

NHS North Central London ICB
Board of Members Meeting
11 February 2025
2pm - 2.40pm
Clerkenwell Room
Laycock Professional Development Centre
Laycock Street
London N1 1TH

AGENDA – Part 1

Item	Title	Lead	Action	Page	Time
1.	INTRODUCTION				
1.1	Welcome and Apologies	Paul Najsarek	Note	Oral	2pm
1.2	Declarations of Interest (not otherwise stated)	Paul Najsarek	Note	2	
2.	STRATEGY AND BUSINESS				
2.1	Specialised Services Delegation Agreement	Sarah Mansuralli	Approve	9	2.05pm
3.	ANY OTHER BUSINESS				2.35pm
4.	DATE OF NEXT MEETING				
4.1	25 March 2025				

**North Central London ICB
Board of Members Meeting
11 February 2025**

Report Title	Declaration of Interests Register – NCL ICB Board of Members	Date of report	4 February 2025	Agenda Item	1.2
Integrated Care Board Sponsor	Paul Najsarek Chair, NCL ICB	Email / Tel		Paul.najsarek1@nhs.net	
Lead Director / Manager	Frances O’Callaghan Chief Executive, NCL ICB	Email / Tel		frances.o'callaghan@nhs.net	
Report Author	Andrew Tillbrook Board Secretary	Email / Tel		andrew.tillbrook@nhs.net	
Name of Authorising Finance Lead	Not applicable.	Summary of Financial Implications		Not applicable.	
Report Summary	<p>Members and attendees of the NCL ICB Board of Members meeting are asked to review the agenda and consider whether any of the topics might present a conflict of interest, whether those interests are already included within the Register of Interest, or need to be considered for the first time due to the specific subject matter of the agenda item.</p> <p>A conflict of interest would arise if decisions or recommendations made by the Committee could be perceived to advantage the individual holding the interest, their family, or their workplace or business interests. Such advantage might be financial or in another form, such as the ability to exert undue influence.</p> <p>Any such interests should be declared either before or during the meeting so that they can be managed appropriately. Effective handling of conflicts of interest is crucial to give confidence to patients, tax payers, healthcare providers and Parliament that ICB commissioning decisions are robust, fair and transparent and offer value for money.</p> <p>If attendees are unsure of whether or not individual interests represent a conflict, they should be declared anyway.</p> <p>Members are reminded to ensure their declaration of interest form and the register recording their details are kept up to date.</p> <p>Members and attendees are also asked to note the requirement for any relevant gifts or hospitality they have received to be recorded on the ICB Gifts and Hospitality Register.</p>				

Recommendation	The Board of Members is asked to: <ul style="list-style-type: none"> • NOTE the requirement to declare any interests relating to the agenda; • NOTE the Declaration of Interests Register and to inspect their entry and advise the Board Secretary of any changes; • NOTE the requirement to record any relevant gifts and hospitality on the ICB Gifts and Hospitality Register.
Identified Risks and Risk Management Actions	The risk of failing to declare an interest may affect the validity of a decision / discussion made at this meeting and could potentially result in reputational and financial costs against the ICB.
Conflicts of Interest	The purpose of the Register is to list interests, perceived and actual, of members that may relate to the meeting.
Resource Implications	Not applicable.
Engagement	Not applicable.
Equality Impact Analysis	Not applicable.
Report History and Key Decisions	The Declaration of Interests Register is a standing item presented to every meeting of the Board of Members.
Next Steps	The Declaration of Interests Register is presented to every meeting of the Board of Members and regularly monitored.
Appendices	The Declaration of Interests Register.

NCL ICB Board of Members Declaration of Interest Register - February 2025

Name	Current Position (s) held- i.e. ICB Board, Trust, Member practice, Employee or other	Declared Interest - (Name of the organisation and nature of business)	Type of Interest			Is the interest direct or indirect?	Nature of Interest	Date of Interest				Actions to be taken to mitigate risk (to be agreed with line a manager of a senior CCG manager)
			Financial Interests	Non-Financial Professional Interests	Non-Financial Personal Interests			From	To	Date declared	Updated	
Members												
Mr Paul Najsarek	Chair of North Central London Integrated Care System	South East London ICB	yes	yes	no	direct	Non Executive Member	01/07/2022	current	02/02/2025		
Mr Paul Najsarek	Chair of ICB Board	The Health Foundation Company number 01714937 and charity no 286967 (company limited by guarantee)	no	yes	no	direct	Trustee / Director	01/03/2023	current	02/02/2025		
Mr Paul Najsarek	Member of ICB Finance Committee	Waythrough (formerly known as Humankind) Charity Company number 01820492	yes	no	no	direct	Trustee / Director	01/06/2024	current	02/02/2025		Services commissioned by the NHS. I am not involved in procurement in the ICB nor involved in my capacity as a Trustee
Mr Paul Najsarek	Chair of ICB Strategy and Development Committee	Paul Policy Practice Ltd Company number 13817053	yes	yes	yes	direct	Director	24/12/2021	current	02/02/2025		
Mr Paul Najsarek	Chair of ICS Community Partnership Forum	DA Languages Ltd which works with the NHS Company number 06207784	yes	yes	no	direct	Advisor		current	02/02/2025		Services commissioned by the NHS. I am not involved in procurement in the ICB nor involved in my capacity as a Advisor
Mr Paul Najsarek	Chair of Integrated Care Partnership	Care Quality Commission	yes	yes	no	direct	Advisor on LA assessment	01/05/2022	current	02/02/2025		
Mr Paul Najsarek	Attend other committees as and when required	Warrington Council	yes	yes	no	direct	Lead Inspector on a Best Value Inspection	01/05/2024	31/01/2025	02/02/2025		
Mr Paul Najsarek		Haringey Council	no	no	no	direct	wife is an employee		current	02/02/2025		
Mr Paul Najsarek		Christ the King Primary School in Islington	no	yes	no	direct	School Governor and Vice Chair	01/09/2021	31/08/2025	02/02/2025		
Ms Frances O'Callaghan	Chief Executive of North London Integrated Care System	Labour Party	no	no	yes	direct	Member of Labour Party	25/05/2023	current	26/05/2023	15/08/2024	This declaration and any potential conflicts of interest were fully assessed by the Governance and Risk Team. Appropriate mitigating actions have been put into place and will be adhered to.'
Ms Frances O'Callaghan	Member of ICB Board of Members	UCL Partners	yes	yes	no	direct	Director	31/03/2023	current	15/08/2024		
Ms Frances O'Callaghan	Member of ICB Finance Committee											
Ms Frances O'Callaghan	Member of ICB Strategy and Development Committee											
Ms Frances O'Callaghan	Member of ICB Executive Management Team											
Ms Frances O'Callaghan	Member of ICB Community Partnership Forum											
Ms Frances O'Callaghan	Attend other ICB Committees as necessary											
Mr Phill Wells	Chief Finance Officer							01/12/2023	31/07/2024	06/12/2023	27/01/2025	
Mr Phill Wells	Member of ICB Finance Committee									10/07/2023	27/01/2025	
Mr Phill Wells	Member of Strategy and Development Committee									10/07/2023	27/01/2025	
Mr Phill Wells	Member of ICB Executive Management Team									10/07/2023	27/01/2025	
Mr Phill Wells	Member of ICB Community Partnership Forum	The Air Ambulance Service	no	yes	no	direct	Trustee and Chair of Audit and Risk Committee	27/02/2022	current	23/06/2022	27/01/2025	Where decisions to be taken by the ICB contain a potential or perceived conflict, I will recuse myself from the decision making process and a suitable deputy will act in my place
Mr Phill Wells	Attend Audit Committee	Labour Party	no	no	yes	direct	Member of the Labour Party		current	22/12/2023	27/01/2025	This declaration and any potential conflicts of interest were fully assessed by the Governance and Risk Team. Appropriate mitigating actions have been put into place and will be adhered to.
Mr Phill Wells	Attend other ICB Committees as necessary	Advantage Mentoring CIC	no	no	no	direct	Advisory Board member – Advantage Mentoring work with the NHS and the professional football Club Community Organisations to provide mentoring programmes for children and young people	16/12/2024	current	06/12/2024	27/01/2025	Where decisions to be taken by the ICB contain a potential or perceived conflict, I will recuse myself from the decision making process and a suitable deputy will act in my place
Mr Phill Wells	Member of ICS System Management Board									06/12/2023	27/01/2025	
Mr Phill Wells	Chair of Procurement Oversight Group									10/07/2023	27/01/2025	
Dr Jo Sauvage	Chief Medical Officer		yes	yes	no	direct		01/07/2022	current	10/07/2022	01/02/2025	
Dr Jo Sauvage	Member of ICB Board		no	yes	no	direct			current	10/07/2022	01/02/2025	
Dr Jo Sauvage	Executive of CMO and Place Directorate	London Clinical Executive Group	no	yes	no	direct	NCL Clinical Representative		current	10/07/2022	01/02/2025	
Dr Jo Sauvage	Member of ICS Community Partnership Forum	London Primary Care School Board	no	yes	no	direct	ICS Representative		current	10/07/2022	01/02/2025	
Dr Jo Sauvage	Member of Primary Care Committee	London Primary Care Board	no	yes	no	direct	ICS Representative		current	10/07/2022	01/02/2025	
Dr Jo Sauvage	Member of Quality and Safety Committee	London Urgent and Emergency Care Board	no	yes	no	direct	NCL Representative		current	10/07/2022	01/02/2025	
Dr Jo Sauvage	Member of the Strategy and Development Committee	Greener NHS England, London	no	yes	no	direct	Clinical Director		current	10/07/2022	01/02/2025	
Dr Jo Sauvage	Member of ICB Executive Management Team	NCL ICB Sustainability Clinical Network	no	yes	no	direct	Clinical Lead		current	10/07/2022	01/02/2025	
Dr Jo Sauvage	Member of Expert Advisory Group for EBI	Hosted by Academy of Royal Colleges	no	yes	no	direct	Member		current	10/07/2022	01/02/2025	
Dr Jo Sauvage	Member of Population Health Improvement Committee		no	yes	no	direct	Member		current	06/07/2023	01/02/2025	
Dr Jo Sauvage	attend sub committees of the Board as and when required		no	yes	no	direct	Clinical Director		current	06/07/2023	01/02/2025	

NCL ICB Board of Members Declaration of Interest Register - February 2025

Dr Jo Sauvage	Clinical Director Greener NHS, NHS England London	NHS England London	yes	yes	no	direct	Clinical Director, interest pertains to clinical leadership at London regional level	05/11/2018	current	10/07/2022	01/02/2025	
Dr Jo Sauvage	Employed as GP	Islington GP Federation	no	yes	no	direct	Employee of Islington GP Federation	01/04/2024	current	01/02/2024	01/02/2025	excluded from discussions involving City Road Medical Centre
Dr Jo Sauvage	Employed at City Road Medical Centre	South Islington PCN	no	yes	no	direct	GP Practice is a member	01/07/2019	current	01/02/2024	01/02/2025	
Mrs Kay Boycott	Non Executive Member, Member of the ICB Board,		yes	yes	No	Direct		01/07/2022	current	11/07/2022	28/01/2025	
Mrs Kay Boycott	Chair of ICB Audit Committee	Eakin Healthcare Group	yes	yes	No	Direct	Director	01/09/2021	current	11/07/2022	28/01/2025	
Mrs Kay Boycott	Member of ICB Finance Committee	London Fire Brigade	yes	yes	No	Direct	Independent Audit Committee Member	30/10/2020	current	11/07/2022	28/01/2025	
Mrs Kay Boycott	Member of ICB Quality and Safety Committee	English Heritage Trust and English Heritage Trading Ltd	yes	yes	No	Direct	Director	01/01/2022	current	11/07/2022	28/01/2025	
Mrs Kay Boycott	Member of ICB Strategy and Development Committee	Isle of Wight Youth Trust	no	yes	no	Direct	Chair	12/07/2023	current	12/07/2023	28/01/2025	They are commissioned by the Hampshire and Isle of Wight ICB to provide counselling services, not involved in any NCLICB work
Mrs Kay Boycott	Member of ICB Remuneration Committee	UK Research and Innovation	yes	yes	no	Direct	Senior Independent Member	31/03/2024	current	27/03/2024	28/01/2025	
Mrs Kay Boycott		Diigitalhealth.London	no	yes	no	Direct	Assessor, Mentor		current	17/06/2024	28/01/2025	
Mrs Kay Boycott		NHS Innovation Accelerator	no	yes	no	Direct	Mentor		current	17/06/2024	28/01/2025	
Mrs Kay Boycott		NHS Clinical Entrepreneur Programme	no	yes	no	Direct	Assessor, Mentor		current	27/01/2025	28/01/2025	These are infrequent and under NDA - In previous NHS roles I have agreed I would declare if relevant to a specific agenda item
Mrs Kay Boycott		Ashlar Advisory Ltd	yes	no	no	Direct	Director	24/01/2025	current	24/01/2025	28/01/2025	
Ms Liz Sayce OBE	Non Executive Member, Deputy Chair and member of the ICB Board							01/07/2022	current	26/08/2022	28/01/2025	
Ms Liz Sayce OBE	Chair of ICB Remuneration Committee										28/01/2025	
Ms Liz Sayce OBE	Chair of ICB Quality and Safety Committee	Action on Disability and Development International	no	yes		direct	Co Chair	26/01/2021	current	26/08/2022	28/01/2025	
Ms Liz Sayce OBE	Member of ICB Primary Care Committee	London School of Economics	yes	yes		direct	Visiting Professor in Practice		current	26/08/2022	28/01/2025	
Ms Liz Sayce OBE	Chair NCL People Board	Royal Society of Arts	no	no	yes	direct	Fellow		current	26/08/2022	28/01/2025	
Ms Liz Sayce OBE		Government commissioned independent review of Carer's Allowance overpayments	yes	no	no	direct	Lead	01/11/2024	30/06/2025	16/10/2024	28/01/2025	
Ms Liz Sayce OBE		Furzedown Project, Wandsworth, Charity no 1076087	no			direct	Chair of Trustees	24/11/2022	current	24/11/2022	28/01/2025	
Ms Liz Sayce OBE		Consultancy roles	no	no	no	indirect	My partner offers consultancy across the UK to mental health services, sometimes working with NHS Trusts, local authorities or voluntary sector organisations		current	26/08/2022	28/01/2025	
Professor Ibrahim Ibrahim Abubakar	Non Executive Member, Member of the ICB Board									23/11/2023	27/01/2025	
Professor Ibrahim Ibrahim Abubakar	Chair of ICB Population Health and Inequalities Committee									23/11/2023	27/01/2025	
Professor Ibrahim Ibrahim Abubakar		University College London	yes	yes	no	direct	Pro-Provost (Health)	2023	current	23/11/2023	27/01/2025	
Professor Ibrahim Ibrahim Abubakar		Faculty of Population Health Sciences, UCL Professor of Infectious Disease Epidemiology.	yes	yes	no	direct	Dean	2016	current	23/11/2023	27/01/2025	
Professor Ibrahim Ibrahim Abubakar		UCL Partners	no	yes	no	direct	director	Dec-23	current	02/07/2024	27/01/2025	
Professor Ibrahim Ibrahim Abubakar		UCL Health Committee	no	yes	no	direct	Committee member	2023	current	02/07/2024	27/01/2025	
Professor Ibrahim Ibrahim Abubakar		Great Ormond Street Hospital Biomedical Research Centre Strategy Board	no	yes	no	direct	Co Chair	2023	current	02/07/2024	27/01/2025	
Professor Ibrahim Ibrahim Abubakar		UK Health Security Agency, Medical Directorate	no	yes	no	direct	Hon Consultant	2016	current	02/07/2024	27/01/2025	
Professor Ibrahim Ibrahim Abubakar		Royal Free Hospital, Respiratory Medicine	no	yes	no	direct	Hon Consultant	2012	current	02/07/2024	27/01/2025	
Professor Ibrahim Ibrahim Abubakar		Fotide Ltd, Company number 13479358	yes	yes	yes	direct	Director	Jun-21	current	23/11/2023	27/01/2025	Fotide does no business with the NHS and is a global health entity but registered in the UK
Professor Ibrahim Ibrahim Abubakar		Global Preparedness Monitoring Board.	no	yes	no	direct	Member	2022	current	23/11/2023	27/01/2025	
Professor Ibrahim Ibrahim Abubakar		Research Projects- various, including National Institute for Health and Care Research	yes	yes	no	direct	Led, co-led a range of research projects and their funding	2019	current	23/11/2023	27/01/2025	
Professor Ibrahim Ibrahim Abubakar		Employment by Mount Vernon Cancer Centre	no	no	no	indirect	Partner	2018	current	23/11/2023	27/01/2025	
Professor Ibrahim Ibrahim Abubakar		NTM Network UK (new charity for Non Tuberculous Mycobacteria)	no	yes	no	direct	Trustee	Dec-23	2025	23/11/2023	27/01/2025	
Jenny Goodridge	Chief Nursing Officer		no	no	no	n/a				13/02/2018	07/09/2024	
Jenny Goodridge	Member of ICB Board											
Jenny Goodridge	Member of Executive Management Team											
Jenny Goodridge	Member of Quality and Safety Committee											
Jenny Goodridge	Member of Strategy and Development Committee											
Jenny Goodridge	Member of Primary Care Committee											
Mr Mark Lam	Standing Participant of the ICB Board		no	yes	no	Direct	Member	01/03/2023	current	12/04/2023	27/01/2025	
Mr Mark Lam		Royal Free Hospitals	yes	yes	no	Direct	Chair	01/04/2021	current	12/04/2023	27/01/2025	
Mr Mark Lam		JT Global (Channel Islands) Ltd	yes	yes	no	Direct	Non Executive Director	01/04/2023	31/03/2025	12/04/2023	27/01/2025	
Mr Mark Lam		Games Workshop Group PLC	yes	yes	no	Direct	Chair (from 01/11/2024)	12/04/2023	current	12/04/2023	27/01/2025	
Mr Mark Lam		Lowland Investment Company PLC	yes	no	yes	Direct	Non Executive Director	17/12/2023	current	11/01/2024	27/01/2025	
Dr Usman Khan	Board Member ICB		no	yes	no	Direct	Member		current	07/09/2022	30/01/2025	
Dr Usman Khan	Chair of ICB Primary Care Committee	ModusEurope	yes	yes	yes	Direct	director	29/11/2012	current	07/09/2022	30/01/2025	
Dr Usman Khan	Chair of ICB Finance Committee	Motor Neurone Disease (Sales) Ltd	no	yes	yes	Direct	director	27/06/2022	current	07/09/2022	30/01/2025	

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Dr Usman Khan	Member of ICB Audit Committee	London Metropolitan University	yes	yes	yes	Direct	Vice Chair of Governors and Chair of Finance & Audit Committee	01/08/2022	current	07/09/2022	30/01/2025
Dr Usman Khan	Member of ICB Remuneration Committee	Motor Neurone Disease Association	no	yes	yes	Direct	Chair of Trustees / director	01/07/2021	current	07/09/2022	30/01/2025
Dr Usman Khan		KU Leuven University, Belgium	yes	yes	yes	Direct	Visiting Professor in Health Management and Policy		current	07/09/2022	30/01/2025
Dr Usman Khan		South East Coast Ambulance Service	yes	no	no	Direct	Chair	15/04/2024	31/05/2027	16/04/2024	30/01/2025
Dr Usman Khan		New York University (London)	yes	no	no	Direct	Global Lecturer		current	20/03/2024	30/01/2025
Dr Usman Khan		Bevan Commission	no	no	yes	Direct	member		current	20/03/2024	30/01/2025
Dr Usman Khan		European Health Forum Gastein	no	no	yes	Direct	Advisory Committee member		current	20/03/2024	30/01/2025
Baroness Julia Neuberger DBE	Partner Member of the Board ICB			yes	no	direct	Member	01/07/2022	current	07/07/2022	31/01/2025
Baroness Julia Neuberger DBE	Member of ICB Strategy and Development Committee		no	yes	no	direct	Member	01/07/2022	current	07/07/2022	31/01/2025
Baroness Julia Neuberger DBE	Chair of Partnership Development Committee in Common (between UCLH and Whittington)		no	yes	no	direct	Chair	01/05/2023	current	31/01/2025	
Baroness Julia Neuberger DBE		UCLH	yes	yes	no	direct	Chair	25/02/2019	current	07/07/2022	31/01/2025
Baroness Julia Neuberger DBE		Whittington Health Trust	yes	yes	no	direct	Chair	01/04/2020	current	07/07/2022	31/01/2025
Baroness Julia Neuberger DBE		Walter and Liesel Schwab Charitable Trust	no	yes	no	direct	Trustee	06/12/2001	current	07/07/2022	31/01/2025
Baroness Julia Neuberger DBE		Rayne Foundation	no	yes	no	direct	Trustee	09/09/2018	current	07/07/2022	31/01/2025
Baroness Julia Neuberger DBE		The Lyons Learning Trust	no	yes	no	direct	Trustee	13/04/2016	current	07/07/2022	31/01/2025
Baroness Julia Neuberger DBE		Leo Baeck Institute	no	yes	no	direct	Trustee	15/07/2020	current	07/07/2022	31/01/2025
Baroness Julia Neuberger DBE		Yad Hanadiv Charitable Foundation	no	yes	no	direct	Trustee	2021	current	07/07/2022	31/01/2025
Baroness Julia Neuberger DBE		House of Lords	yes	yes	no	direct	Independent Cross Bench Peer	2011	current	07/07/2022	31/01/2025
Baroness Julia Neuberger DBE		West London Synagogue	no	yes	no	direct	Rabbi Emirata	01/03/2020	current	07/07/2022	31/01/2025
Baroness Julia Neuberger DBE		Oversight Committee, City of London Centre	no	yes	no	direct	Chair	15/07/1905	current	31/01/2025	
Baroness Julia Neuberger DBE		Jewish Community's BRCA Testing Programme	no	no	no	direct	Public Voice Representative	01/11/2022	current	16/07/2023	31/01/2025
Mr David Probert	Member of ICB Finance Committee		no	yes	no	Direct	Member		current	21/06/2023	27/01/2025
Mr David Probert (represents Julia Neuberger in her absence)		UCLH	yes	yes	yes	direct	Chief Executive	31/08/2021	current	21/06/2023	27/01/2025
Mr David Probert (represents Julia Neuberger in her absence)		UCL Global Business School for Health	no	yes	yes	direct	Honorary professor	22/12/2022	current	21/06/2023	27/01/2025
Mr David Probert (represents Julia Neuberger in her absence)		UCL Partners	no	yes	yes	direct	Board Member	31/10/2017	current	21/06/2023	21/05/2024
Mr David Probert (represents Julia Neuberger in her absence)		St Dunstan's College	no	yes	no	direct	School governor	09/12/2022	current	21/06/2023	27/01/2025
Mr David Probert (represents Julia Neuberger in her absence)		Audio Books for Dad (Bedside Books 1195094)	no	yes	no	direct	Trustee	07/08/2021	current	21/06/2023	27/01/2025
Mr David Probert (represents Julia Neuberger in her absence)		Homerton NHSFT	no	yes	no	indirect	spouse is Chief Nurse and Director of Clinical Governance	01/12/2021	current	21/06/2023	27/01/2025
Ms Harjinder Kandola MBE	Partner Member of the Board ICB							01/07/2022	current	21/07/2022	11/06/2024
Ms Harjinder Kandola MBE		North London NHS Foundation Trust (formerly Barnet Enfield Haringey Mental Health Trust and Camden and Islington Foundation Trust)	yes	yes	yes	direct	Chief Executive	16/07/2018	current	21/07/2022	11/06/2024
Ms Harjinder Kandola MBE		UCL PARTNERS LIMITED Company number 06878225	no	yes	no	direct	Director	27/01/2023	current	11/06/2024	
Mr Ian Porter	Executive Director of Corporate Affairs	no interests declared	No	No	No	No		01/11/2016	current	01/07/2022	31/01/2025
Mr Ian Porter	Board Attendee ICB										
Mr Ian Porter	Audit Committee, attendee										
Mr Ian Porter	Procurement Oversight Group, voting member										
Mr Ian Porter	Remuneration Committee, attendee										
Mr Ian Porter	Member of ICB Executive Management Team										
Mr Ian Porter	System Management Board, attendee										
Mr Ian Porter	Member of NCL Community Partnership Forum										
Mr Ian Porter	Culture & Oversight Group, co-chair										
Mr Ian Porter	Member of Financial Recovery & Investment Board										
Mr Ian Porter	Wellbeing Group, chair										
Mr Ian Porter	Other working groups as required										
Dr Jonathan Levy	Partner Member of the ICB Board		yes	yes	no	Direct		01/07/2022	current	04/07/2022	28/01/2025

