
September 2022	Tuesday, 27 th at 9.00 am to 1.30 pm (public and private)		Wednesday, 21 st 2022 at 9.30 am (private and development session)		Tuesday, 20 th September 2022 - am		6 th September 2022 at 9.00 am

REPORTING YEAR 2022/23	ICB PUBLIC AND PRIVATE MEETINGS	AUDIT AND RISK COMMITTEE (ICB)	PRIMARY CARE COMMISSIONING AND DELEGATE FUNCTIONS COMMITTEE (ICB)	REMUNERATION COMMITTEE (ICB)	FINANCE COMMITTEE (JOINT)	QUALITY COMMITTEE (JOINT)	SERVICE DELIVERY AND PERFORMANCE COMMITTEE (JOINT)
October 2022	No ICB Board meeting		Wednesday, 19 th 2022 at 9.30 am (private and public)			Tuesday, October 2022 11th at 2.00 pm	4 October 2022 at 9.00 am
November 2022	Tuesday, 1 st November 2022 at 9.00 to 12.30 pm (development session) Tuesday, 22 nd November 2022 at 9.30 am to 3.00 pm (public and private)		Wednesday, 16 th 2022 at 9.30 am (private and development session)		Tuesday, 22 nd November 2022 - am		1 st November 2022 at 1.00 pm
December 2022	Tuesday, 20 th at 9.30 am to 3.00 pm (public, private and development session)		Wednesday, 21 st 2022 at 9.30 am (private and public)			Tuesday, 13 th December at 2.00 pm	6 December 2022 at 9.00 am
January 2023	To be confirmed		Wednesday, 18 th 2023 at 9.30 am (private and development session)		Tuesday, 24 th January 2023 - am		10th January 2023 at 9.00 am
February 2023	To be confirmed		Wednesday, 15 th 2023 at 9.30 am (private and public)				7th February 2023 at 9.00 am

REPORTING YEAR 2022/23	ICB PUBLIC AND PRIVATE MEETINGS	AUDIT AND RISK COMMITTEE (ICB)	PRIMARY CARE COMMISSIONING AND DELEGATED FUNCTIONS COMMITTEE (ICB)	REMUNERATION COMMITTEE (ICB)	FINANCE COMMITTEE (JOINT)	QUALITY COMMITTEE (JOINT)	SERVICE DELIVERY AND PERFORMANCE COMMITTEE (JOINT)
March 2023	To be confirmed		Wednesday, 15 th 2023 at 9.30 am (private and development session)		Tuesday, 21 st March 2023 - am		7 March 2023 at 9.00 am