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Dr Jonathan Levy	Member of ICB Quality and Safety Committee Chair of ICB Integrated Medicines Optimisation Committee	James Wigg, Queens Crescent GP Practices	Yes	Yes	No	Direct	GP Partner	01/11/2015	current	10/09/2019	28/01/2025	
Dr Jonathan Levy		JS Medical GP Practice	Yes	Yes	No	Direct	GP Partner	01/10/2024	current	21/09/2024	28/01/2025	
Dr Jonathan Levy		Enterprise Medic Limited	Yes	Yes	No	Direct	Consultancy services to James Wigg and Queens Crescent Practice. Sole Director and sole shareholder	01/09/2015	current	10/09/2019	28/01/2025	
Dr Jonathan Levy		Kentish Town South Primary Care Network	Yes	Yes	No	Direct	Practice is a member of PCN	06/07/2020	current	06/07/2020	28/01/2025	
Dr Jonathan Levy		Kentish Town South PCN Ltd (Company number 12723647)	Yes	Yes	No	Direct	Practices are members of the PCN and I am the Clinical Director	06/07/2020	current	06/07/2020	28/01/2025	
Dr Jonathan Levy		Enterprise Textiles (Properties) Ltd (00995733)	Yes	Yes	No	Direct	Director and Shareholder	10/01/2024	current	01/03/2024	28/01/2025	This company does not contract with NCLICB / any part of the NHS
Dr Jonathan Levy		Camden Health Partners (06584530)	Yes	Yes	No	Direct	Shareholder in GP Federation	01/09/2015	current	10/09/2019	28/01/2025	
Dr Jonathan Levy		James Wigg Practice Ltd	Yes	Yes	No	Direct	Director and Shareholder	01/09/2015	current	13/06/2024	28/01/2025	THE company has never traded and has been dormant since its creation
Dr Jonathan Levy		N15 PCN	Yes	Yes	No	Direct	JS Medical Practice is a member of PCN	01/10/2024	current	21/09/2024	28/01/2025	
Dr Simon Caplan	Partner Member of the ICB Board		yes	yes	no	Direct		01/07/2022	current	04/07/2022	27/01/2025	
Dr Simon Caplan	Member of ICB Audit Committee	Fernlea Surgery	yes	yes	yes	Direct	Partner	1990	current	26/01/2021	27/01/2025	
Dr Simon Caplan	Member of ICB Strategy and Development Committee	NCL GP Providers Alliance	no	yes	yes	Direct	Board Member (Haringey rep)	01/05/2022	current	04/07/2022	27/01/2025	
Dr Simon Caplan	Chair of Medicines Clinical Reference Group	Jewish Care (National charity)	no	yes	yes	Direct	Member of Clinical Governance Committee	2010	current	26/01/2021	27/01/2025	
Dr Simon Caplan		Federated4Health	no	yes	yes	Direct	Practice is a member	2016	current	26/01/2021	27/01/2025	
Dr Simon Caplan		Welbourne PCN	no	yes	yes	Direct	Practice is a member	01/06/2020	current	26/01/2021	27/01/2025	
Dr Simon Caplan		NHSE & I (London region) Medical Directorate	yes	yes	yes	Direct	Senior Clinical Advisor NHSE & I	01/04/2020	current	26/01/2021	27/01/2025	
Dr Alpesh Patel	Board Member Attendee and Chair of GPPA	White Lodge Medical Practice	Yes	Yes	No	direct	GP Partner	1998	current	27/01/2016	04/10/2024	
Dr Alpesh Patel	Member of ICB People Board	General Practice Providers Alliance (GPPA)	Yes	Yes	No	direct	Chair	2022	current	11/07/2023	04/10/2024	
Dr Alpesh Patel		Gemini Health (10958572)	Yes	Yes	No	direct	Director	Aug-17	current	27/01/2016	04/10/2024	
Dr Alpesh Patel		Enfield Healthcare Cooperative Ltd (10892687)	Yes	Yes	No	direct	Co Chair and Executive Director	Sep-17	current	27/01/2016	04/10/2024	
Dr Alpesh Patel		Enfield One Ltd (10474084)	Yes	Yes	No	direct	Director			27/01/2016	04/10/2024	
Dr Alpesh Patel		White Lodge Medical Services Ltd (06859832)	Yes	Yes	No	direct	Director	2009	current	27/01/2016	04/10/2024	
Dr Alpesh Patel		Enfield GP Federation Training Hub Ltd (1505731)	Yes	Yes	No	direct	Director	16/08/2023	current			
Dr Alpesh Patel		Enfield Health Partnership Limited, Provider of community gynaecology service	Yes	Yes	No	direct	Shareholder 5%	Mar-13	current	27/01/2016	04/10/2024	
Dr Alpesh Patel		Enfield Healthcare Alliance	Yes	Yes	No	direct	Shareholder less than 5% (as Dr A Patel) Shareholder less than 5% (as White Lodge Practice)	2015	current	27/01/2016	04/10/2024	
Dr Alpesh Patel		North London NHS Foundation Trust	No	Yes	No	indirect	spouse is a Pyschiatrist at Trust	27/01/2016	current	27/01/2016	04/10/2024	
Dr Alpesh Patel		NCL training Hub	Yes	Yes	Yes	direct	Clinical Lead	01/04/2022	current	12/12/2022	04/10/2024	
Dr Alpesh Patel		NHSE	Yes	Yes	Yes	direct	GP Appraiser	2016	current	12/12/2022	04/10/2024	
Dr Alpesh Patel		Enfield Borough Partnership Convenor	Yes	Yes	Yes	direct	Convenor	01/05/2023	current	11/07/2023	04/10/2024	
Dr Alpesh Patel		Enfield Health Partnership Limited (Federation)	Yes	Yes	Yes	direct	co-chair	mid 2020	current	12/12/2022	04/10/2024	
Dr Alpesh Patel		Enfield Care Network	Yes	Yes	Yes	direct	Practice is a member of PCN	01/07/2019	current	08/05/2020	04/10/2024	
Dr Alpesh Patel		P3 Partners Ltd (10145052)	Yes	Yes	Yes	direct	director	25/04/2016	current	09/05/2024		this entity does not currently contract directly with the NHS.
Dr Alpesh Patel		Northiam Associates Ltd (10099504)	Yes	Yes	Yes	direct	director	04/04/2016	current	09/05/2024		this entity does not currently contract directly with the NHS.
Dr Alpesh Patel		UCL Health Alliance (14534913)	Yes	Yes	Yes	direct	director	03/04/2023	15/10/2024	04/10/2024		company dissolved 15/10/2024
Dr Alpesh Patel		Taycrest LLP (OC359600)	Yes	Yes	Yes	direct	member	01/12/2011	current			this entity does not currently contract directly with the NHS.
Mr Richard Dale	Executive Director of Transition and Performance	No interests declared	No	No	No	No		03/07/2018	current	04/09/2019	05/08/2024	
Mr Richard Dale	Member of Executive Management Team											
Mr Richard Dale	ICB Board of Members, attendee											
Mr Richard Dale	Finance Committee, attendee											
Mr Richard Dale	Audit Committee, attendee											
Mr Richard Dale	Strategy and Development Committee, attendee											
Mr Richard Dale	Quality and Safety Committee, member											
Mr Richard Dale	ICS Digital Board member											
Mr Richard Dale	System Management Board, member											
Mr Richard Dale	ICS Community Partnership Forum, member											
Sarah Mansuralli	Chief of Strategy and Population Health	No interests declared	No	No	No	No		07/11/2018	current	07/11/2019	27/01/2025	
Sarah Mansuralli	Member of Executive Management Team											
Sarah Mansuralli	Attend ICB Board of Members											
Sarah Mansuralli	Exec Lead for Strategy and Development Committee											
Sarah Mansuralli	Attend Finance Committee											
Sarah Mansuralli	Exec Lead for ICS Population Health & Inequalities Committee											
Sarah Mansuralli	Deputy Chair Procurement Oversight Group											
Sarah Mansuralli	Attend other committees as required											
Sarah McDonnell-Davies	Executive Director of Place	No interests declared	no	no	no	no		20/06/2018	current	20/06/2018	10/06/2024	
Sarah McDonnell-Davies	Member of Executive Management Team											
Sarah McDonnell-Davies	Attend ICB Board of Members											
Sarah McDonnell-Davies	Attend Strategy and Development Committee											
Sarah McDonnell-Davies	Exec Lead for Primary Care Committee											
Sarah McDonnell-Davies	Exec Lead for Integrated Medicines Optimisation Committee											
Sarah McDonnell-Davies	Member of ICS Digital Board											
Sarah McDonnell-Davies	Member of System Management Board											
Sarah McDonnell-Davies	attend other NCL / Borough related meetings as required											

NCL ICB Board of Members Declaration of Interest Register - February 2025

Sarah Morgan	Chief People Officer Member of the Executive Member Team		yes	yes	no	Direct	01/07/2022	04/07/2022	current	04/07/2022	27/01/2025	
Sarah Morgan	Attendee of ICB Board of Members										27/01/2025	
Sarah Morgan	Member of ICB People Board										27/01/2025	
Sarah Morgan	Voting member Primary Care Committee										27/01/2025	
Sarah Morgan	Member of the Population Health and Inequalities Committee										27/01/2025	
Sarah Morgan	ICB Culture and Operations Group co-chair										27/01/2025	
Sarah Morgan	Attend Remuneration Committee	Good Governance Institute	no	no	yes	Direct	Faculty member	01/12/2020	current	04/07/2022	27/01/2025	
Sarah Morgan	Member of the Strategy and Development Committee	Fresh Visions People Ltd Charity no 1091627	no	no	yes	Direct	Trustee / Director and Chair from 6 December 2023	22/04/2022	current	04/07/2022	27/01/2025	Ensure that any contractual arrangements that may involve Fresh Visions or the parent organisation Southern Housing are declared as a conflict of interest as operate out of London
Sarah Morgan		Kaleidoscope Health and Care (not for profit Social Enterprise)	no	yes	no	Direct	Member of a professional network of health and care professionals including alumni of the NHS general management graduate scheme	2016	current	13/12/2023	27/01/2025	Manage any contractual arrangements through procurement team
Sarah Morgan		University of Birmingham, School of Social Policy, Health Services Management Centre	no	no	yes	Direct	Honorary Associate Professor	01/10/2023	current	13/12/2023	27/01/2025	manage contributions in line with ICB guidance
Sarah Morgan		Southern Housing Group	no	yes	no	Direct	Independent Member	01/06/2024	current	16/06/2024	27/01/2025	Manage any contractual arrangements through procurement team



North Central London
Integrated Care Board

**North Central London ICB
Board of Members Meeting
11 February 2025**

Report Title	Specialised Services Delegation Agreement Approval	Date of report	January 2025	Agenda Item	2.1
Lead Director / Manager	Sarah Mansuralli, Chief Strategy and Population Health Officer	Email / Tel		Sarah.mansuralli@nhs.net	
Board Member Sponsor	Sarah Mansuralli, Chief Strategy and Population Health Officer				
Report Author	Mark Eaton, Director of Strategic & Delegated Commissioning	Email / Tel		Mark.eaton1@nhs.net	
Name of Authorising Finance Lead	Anthony Browne, Director of Finance Business Partnering	Summary of Financial Implications Delegation of specialised services will see NCL take on additional commissioning responsibilities that related to ~£950m of income for our providers (of which ~£300m relates to our own population). The immediate financial risks have been assessed and mainly relate to Renal Dialysis and plans are in discussion to mitigate this risk.			
Report Summary	<p>This paper requests approval of the delegation agreement, underpinning the delegation of specialised services commissioning to the ICB from April 2025. Prior to March 2025, the NCL ICB, along with all ICBs in London, are required to agree and sign a Delegation Agreement which sets out the terms of the transfer of responsibilities and recommends that the NCL ICB Board approves the Delegation Agreement, as shown in Appendix 1, for signature.</p> <p>The Delegation Agreement, whilst being a national template, has been iterated based on feedback from many ICBs including the NCL ICB and the final version has been reviewed by our internal Governance Team and by the leads within the ICB for Delegation. A full summary of the agreement and their review is shown in section 5 of the paper. Service funding and investments related to delegated services will form part of our annual allocation and will be subject to the annual investment planning cycle.</p> <p>The recommendation to the Board is that the NCL ICB signs the Delegation Agreement to allow for the delegation of the 70 Specialised Services from 1 April 2025 across London and the remaining regions. The Board is further requested to approve the signing of the document to be delegated to Frances O’Callaghan (CEO) and Phill Wells (CFO) on behalf of the NCL ICB.</p> <p>There will be a further paper to the Board on the Commissioning Agreement (Appendix 2), which is still being iterated as the transfer of this small number of staff to NCL ICB, as the host ICB, has been delayed due to national processes until July 2025 at the earliest. The final version of the Commissioning Team</p>				

Agreement, which includes details of the role NCL will play as host of the Specialised Services Shared Commissioning Team or SSSCT will therefore be presented for approval in June 2025 ahead of the formal transfer in July. The Delegation Agreement is independent of the Commissioning Agreement and therefore can be approved separately.

In 2022 NHS England (NHSE) announced its intention to delegate commissioning responsibilities to local systems for a large percentage of those services classified as Specialised Services which have been directly commissioned by NHSE since 2012. NHSE announced that it would retain responsibility for service specifications and quality standards but the expectation was (and still is) that local systems would take responsibility for a wide range of services with the aim of integrating pathways to improve outcomes, improving the sustainability for fragile services and providing enhanced local oversight of services.

In April 2024 three of the seven NHS Regions in England (North West, Midlands and East of England) took on responsibility for 59 services that had previously been classified as 'Specialised Services' and which had been directly commissioned by NHS England (NHSE). The remaining four Regions, including London, decided to delay the delegation of services for a further year to continue work to prepare for a seamless transition and on-going improvement in outcomes and performance for the services scheduled for delegation.

In December 2024, the NHS National Board agreed that the remaining four NHS Regions, including London, would take on responsibility for 70 Specialised Services from 1 April 2025 (see Appendix 3 for the full list) and that the original three NHS Regions would have another 11 services delegated to them bringing their total of delegated services to 70 as well. This will see Integrated Care Boards (ICBs) become responsible for around 50% of the total number of previously classified Specialised Services and around 85% of the total spend on these services, with smaller services (mainly classified as Highly Specialised Services) being retained by NHSE and continuing to be directly commissioned.

NCL is one of the most complex systems for specialised services in England with 9 Providers (7 Acute Trusts and 2 Mental Health Trusts) within our sector delivering specialised services with a total sector income not far short of £1.8bn. Of this total only around 1/3 relates to patients who are resident within the NCL area with the remaining income arising from patients from across the United Kingdom who travel to NCL for world class treatment and support. In addition to the delegation of the 70 Services, delegation will also see the NCL ICB become responsible for two Acute Providers who have, to date, been managed directly by NHSE London on the basis that the majority of their income is derived from specialised income, these providers being Great Ormond Street Hospital (GOSH) and the Royal National Orthopaedic Hospital (RNOH).

Delegation in financial terms to NCL will see the ICB and our Integrated Care System (ICS) partners take on responsibility for ~£980m of income (of which ~£340m is related to NCL patients and it is this amount that will be added to the NCL ICB Allocation). The difference between this value and the total of £1.8bn income for the sector is associated with Retained Services and the retention of Specialised Drugs & Devices which will continue to be managed and directly commissioned by NHSE.

Commissioners from the NCL ICB, working closely with partners from the other London ICBs, partners from surrounding regions (mainly the East of England and South East Regions) and NHSE London have undertaken a significant amount of work in preparation for the delegation of these services including undertaking a 'Legacy Risk Log' exercise to identify outstanding issues associated with the services scheduled for delegation, developing a Clinical

Strategy (aligned to the NCL Population Health & Integrated Care Strategy) to target improvements to services scheduled for delegation, developing agreements and governance structures to regulate decision making across Integrated Care System (ICS) and Regional borders, agree ways of working for the NHSE London staff supporting specialised services and working diligently with colleagues through a nationally mandated 'Safer Delegation Checklist' process.

Our work in preparation for delegation, such as the Legacy Risk Log, has seen us focus on two London wide priority services, Renal and Sickle Cell Disease, and we have started to make improvements to the pathways for both. For Renal this includes increased support for patients with Chronic Kidney Disease (CKD) to reduce the number of people who ultimately need dialysis as well as work to expand our Dialysis Capacity. For Sickle Cell Disease (SCD) the work has focused on ensuring that patients in crisis have rapid access to analgesia and specialist haematology support as well as increasing support to people with SCD in the community. In partnership with the Sickle Cell Society we have also created a Peer Review network which has proven to be extremely popular with people with SCD.

Our work to improve services has also seen us establishing a Liver Disease Network to target improvements in that pathway including early diagnosis and screening and this early work has been picked up nationally with NHSE considering whether this work should be adopted across England. This, plus other work we are focusing on around Complex Spinal Surgery, Adult Critical Care and other areas, forms the basis of an emerging Clinical Strategy for NCL that will focus the efforts of our internal Delegated Services Team (which is 50% funded by our providers) on improving outcomes for patients and integrated pathways between delegated specialised services and ICB Services.


Through the work on both our London wide and local clinical pathways it has made clear the benefits that delegation will bring to our local population and the large number of people who come from across the UK to use the services delivered within NCL. This includes better integration of services between Primary Care, Community Services and Acute (Hospital) based services, the opportunity improves access and outcomes, enhanced oversight enabling NCL to better plan services for the future and the opportunity to improve the long term sustainability in terms of capacity, workforce and finances of services.

In preparation for delegation NHSE London must submit a Safer Delegation Checklist (SDCL) for all ICBs covering a wide range of domains such as whether our financial and quality systems and processes are able to accommodate delegated services and our work on the SDCL has indicated no areas of significant concern for the NCL ICB. We expect to have resolved the few remaining Amber areas (ie areas still requiring clarification) with NHSE London before it is submitted in March 2025.

This work on the SDCL has further helped us prepare for transition of responsibilities from 1 April 2025 and also helped clarify the roles and responsibilities as well as the ways of working for both the ICB teams (Quality, Finance, Commissioning, Contracting, Analytics etc) and for the NHSE Staff supporting services.

This work to clarify roles and responsibilities will be formalised into a Commissioning Team Agreement (the national template for which is shown in Appendix 2) and will set out how ICBs and NHSE London will work together to support the on-going sustainability and improvement of delegated services. The final version of the Commissioning Team Agreement, which includes details of the role NCL will play as host of the Specialised Services Shared Commissioning Team or SSSCT will therefore be presented for approval in June

	<p>2025 ahead of the formal transfer in July. The Delegation Agreement is independent of the Commissioning Agreement and therefore can be approved separately.</p> <p>The recommendation to the Board is therefore that the NCL ICB signs the Delegation Agreement to allow for the delegation of the 70 Specialised Services from 1 April 2025 across London and the remaining regions. The Board is further requested to approve the signing of the document to be delegated to Frances O’Callaghan (CEO) and Phill Wells (CFO) on behalf of the NCL ICB.</p>																								
<p>Recommendation</p>	<p>The Board of Members is asked to:</p> <ul style="list-style-type: none"> • APPROVE the signing of the Delegation Agreement to allow for the transfer of commissioning responsibilities for 70 specialised services from 1 April 2025. • AGREE that the CEO (Frances O’Callaghan) and the CFO (Phill Wells) can sign the Delegation Agreement on behalf of the ICB. 																								
<p>Identified Risks and Risk Management Actions</p>	<p>During the process of preparing for delegation we have identified and worked through a large number of risks and issues and put in place mitigations where required. The Risk Log that remains for delegation is shown below along with the mitigations associated with each.</p> <table border="1" data-bbox="432 922 1473 2065"> <thead> <tr> <th data-bbox="432 922 826 972">Risk Area</th> <th data-bbox="826 922 916 972">Impact</th> <th data-bbox="916 922 1027 972">Likelihood</th> <th data-bbox="1027 922 1473 972">Mitigations</th> </tr> </thead> <tbody> <tr> <td data-bbox="432 972 826 1182"> <p>There are unknown financial/clinical risks associated with delegation that present immediate risks to the ICB and our population.</p> </td> <td data-bbox="826 972 916 1182"> <p>High</p> </td> <td data-bbox="916 972 1027 1182"> <p>Low</p> </td> <td data-bbox="1027 972 1473 1182"> <p>The work already undertaken on the Legacy Risk Log and in joint planning with NHSE has identified the existing financial risks. Whilst it remains a possibility that there will be further unidentified risks these are unlikely to be of a significant nature given the depth of due diligence undertaken and the extensive conversations with providers.</p> </td> </tr> <tr> <td data-bbox="432 1182 826 1339"> <p>There are unknown or actual financial/staffing or operational risks associated with how the functions undertaken by NHSE Staff now will operate post delegation</p> </td> <td data-bbox="826 1182 916 1339"> <p>Medium</p> </td> <td data-bbox="916 1182 1027 1339"> <p>Low</p> </td> <td data-bbox="1027 1182 1473 1339"> <p>The work on both the due diligence for the transition of the SSSCT and the work on the SDCL along with the ‘Ways of Working’ clarifications agreed with NHSE have reduced the risk rating associated with this risk.</p> </td> </tr> <tr> <td data-bbox="432 1339 826 1509"> <p>The Delegation Agreement presents a significant risk to the stability of ICB finances or the clinical/operational performance within the ICS.</p> </td> <td data-bbox="826 1339 916 1509"> <p>Medium</p> </td> <td data-bbox="916 1339 1027 1509"> <p>Low</p> </td> <td data-bbox="1027 1339 1473 1509"> <p>The review of the Delegation Agreement itself indicates that whilst there is potential for additional financial risk (such as NHSE adjusting payments downwards) the probability of doing this in a way that disrupts the operation of the ICB and its finances for the ICS is unlikely to be realised.</p> </td> </tr> <tr> <td data-bbox="432 1509 826 1823"> <p>Delegation presents an additional resourcing burden to the ICB.</p> </td> <td data-bbox="826 1509 916 1823"> <p>Medium</p> </td> <td data-bbox="916 1509 1027 1823"> <p>Medium</p> </td> <td data-bbox="1027 1509 1473 1823"> <p>It is clear that there is a resourcing impact on the ICB arising from delegation and some of this has been mitigated in partnership with our provider partners through the jointly funded Delegated Services Team. 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	 <p>Strategy and which will ensure we realise as many of the positive benefits of delegation as possible.</p>
Conflicts of Interest	None identified.
Resource Implications	There are resource implications for the organisation, some of which have been mitigated through the formation of the Delegated Services Team which is part funded by our provider partners. Whilst work has been undertaken to fully understand other resource issues and to clarify how the ICB team will work with NHSE Staff it is likely that the full extent of the impact on ICB staffing will not be known until after delegation.
Engagement	We have worked extensively with our Providers, NHSE London, London ICBs and ICB/Regional Teams from the East of England and South East Region. NHSE undertook further work to engage with the public prior to 2022 but as the changes relate to the lead commissioner arrangements and not to changes to services no public consultation or engagement has been required.
Equality Impact Analysis	There are no proposed changes to service provision arising from the delegation of commissioning responsibilities to the ICB.
Report History and Key Decisions	The topic of delegation has been discussed extensively since 2022 including at EMT, the Strategy and Development Committee and previously at Board. The decisions taken through the previous discussions have included agreeing to form a Delegated Services Team, agreements to submit a Pre-Delegation Assurance Framework, agreements on Clinical Priorities, discussions around financial risks such as Renal Dialysis, agreement on the outputs of our Legacy Risk Work, for submitting an expression of interest to host the team transferring along with services and the initial agreements on our Clinical Strategy for Specialised Services.
Next Steps	<p>The next steps following the discussion at Board will be to:</p> <ul style="list-style-type: none"> • Notify NHSE London that the NCL ICB is ready to sign the Delegation Agreement. • Finalise the Safer Delegation Checklist (SDCL) for NHSE London to submit • Conclude the discussions around 'Ways of Working' and finalise the Commissioning Team Agreement (Appendix 2) • Finalise the due diligence on the transition of the Specialised Services Shared Commissioning Team (SSSCT) and submit a paper for approval in June 2025 ahead of the transition of staff from July 2025 • To finalise the NCL Clinical Strategy for Specialised Services which is aligned to the NCL Population Health and Integrated Care Strategy.
Appendices	<p>In addition to the main report there are three appendices:</p> <ul style="list-style-type: none"> • Appendix 1 – The national Delegation Agreement that the ICB is asked to sign. • Appendix 2 – The draft Commissioning Team Agreement that will be used to agree ways of working between NHSE and ICBs and will be agreed in May or June 2025 • Appendix 3 – The full list of 70 Services to be delegated to London ICBs from 1 April 2025.

Delegation of Specialised Services

1. Introduction

This paper requests approval of the delegation agreement, underpinning the delegation of specialised services commissioning to the ICB from April 2025. Prior to March 2025, the NCL ICB, along with all ICBs in London, are required to agree and sign a Delegation Agreement which sets out the terms of the transfer of responsibilities and recommends that the NCL ICB Board approves the Delegation Agreement, as shown in Appendix 1, for signature.

The Delegation Agreement, whilst being a national template, has been iterated based on feedback from many ICBs including the NCL ICB and the final version has been reviewed by our internal Governance Team and by the leads within the ICB for Delegation. Service funding and investments related to delegated services will form part of our annual allocation and will be subject to the annual investment planning cycle.

The recommendation to the Board is that the NCL ICB signs the Delegation Agreement to allow for the delegation of the 70 Specialised Services from 1st April 2025 across London and the remaining regions. The Board is further requested to approve the signing of the document to be delegated to Frances O'Callaghan (CEO) and Phill Wells (CFO) on behalf of the NCL ICB.

There will be a further paper to the Board on the Commissioning Agreement (Appendix 2), which is still being iterated as the transfer of this small number of staff to NCL ICB, as the host ICB, has been delayed due to national processes until July 2025 at the earliest. The final version of the Commissioning Team Agreement, which includes details of the role NCL will play as host of the Specialised Services Shared Commissioning Team or SSSCT will therefore be presented for approval in June 2025 ahead of the formal transfer in July. The Delegation Agreement is independent of the Commissioning Agreement and therefore can be approved separately.

2. Background

In 2022 NHS England (NHSE) announced its intention to delegate commissioning responsibilities to local systems for a large percentage of those services classified as Specialised Services which have been directly commissioned by NHSE since 2012. NHSE announced that it would retain responsibility for service specifications and quality standards, but the expectation was (and still is) that local systems would take responsibility for a wide range of services with the aim of integrating pathways to improve outcomes, improving the sustainability for fragile services and providing enhanced local oversight of services.

In April 2024, three of the seven NHS Regions in England (North West, Midlands and East of England) took on responsibility for 59 services that had previously been classified as 'Specialised Services' and which had been directly commissioned by NHS England (NHSE). The remaining four Regions, including London, decided to delay the delegation of services for a further year to continue work to prepare for a seamless transition and on-going improvement in outcomes and performance for the services scheduled for delegation.

In December 2024, the NHS National Board agreed that the remaining four NHS Regions, including London, would take on responsibility for 70 Specialised Services from 1st April 2025 (see Appendix 3 for the full list) and that the original three NHS Regions would have another 11 services delegated to them bringing their total of delegated services to 70 as well. This will see Integrated Care Boards (ICBs) become responsible for around 50% of the total number of previously classified Specialised Services and around 85% of the total spend on these services, with smaller services (mainly classified as Highly Specialised Services) being retained by NHSE and continuing to be directly commissioned.

NCL is one of the most complex systems for specialised services in England with 9 Providers (7 Acute Trusts and 2 Mental Health Trusts) within our sector delivering specialised services with a total sector income not far short of £1.8bn. Of this total only around 1/3 relates to patients who are resident within the NCL area with the remaining income arising from patients from across the United Kingdom who travel to NCL for world class treatment and support. In addition to the delegation of the 70 Services, delegation will also see the NCL ICB become responsible for two Acute Providers who have, to date, been managed directly by NHSE London on the basis that the majority of their income is derived from specialised income, these providers being Great Ormond Street Hospital (GOSH) and the Royal National Orthopaedic Hospital (RNOH).

Delegation in financial terms to NCL will see the ICB and our Integrated Care System (ICS) partners take on responsibility for ~£980m of income (of which ~£340m is related to NCL patients and it is this amount that will be added to the NCL ICB Allocation). The difference between this value and the total of £1.8bn income for the sector is associated with Retained Services and the retention of Specialised Drugs & Devices which will continue to be managed and directly commissioned by NHSE.

Commissioners from the NCL ICB, working closely with partners from the other London ICBs, partners from surrounding regions (mainly the East of England and South East Regions) and NHSE London have undertaken a significant amount of work in preparation for the delegation of these services including undertaking a 'Legacy Risk Log' exercise to identify outstanding issues associated with the services scheduled for delegation, developing a Clinical Strategy (aligned to the NCL Population Health & Integrated Care Strategy) to target improvements to services scheduled for delegation, developing agreements and governance structures to regulate decision making across Integrated Care System (ICS) and Regional borders, agree ways of working for the NHSE London staff supporting specialised services and working diligently with colleagues through a nationally mandated 'Safer Delegation Checklist' process.

Our work in preparation for delegation, such as the Legacy Risk Log, has seen us focus on two London wide priority services, Renal and Sickle Cell Disease, and we have started to make improvements to the pathways for both. For Renal this includes increased support for patients with Chronic Kidney Disease (CKD) to reduce the number of people who ultimately need dialysis as well as work to expand our Dialysis Capacity. For Sickle Cell Disease (SCD) the work has focused on ensuring that patients in crisis have rapid access to analgesia and specialist haematology support as well as increasing support to people with SCD in the community. In partnership with the Sickle Cell Society we have also created a Peer Review network which has proven to be extremely popular with people with SCD. Our work to improve services has also seen us establishing a Liver Disease Network to target improvements in that

pathway including early diagnosis and screening and this early work has been picked up nationally with NHSE considering whether this work should be adopted across England. This, plus other work we are focusing on around Complex Spinal Surgery, Adult Critical Care and other areas, forms the basis of an emerging Clinical Strategy for NCL that will focus the efforts of our internal Delegated Services Team (which is 50% funded by our providers) on improving outcomes for patients and integrated pathways between delegated specialised services and ICB Services.

Through the work on both our London wide and local clinical pathways it has made clear the benefits that delegation will bring to our local population and the large number of people who come from across the UK to use the services delivered within NCL. This includes better integration of services between Primary Care, Community Services and Acute (Hospital) based services, the opportunity improve access and outcomes, enhanced oversight enabling NCL to better plan services for the future and the opportunity to improve the long term sustainability in terms of capacity, workforce and finances of services.

In preparation for delegation NHSE London must submit a Safer Delegation Checklist (SDCL) for all ICBs covering a wide range of domains such as whether our financial and quality systems and processes are able to accommodate delegated services and our work on the SDCL has indicated no areas of significant concern for the NCL ICB. We expect to have resolved the few remaining Amber areas (ie areas still requiring clarification) with NHSE London before it is submitted in March 2025. This work on the SDCL has further helped us prepare for a seamless transition of responsibilities from the 1st April and also helped clarify the roles and responsibilities as well as the ways of working for both the ICB teams (Quality, Finance, Commissioning, Contracting, Analytics etc) and for the NHSE Staff supporting services. The work to clarify roles and responsibilities will be formalised into a Commissioning Team Agreement (the national template for which is shown in Appendix 2) setting out how ICBs and NHSE London will work together to support the on-going sustainability and improvement of delegated services. This agreement will pertain to a small number of NHSE Staff to a new hub team hosted by the NCL ICB (termed the Specialised Services Shared Commissioning Team) that will support seamless working between London ICBs and NHSE Retained Staff working as a single team.

3. Delegation Overview

This section provides an update on key issues related to delegation including an example of the opportunities that arise, the governance structure for services and the ways of working between the ICBs (including ICBs from outside of London) and NHSE London.

3.1 The opportunities arising from delegation

Delegation presents an opportunity for local systems to better integrate services into existing ICB commissioned pathways. This makes it easier for local systems to improve outcomes and better manage demand growth. Overall, this will make it easier for ICBs to achieve the three left shifts outlined in the 2024 Darzi Review; Hospital to community, treatment to prevention and the enhanced use of technology.

As an overview of the benefits that are already arising from our pre-delegation work we have provided a summary of our work on the Renal (Kidney) pathway. Figure 1 below shows the

pre and post delegation commissioning arrangements highlighting the reduction in the complexity of commissioning arrangements with the ICB taking control of all aspects of the Renal pathway with the exception of Primary Prevention which remains a Local Authority responsibility.

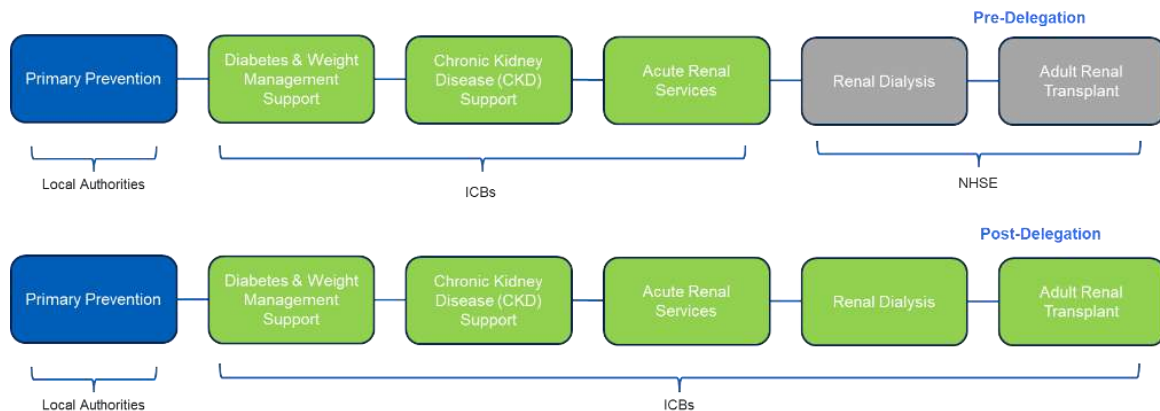


Figure 1 Pre & Post Delegation Commissioning Responsibilities

In advance of delegation, the NCL ICB has already started working to improve Renal Services with a summary of the areas of focus shown in Table 1 below. This is provided to highlight the benefits of delegation in terms of improving access, capacity and outcomes.

Service Area	Problem Identified	Actions Taken	Expected Benefit
Renal Transplant	Whilst there is a need to increase transplant rates, particularly among living donors, opportunities were being lost because patients needing a transplant were often not clinically ready when an opportunity arose.	We have established weight management support for patients on the transplant register, coordinating work across Primary and Secondary Care to increase readiness for transplants.	An increase in transplant rates which will improve outcomes and overall reduce demand for dialysis.
Renal Dialysis	Renal Dialysis Capacity needs to be increased and there are significant issues with staffing of services.	We have provided short term support to stabilise staffing and are agreeing a longer term recurrent solution as well as working with NHSE, Royal Free (as our Dialysis Provider) to expand capacity sustainably.	We are aiming to ensure we have sufficient recurrent capacity to support growth in dialysis demand to accommodate 5+ years growth whilst we work on further mitigations including growing rates of home dialysis.
CKD Support	We identified significant 'hot spots' for dialysis demand arising from Enfield and Haringey and a correlation with the absence of support for people with CKD.	We have recurrently expanded the NCL CKD Service to cover Enfield and Haringey.	This is already showing signs of reducing demand for more complex services and dialysis.
Diabetes Support	There is inconsistent support to patients with diabetes, with this often being a gateway into patients developing CKD.	As part of the NCL Community Services Review we have both created a Core Offer and also increased investment in diabetes care.	This will improve outcomes and slow the demand growth into more complex services.
Case Finding	There was an absence of proactive case finding for those most at risk of developing CKD.	Using funding from NHSE we have implemented a case finding programme.	Early intervention will reduce CKD rates (and therefore downstream dialysis demand).
Primary Prevention	There is a need for more focused support around obesity, alcohol and drug misuse that is driving poor health.	We have worked closely with our Public Health colleagues as part of both our Renal and Liver Transformation Programmes to coordinate improvements in this area.	The benefits of reducing obesity, drug/alcohol misuse and other drivers of downstream ill-health are clearly beneficial to the NHS and patients.
Overall Coordination	There was a lack of coordination of improvement work across the Renal Pathway in London.	Working with the London Kidney Network, NHSE and ICB partners we have formed a London Kidney Board to coordinate improvement work.	This will enhance the work we have achieved to date and the realisation of improved outcomes for patients.

Table 1 – Summary of actions taken pre-delegation to improve the Renal Pathway

3.2 The governance arrangements for Specialised Services

With so many specialised services seeing activity arising from other parts of London and the rest of the country there is a need to consider decision making that impacts across sector and regional boundaries. Over the last 18 months we have worked closely with our ICB and NHSE partners to agree a robust governance structure to oversee multi-ICB decision making, manage financial and clinical risks, develop and progress shared improvement priorities and ensure our partners are engaged and informed about progress. The agreed governance arrangements for London are shown below.

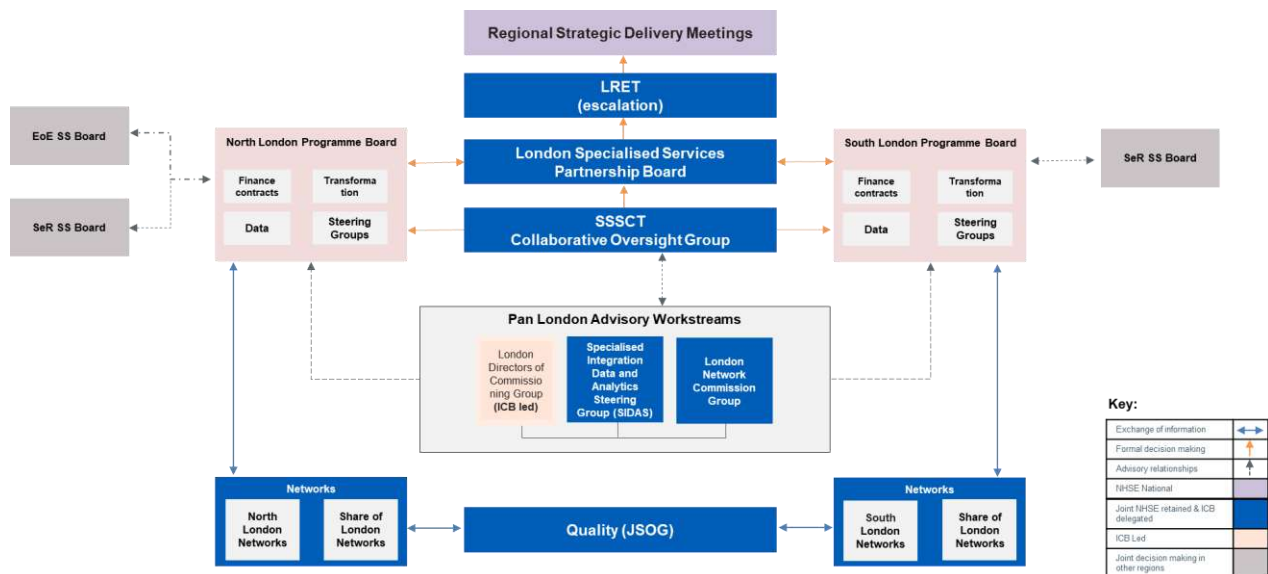


Figure 2 – Governance arrangements for delegated services in London

Within NCL, we have also established an NCL Delegated Services Board that brings together partner CEOs, CFOs and Chief Medical Officers to discuss issues relevant to delegated services (including previously delegated Dental Services).

In addition to our Acute (Hospital based) services that will be delegated, we will also see the delegation of Mental Health Provider Collaboratives (MHPCs). For NCL, there are three MHPCs that support the populations across North London (covering North West, North Central and North East ICS areas). These three MHPCs are the Forensic MHPC (~£183m) delivered by the North London Foundation Trust (NLFT) which the NCL ICB will take over hosting, the Eating Disorders MHPC delivered by Central & North West London Foundation Trust (~£15m), which NWL ICB will host, and the Children & Young People MHPC delivered by the East London Foundation Trust (~£36m) that will be hosted by NEL ICB.

Due to the specialised nature of the work of the MHPCs, the work of these groups will be integrated into existing system governance for adult mental health (NCL Mental Health Programme board) and children’s services (Children’s Programme Board) with oversight of commissioning arrangements being maintained by the Delegated Services Board.

3.3 Ways of Working

In terms of how ICBs and NHSE London staff will work together post-delegation there have been a number of workshops and meetings to agree ‘Ways of Working’ across disciplines. These ways of working continue to be iterated and will form part of the Commissioning Team

Agreement (see Appendix 2) along with previously agreed processes associated with delegation such as how we will make decisions across regional boundaries.

With regards to the NHSE London staff supporting specialised services, the NCL ICB have been identified as the host for a small number of staff who will directly support delegated services from July 2025 when the team will transition. The ICB along with other ICB colleagues in London and NHSE London have been engaged in a process of due diligence on the functions that will transfer and those that will be retained by NHSE London as well as functions retained that the London ICBs will also use to support delegated services.

The final version of the Commissioning Team Agreement, which includes details of the role NCL will play as host of the team will be the subject of a paper to the Board in June 2025, ahead of the transition of staff in July 2025.

3.4 Clinical Priorities

As referenced earlier, NCL ICB has already commenced work to improve outcomes and to reshape the pathway around Sickle Cell Disease and Renal Services as London and NCL priorities. Other priority areas we are progressing include Liver Disease and Complex Spinal Services.

As part of the work to develop our Clinical Strategy for Specialised Services we have undertaken analysis to determine where else we should focus our work. This has included areas where activity is above the London average as shown in Table 2 below which shows the comparative activity per 100k of our population compared to the rest of London, noting also that Blood Disorders and HIV are already a key focus for London with NHSE committing to continue to fund consent based blood testing in Emergency Departments.

	NCL	NEL	NWL	SEL	SWL
Blood Disorders and HIV	553	66	140	79	33
Cancer + Radiotherapy + Chemotherapy	13,690	12,446	11,576	1,547	11,917
Cardiac	3,697	2,814	2,694	445	3,158
Neuroscience	6,067	5,614	5,624	1,138	4,014
Renal	95	41	TBD	3	51

Table 2 – Services to be delegated where activity is above that of the rest of London (based on activity per 100k population)

This work will be used to finalise the Clinical Strategy which aims to be in place by March 2025 and which will steer the work of the NCL Delegated Services Team in terms of improving outcomes and sustainability of services.

4. Safer Delegation Checklist (SDCL) Overview

A nationally mandated requirement for delegation is to agree an SDCL for each region. The SDCL itself covers a wide range of domains summarised in the table below. NCL's progress against the SDCL to date has been positive with no domains being highlighted as presenting a risk to NHSE or the ICB.

SDCL Domains	
1.	Governance & Leadership
2.	Service Planning
3.	Transformation and Innovation
4.	Quality
5.	People
6.1	Finance – Governance
6.2	Finance – ABC
6.3	Finance – Accounts and Audit
6.4	Finance – Ledger
6.5	Finance – Banking
6.6	Finance – Assets
6.7	Finance – Liabilities
7.	Contracts and Procurement
8.	IG, Records Mgmt, IT Transition & Data Migration
9.	Data and Analytics

All domains within the NCL SDCL Submission are rated as Green (no risk or answered). A few areas still require clarification with the list of residual clarification questions detailed below, which we are expecting to be answered by the end of February 2025 and in advance of the March 2025 submission date to national by NHSE London on behalf of all 5 ICBs.

Domain 2: Service Planning

Under this section everything is Green with the exception of some residual questions related to the Commissioning of High-Cost Drugs (noting that the oversight and management of these will be retained by NHSE London). The questions relate to how ICB Medicines Management Teams will engage with NHSE London's team to progress shared areas of opportunity and to manage areas where there is overlap, such as drugs that apply to both delegated services and ICB existing services. A workshop has been arranged to finalise these agreements at which point all areas will turn to Green.

Domain 4: Quality

All areas are flagged as Green apart from the requirement for NHSE to provide the ICB with details of outstanding complaints that will not be closed by the time services transition and historic details of claims, enforcement actions and litigation which NHSE are preparing as part of a handover pack to the ICB. There exists (and will continue to exist) a London Quality Group to oversee quality issues related to delegated services involving all ICBs and NHSE London.

Domain 6: Finance (covering all 7 areas)

The NHSE London Finance Team will be retained and will not form part of the SSSCT although individual ICBs are to be given some additional funding to support the recruitment of additional staff (for NCL this will be an additional person probably at Band 8B). Whilst there are a large number of questions within the 7 sub-domains for finance most of these relate to transactional processes such as processes to ensure payments are made in a timely manner and in this context all areas for NCL are flagged as completed (Green Rated) with the exception of agreeing how Service Line Reporting will be undertaken between the parties (NHSE London Finance Team and the NCL ICB Finance Team). NHSE London has recently shared a 'Ways of Working' document outlining respective roles between them and ICB teams which has clarified many of the other aspects of the SDCL for Finance.

Apart from the areas detailed above, all other Domains within the SDCL are rated as Green and we expect all Domains to be rated Green before the end of February 2025.

5. Delegation Agreement Overview

The main focus of this paper is a request to the Board to approve and delegate signing of the Delegation Agreement (Appendix 1) to the CEO and CFO at the end of March to enable the transfer of delegated services from the 1st April 2025. As referenced earlier, the NHS National Board has approved delegation for London based on previously submitted documentation, such as the historic Pre-Delegation Assurance Framework (PDAF) that was submitted in 2022 and again in 2023 which gave high levels of assurance to NHSE London that NCL was ready for delegation as well as the initial review of the Safer Delegation Checklist (SDCL) in 2024, which further supports the readiness of NCL to accept the delegation of services.

The Delegation Agreement is the contract between NHSE and ICBs to legally transfer responsibilities for the commissioning of the 70 Delegated Services, shown in Appendix 3. The document has been reviewed in detail by our Governance team and assessed as not presenting the ICB with additional financial or clinical risks. This does not exclude the fact that the ICB will take on the on-going responsibility for services that need service development focus such as those outlined earlier in this paper. However, the due diligence work that has been undertaken provides assurance that there are no unknown financial, operational or clinical risks introduced to the ICB through the transfer of responsibilities.

The Board is asked to note the following:

- **Clause 7.4:** The ICB must comply with all mandated guidance from NHSE in exercising the Delegated Functions;
- **Clause 7.6:** The ICB is required to develop an operational Scheme of Delegation setting out who may discharge aspects of the Delegated Functions and for NCL our existing

SORD and SFIs already account for delegated functions so no further changes are required.

- **Clause 8.1 and Clause 8.2:** Requires ICBs to establish Collaborative Arrangements with other ICBs which, as detailed above, we have done and this will be further strengthened via the Commissioning Team Agreement which will be agreed later in 2025 along with arrangements for the commissioning team being hosted by NCL;
- **Clause 10.4:** Sets out that our expenditure on delegated functions must be sufficient to ensure NHSE is able to fulfil its functions and meets all liabilities arising under or in connection with all contracts as they relate to the exercise of the delegated functions. The due diligence to date suggests that the funding that will be provided along with delegation ensures that there are no immediate financial pressures presented that are unknown (for example Dialysis). However, NHSE are proposing a convergence factor be applied to specialised services which will have an impact on NCL income as we are deemed over-funded for specialised services and whilst the impact of this is shown to be marginal overall the impact on individual services will need to be assessed;
- **Clause 10.5:** NHSE can increase or reduce the delegated funds in each financial year and this will need to be monitored on an on-going basis;
- **Clause 11.3:** Before the start of each Financial Year, the ICB must describe in its Joint Forward Plan how it intends to exercise the Delegated Functions;
- **Clause 11.4:** The ICB must report on its exercise of the Delegated Functions in its annual report;
- **Clause 11.5:** We are required to maintain a risk register for the delegated functions and periodically review its contents;
- **Clause 12.1:** The ICB has to give consideration as to whether any of the delegated functions should be exercised collaboratively with other NHS bodies or Local Authorities;
- **Clause 16:** This deals with liability. Essentially, claims made before delegation are the responsibility of NHSE whereas claims arising from the point of delegation will sit with the ICB;
- **Clause 17.2:** The ICBs is responsible for litigation/legal claims arising post delegation, which is in line with responsibilities for our existing services;
- **Clause 26.2:** Sets out the grounds under which NHSE may vary the Delegation Agreement without the ICB's consent, mostly to do with non-compliance with the terms;

The overall assessment from the ICB Governance Team and the Delegated Services Team is that the ICB is able to be assured that signing the Delegation Agreement does not present material additional risk to the ICB, our providers, partners or the population of NCL.

6. Risks and Mitigations

During the process of preparing for delegation we have identified and worked through a large number of risks and issues and put in place mitigations where required. The Risk Log that remains for delegation is shown below along with the mitigations associated with each.

Risk Area	Impact	Likelihood	Mitigations
There are unknown financial/clinical risks associated with delegation that present immediate risks to the ICB and our population.	High	Low	The work already undertaken on the Legacy Risk Log and in joint planning with NHSE has identified the existing financial risks. Whilst it remains a possibility that there will be further unidentified risks these are unlikely to be of a significant nature given the depth of due diligence undertaken and the extensive conversations with providers/NHSE.
There are unknown or actual financial/staffing or operational risks associated with how the functions undertaken by NHSE Staff now will operate post delegation	Medium	Low	The work on both the due diligence for the transition of the SSSCT and the work on the SDCL along with the 'Ways of Working' clarifications agreed with NHSE have reduced the risk rating associated with this risk.
The Delegation Agreement presents a significant risk to the stability of ICB finances or the clinical/operational performance within the ICS.	Medium	Low	The review of the Delegation Agreement itself indicates that whilst there is potential for additional financial risk (such as NHSE adjusting payments downwards) the probability of doing this in a way that disrupts the operation of the ICB and its finances for the ICS is unlikely to be realised.
Delegation presents an additional resourcing burden to the ICB.	Medium	Medium	It is clear that there is a resourcing impact on the ICB arising from delegation and some of this has been mitigated in partnership with our provider partners through the jointly funded Delegated Services Team. Further work undertaken between Finance, Quality, Analytics and Medicines Management Teams as part of agreeing the SDCL has reduced this risk further but it is unlikely we will have a true assessment of the impact until after we have had services delegated to the ICB, hence retaining this risk as a Medium level of likelihood.
We do not realise the full benefits to the system arising from delegation such as improved outcomes, efficiencies and integration.	Medium	Low	This has been the main focus of our work in preparation for delegation and has initiated improvement workstreams in Renal, Sickle Cell, Liver, Complex Spinal and other areas. We are already starting to realise the benefits of this work, particularly in improving patient outcomes for Sickle Cell and Renal. We have also concluded a prioritisation process for further areas of focus for the Delegated Services Team that are captured in our Clinical Strategy and which will ensure we realise as many of the positive benefits of delegation as possible.

7. Recommendations

The Board of Members is asked to:

- **APPROVE** the signing of the Delegation Agreement to allow for the transfer of commissioning responsibilities for 70 specialised services from the 1st April 2025.
- **AGREE** that the CEO (Frances O'Callaghan) and the CFO (Phill Wells) can sign the Delegation Agreement on behalf of the ICB.

8. Next Steps

The next steps following the discussion at Board will be to:

- Notify NHSE London that the NCL ICB is ready to sign the Delegation Agreement.
- Finalise the Safer Delegation Checklist (SDCL) for NHSE London to submit
- Conclude the discussions around 'Ways of Working' and finalise the Commissioning Team Agreement (Appendix 2)
- Finalise the due diligence on the transition of the Specialised Services Shared Commissioning Team (SSSCT) and submit a paper for approval in June 2025 ahead of the transition of staff from July 2025
- To finalise the NCL Clinical Strategy for Specialised Services which is aligned to the NCL Population Health and Integrated Care Strategy.

Dated _____ 202[]

(1) **NHS ENGLAND**

- and -

(2) **NHS [INSERT NAME] INTEGRATED CARE BOARD**

**Delegation Agreement between NHS England and
[Insert Name] ICB in relation to Specialised
Commissioning Functions**

DRAFT - NOT AVAILABLE FOR ACCEPTANCE

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DRAFT

DELEGATION AGREEMENT FOR SPECIFIED 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	[Insert Name]
Area	[Insert Area of the ICB as defined in its Constitution]
Date of Agreement	[Date]
ICB Representative	[Insert details of name of manager of this Agreement for the ICB]
ICB Email Address for Notices	[Insert Address]
NHS England Representative	[Insert details of name of manager of this Agreement for NHS England]
NHS England Email Address for Notices	[Insert Address]

1.2 This Agreement comprises:

- 1.2.1 the Particulars (Clause 1);
- 1.2.2 the Terms and Conditions (Clauses 2 to 32);
- 1.2.3 the Schedules; and
- 1.2.4 the Mandated Guidance

Signed by NHS England
[Name]
[Title]
(for and on behalf of NHS England)

Signed by [Insert name] Integrated Care Board
[Insert name of Authorised Signatory]
[Insert title of Authorised Signatory]
[for and on behalf of] [insert name] 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 Developmental Arrangements;
 - 2.2.2 the Particulars and Terms and Conditions (Clauses 1 to 32);
 - 2.2.3 Mandated Guidance;
 - 2.2.4 all Schedules excluding Developmental Arrangements and Local Terms; and
 - 2.2.5 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 NHS England has statutory functions (duties and powers) conferred on it by legislation to make arrangements for the provision of prescribed services known as Specialised Services. These services support people with a range of rare and complex conditions. They are currently set out in the Prescribed Specialised Services Manual. The legislative basis for identifying these Specialised Services is Regulation 11 and Schedule 4 of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012/2996.
- 3.2 The ICBs have statutory functions to make arrangements for the provision of services for the purposes of the NHS in their Areas, apart from those commissioned by NHS England.
- 3.3 Pursuant to section 65Z5 of the NHS Act, NHS England is able to delegate responsibility for carrying out its Commissioning Functions to an ICB. NHS England will remain accountable to Parliament for ensuring that statutory requirements to commission all Specialised Services, and duties set out in the mandate, are being met.
- 3.4 By this Agreement, NHS England delegates the functions of commissioning certain Specialised Services (the “Delegated Functions”) to the ICB under section 65Z5 of the NHS Act.
- 3.5 This Agreement also sets out the elements of commissioning those Specialised Services for which NHS England will continue to have responsibility (the “Reserved Functions”).

3.6 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.

3.7 This Agreement sets out the terms that apply to the exercise of the Delegated Functions by the ICB. It also sets out each Party's responsibilities and the 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 consider how they can meet their 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;

5.1.4 consider how in performing their obligations they can address health inequalities;

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

5.1.6 act in a timely manner;

5.1.7 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

5.1.8 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 its Population, as further described in this Agreement ("Delegation").

6.2 The Delegated Functions are the functions described as being delegated to the ICB as have been identified and included within Schedule 3 to this Agreement but excluding the Reserved Functions set out within Schedule 4.

6.3 The Delegation in respect of each Delegated Function has effect from the Effective Date of Delegation.

6.4 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.

6.5 To the extent that this Agreement applies:

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- 6.5.1 The ICB must ensure that its officers or employees do not make statutory or financial decisions that allocate NHS England resources.
- 6.5.2 NHS England must ensure that its officers or employees do not make statutory or financial decisions that allocate ICB resources, except as provided for in this Agreement.
- 6.6 Unless expressly provided for in this Agreement, the ICB is not authorised to take any step or make any decision in respect of Reserved Functions. Any such purported decision of the ICB is invalid and not binding on NHS England unless ratified in writing by NHS England in accordance with the NHS England Scheme of Delegation and Standing Financial Instructions.
- 6.7 NHS England may, acting reasonably and solely to the extent that the decision relates to the Delegated Functions, substitute its own decision for any decision which the ICB purports to make where NHS England reasonably considers that the impact of the ICB decision could cause the ICB to be acting unlawfully, in breach of this Agreement including Mandated Guidance, or in breach of any Contract. The ICB must provide any information, assistance and support as NHS England requires to enable it to determine whether to make any such decision.
- 6.8 The terms of Clauses 6.5, 6.6 and 6.7 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 must establish effective, safe, efficient and economic arrangements for the discharge of the Delegated Functions.
- 7.2 The ICB agrees that it will exercise the Delegated Functions in accordance with:
- 7.2.1 the terms of this Agreement;
 - 7.2.2 Mandated Guidance;
 - 7.2.3 any Contractual Notices;
 - 7.2.4 the Local Terms;
 - 7.2.5 any Developmental Arrangements;
 - 7.2.6 all applicable Law and Guidance;
 - 7.2.7 the ICB's constitution;
 - 7.2.8 the requirements of any assurance arrangements made by NHS England; and
 - 7.2.9 Good Practice.
- 7.3 The ICB must perform the Delegated Functions in such a manner:
- 7.3.1 so as to ensure NHS England's compliance with NHS England's statutory duties in respect of the Reserved Functions and to enable NHS England to fulfil its Reserved Functions; and
 - 7.3.2 having regard to NHS England's accountability to the Secretary of State and Parliament in respect of both the Delegated Functions and Reserved Functions; and

- 7.3.3 so as to ensure that the ICB complies with its statutory duties and requirements including those duties set out in Section 14Z32 to Section 14Z44 of the NHS Act and the NICE Regulations.
- 7.4 In exercising the Delegated Functions, the ICB must comply with all Mandated Guidance as set out in this Agreement or as otherwise may be issued by NHS England from time to time including, but not limited to, ensuring compliance with National Standards and following National Specifications.
- 7.5 Where Developmental Arrangements conflict with any other term of this Agreement, the Developmental Arrangements shall take precedence until such time as NHS England agrees to the removal or amendment of the relevant Developmental Arrangements in accordance with Clause 26 (*Variations*).
- 7.6 The ICB must develop an operational scheme(s) 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(s) of delegation within its general organisational scheme of delegation.
- 7.7 NHS England may by Contractual Notice allocate Contracts to the ICB such that they are included as part of the Delegation. The Delegated Functions must be exercised both in respect of the relevant Contract and any related matters concerning any Specialised Service Provider that is a party to a Contract. NHS England may add or remove Contracts where this is associated with an extension or reduction of the scope of the Delegated Functions.
- 7.8 Subsequent to the Effective Date of Delegation and for the duration of this Agreement, unless otherwise agreed any new Contract entered into in respect of the Delegated Functions shall be managed by the ICB in accordance with the provisions of this Agreement.
- 7.9 Subject to the provisions of this Agreement, the ICB may determine the arrangements for the exercise of the Delegated Functions.
- 8. REQUIREMENT FOR ICB COLLABORATION ARRANGEMENT**
- 8.1 Subject to the provisions of Clause 12 (*Further Arrangements*), the ICB must establish appropriate ICB Collaboration Arrangements with other ICBs in order to ensure that the commissioning of the Delegated Services can take place across an appropriate geographical footprint for the nature of each particular Delegated Service with consideration of population size, provider landscape and patient flow. Such ICB arrangements in respect of the Delegated Functions must be approved in advance by NHS England.
- 8.2 The ICB must establish, as part of or separate to the arrangements set out in Clause 8.1, an agreement that sets out the arrangements in respect of the Commissioning Team as required by Clause 13.
- 8.3 The ICB must participate in discussions, review evidence and provide objective expert input to the best of their knowledge and ability, and endeavour to reach a collective view with the other ICBs within the ICB Collaboration Arrangement. The members of the ICB Collaboration Arrangement shall have a collective responsibility for the operation of the ICB Collaboration Arrangement.
- 8.4 The ICB shall ensure that any ICB Collaboration Arrangement is documented and such documentation must include (but is not limited to) the following:
- 8.4.1 membership which is limited solely to ICBs unless otherwise approved by NHS England;

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- 8.4.2 clear governance arrangements including reporting lines to the ICBs' Boards;
 - 8.4.3 provisions for independent scrutiny of decision making;
 - 8.4.4 the Delegated Functions or elements thereof which are the subject of the arrangements;
 - 8.4.5 the Delegated Services which are subject to the arrangements;
 - 8.4.6 financial arrangements and any pooled fund arrangements;
 - 8.4.7 data sharing arrangements including evidence of a Data Protection Impact Assessment;
 - 8.4.8 terms of reference for decision making; and
 - 8.4.9 limits on onward delegation.
- 8.5 The ICB must not terminate an ICB Collaboration Arrangement in respect of the Delegated Functions without the prior written approval of NHS England.
9. **PERFORMANCE OF THE RESERVED FUNCTIONS AND COMMISSIONING SUPPORT ARRANGEMENTS**
- 9.1 NHS England will remain responsible for the performance of the Reserved Functions.
 - 9.2 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 26 (*Variations*) of this Agreement.
 - 9.3 Where it considers appropriate NHS England will work collaboratively with the ICB when exercising the Reserved Functions.
 - 9.4 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 unless and until NHS England confirms otherwise. If an ICB identifies such a conflict or inconsistency, it will inform NHS England as soon as is reasonably practicable.
 - 9.5 The Parties acknowledge that they may agree for the ICB to provide Administrative and Management Services to NHS England in relation to certain Reserved Functions and Retained Services in order to assist in the efficient and effective exercise of such functions. Any such Commissioning Team Arrangements shall be set out in writing.
 - 9.6 Notwithstanding any arrangement for or provision of Administrative and Management Services in respect of the Retained Services and Reserved Functions, NHS England shall retain statutory responsibility for, and be accountable for, the commissioning of the Retained Services.
 - 9.7 The Parties acknowledge that they may agree for NHS England to provide Administrative and Management Services to ICBs in relation to certain Delegated Functions and Delegated Services in order to assist in the efficient and effective exercise of such Delegated Functions. Any such Administrative and Management Services shall be set out in writing.
 - 9.8 Notwithstanding any arrangement for or provision of Administrative and Management Services in respect of the Delegated Services, the ICB shall retain delegated responsibility for the commissioning of the Delegated Services.

- 9.9 Any arrangement made between the ICB and NHS England under Clauses 9.5 or 9.7 must be made in accordance with: Clause 6.5, Clause 10.14 and Paragraph 4.2 of Schedule 4.

10. FINANCE

- 10.1 Without prejudice to any other provision in this Agreement, the ICB must comply with the Finance Guidance and any such financial processes as required by NHS England for the management, reporting and accounting of funds used for the purposes of the Delegated Functions.
- 10.2 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.
- 10.3 Subject to Clause 10.4 and any provisions in the Schedules or Mandated Guidance, the ICB may use:
- 10.3.1 its Annual Allocation and the Delegated Funds in the exercise of the Delegated Functions; and
 - 10.3.2 the Delegated Funds and its Annual Allocation in the exercise of the ICB's Functions other than the Delegated Functions.
- 10.4 The ICB's expenditure on the Delegated Functions must be sufficient to:
- 10.4.1 ensure that NHS England is able to fulfil its functions, including without limitation the Reserved Functions, effectively and efficiently;
 - 10.4.2 meet all liabilities arising under or in connection with all Contracts in so far as they relate to the exercise of the Delegated Functions;
 - 10.4.3 appropriately commission the Delegated Services in accordance with Mandatory Guidance, National Specifications, National Standards and Guidance; and
 - 10.4.4 meet national commitments from time to time on expenditure on specific Delegated Functions.
- 10.5 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:
- 10.5.1 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 Contracts, to implement Mandated Guidance or otherwise;
 - 10.5.2 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;
 - 10.5.3 to take into account any Losses of NHS England for which the ICB is required to indemnify NHS England under Clause 17 (*Claims and Litigation*);
 - 10.5.4 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 or funds transferred (or that should have been transferred) to the ICB in respect of Administrative and Management Services; and

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- 10.5.5 in order to ensure compliance by NHS England with its obligations under the NHS Act (including, 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.
- 10.6 NHS England acknowledges that the intention of Clause 10.5 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.
- 10.7 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.
- 10.8 NHS England may in respect of the Delegated Funds:
- 10.8.1 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;
- 10.8.2 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 Part 11 of the NHS Act) or any action taken or direction made by the Secretary of State under the NHS Act.
- 10.9 The Schedules to this Agreement may identify further financial provisions in respect of the exercise of the Delegated Functions.
- 10.10 NHS England may issue Mandated Guidance in respect of the financial arrangements in respect of the Delegated Functions.
- 10.11 NHS England will pay the Delegated Funds to the ICB using the revenue transfer process as used for the Annual Allocation or such other process as notified to the ICB from time to time.
- 10.12 Without prejudice to any other obligation upon the ICB, for the purposes of the Delegated Functions the ICB agrees that it must use its resources in accordance with:
- 10.12.1 the terms and conditions of this Agreement including 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);
- 10.12.2 any NHS payment scheme published by NHS England;
- 10.12.3 the business rules as set out in NHS England's planning guidance or such other documents issued by NHS England from time to time;
- 10.12.4 any Capital Investment Guidance;
- 10.12.5 the HM Treasury Guidance *Managing Public Money* (dated September 2022) as replaced or updated from time to time; and
- 10.12.6 any other Guidance published by NHS England with respect to the financial management of Delegated Functions.
- 10.13 Without prejudice to any other obligation upon the ICB, the ICB agrees that it must provide:

- 10.13.1 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;
- 10.13.2 such reports in relation to the expenditure on the Delegated Functions as set out in Mandated Guidance, the Schedules to this Agreement or as otherwise required by NHS England.

Ledger access and use of financial data

- 10.14 NHS England and the ICB agree that they shall not access a financial ledger or other finance system that is operated by another organisation, or use data directly obtained from such a financial ledger or other finance system.
- 10.15 Clause 10.14 applies unless that access or use has been approved in advance by the organisation that operates that financial ledger or other finance system, or as is otherwise expressly provided for in this Agreement.

Pooled Funds

- 10.16 Subject to the provisions of this Agreement, the ICB may, for the purposes of exercising the Delegated Functions under this Agreement, establish and maintain a pooled fund(s) in respect of any part of the Delegated Funds with:
 - 10.16.1 NHS England in accordance with sections 13V or 65Z6 of the NHS Act;
 - 10.16.2 one or more ICBs in accordance with section 65Z6 of the NHS Act as part of a Further Arrangement; or
 - 10.16.3 NHS England and one or more ICBs in accordance with section 13V of the NHS Act; and
 - 10.16.4 NHS England and one or more ICBs in accordance with section 65Z6 of the NHS Act.
- 10.17 Where the ICB has decided to enter into arrangements under Clause 10.16 the agreement must be in writing and must specify:
 - 10.17.1 the agreed aims and outcomes of the arrangements;
 - 10.17.2 the payments to be made by each partner and how those payments may be varied;
 - 10.17.3 the specific Delegated Functions which are the subject of the arrangements;
 - 10.17.4 the Delegated Services which are subject to the arrangements;
 - 10.17.5 the duration of the arrangements and provision for the review or variation or termination of the arrangements;
 - 10.17.6 the arrangements in place for governance of the pooled fund; and
 - 10.17.7 the arrangements in place for assuring, oversight and monitoring of the ICB's exercise of the functions referred to in 10.17.3.
- 10.18 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.

11. INFORMATION, PLANNING AND REPORTING

- 11.1 The ICB must provide to NHS England:
- 11.1.1 such information or explanations in relation to the exercise of the Delegated Functions as required by NHS England from time to time; and
 - 11.1.2 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.
- 11.2 The provisions of this Clause 11 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

- 11.3 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.
- 11.4 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

- 11.5 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.

12. FURTHER ARRANGEMENTS

- 12.1 In addition to any ICB Collaboration Arrangement agreed in accordance with Clause 8 (*ICB Collaboration Arrangements*) 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 section 65Z5 and section 75 of the NHS Act ("Further Arrangements").
- 12.2 The ICB may only make Further Arrangements with another person (a "Sub-Delegate") with the prior written approval of NHS England.
- 12.3 The approval of any Further Arrangements may:
- 12.3.1 include approval of the terms of the proposed Further Arrangements; and
 - 12.3.2 require conditions to be met by the ICB and the Sub-Delegate in respect of that arrangement.
- 12.4 All Further Arrangements must be made in writing.
- 12.5 The ICB must not terminate Further Arrangements without the prior written approval of NHS England.
- 12.6 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.
- 12.7 The terms of this Clause 12 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.

- 12.8 Where Further Arrangements are made, and unless NHS England has otherwise given specific prior written agreement, any obligations or duties on the part of the ICB under this Agreement that are relevant to those Further Arrangements shall also require the ICB to ensure that all Sub-Delegates comply with such obligations or duties and support the ICB in doing so.

13. STAFFING, WORKFORCE AND COMMISSIONING TEAMS

- 13.1 Where there is an arrangement for NHS England to provide Administrative and Management Services to the ICB, the ICB shall provide full co-operation with NHS England and enter into any necessary arrangements with NHS England and, where appropriate, other ICBs in respect of the Specialised Services Staff.
- 13.2 The ICB shall, if and where required by NHS England, enter into appropriate arrangements with NHS England in respect of the transfer of Specialised Services Staff.
- 13.3 The ICB shall, where appropriate, enter into an agreement with other ICBs, in order to establish arrangements in respect of the Commissioning Team. Where appropriate, this agreement may be included as part of the ICB Collaboration Arrangement entered into in accordance with Clause 8.

14. BREACH

- 14.1 If the ICB does not comply with the terms of this Agreement, then NHS England may:
- 14.1.1 exercise its rights under this Agreement; and
 - 14.1.2 take such steps as it considers appropriate in the exercise of its other functions concerning the ICB.
- 14.2 Without prejudice to Clause 14.1, 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):
- 14.2.1 waive its rights in relation to such non-compliance in accordance with Clause 14.3;
 - 14.2.2 ratify any decision in accordance with Clause 6.6;
 - 14.2.3 substitute a decision in accordance with Clause 6.7;
 - 14.2.4 amend Developmental Arrangements or impose new Developmental Arrangements;
 - 14.2.5 revoke the whole or part of the Delegation and terminate this Agreement in accordance with Clause 27 (*Termination*) below;
 - 14.2.6 exercise the Escalation Rights in accordance with Clause 155 (*Escalation Rights*); and/or
 - 14.2.7 exercise its rights under common law.
- 14.3 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 14.4 and, after considering the ICB's written report, NHS England is satisfied that the waiver is justified.

- 14.4 If:
- 14.4.1 the ICB does not comply with this Agreement;
 - 14.4.2 the ICB considers that it may not be able to comply with this Agreement;
 - 14.4.3 NHS England notifies the ICB that it considers the ICB has not complied with this Agreement; or
 - 14.4.4 NHS England notifies the ICB that it considers that the ICB 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 identifies that it may not be able to comply with this Agreement) setting out:
- 14.4.5 details of and reasons for the non-compliance (or likely non-compliance) with the Agreement and/or the Delegation; and
 - 14.4.6 a plan for how the ICB proposes to remedy the non-compliance.

15. ESCALATION RIGHTS

- 15.1 If the ICB does not comply with this Agreement, NHS England may exercise the following Escalation Rights:
- 15.1.1 NHS England may require a suitably senior representative of the ICB to attend a review meeting within ten (10) Operational Days of NHS England becoming aware of the non-compliance; and
 - 15.1.2 NHS England may require the ICB to prepare an action plan and report within twenty (20) Operational 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).
- 15.2 If NHS England does not comply with this Agreement, the ICB may require a suitably senior representative of NHS England to attend a review meeting within ten (10) Operational Days of the ICB making NHS England aware of the non-compliance.
- 15.3 Nothing in Clause 15 (*Escalation Rights*) will affect NHS England's right to substitute a decision in accordance with Clause 6.87, revoke the Delegation or terminate this Agreement in accordance with Clause 27 (*Termination*) below.

16. LIABILITY AND INDEMNITY

- 16.1 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 16.3).
- 16.2 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.
- 16.3 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. 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 10.5. The ICB shall not be liable to the extent that the Losses arose prior to the Effective Date of Delegation.

- 16.4 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 section 65Z5(6) of the NHS Act.
- 16.5 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.

17. CLAIMS AND LITIGATION

- 17.1 Nothing in this Clause 17 (*Claims and Litigation*) shall be interpreted as affecting the reservation to NHS England of the Reserved Functions.
- 17.2 Except in the circumstances set out in Clause **Error! Reference source not found.**17.5 and subject always to compliance with this Clause 17 (*Claims and Litigation*), the ICB shall be responsible for and shall retain the conduct of any Claim.
- 17.3 The ICB must:
- 17.3.1 comply with any policy issued by NHS England from time to time in relation to the conduct of or avoidance of Claims and the pro-active management of Claims;
 - 17.3.2 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;
 - 17.3.3 co-operate fully with NHS England in relation to such Claim and the conduct of such Claim;
 - 17.3.4 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
 - 17.3.5 at the request of NHS England, take such actions 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.
- 17.4 Subject to Clauses 17.3 and 17.5 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

- 17.5 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 unless and until NHS England transfers conduct back to the ICB. In such cases:

- 17.5.1 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 17.5.3 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
- 17.5.2 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
- 17.5.3 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 10.5.3 for the purposes of meeting any Claim Losses associated with that Claim.

Claim Losses

- 17.6 The ICB and NHS England shall notify each other as soon as reasonably practicable of becoming aware of any Claim Losses.
- 17.7 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 10.5.3 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 10.5.3. 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 10.5.3.

18. DATA PROTECTION, FREEDOM OF INFORMATION AND TRANSPARENCY

- 18.1 The Parties must ensure that all Personal Data processed by or on behalf of them while 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.
- 18.2 The ICB must respond to any information governance breach in accordance with Information Governance 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.
- 18.3 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.

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- 18.4 NHS England may, from time to time, issue a data sharing protocol or update a protocol previously issued relating to the data sharing in relation to the Delegated Functions and/or Reserved Functions. The ICB shall comply with such data sharing protocols.
- 18.5 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”).
- 18.6 Each Party may be required by statute to disclose further information about the Agreement and the Relevant Information in response to a specific request under FOIA or EIR, in which case:
- 18.6.1 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;
 - 18.6.2 each Party shall consult the other regarding the possible application of exemptions in relation to the information requested; and
 - 18.6.3 subject only to Clause 17 (*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.
- 18.7 NHS England may, from time to time, issue a FOIA or EIR protocol or update a protocol previously issued relating to the handling and responding to of FOIA or EIR requests in relation to the Delegated Functions. The ICB shall comply with such FOIA or EIR protocols.
- 18.8 Delegated **Services**

NHS England delegates to the ICB the statutory function for commissioning the Specialised Services set out in this Schedule 2 (*Delegated Services*) subject to the reservations set out in Schedule 4 (*Reserved Functions*) and the provisions of any Developmental Arrangements set out in Schedule 9.

The list of Delegated Services set out in Schedule 2 of this Agreement contains two categories of service: the first is drawn from the Prescribed Specialised Services (PSS) Manual and aligns to Schedule 4 of the 2012 Standing Rules Regulations; the second is the sub-service line codes that NHS England has introduced over time to assist in the commissioning of Specialised Services. From time-to-time, NHS England will amend the list of sub-service line codes, either to repurpose, remove or add a code.

This is done to support in the management of finances, activity or for other administrative reasons; or to support transformational work that may be ongoing in the service area that requires a sub-service line code to track and manage funding and activity. The intention is that any changes will be supportive of ICBs’ commissioning responsibilities, and that there will be a small number of changes in the Delegated Services sub-service line codes in any one year.

All future changes to sub-service line codes relating to Delegated Services will be developed with ICBs. ICBs will be engaged and have the opportunity to provide comment on the proposed change before it is made. Changes to the sub-service line codes will be discussed at and agreed by the Delegated Commissioning Group, hosted by NHS England and attended by ICB representatives. If changes are agreed, the latest lists will be made available on the NHS England website here [NHS England » NHS England service codes by year 2024/25] and a more detailed version on the Future NHS site here [Service Portfolio Analysis - Integrating specialised services within Integrated Care Systems - FutureNHS Collaboration Platform].

The PSS Manual Lines in Schedule 2 of the Agreement, which derive from the 2012 Standing Rules Regulations, will not be altered unless there is a decision of the NHS England Board, which will necessitate wider engagement with ICBs and stakeholders.

The following Specialised Services will be delegated to the ICB on 1 April 2025:

PSS Manual Line	PSS Manual Line Description	Service Line Code	Service Line Description
2	Adult congenital heart disease services	13X	Adult congenital heart disease services (non-surgical)
		13Y	Adult congenital heart disease services (surgical)
3	Adult specialist pain management services	31Z	Adult specialist pain management services
4	Adult specialist respiratory services	29M	Interstitial lung disease (adults)
		29S	Severe asthma (adults)
		29L	Lung volume reduction (adults)
		29V	Complex home ventilation (adults)
5	Adult specialist rheumatology services	26Z	Adult specialist rheumatology services
6	Adult secure mental health services	22S(a)	Secure and specialised mental health services (adult) (medium and low) – excluding LD/ASD/WEMS/ABI/DEAF
		22S(c)	Secure and specialised mental health services (adult) (Medium and low) – ASD MHLDA PC
		22S(d)	Secure and specialised mental health services (adult) (Medium and low) – LD MHLDA PC
7	Adult Specialist Cardiac Services	13A	Complex device therapy
		13B	Cardiac electrophysiology & ablation
		13C	Inherited cardiac conditions
		13E	Cardiac surgery (inpatient)
		13F	PPCI for ST- elevation myocardial infarction
		13H	Cardiac magnetic resonance imaging
		13T	Complex interventional cardiology
		13Z	Cardiac surgery (outpatient)
8	Adult specialist eating disorder services	22E	Adult specialist eating disorder services MHLDA PC
9	Adult specialist endocrinology services	27E	Adrenal Cancer (adults)
		27Z	Adult specialist endocrinology services
11	Adult specialist neurosciences services	08O	Neurology (adults)
		08P	Neurophysiology (adults)
		08R	Neuroradiology (adults)
		08S	Neurosurgery (adults)
		08T	Mechanical Thrombectomy
		58A	Neurosurgery LVHC national: surgical removal of clival chordoma and chondrosarcoma
		58B	Neurosurgery LVHC national: EC-IC bypass (complex/high flow)
		58C	Neurosurgery LVHC national: transoral excision of dens
		58D	Neurosurgery LVHC regional: anterior skull based tumours
		58E	Neurosurgery LVHC regional: lateral skull based tumours
		58F	Neurosurgery LVHC regional: surgical removal of brainstem lesions
		58G	Neurosurgery LVHC regional: deep brain stimulation
		58H	Neurosurgery LVHC regional: pineal tumour surgeries - resection
		58I	Neurosurgery LVHC regional: removal of arteriovenous malformations of the nervous system
		58J	Neurosurgery LVHC regional: epilepsy
58K	Neurosurgery LVHC regional: insula glioma's/complex low grade glioma's		

PSS Manual Line	PSS Manual Line Description	Service Line Code	Service Line Description
	Adult specialist neurosciences services (continued)	58L	Neurosurgery LVHC local: anterior lumbar fusion
		58M	Neurosurgery LVHC local: removal of intramedullary spinal tumours
		58N	Neurosurgery LVHC local: intraventricular tumours resection
		58O	Neurosurgery LVHC local: surgical repair of aneurysms (surgical clipping)
		58P	Neurosurgery LVHC local: thoracic discectomy
		58Q	Neurosurgery LVHC local: microvascular decompression for trigeminal neuralgia
		58R	Neurosurgery LVHC local: awake surgery for removal of brain tumours
		58S	Neurosurgery LVHC local: removal of pituitary tumours including for Cushing's and acromegaly
12	Adult specialist ophthalmology services	37C	Artificial Eye Service
		37Z	Adult specialist ophthalmology services
13	Adult specialist orthopaedic services	34A	Orthopaedic surgery (adults)
		34R	Orthopaedic revision (adults)
15	Adult specialist renal services	11B	Renal dialysis
		11C	Access for renal dialysis
		11T	Renal Transplantation
16	Adult specialist services for people living with HIV	14A	Adult specialised services for people living with HIV
17	Adult specialist vascular services	30Z	Adult specialist vascular services
18	Adult thoracic surgery services	29B	Complex thoracic surgery (adults)
		29Z	Adult thoracic surgery services: outpatients
29	Haematopoietic stem cell transplantation services (adults and children)	02Z	Haematopoietic stem cell transplantation services (adults and children)
		ECP	Extracorporeal photopheresis service (adults and children)
30	Bone conduction hearing implant services (adults and children)	32B	Bone anchored hearing aids service
		32D	Middle ear implantable hearing aids service
32	Children and young people's inpatient mental health service	23K	Tier 4 CAMHS (general adolescent inc eating disorders) MHLDA PC
		23L	Tier 4 CAMHS (low secure) MHLDA PC
		23O	Tier 4 CAMHS (PICU) MHLDA PC
		23U	Tier 4 CAMHS (LD) MHLDA PC
		23V	Tier 4 CAMHS (ASD) MHLDA PC
35	Cleft lip and palate services (adults and children)	15Z	Cleft lip and palate services (adults and children)
36	Cochlear implantation services (adults and children)	32A	Cochlear implantation services (adults and children)
40	Complex spinal surgery services (adults and children)	06Z	Complex spinal surgery services (adults and children)
		08Z	Complex neuro-spinal surgery services (adults and children)
45	Cystic fibrosis services (adults and children)	10Z	Cystic fibrosis services (adults and children)
54	Fetal medicine services (adults and adolescents)	04C	Fetal medicine services (adults and adolescents)
58	Specialist adult gynaecological surgery and urinary surgery services for females	04A	Severe Endometriosis
		04D	Complex urinary incontinence and genital prolapse

PSS Manual Line	PSS Manual Line Description	Service Line Code	Service Line Description
58A	Specialist adult urological surgery services for men	41P	Penile implants
		41S	Surgical sperm removal
		41U	Urethral reconstruction
59	Specialist allergy services (adults and children)	17Z	Specialist allergy services (adults and children)
61	Specialist dermatology services (adults and children)	24Z	Specialist dermatology services (adults and children)
62	Specialist metabolic disorder services (adults and children)	36Z	Specialist metabolic disorder services (adults and children)
63	Specialist pain management services for children	23Y	Specialist pain management services for children
64	Specialist palliative care services for children and young adults	E23	Specialist palliative care services for children and young adults
65	Specialist services for adults with infectious diseases	18A	Specialist services for adults with infectious diseases
		18E	Specialist Bone and Joint Infection (adults)
72	Major trauma services (adults and children)	34T	Major trauma services (adults and children)
78	Neuropsychiatry services (adults and children)	08Y	Neuropsychiatry services (adults and children)
83	Paediatric cardiac services	23B	Paediatric cardiac services
94	Radiotherapy services (adults and children)	01R	Radiotherapy services (Adults)
		51R	Radiotherapy services (Children)
		01S	Stereotactic Radiosurgery / radiotherapy
98	Specialist secure forensic mental health services for young people	24C	FCAMHS MHLDA PC
103A	Specialist adult haematology services	03C	Castleman disease
105	Specialist cancer services (adults)	01C	Chemotherapy
		01J	Anal cancer (adults)
		01K	Malignant mesothelioma (adults)
		01M	Head and neck cancer (adults)
		01N	Kidney, bladder and prostate cancer (adults)
		01Q	Rare brain and CNS cancer (adults)
		01U	Oesophageal and gastric cancer (adults)
		01V	Biliary tract cancer (adults)
		01W	Liver cancer (adults)
		01X	Penile cancer (adults)
		01Y	Cancer Outpatients (adults)
		01Z	Testicular cancer (adults)
		04F	Gynaecological cancer (adults)
		19V	Pancreatic cancer (adults)
		19C	Biliary tract cancer surgery (adults)
		19M	Liver cancer surgery (adults)
		19Q	Pancreatic cancer surgery (adults)
		24Y	Skin cancer (adults)
		29E	Management of central airway obstruction (adults)
		51A	Interventional oncology (adults)
		51B	Brachytherapy (adults)
		51C	Molecular oncology (adults)
		61M	Head and neck cancer surgery (adults)
61Q	Ophthalmic cancer surgery (adults)		
61U	Oesophageal and gastric cancer surgery (adults)		

PSS Manual Line	PSS Manual Line Description	Service Line Code	Service Line Description
		61Z	Testicular cancer surgery (adults)
		33C	Transanal endoscopic microsurgery (adults)
		33D	Distal sacrectomy for advanced and recurrent rectal cancer (adults)
106	Specialist cancer services for children and young adults	01T	Teenage and young adult cancer
		23A	Children's cancer
106A	Specialist colorectal surgery services (adults)	33A	Complex surgery for faecal incontinence (adults)
		33B	Complex inflammatory bowel disease (adults)
107	Specialist dentistry services for children	23P	Specialist dentistry services for children
108	Specialist ear, nose and throat services for children	23D	Specialist ear, nose and throat services for children
109	Specialist endocrinology services for children	23E	Specialist endocrinology and diabetes services for children
110	Specialist gastroenterology, hepatology and nutritional support services for children	23F	Specialist gastroenterology, hepatology and nutritional support services for children
112	Specialist gynaecology services for children	73X	Specialist paediatric surgery services - gynaecology
113	Specialist haematology services for children	23H	Specialist haematology services for children
114	Specialist haemoglobinopathy services (adults and children)	38S	Sickle cell anaemia (adults and children)
		38T	Thalassemia (adults and children)
115	Specialist immunology services for adults with deficient immune systems	16X	Specialist immunology services for adults with deficient immune systems
115A	Specialist immunology services for children with deficient immune systems	16Y	Specialist immunology services for children with deficient immune systems
115B	Specialist maternity care for adults diagnosed with abnormally invasive placenta	04G	Specialist maternity care for women diagnosed with abnormally invasive placenta
118	Neonatal critical care services	NIC	Specialist neonatal care services
119	Specialist neuroscience services for children	23M	Specialist neuroscience services for children
		07Y	Paediatric neurorehabilitation
		08J	Selective dorsal rhizotomy
120	Specialist ophthalmology services for children	23N	Specialist ophthalmology services for children
121	Specialist orthopaedic services for children	23Q	Specialist orthopaedic services for children
122	Paediatric critical care services	PIC	Specialist paediatric intensive care services
124	Specialist perinatal mental health services (adults and adolescents)	22P	Specialist perinatal mental health services (adults and adolescents) MHLDA PC
125	Specialist plastic surgery services for children	23R	Specialist plastic surgery services for children
126	Specialist rehabilitation services for patients with highly complex needs (adults and children)	07Z	Specialist rehabilitation services for patients with highly complex needs (adults and children)
127	Specialist renal services for children	23S	Specialist renal services for children
128	Specialist respiratory services for children	23T	Specialist respiratory services for children
129	Specialist rheumatology services for children	23W	Specialist rheumatology services for children
130	Specialist services for children with infectious diseases	18C	Specialist services for children with infectious diseases

PSS Manual Line	PSS Manual Line Description	Service Line Code	Service Line Description
131	Specialist services for complex liver, biliary and pancreatic diseases in adults	19L	Specialist services for complex liver diseases in adults
		19P	Specialist services for complex pancreatic diseases in adults
		19Z	Specialist services for complex liver, biliary and pancreatic diseases in adults
		19B	Specialist services for complex biliary diseases in adults
132	Specialist services for haemophilia and other related bleeding disorders (adults and children)	03X	Specialist services for haemophilia and other related bleeding disorders (Adults)
		03Y	Specialist services for haemophilia and other related bleeding disorders (Children)
134	Specialist services to support patients with complex physical disabilities (excluding wheelchair services) (adults and children)	05C	Specialist augmentative and alternative communication aids (adults and children)
		05E	Specialist environmental controls (adults and children)
		05P	Prosthetics (adults and children)
135	Specialist paediatric surgery services	23X	Specialist paediatric surgery services - general surgery
136	Specialist paediatric urology services	23Z	Specialist paediatric urology services
139A	Specialist morbid obesity services for children	35Z	Specialist morbid obesity services for children
139AA	Termination services for patients with medical complexity and or significant co-morbidities requiring treatment in a specialist hospital	04P	Termination services for patients with medical complexity and or significant co-morbidities requiring treatment in a specialist hospital
ACC	Adult Critical Care	ACC	Adult critical care

SCHEDULE 3: Delegated Functions

1 Introduction

- 1.1 Subject to the reservations set out in Schedule 4 (*Reserved Functions*) and the provisions of any Developmental Arrangements, NHS England delegates to the ICB the statutory function for commissioning the Delegated Services. This Schedule 3 sets out the key powers and duties that the ICB will be required to carry out in exercise of the Delegated Functions being, in summary:
- 1.1.1 decisions in relation to the commissioning and management of Delegated Services;
 - 1.1.2 planning Delegated Services for the Population, including carrying out needs assessments;
 - 1.1.3 undertaking reviews of Delegated Services in respect of the Population;
 - 1.1.4 supporting the management of the Specialised Commissioning Budget;
 - 1.1.5 co-ordinating a common approach to the commissioning and delivery of Delegated Services with other health and social care bodies in respect of the Population where appropriate; and
 - 1.1.6 such other ancillary activities that are necessary to exercise the Specialised Commissioning Functions.
- 1.2 When exercising the Delegated Functions, ICBs are not acting on behalf of NHS England but acquire rights and incur any liabilities in exercising the functions.

2 General Obligations

- 2.1 The ICB is responsible for planning the commissioning of the Delegated Services in accordance with this Agreement. This includes ensuring at all times that the Delegated Services are commissioned in accordance with the National Standards.
- 2.2 The ICB shall put in place arrangements for collaborative working with other ICBs in accordance with Clause 8 (*Requirement for ICB Collaboration Arrangement*).
- 2.3 The Developmental Arrangements set out in Schedule 9 shall apply.

Specific Obligations

3 Assurance and Oversight

- 3.1 The ICB must at all times operate in accordance with:
- 3.1.1 the Oversight Framework published by NHS England;
 - 3.1.2 any national oversight and/or assurance guidance in respect of Specialised Services and/or joint working arrangements; and
 - 3.1.3 any other relevant NHS oversight and assurance guidance;

collectively known as the “Assurance Processes”.

3.2 The ICB must:

- 3.2.1 develop and operate in accordance with mutually agreed ways of working in line with the Assurance Processes;
- 3.2.2 oversee the provision of Delegated Services and the outcomes being delivered for its Population in accordance with the Assurance Processes;
- 3.2.3 assure that Specialised Service Providers are meeting, or have an improvement plan in place to meet, National Standards;
- 3.2.4 provide any information and comply with specific actions in relation to the Delegated Services, as required by NHS England, including metrics and detailed reporting.

4 Attendance at governance meetings

- 4.1 The ICB must ensure that there is appropriate representation at forums established through the ICB Collaboration Arrangement.
- 4.2 The ICB must ensure that an individual(s) has been nominated to represent the ICB at the Delegated Commissioning Group (DCG) and regularly attends that group. This could be a single representative on behalf of the members of an ICB Collaboration Arrangement. Where that representative is not an employee of the ICB, the ICB must have in place appropriate arrangements to enable the representative to feedback to the ICB.
- 4.3 The ICB should also ensure that they have a nominated representative with appropriate subject matter expertise to attend National Standards development forums as requested by NHS England. This could be a single representative on behalf of the members of an ICB Collaboration Arrangement. Where that representative is not an employee of the ICB, the ICB must have in place appropriate arrangements to enable the representative to feedback to the ICB.

5 Clinical Leadership and Clinical Reference Groups

- 5.1 The ICB shall support the development of clinical leadership and expertise at a local level in respect of Specialised Services.
- 5.2 The ICB shall support local and national groups including Relevant Clinical Networks and Clinical Reference Groups that are involved in developing Clinical Commissioning Policies, National Specifications, National Standards and knowledge around Specialised Services.

6 Clinical Networks

- 6.1 The ICB shall participate in the planning, governance and oversight of the Relevant Clinical Networks, including involvement in agreeing the annual plan for each Relevant Clinical Network. The ICB shall seek to align the network priorities with system priorities and to ensure that the annual plan for the Relevant Clinical Network reflects local needs and priorities.
- 6.2 The ICB will be involved in the development and agreement of a single annual plan for the Relevant Clinical Network.

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- 6.3 The ICB shall monitor the implementation of the annual plan and receive an annual report from the Relevant Clinical Network that considers delivery against the annual plan.
 - 6.4 The ICB shall actively support and participate in dialogue with Relevant Clinical Networks and shall ensure that there is a clear and effective mechanism in place for giving and receiving information with the Relevant Clinical Networks including network reports.
 - 6.5 The ICB shall support NHS England in the management of Relevant Clinical Networks.
 - 6.6 The ICB shall actively engage and promote Specialised Service Provider engagement in appropriate Relevant Clinical Networks.
 - 6.7 Where a Relevant Clinical Network identifies any concern, the ICB shall seek to consider and review that concern as soon as is reasonably practicable and take such action, if any, as it deems appropriate.
 - 6.8 The ICB shall ensure that network reports are considered where relevant as part of exercising the Delegated Functions.

7 Complaints

- 7.1 This part (*Complaints*) applies from the Effective Date of Delegation or the date on which the Commissioning Team is transferred to the relevant Host ICB (whichever is the later) (“the Applicable Date”).
- 7.2 The ICB will be responsible for all complaints in respect of the Delegated Services that are received from the Applicable Date, regardless of whether the circumstances to which the complaint relates occurred prior to the Applicable Date.
- 7.3 For the avoidance of doubt, NHS England will retain responsibility for all complaints in respect of the Delegated Services that were received prior to the Applicable Date.
- 7.4 At all times the ICB shall operate in accordance with the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009 and shall co-operate with other ICBs to ensure that complaints are managed effectively.
- 7.5 Where NHS England has provided the ICB with a protocol for sharing complaints in respect of any or all Specialised Services then those provisions shall apply and are deemed to be part of this Agreement (the “Complaints Sharing Protocol”).
- 7.6 The ICB shall:
 - 7.6.1 work with local organisations, including other ICBs that are party to the ICB Collaboration Arrangement or Commissioning Team, to ensure that arrangements are in place for the management of complaints in respect of the Delegated Services.
 - 7.6.2 consider, in the context of the ICB Collaboration Arrangement for the commissioning of the Delegated Services and employment arrangements for the Commissioning Team, whether it is best placed to manage the complaint, or whether it should be transferred to another ICB that is better placed to affect change.
 - 7.6.3 provide the relevant individuals at NHS England with appropriate access to complaints data held by the ICB that is necessary to carry out the complaints function as set out in the Complaints Sharing Protocol.

- 7.6.4 Provide such information relating to key performance indicators (“KPIs”) as is requested by NHS England.
- 7.6.5 co-operate with NHS England in respect of the review of complaints related to the Delegated Services and shall, on request, share any learning identified in carrying out the complaints function.
- 7.6.6 take part in any peer review process put in place in respect of the complaints function.

8 Commissioning and optimisation of High Cost Drugs

- 8.1 The ICB must support the effective and efficient commissioning of High Cost Drugs for Delegated Services.
- 8.2 The ICB must support NHS England in its responsibility for the financial management and reimbursement of High Cost Drugs for Specialised Services. The ICB and NHS England must agree the support to be provided. The support must be set out in writing and may include staffing, processes, reporting, prescribing analysis and oversight arrangements, but is not limited to these matters.
- 8.3 The ICB must ensure equitable access to High Cost Drugs used within the Delegated Services that may be impacted by health inequalities and develop a strategy for delivering equitable access.
- 8.4 The ICB must develop and implement Shared Care Arrangements across the Area of the ICB.
- 8.5 The ICB must provide clinical and commissioning leadership in the commissioning and management of High Cost Drugs.
- 8.6 The ICB must ensure:
 - 8.6.1 safe and effective use of High Cost Drugs in line with national Clinical Commissioning Policies, NICE technology appraisal or highly specialised technologies guidance;
 - 8.6.2 effective introduction of new medicines;
 - 8.6.3 compliance with all NHS England commercial processes and frameworks for High Cost Drugs;
 - 8.6.4 Specialised Services Providers adhere to all NHS England commercial processes and frameworks for High Cost Drugs;
 - 8.6.5 appropriate use of Shared Care Arrangements, ensuring that they are safe and well monitored; and
 - 8.6.6 consistency of prescribing and unwarranted prescribing variation are addressed.
- 8.7 The ICB must engage in the development, implementation and monitoring of initiatives that enable use of better value medicines. Such schemes include those at a local, regional or national level.
- 8.8 Where the relevant pharmacy teams have transferred to the ICB or Host ICB, the ICB must provide:

- 8.8.1 support to prescribing networks and forums, including but not limited to, Immunoglobulin Assessment panels, prescribing networks and medicines optimisation networks;
- 8.8.2 expert medicines advice and input into the Individual Funding Request process for Delegated Services;
- 8.8.3 advice and input to national procurement and other commercial processes relating to medicines and High Cost Drugs (for example, arrangements for Homecare);
- 8.8.4 advice and input to NHS England policy development relating to medicines and High Cost Drugs.

9 Contracting

- 9.1 The ICB shall be responsible for ensuring appropriate arrangements are in place for the commissioning of the Delegated Services which for the avoidance of doubt includes:
 - 9.1.1 co-ordinating or collaborating in the award of appropriate Specialised Service Contracts;
 - 9.1.2 drafting of the contract schedules so that it reflects Mandatory Guidance, National Specifications and any specific instructions from NHS England; and
 - 9.1.3 management of Specialised Services Contracts.
- 9.2 The ICB must comply with the Contracting Standard Operating Procedure issued by NHS England.
- 9.3 In relation to the contracting for NHS England Retained Services where the ICB has agreed to act as the co-ordinating commissioner, to implement NHS England's instructions in relation to those Retained Services and, where appropriate, put in place a Collaborative Commissioning Agreement with NHS England as a party.

10 Data Management and Analytics

- 10.1 The ICB shall:
 - 10.1.1 lead on standardised collection, processing, and sharing of data for Delegated Services in line with broader NHS England, Department of Health and Social Care and government data strategies;
 - 10.1.2 lead on the provision of data and analytical services to support commissioning of Delegated Services;
 - 10.1.3 ensure collaborative working across partners on agreed programmes of work focusing on provision of pathway analytics;
 - 10.1.4 share expertise and existing reporting tools with partner ICBs in the ICB Collaboration Arrangement;
 - 10.1.5 ensure interpretation of data is made available to NHS England and other ICBs within the ICB Collaboration Arrangement;

10.1.6 ensure data and analytics teams within ICBs and NHS England work collaboratively on jointly agreed programmes of work focusing on provision of pathway analytics;

10.2 The ICB must ensure that the data reporting and analytical frameworks, as set out in Mandated Guidance or as otherwise required by NHS England, are in place to support the commissioning of the Delegated Services.

11 Finance

11.1 The provisions of Clause 10 (*Finance*) of this Agreement set out the financial requirements in respect of the Delegated Functions.

12 Freedom of Information and Parliamentary Requests

12.1 The ICB shall lead on the handling, management and response to all Freedom of Information and parliamentary correspondence relating to Delegated Services.

13 Incident Response and Management

13.1 The ICB shall:

13.1.1 lead on local incident management for Delegated Services as appropriate to the stated incident level;

13.1.2 support national and regional incident management relating to Specialised Services; and

13.1.3 ensure surge events and actions relating to Specialised Services are included in ICB escalation plans.

13.2 In the event that an incident is identified that has an impact on the Delegated Services (such as potential failure of a Specialised Services Provider), the ICB shall fully support the implementation of any requirements set by NHS England around the management of such incident and shall provide full co-operation to NHS England to enable a co-ordinated national approach to incident management. NHS England retains the right to take decisions at a national level where it determines this is necessary for the proper management and resolution of any such incident and the ICB shall be bound by any such decision.

14 Individual Funding Requests

14.1 The ICB shall provide any support required by NHS England in respect of determining an Individual Funding Request and shall implement the decision of the Individual Funding Request panel.

15 Innovation and New Treatments

15.1 The ICB shall support local implementation of innovative treatments for Delegated Services.

16 Mental Health, Learning Disability and Autism Specialised Services

16.1 The ICB will oversee the lead provider contract(s) relating to mental health, learning disability and autism (MHLDA) Provider Collaboratives that are transferred to the ICB on 1 April 2025 by NHS England. This includes complying with all terms and conditions of the contract(s), including in respect of notice periods and extensions.

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- 16.2 If the ICB proposes to terminate a MHLDA lead provider contract before the end of its term, it must seek written approval from NHS England in advance.
 - 16.3 In the performance of its commissioning responsibilities for MHLDA Specialised Services, the ICB shall:
 - 16.3.1 Have regard to any commissioning guidance relating to MHLDA Specialised Services issued by NHS England;
 - 16.3.2 Comply with the requirements of the Mental Health Investment Standard and related guidance issued by NHS England;
 - 16.3.3 Generally have regard to the need to commission MHLDA Specialised Services for the ICB's Population in such a manner as to ensure safe, efficient and effective services, across appropriate geographies, and which may require partnership working across other ICB or other organisational boundaries.
 - 16.3.4 Ensure that its case management function will work collaboratively across Delegated Services and Retained Services to support the oversight and progression of individual patient care, including the movement across elements of the care pathway.

17 Provider Selection and Procurement

- 17.1 The ICB shall:
 - 17.1.1 run appropriate local provider selection and procurement processes for Delegated Services;
 - 17.1.2 align all procurement processes with any changes to national procurement policy (for example new legislation) for Delegated Services;
 - 17.1.3 support NHS England with national procurements where required with subject matter expertise on provider engagement and provider landscape; and
 - 17.1.4 monitor and provide advice, guidance and expertise to NHS England on the overall provider market and provider landscape.
- 17.2 In discharging these responsibilities, the ICB must comply at all times with Law and any relevant Guidance including but not limited to Mandated Guidance; any applicable procurement law and Guidance on the selection of, and award of contracts to, providers of healthcare services.
- 17.3 When the ICB makes decisions in connection with the awarding of Specialised Services Contracts, it should ensure that it can demonstrate compliance with requirements for the award of such Contracts, including that the decision was:
 - 17.3.1 made in the best interest of patients, taxpayers and the Population;
 - 17.3.2 robust and defensible, with conflicts of interests appropriately managed;
 - 17.3.3 made transparently; and
 - 17.3.4 compliant with relevant Guidance and legislation.

18 Quality

- 18.1 The ICB must ensure that appropriate arrangements for quality oversight are in place. This must include:
- 18.1.1 clearly defined roles and responsibilities for ensuring governance and oversight of Delegated Services;
 - 18.1.2 defined roles and responsibilities for ensuring robust communication and appropriate feedback, particularly where Delegated Services are commissioned through an arrangement with one or more other ICBs;
 - 18.1.3 working with providers and partner organisations to address any issues relating to Delegated Services and escalate appropriately if such issues cannot be resolved;
 - 18.1.4 developing and standardising processes that align with regional systems to ensure oversight of the quality of Delegated Services, and participating in local System Quality Groups and Regional Quality Groups, or their equivalent;
 - 18.1.5 ensuring processes are robust and concerns are identified, mitigated and escalated as necessary;
 - 18.1.6 ensuring providers are held to account for delivery of safe, patient-focused and quality care for Delegated Services, including mechanisms for monitoring patient complaints, concerns and feedback; and
 - 18.1.7 the implementation of the Patient Safety Incident Response Framework for the management of incidents and serious events, appropriate reporting of any incidents, undertaking any appropriate patient safety incident investigation and obtaining support as required.
- 18.2 The ICB must establish a plan to ensure that the quality of the Delegated Services is measured consistently, using nationally and locally agreed metrics triangulated with professional insight and soft intelligence.
- 18.3 The ICB must ensure that the oversight of the quality of the Delegated Services is integrated with wider quality governance in the local system and aligns with the NHS England National Quality Board's recommended quality escalation processes.
- 18.4 The ICB must ensure that there is a System Quality Group (or equivalent) to identify and manage concerns across the local system.
- 18.5 The ICB must ensure that there is appropriate representation at any Regional Quality Groups or their equivalent.
- 18.6 The ICB must have in place all appropriate arrangements in respect of child and adult safeguarding and comply with all relevant Guidance.

19 Service Planning and Strategic Priorities

- 19.1 The ICB is responsible for setting local commissioning strategy, policy and priorities and planning for and carrying out needs assessments for the Delegated Services.
- 19.2 In planning, commissioning and managing the Delegated Services, the ICB must have processes in place to assess and monitor equitable patient access, in accordance with

the access criteria set out in Clinical Commissioning Policies and National Specifications, taking action to address any apparent anomalies.

- 19.3 The ICB must ensure that it works with Specialised Service Providers and Provider Collaboratives to translate local strategic priorities into operational outputs for Delegated Services.
- 19.4 The ICB shall provide input into any consideration by NHS England as to whether the commissioning responsibility in respect of any of the Retained Services should be delegated.

20 National Standards, National Specifications and Clinical Commissioning Policies

- 20.1 The ICB shall provide input into national decisions on National Standards and national transformation regarding Delegated Services through attendance at governance meetings.
- 20.2 The ICB shall facilitate engagement with local communities on National Specification development.
- 20.3 The ICB must comply with the National Specifications and relevant Clinical Commissioning Policies and ensure that all clinical Specialised Services Contracts accurately reflect Clinical Commissioning Policies and include the relevant National Specification, where one exists in relation to the relevant Delegated Service.
- 20.4 The ICB must co-operate with any NHS England activities relating to the assessment of compliance against National Standards, including through the Assurance Processes.
- 20.5 The ICB must have appropriate mechanisms in place to ensure National Standards and National Specifications are being adhered to.
- 20.6 Where the ICB has identified that a Specialised Services Provider may not be complying with the National Standards set out in the relevant National Specification, the ICB shall consider the action to take to address this in line with the Assurance Processes.

21 Transformation

- 21.1 The ICB shall:
 - 21.1.1 prioritise pathways and services for transformation according to the needs of its Population and opportunities for improvement in ICB commissioned services and for Delegated Services;
 - 21.1.2 lead ICB and ICB Collaboration Arrangement driven transformation programmes across pathways for Delegated Services;
 - 21.1.3 lead the delivery locally of transformation in areas of national priority (such as Cancer, Mental Health and Learning Disability and Autism), including supporting delivery of commitments in the NHS Long Term Plan;
 - 21.1.4 support NHS England with agreed transformational programmes for Retained Services;
 - 21.1.5 support NHS England with agreed transformational programmes and identify future transformation programmes for consideration and prioritisation for Delegated Services where national co-ordination and enablement may support transformation;

- 21.1.6 work collaboratively with NHS England on the co-production and co-design of transformation and improvement interventions and solutions in those areas prioritised; and
- 21.1.7 ensure Relevant Clinical Networks and other clinical networks use levers to facilitate and embed transformation at a local level for Delegated Services.

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SCHEDULE 4: Reserved Functions

Introduction

1. Reserved Functions in Relation to the Delegated Services

- 1.1. In accordance with Clause 6.2 of this Agreement, all functions of NHS England other than those defined as Delegated Functions, are Reserved Functions.
- 1.2. This Schedule sets out further provision regarding the carrying out of the Reserved Functions as they relate to the Delegated Functions.
- 1.3. The ICB will work collaboratively with NHS England and will support and assist NHS England to carry out the Reserved Functions.
- 1.4. The following functions and related activities shall continue to be exercised by NHS England.

2. Retained Services

- 2.1. NHS England shall commission the Retained Services set out in Schedule 5.

3. Reserved Specialised Service Functions

- 3.1. NHS England shall carry out the functions set out in this Schedule 4 in respect of the Delegated Services.

Reserved Functions

4. Assurance and Oversight

- 4.1. NHS England shall:
 - 4.1.1. have oversight of what ICBs are delivering (inclusive of Delegated Services) for their Populations and all patients;
 - 4.1.2. design and implement appropriate assurance of ICBs' exercise of Delegated Functions including the Assurance Processes;
 - 4.1.3. help the ICB to coordinate and escalate improvement and resolution interventions where challenges are identified (as appropriate);
 - 4.1.4. ensure that the NHS England Board is assured that Delegated Functions are being discharged appropriately;
 - 4.1.5. ensure specialised commissioning considerations are appropriately included in NHS England frameworks that guide oversight and assurance of service delivery; and
 - 4.1.6. host a Delegated Commissioning Group ("DCG") that will undertake an assurance role in line with the Assurance Processes. This assurance role shall include assessing and monitoring the overall coherence, stability and sustainability of the commissioning model of Specialised Services at a

national level, including identification, review and management of appropriate cross-ICB risks.

- 4.2. Where an officer or employee of NHS England is performing its Reserved Functions in respect of assurance and oversight, NHS England must ensure that those officers or employees do not hold responsibility for, or undertake any, decision making in respect of the ICB's Delegated Functions.

5. Attendance at governance meetings

- 5.1. NHS England shall ensure that there is appropriate representation in respect of Reserved Functions and Retained Services at local governance forums (for example, the Regional Leadership Team) and at the National Commissioning Group ("NCG").
- 5.2. NHS England shall:
- 5.2.1. ensure that there is appropriate representation by NHS England subject matter expert(s) at National Standards development forums;
 - 5.2.2. ensure there is appropriate attendance by NHS England representatives at nationally led clinical governance meetings; and
 - 5.2.3. co-ordinate, and support key national governance groups.

6. Clinical Leadership and Clinical Reference Groups

- 6.1. NHS England shall be responsible for the following:
- 6.1.1. developing local leadership and support for the ICB relating to Specialised Services;
 - 6.1.2. providing clinical leadership, advice and guidance to the ICB in relation to the Delegated Services;
 - 6.1.3. providing point-of-contact and ongoing engagement with key external bodies, such as interest groups, charities, NICE, DHSC, and Royal Colleges; and enabling access to clinical trials for new treatments and medicines.
- 6.2. NHS England will host Clinical Reference Groups, which will lead on the development and publication of the following for Specialised Services:
- 6.2.1. Clinical Commissioning Policies;
 - 6.2.2. National Specifications, including National Standards for each of the Specialised Services.

7. Clinical Networks

- 7.1. Unless otherwise agreed between the Parties, NHS England shall put in place contractual arrangements and funding mechanisms for the commissioning of the Relevant Clinical Networks.
- 7.2. NHS England shall ensure development of multi-ICB, and multi-region (where necessary) governance and oversight arrangements for Relevant Clinical Networks that give line of sight between all clinical networks and all ICBs whose Population they serve.
- 7.3. NHS England shall be responsible for:
- 7.3.1. developing national policy for the Relevant Clinical Networks;

- 7.3.2. developing and approving the specifications for the Relevant Clinical Networks;
- 7.3.3. maintaining links with other NHS England national leads for clinical networks not focused on Specialised Services;
- 7.3.4. convening or supporting national networks of the Relevant Clinical Networks;
- 7.3.5. agreeing the annual plan for each Relevant Clinical Network with the involvement of the ICB and Relevant Clinical Network, ensuring these reflect national and regional priorities;
- 7.3.6. managing Relevant Clinical Networks jointly with the ICB; and
- 7.3.7. agreeing and commissioning the hosting arrangements of the Relevant Clinical Networks.

8. Complaints

- 8.1. NHS England shall manage all complaints in respect of the Delegated Services that are received prior to the Effective Date of Delegation or the date on which the Commissioning Team is transferred to the Host ICB (whichever is the later).
- 8.2. NHS England shall provide the relevant individuals at the ICB with appropriate access to complaints data held by NHS England that is necessary to carry out the complaints function as set out in the Complaints Sharing Protocol.
- 8.3. NHS England shall manage all complaints in respect of the Retained Services.
- 8.4. NHS England shall set out what information the ICB is required to provide when reporting on the key performance indicators. NHS England should notify the ICB in advance and provide sufficient time to allow compliance.

9. Commissioning and optimisation of High Cost Drugs

- 9.1. Unless otherwise agreed with the ICB, NHS England shall manage a central process for reimbursement of High Costs Drugs for Specialised Services. This may include making reimbursements directly to Specialised Services Providers.
- 9.2. In respect of pharmacy and optimisation of High Cost Drugs, NHS England shall:
 - 9.2.1. where appropriate, ensure that only validated drugs spend is reimbursed, there is timely drugs data and drugs data quality meets the standards set nationally;
 - 9.2.2. support the ICB on strategy for access to medicines used within Delegated Services, minimising barriers to health inequalities;
 - 9.2.3. provide support, as reasonably required, to the ICB to assist it in the commissioning of High Cost Drugs for Delegated Services including shared care agreements;
 - 9.2.4. seek to address consistency of prescribing in line with national commissioning policies, introduction of new medicines, and addressing unwarranted prescribing variation;
 - 9.2.5. develop medicines commissioning policies and criteria for access to medicines within Specialised Services;

- 9.2.6. develop support tools, including prior approval criteria, and frameworks to support the delivery of cost-effective and high quality commissioning of High Cost Drugs;
- 9.2.7. co-ordinate the development, implementation and monitoring of initiatives that enable the use of better value medicines;
- 9.2.8. where appropriate, co-ordinate national procurement or other commercial processes to secure medicines or High Cost Drugs for Specialised Services.

10. Contracting

- 10.1. NHS England shall retain the following obligations in relation to contracting for Delegated Services:
 - 10.1.1. ensure Specialised Services are included in national NHS England contracting and payment strategy (for example, Aligned Payment Incentives);
 - 10.1.2. provide advice for ICBs on schedules to support the Delegated Services;
 - 10.1.3. set, publish or make otherwise available the Contracting Standard Operating Procedure and Mandated Guidance detailing contracting strategy and policy for Specialised Services; and
 - 10.1.4. provide and distribute contracting support tools and templates to the ICB.
- 10.2. In respect of the Retained Services, NHS England shall:
 - 10.2.1. where appropriate, ensure a Collaborative Commissioning Agreement is in place between NHS England and the ICB(s); and
 - 10.2.2. where appropriate, construct model template schedules for Retained Services and issue to ICBs.

11. Data Management and Analytics

- 11.1. NHS England shall:
 - 11.1.1. support the ICB by collaborating with the wider data and analytics network (nationally) to support development and local deployment or utilisation of support tools;
 - 11.1.2. support the ICB to address data quality and coverage needs, accuracy of reporting Specialised Services activity and spend on a Population basis to support commissioning of Specialised Services;
 - 11.1.3. ensure inclusion of Specialised Services data strategy in broader NHS England, DHSC and government data strategies;
 - 11.1.4. lead on defining relevant contractual content of the information schedule (Schedule 6) of the NHS Standard Contract for Clinical Services;
 - 11.1.5. work collaboratively with the ICB to drive continual improvement of the quality and coverage of data used to support commissioning of Specialised Services;
 - 11.1.6. provide a national analytical service to support oversight and assurance of Specialised Services, and support (where required) the national Specialised

Commissioning team, Programmes of Care and Clinical Reference Groups;
and

- 11.1.7. provide access to data and analytic subject matter expertise to support the ICB when considering local service planning, needs assessment and transformation.

12. Finance

- 12.1. The provisions of Clause 10 shall apply in respect of the financial arrangements in respect of the Delegated Functions.
- 12.2. NHS England shall:
- 12.2.1. hold the budgets for prescribed specialised services top-up payments for specialist centres;
- 12.2.2. administer the top-up payments schemes; and
- 12.2.3. make top-up payments to the Specialised Services Providers.
- 12.3. For the avoidance of doubt, the functions set out in 12.2 include top-up payments for the Delegated Services and Retained Services.

13. Freedom of Information and Parliamentary Requests

- 13.1. NHS England shall:
- 13.1.1. lead on handling, managing and responding to all national FOIA and parliamentary correspondence relating to Retained Services; and
- 13.1.2. co-ordinate a response when a single national response is required in respect of Delegated Services.

14. Incident Response and Management

- 14.1. NHS England shall:
- 14.1.1. provide guidance and support to the ICB in the event of a complex incident;
- 14.1.2. lead on national incident management for Specialised Services as appropriate to stated incident level and where nationally commissioned services are impacted;
- 14.1.3. lead on monitoring, planning and support for service and operational resilience at a national level and provide support to the ICB; and
- 14.1.4. respond to specific service interruptions where appropriate; for example, supplier and workforce challenges and provide support to the ICB in any response to interruptions.

15. Individual Funding Requests

- 15.1. NHS England shall be responsible for:
- 15.1.1. leading on Individual Funding Requests (IFR) policy, IFR governance and managing the IFR process for Delegated Services and Retained Services;
- 15.1.2. taking decisions in respect of IFRs at IFR Panels for both Delegated Services and Retained Services; and

- 15.1.3. providing expertise for IFR decisions, including but not limited to pharmacy, public health, nursing and medical and quality.

16. Innovation and New Treatments

- 16.1. NHS England shall support the local implementation of innovative treatments for Delegated Services.
- 16.2. NHS England shall ensure services are in place for innovative treatments such as advanced medicinal therapy products recommended by NICE technology appraisals within statutory requirements.
- 16.3. NHS England shall provide national leadership for innovative treatments with significant service impacts including liaison with NICE.

17. Mental Health, Learning Disability and Autism Specialised Services

- 17.1. NHS England shall issue commissioning guidance for MHLDA Specialised Services in relation to the Delegated Services and Retained Services.
- 17.2. NHS England shall prepare and issue National Specifications and Clinical Commissioning Policies for MHLDA Specialised Services.
- 17.3. NHS England will monitor the ICB's compliance with the Mental Health Investment Standard in respect of MHLDA Delegated Services.
- 17.4. NHS England shall ensure that its case management function will work collaboratively across Delegated Services and Retained Services to support the oversight and progression of individual patient care, including the movement across elements of the care pathway.

18. Provider Selection and Procurement

- 18.1. In relation to procurement, NHS England shall be responsible for:
 - 18.1.1. setting standards and agreeing frameworks and processes for provider selections and procurements for Specialised Services;
 - 18.1.2. monitoring and providing advice, guidance and expertise on the overall provider market in relation to Specialised Services; and
 - 18.1.3. where appropriate, running provider selection and procurement processes for Specialised Services.

19. Quality

- 19.1. In respect of quality, NHS England shall:
 - 19.1.1. work with the ICB to ensure oversight of Specialised Services through quality surveillance and risk management and escalate as required;
 - 19.1.2. work with the ICB to seek to ensure that quality and safety issues and risks are managed effectively and escalated to the National Specialised Commissioning Quality and Governance Group (QGG), or other appropriate forums, as necessary;
 - 19.1.3. work with the ICB to seek to ensure that the quality governance and processes for Delegated Services are aligned and integrated with broader clinical quality governance and processes in accordance with National Quality Board Guidance;

- 19.1.4. facilitate improvement when quality issues impact nationally and regionally, through programme support, and mobilising intensive support when required on specific quality issues;
- 19.1.5. provide guidance on quality and clinical governance matters and benchmark available data;
- 19.1.6. support the ICB to identify key themes and trends and utilise data and intelligence to respond and monitor as necessary;
- 19.1.7. report on quality to both NCG and DCG as well as QGG and Executive Quality Group as required;
- 19.1.8. facilitate and support the national quality governance infrastructure (for example, the QGG); and
- 19.1.9. identify and act upon issues and concerns that cross multiple ICBs, coordinating response and management as necessary.

20. National Standards, National Specifications and Clinical Commissioning Policies

20.1. NHS England shall carry out:

- 20.1.1. development, engagement and approval of National Standards for Specialised Services (including National Specifications, Clinical Commissioning Policies, quality and data standards);
- 20.1.2. production of national commissioning products and tools to support commissioning of Specialised Services;
- 20.1.3. maintenance and publication of the Prescribed Specialised Services Manual and engagement with the DHSC on policy matters; and
- 20.1.4. determination of content for national clinical registries.

21. Transformation

21.1. NHS England shall be responsible for:

- 21.1.1. co-ordinating and enabling ICB-led specialised service transformation programmes for Delegated Services where necessary;
- 21.1.2. supporting the ICB to implement national policy and guidance across its Populations for Retained Services;
- 21.1.3. supporting the ICB with agreed transformational programmes where national transformation support has been agreed for Delegated Services;
- 21.1.4. providing leadership for transformation programmes and projects that have been identified as priorities for national coordination and support, or are national priorities for the NHS, including supporting delivery of commitments in the NHS Long Term Plan;
- 21.1.5. co-production and co-design of transformation programmes with the ICB and wider stakeholders; and
- 21.1.6. providing access to subject matter expertise including Clinical Reference Groups, national clinical directors, Programme of Care leads for the ICB where it needs support, including in relation to local priority transformation.

SCHEDULE 5: Retained Services

NHS England shall retain the function of commissioning the Specialised Services that are not Delegated Services and as more particularly set out by NHS England and made available from time to time.

SCHEDULE 6: Further Information Governance, Sharing and Processing Provisions

PART 1

1. Introduction

- 1.1. This Schedule sets out the scope for the secure and confidential sharing of information between the Parties on a Need To Know basis, or where a Party acts as a Data Processor on behalf of the other Party in order to enable the Parties to exercise their functions in pursuance of this Agreement.
- 1.2. References in this Schedule (*Further Information Governance and Sharing Provisions*) to the Need to Know basis or requirement (as the context requires) should be taken to mean that each Party's Staff will only have access to Personal Data or Special Category Personal Data if it is lawful for such Staff to have access to such data for the Specified Purpose in paragraph 2.1 and the function they are required to fulfil at that particular time, in relation to the Specified Purpose, cannot be achieved without access to the Personal Data or Special Category Personal Data specified.
- 1.3. This Schedule (including the details at Part 2 and 3 of this Schedule) and any Data Sharing Agreement and/or Data Processing Agreements entered into under this Schedule are designed to:
 - 1.3.1. provide information about the reasons why Relevant Information may need to be shared and/or processed on behalf of another Party 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 and/or the basis on which a Party is instructed to act as a Data Processor in relation to the Relevant Information;
 - 1.3.3. set out the lawful basis for the processing of Relevant Information and 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 and processing of Relevant Information relating to Specialised Services Providers and their Staff;
 - 1.3.6. apply to the sharing and processing 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 processed and how this sharing and processing will be managed;
- 1.3.8. apply to the activities of the Parties' Staff; and
- 1.3.9. describe how complaints relating to Personal Data sharing between the Parties and wider processing will be investigated and resolved, and how the information sharing and processing will be monitored and reviewed.

2. Purpose

- 2.1. The Specified Purpose of the data sharing and associated processing is to facilitate the exercise of the Delegated Functions and NHS England's Reserved Functions.
- 2.2. Each Party must ensure that they have in place appropriate data sharing or data processing arrangements to enable data to be received from any third party organisations from which the Parties must obtain data in order to achieve the Specified Purpose.
- 2.3. Where necessary specific and detailed purposes must be set out in a Data Sharing Agreement or Data Processing Agreement that complies with all relevant legislation and Guidance.

3. Benefits of information sharing

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

4. Lawful basis for sharing

- 4.1. The Parties shall comply with all relevant Data Protection Legislation requirements and Good Practice in relation to the processing of Relevant Information shared further to this Agreement.
- 4.2. The Parties shall ensure that there is a Data Protection Impact Assessment ("DPIA") that covers processing undertaken in pursuance of the Specified Purpose. The DPIA shall identify the lawful basis for sharing Relevant Information for each purpose and data flow.
- 4.3. Further details regarding the Relevant Information to be shared shall be set out in a Data Sharing Agreement and/or Data Processing Agreement.

5. Restrictions on use of the Shared Information

- 5.1. 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.
- 5.2. 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 Data Protection Legislation requirements, and the Parties' Staff should only have access to Personal Data on a justifiable Need to Know basis.

- 5.3. Neither the provisions of this Schedule nor any associated Data Sharing Agreement and/or Data Processing Agreement should be taken to permit unrestricted access to data held by any of the Parties.
- 5.4. Neither Party shall subcontract any processing of the Relevant Information without the prior 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 that Party under this Agreement, and shall remain liable for the performance of the subcontractor's obligations.
- 5.5. The Parties shall not cause or allow Relevant Information to be transferred to any territory outside the United Kingdom without the prior written permission of the responsible Data Controller.
- 5.6. Any particular restrictions on use of certain Relevant Information should be included in a Data Sharing Agreement and/or Data Processing Agreement.

6. Ensuring fairness to the Data Subject

- 6.1. In addition to having a lawful basis for sharing information, the UK GDPR generally requires that the sharing must be fair and transparent. In order to achieve fairness and transparency to the Data Subjects, the Parties will take the following measures as reasonably required:
 - 6.1.1. amendment of internal guidance to improve awareness and understanding among Staff;
 - 6.1.2. amendment of respective privacy notices and policies to reflect the processing of data carried out further to this Agreement, including covering the requirements of articles 13 and 14 UK GDPR and providing these (or making them available to) Data Subjects;
 - 6.1.3. ensuring that information and communications relating to the processing of data is clear and easily accessible; and
 - 6.1.4. giving consideration to carrying out activities to promote public understanding of how data is processed where appropriate.
- 6.2. Each 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.
- 6.3. The Parties shall reasonably co-operate in undertaking any DPIA associated with the processing of data further to this Agreement, and in doing so engage with their respective Data Protection Officers in the performance by them of their duties pursuant to Article 39 UK GDPR.
- 6.4. Further provision in relation to specific data flows may be included in a Data Sharing Agreement and/or Data Processing Agreement between the Parties.

7. Governance: Staff

- 7.1. The Parties must take reasonable steps to ensure the suitability, reliability, training and competence, of any Staff who have access to Personal Data, and Special Category Personal Data, including ensuring reasonable background checks and evidence of completeness are available on request.

- 7.2. The Parties agree to treat all Relevant Information as confidential and imparted in confidence and must safeguard it accordingly. Where any of the Parties' Staff are not healthcare professionals (for the purposes of the Data Protection Act 2018), the employing Parties must procure that Staff operate under a duty of confidentiality which is equivalent to that which would arise if that person were a healthcare professional.
- 7.3. The Parties shall ensure that all Staff required to access Personal Data (including Special Category Personal Data) are informed of the confidential nature of the Personal Data. The Parties shall include appropriate confidentiality clauses in employment/service contracts of all Staff that have any access whatsoever to the Relevant Information, including details of sanctions for acting in a deliberate or reckless manner that may breach the confidentiality or the non-disclosure provisions of Data Protection Legislation requirements, or cause damage to or loss of the Relevant Information.
- 7.4. Each Party shall provide evidence (further to any reasonable request) that all Staff that have any access to the Relevant Information whatsoever are adequately and appropriately trained to comply with their responsibilities under Data Protection Legislation and this Agreement.
- 7.5. The Parties shall ensure that:
- 7.5.1. only those Staff involved in delivery of the Agreement use or have access to the Relevant Information;
 - 7.5.2. 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; and
 - 7.5.3. specific limitations on the Staff who may have access to the Relevant Information are set out in any Data Sharing Agreement and/or Data Processing Agreement entered into in accordance with this Schedule.

8. Governance: Protection of Personal Data

- 8.1. At all times, the Parties shall have regard to the requirements of Data Protection Legislation and the rights of Data Subjects.
- 8.2. Wherever possible (in descending order of preference), only anonymised information, or, strongly or weakly pseudonymised information will be shared and processed by the Parties. The Parties shall co-operate in exploring alternative strategies to avoid the use of Personal Data in order to achieve the Specified Purpose. However, it is accepted that some Relevant Information shared further to this Agreement may be Personal Data or Special Category Personal Data.
- 8.3. Processing of any Personal Data or Special Category Personal Data shall be to the minimum extent necessary to achieve the Specified Purpose, and on a Need to Know basis.
- 8.4. If any Party becomes aware of:
- 8.4.1. any unauthorised or unlawful processing of any Relevant Information or that any Relevant Information is lost or destroyed or has become damaged, corrupted or unusable; or
 - 8.4.2. any security vulnerability or breach in respect of the Relevant Information,

it shall promptly, within 48 hours, notify the other Parties. 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 Data Protection Legislation.

- 8.5. In processing any Relevant Information further to this Agreement, the Parties shall process the Personal Data and Special Category Personal Data only:
- 8.5.1. in accordance with the terms of this Agreement and otherwise (to the extent that it acts as a Data Processor for the purposes of Article 27-28 GDPR) only in accordance with written instructions from the originating Data Controller in respect of its Relevant Information including any instructions set out in a Data Processing Agreement entered into under this Schedule, unless required by law (in which case, the processor shall inform the relevant Data Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest);
 - 8.5.2. to the extent as is necessary for the provision of the Specified Purpose or as is required by law or any regulatory body; and
 - 8.5.3. in accordance with Data Protection Legislation requirements, in particular the principles set out in Article 5(1) and accountability requirements set out in Article 5(2) UK GDPR; and not in such a way as to cause any other Data Controller to breach any of their applicable obligations under Data Protection Legislation.
- 8.6. The Parties shall act generally in accordance with Data Protection Legislation requirements. This includes implementing, maintaining and keeping under review appropriate technical and organisational measures to ensure and demonstrate that the processing of Personal Data is undertaken in accordance with Data Protection Legislation, and in particular to protect Personal Data (and Special Category Personal Data) against unauthorised or unlawful processing, and against accidental loss, destruction, damage, alteration or disclosure. These measures shall:
- 8.6.1. take account of the nature, scope, context and purposes of processing as well as the risks, of varying likelihood and severity for the rights and freedoms of Data Subjects; and
 - 8.6.2. be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and Special Category Personal Data, and having the nature of the Personal Data and Special Category Personal Data which is to be protected.
- 8.7. In particular, each Party shall:
- 8.7.1. ensure that only Staff as provided under this Schedule have access to the Personal Data and Special Category Personal Data;
 - 8.7.2. ensure that the Relevant Information is kept secure and in an encrypted form, and shall use all reasonable security practices and systems applicable to the use of the Relevant Information to prevent and to take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution, of the Relevant Information;
 - 8.7.3. obtain prior written consent from the originating Party in order to transfer the Relevant Information to any third party;

- 8.7.4. permit any 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
- 8.7.5. if requested, provide a written description of the technical and organisational methods and security measures employed in processing Personal Data.
- 8.8. The Parties shall adhere to the specific requirements as to information security set out in any Data Sharing Agreement and/or Data Processing Agreement entered into in accordance with this Schedule.
- 8.9. The Parties shall use best endeavours to achieve and adhere to the requirements of the NHS Digital Data Security and Protection Toolkit.
- 8.10. The Parties' Single Points of Contact set out in paragraph **Error! Reference source not found.** will be the persons who, in the first instance, will have oversight of third party security measures.

9. Governance: Transmission of Information between the Parties

- 9.1. This paragraph supplements paragraph 8 of this Schedule.
- 9.2. 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 or gcsx) e-mail.
- 9.3. Wherever possible, Personal Data should be transmitted and held in pseudonymised form, with only reference to the NHS number in 'clear' transmissions. Where there are significant consequences for the care of the patient, then additional data items, such as the postcode, date of birth and/or other identifiers should also be transmitted, in accordance with good information governance and clinical safety practice, so as to ensure that the correct patient record and/or data is identified.
- 9.4. Any other special measures relating to security of transfer should be specified in a Data Sharing Agreement and/or Data Processing Agreement entered into in accordance with this Schedule.
- 9.5. Each Party shall keep an audit log of Relevant Information transmitted and received in the course of this Agreement.
- 9.6. The Parties' Single Point of Contact notified pursuant to paragraph 13 will be the persons who, in the first instance, will have oversight of the transmission of information between the Parties.

10. Governance: Quality of Information

- 10.1. 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. Governance: Retention and Disposal of Shared Information

- 11.1. A 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.

- 11.2. Each Party shall provide an explanation of the processes used to securely destroy or return the information, or verify such destruction or return, upon request and shall comply with any request of the Data Controllers to dispose of data in accordance with specified standards or criteria.
- 11.3. If a 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 in accordance with this Schedule, it shall notify the other Parties in writing of that retention, giving details of the documents or materials that it must retain.
- 11.4. Retention of any data shall comply with the requirements of Article 5(1)(e) GDPR and with all Good Practice including the Records Management NHS Code of Practice, as updated or amended from time to time.
- 11.5. The Parties shall set out any special retention periods in a Data Sharing Agreement where appropriate.
- 11.6. The Parties shall ensure that Relevant Information held in paper form is held in secure files, and, when it is no-longer needed, destroyed using a cross cut shredder or subcontracted to a confidential waste company that complies with European Standard EN15713.
- 11.7. Each 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.
- 11.8. Electronic records will be considered for deletion once the relevant retention period has ended.
- 11.9. In the event of any bad or unusable sectors of electronic storage media that cannot be overwritten, the Party shall ensure complete and irretrievable destruction of the media itself in accordance with policy requirements.

12. Governance: Complaints and Access to Personal Data

- 12.1. The Parties shall assist each other in responding to any requests made under Data Protection Legislation made by persons who wish to access copies of information held about them ("Subject Access Requests"), as well as any other exercise of a Data Subject's rights under Data Protection Legislation or complaint to or investigation undertaken by the Information Commissioner.
- 12.2. Complaints about processing shall be reported to the Single Points of Contact and the ICB. Complaints about information sharing shall be routed through each Parties' own complaints procedure unless otherwise provided for in the Agreement or determined by the ICB. Where the complaint relates to processing undertaken by a Party acting as a Data Processor on behalf of the other Party, complaints shall be routed through the relevant Data Controller's own complaints procedure unless otherwise provided for in the Agreement.
- 12.3. The Parties shall use all reasonable endeavours to work together to resolve any dispute or complaint arising under this Schedule or any data processing carried out further to it.
- 12.4. Basic details of the Agreement shall be included in the appropriate log under each Party's publication scheme.

13. Governance: Single Points of Contact

- 13.1. 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.

14. Monitoring and review

- 14.1. The Parties shall monitor and review on an ongoing basis the sharing and wider processing of Relevant Information to ensure compliance with Data Protection Legislation and Best Practice. Specific monitoring requirements must be set out in the relevant Data Sharing Agreement and/or Data Processing Agreement.

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SCHEDULE 6: Further Information Governance, Sharing and Processing Provisions

PART 2

Data Sharing Agreement

Description	Details
Subject matter of the processing	<p>Due to the complexities of Specialised Services and the distinctions between Delegated Functions and Reserved Functions, both the ICB Commissioning Teams (employed by the Host ICB) delivering Delegated Functions and the NHS England teams delivering Reserved Functions will need access to Relevant Information, which contains Personal Data.</p> <p>As set out in Schedule 6, Part 1, Paragraph 2.1, the Specified Purpose for sharing data is: <i>'...to facilitate the exercise of the Delegated Functions and NHS England's Reserved Functions.'</i> In order to achieve this purpose in the most effective, efficient and cost effective manner, the data will be hosted by NHS England in a collaborative working space which ICBs will have access to.</p> <p>NHS England will be responsible for ensuring that Commissioning Team staff have sufficient and appropriate access to Relevant Information to enable those staff to fulfil their commissioning functions in respect of the Delegated Services, including those described in Schedule 3 (Delegated Functions) to this agreement.</p> <p>In addition, NHS England may process the data for the following purposes:</p> <ul style="list-style-type: none"> • development, oversight, and the quality improvement of Specialised Commissioning Functions; • undertaking work to evaluate the effectiveness of innovation and changes in delivery models and advising other bodies and organisations about these functions; • arranging the provision of services to support commissioning activities, to enable reporting and evaluations; • undertaking analysis, audits, and inspections to assess and assure the quality of Specialised Commissioning Functions; • supporting healthcare organisations to interpret population health data and evidence, and to undertake reviews of the likely effectiveness and cost-effectiveness of a range of interventions; • development a of strategies on population health outcomes and to identify gaps or deficiencies in current care and to produce recommendations for improvements, including in relation to specific pathways of care; • using and supporting health organisations to use health economic tools to support decision-making and interpreting data about the surveillance or assessment of a population's health to improve health outcomes and reduce health inequalities; • the development of population health policies and strategies, and their implementation
Duration of the processing	Unless otherwise specified in this Data Sharing Agreement, the processing shall commence on the Effective Date of Delegation and, as per paragraph

	11.1 of this Schedule, shall continue until the need to use it has passed or, if later, upon the termination of this Agreement.
Nature and purpose of the processing	<p>Personal Data is shared between the in relation to the delivery of the Delegated Functions. Such processing should ensure continued:</p> <ul style="list-style-type: none"> • Provision of live services and associated reporting; • Quality improvement and assurance of services; • Dissemination of data for health and research purposes.
Type of Personal Data being Processed	Guidance note: please include details of the types of Personal Data that are being shared, as appropriate. Examples include: name, address, date of birth, NI number, telephone number, pay, images, biometric data.
Categories of Data Subject	Guidance note: please include details of the categories of Data Subject that are being shared, as appropriate. Examples include: Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public, users of a particular website.

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SCHEDULE 6: Further Information Governance, Sharing and Processing Provisions

PART 3

Data Processing Agreement

Description	Details
Identity of the Controller and Processor	The ICB is the Data Controller and NHS England is the Data Processor.
Subject matter of the processing	<p>Both the ICB Commissioning Teams (employed by the Host ICB) delivering Delegated Functions and the NHS England teams delivering Reserved Functions will need access to Relevant Information. In order to achieve this purpose in the most effective, efficient and cost effective manner, the data will be hosted by NHS England in a collaborative working space which ICBs will have access to.</p> <p>Consequently, NHS England will act as a Data Processor on behalf of the ICB in relation to the Relevant Information required to commission the Delegated Services and fulfil the Delegated Functions.</p>
Duration of the processing	Unless otherwise specified in this Data Processing Agreement the processing shall commence on the Effective Date of Delegation and, as per paragraph 11.1 of this Schedule, shall continue until the need to use it has passed or, if later, upon the termination of this Agreement.
Plan for return and destruction of the data once the processing is complete	As set out in paragraph 11.1 of this Schedule
Nature and purpose of the processing	<p>This Data Processing Agreement considers processing of any data by NHS England on behalf of the ICB Commissioning Teams in relation to the delivery of the Delegated Functions. Such processing should ensure continued:</p> <ul style="list-style-type: none"> • Provision of live services and associated reporting; • Quality improvement and assurance of services; • Dissemination of data for health and research purposes.
Type of Personal Data being Processed	Guidance note: please include details of the types of Personal Data that are being processed, as appropriate. Examples include: name, address, date of birth, NI number, telephone number, pay, images, biometric data.
Categories of Data Subject	Guidance note: please include details of the categories of Data Subject that are being processed, as appropriate. Examples include: Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public, users of a particular website.

18.9 6 (*Further Information Governance, Sharing and Processing Provisions*) makes further provision about information sharing, information governance and the Data Sharing Agreement.

19. IT INTER-OPERABILITY

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

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

- 20.1 The ICB 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.
- 20.2 Without prejudice to the general obligations set out in Clause 20.1, 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.

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

- 21.1 The ICB must not commit any Prohibited Act.
- 21.2 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:
- 21.2.1 to revoke the Delegation;
 - 21.2.2 to recover from the ICB the amount or value of any gift, consideration or commission concerned; and
 - 21.2.3 to recover from the ICB any loss or expense sustained in consequence of the carrying out of the Prohibited Act.
- 21.3 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.
- 21.4 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, any counter-fraud arrangements put in place by the ICB.
- 21.5 The ICB must implement any reasonable modifications to its counter-fraud arrangements required by a person referred to in Clause 21.4 in order to meet the appropriate standards within whatever time periods as that person may reasonably require.
- 21.6 The ICB must, on becoming aware of:
- 21.6.1 any suspected or actual bribery, corruption or fraud involving public funds;
or
 - 21.6.2 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.

21.7 On the request of NHS England or 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 five (5) Operational Days following the date of the request, access to:

21.7.1 all property, premises, information (including records and data) owned or controlled by the ICB; and

21.7.2 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.

22. CONFIDENTIAL INFORMATION OF THE PARTIES

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

22.2 Subject to Clauses 22.3 to 22.5, the receiving Party agrees:

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

22.2.2 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

22.2.3 to maintain the confidentiality of the disclosing Party's Confidential Information.

22.3 The receiving Party may disclose the disclosing Party's Confidential Information:

22.3.1 in connection with any dispute resolution procedure under Clause 25;

22.3.2 in connection with any litigation between the Parties;

22.3.3 to comply with the Law;

22.3.4 to any appropriate Regulatory or Supervisory Body;

22.3.5 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 22.2;

22.3.6 to NHS bodies for the purposes of carrying out their functions;

22.3.7 as permitted under or as may be required to give effect to Clause 21 (*Prohibited Acts and Counter-Fraud*); and

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

22.4 The obligations in Clauses 22.1 and 22.2 will not apply to any Confidential Information which:

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

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

- 22.4.3 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.
- 22.5 This Clause 22 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.
- 22.6 The Parties acknowledge that damages would not be an adequate remedy for any breach of this Clause 22 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 22.
- 22.7 This Clause 22 will survive the termination of this Agreement for any reason for a period of five (5) years.
- 22.8 This Clause 22 will not limit the application of the Public Interest Disclosure Act 1998 in any way whatsoever.
- 23. INTELLECTUAL PROPERTY**
- 23.1 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.
- 23.2 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.
- 23.3 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 Intellectual Property Rights (“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.
- 24. NOTICES**
- 24.1 Any notices given under this Agreement must be sent by e-mail to the other Party’s address set out in the Particulars or as otherwise notified by one Party to another as the appropriate address for this Clause 24.1.
- 24.2 Notices by e-mail will be effective when sent in legible form, but only if, following transmission, the sender does not receive a non-delivery message.
- 25. DISPUTES**
- 25.1 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.
- 25.2 If a Dispute arises out of, or in connection with, this Agreement then the Parties must follow the procedure set out in this clause:
- 25.2.1 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;

- 25.2.2 if the Agreement Representatives are, for any reason, unable to resolve the Dispute within twenty (20) Operational 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
- 25.2.3 if the people referred to in Clause 25.2.2 are for any reason unable to resolve the Dispute within twenty (20) Operational 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. 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. The mediation will start no later than ten (10) Operational Days after the date of the ADR notice.
- 25.3 If the Dispute is not resolved within thirty (30) Operational 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) Operational Days, or the mediation terminates before the expiration of the period of thirty (30) Operational Days, the Dispute must be referred to the NHS England Board, who shall resolve the matter and whose decision shall be binding upon the Parties.

26. VARIATIONS

- 26.1 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.
- 26.2 NHS England may vary this Agreement without the ICB's consent where:
- 26.2.1 it is reasonably satisfied that the variation is necessary in order to comply with legislation, NHS England's statutory duties, or any requirements or direction given by the Secretary of State;
- 26.2.2 where variation is as a result of amendment to or additional Mandated Guidance;
- 26.2.3 it is satisfied that any Developmental Arrangements are no longer required;
- 26.2.4 it reasonably considers that Developmental Arrangements are required under Clause 14 (*Breach*); or
- 26.2.5 it is satisfied that such amendment or Developmental Arrangement is required in order to ensure the effective commissioning of the Delegated Services or other Specialised Services.
- 26.3 Where NHS England wishes to vary the Agreement in accordance with Clause 26.2 it must notice in writing to the ICB of the wording of the proposed variation and the date on which that variation is to take effect which must, unless it is not reasonably practicable, be a date which falls at least thirty (30) Operational Days after the date on which the notice under that clause is given to the ICB.
- 26.4 For the avoidance of doubt, NHS England may issue or update Mandated Guidance at any point during the term of the Agreement.

26.5 Either Party (“the Proposing Party”) may notify the other Party (the “Receiving Party”) of a Variation Proposal in respect of this Agreement including, but not limited to the following:

26.5.1 a request by the ICB to add, vary or remove any Developmental Arrangement; or

26.5.2 a request by NHS England to include additional Specialised Services or NHS England Functions within the Delegation; and

the Proposing Party will identify whether the proposed variation may have the impact of changing the scope of the Delegated Functions or Reserved Functions so that NHS England can establish the requisite level of approval required.

26.6 The Variation Proposal will set out the variation proposed and the date on which the Proposing Party requests the variation to take effect.

26.7 When a Variation Proposal is issued in accordance with 26.6, the Receiving Party must respond within thirty (30) Operational Days following the date that it is issued by serving notice confirming either:

26.7.1 that it accepts the Variation Proposal; or

26.7.2 that it refuses to accept the Variation Proposal and setting out reasonable grounds for that refusal.

26.8 If the Receiving Party accepts the Variation Proposal issued in accordance with Clause 26.5, the Receiving Party agrees 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.

26.9 If the Receiving Party refuses to accept a Variation Proposal submitted in accordance with 26.5 to 26.7, or to take such steps as are required to give effect to the variation, then the provisions of Clause 15 (*Escalation Rights*) shall apply.

26.10 When varying the Agreement in accordance with Clause 26, the Parties must consider the impact of the proposed variation on any ICB Collaboration Arrangements and any Further Arrangements.

27. **TERMINATION**

27.1 The ICB may:

27.1.1 notify NHS England that it requires NHS England to revoke the Delegation; and

27.1.2 terminate this Agreement;

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

27.1.3 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 its intention to terminate this Agreement; and

27.1.4 the ICB meets with NHS England within ten (10) Operational Days of NHS England receiving the notice set out at Clause 27.1.3 above to discuss arrangements for termination and transition of the Delegated Functions to a successor commissioner in accordance with Clause 28.2; and

27.1.5 the ICB confirms satisfactory arrangements for terminating any ICB Collaboration Arrangements or Further Agreements in whole or part as required including agreed succession arrangements for Commissioning Teams,

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.

27.2 NHS England may revoke the Delegation in whole or in part with effect from 23.59 hours on 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 27.4 will apply.

27.3 The Delegation may be revoked in whole or in part, and this Agreement may be terminated by NHS England at any time, including in (but not limited to) the following circumstances:

27.3.1 the ICB acts outside of the scope of its delegated authority;

27.3.2 the ICB fails to perform any material obligation of the ICB owed to NHS England under this Agreement;

27.3.3 the ICB persistently commits non-material breaches of this Agreement;

27.3.4 NHS England is satisfied that its intervention powers under section 14Z61 of the NHS Act apply;

27.3.5 to give effect to legislative changes, including conferral of any of the Delegated or Reserved Functions on the ICB;

27.3.6 failure to agree to a variation in accordance with Clause 26 (*Variations*);

27.3.7 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

27.3.8 the ICB merges with another ICB or other body.

27.4 This Agreement will terminate upon revocation or termination of the full Delegation (including revocation and termination in accordance with this Clause 277 (*Termination*)) except that the provisions referred to in Clause 299 (*Provisions Surviving Termination*) will continue in full force and effect.

27.5 Without prejudice to Clause 14.3 and to avoid doubt, NHS England may waive any right to terminate this Agreement under this Clause 27 (*Termination*). Any such waiver is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

27.6 As an alternative to termination of the Agreement in respect of all the Delegated Functions, NHS England may 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.

28. CONSEQUENCE OF TERMINATION

28.1 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 in respect of the term of this Agreement. For the avoidance of doubt, the ICB shall be responsible for any Claims or other costs or liabilities incurred in the exercise of the Delegated Functions

during the period of this Agreement unless expressly agreed otherwise by NHS England.

28.2 Subject to Clause 28.4, 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:

28.2.1 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 the Staff engaged in the Delegated Functions and the date on which the successor delegate will take responsibility for the Delegated Functions;

28.2.2 implement and comply with their respective obligations under the plan for transition agreed in accordance with Clause 28.2.1; and

28.2.3 act with a view to minimising any inconvenience or disruption to the commissioning of healthcare in the Area.

28.3 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:

28.3.1 co-operate with NHS England and any successor delegate to ensure continuity and a smooth transfer of the Delegated Functions; and

28.3.2 at the reasonable request of NHS England:

28.3.2.1 promptly provide all reasonable assistance and information to the extent necessary for an efficient assumption of the Delegated Functions by a successor delegate;

28.3.2.2 deliver to NHS England all materials and documents used by the ICB in the exercise of any of the Delegated Functions; and

28.3.2.3 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.

28.4 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.

29. PROVISIONS SURVIVING TERMINATION

29.1 Any rights, duties or obligations of any of the Parties which are expressed to survive, including those referred to in Clause 29.2, 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.

29.2 The surviving provisions include the following clauses together with such other provisions as are required to interpret and give effect to them:

29.2.1 Clause 10 (*Finance*);

29.2.2 Clause 13 (*Staffing, Workforce and Commissioning Teams*);

29.2.3 Clause 16 (*Liability and Indemnity*);

- 29.2.4 Clause 17 (*Claims and Litigation*);
- 29.2.5 Clause 18 (*Data Protection, Freedom of Information and Transparency*);
- 29.2.6 Clause 25 (*Disputes*);
- 29.2.7 Clause 27 (*Termination*);
- 29.2.8 Schedule 6 (*Further Information Governance, Sharing and Processing Provisions*).

30. **COSTS**

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

31. **SEVERABILITY**

- 31.1 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.

32. **GENERAL**

- 32.1 Nothing in this Agreement will create a partnership or joint venture or relationship of principal and agent between NHS England and the ICB.
- 32.2 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.
- 32.3 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:

“Administrative and Management Services”	means administrative and management support provided in accordance with Clause 9.5 or 9.7;
“Agreement”	means this agreement between NHS England and the ICB comprising the Particulars, the Terms and Conditions, the Schedules and the Mandated Guidance;
“Agreement Representatives”	means the ICB Representative and the NHS England Representative as set out in the Particulars or such person identified to the other Party from time to time as the relevant representative;
“Annual Allocation”	means the funds allocated to the ICB annually under section 223G of the NHS Act;
“Area”	means the geographical area covered by the ICB;
“Assurance Processes”	has the definition given in paragraph 3.1 of Schedule 3;
“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;
“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 (i) 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 (ii) 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;
“Clinical Commissioning Policies”	means a nationally determined clinical policy setting out the commissioning position on a particular clinical treatment issue and defines accessibility (including a not for routine commissioning position) of a medicine, medical device, diagnostic technique, surgical procedure or intervention for patients with a condition requiring a specialised service;
“Clinical Reference Groups”	means a group consisting of clinicians, commissioners, public health experts, patient and public voice representatives and professional associations, which offers specific knowledge and expertise on the best ways that Specialised Services should be provided;
“Collaborative Commissioning Agreement”	means an agreement under which NHS Commissioners set out collaboration arrangements in respect of commissioning Specialised Services Contracts;
“Commissioning Functions”	means the respective statutory functions of the Parties in arranging for the provision of services as part of the health service;
“Commissioning Team”	means those Specialised Services Staff that support the commissioning of Delegated Services immediately prior to this Agreement and, at the point that Staff transfer from NHS England to an identified ICB, it shall mean those NHS England Staff and such other Staff appointed by that ICB to carry out a role in respect of commissioning the Delegated Services;
“Commissioning Team Arrangements”	means the arrangements through which the services of a Commissioning Team are made available to another NHS body for the purposes of commissioning the Delegated Services;

“Complaints Sharing Protocol”	has the definition given in paragraph 7.5 of Schedule 3;
“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;
“Contracts”	means any contract or arrangement in respect of the commissioning of any of the Delegated Services;
“Contracting Standard Operating Procedure”	means the Contracting Standard Operating Procedure produced by NHS England in respect of the Delegated Services;
“Contractual Notice”	means a contractual notice issued by NHS England to the ICB, from time to time and relating to allocation of contracts for the purposes of the Delegated Functions;
“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 Protection Impact Assessment”	means an assessment to identify and minimise the data protection risks in relation to any data sharing proposals;
“Data Protection Officer”	shall have the same meaning as set out in the Data Protection Legislation;
“Data Processing Agreement”	means a data processing agreement which should be in substantially the same form as a Data Processing Agreement template approved by NHS England;
“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 Sharing Agreement”	means a data sharing agreement which should be in substantially the same form as a Data Sharing Agreement template approved by NHS England;
“Data Subject”	shall have the same meaning as set out in the UK GDPR;
“Delegated Commissioning Group (DCG)”	means the advisory forum in respect of Delegated Services set up by NHS England currently known as the Delegated Commissioning Group for Specialised Services;
“Delegated Functions”	means the statutory 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 Clause 10.2;
“Delegated Services”	means the services set out in Schedule 2 of this Agreement and which may be updated from time to time by NHS England;
“Delegation”	means the delegation of the Delegated Functions from NHS England to the ICB as described at Clause 6.1;
“Developmental Arrangements”	means the arrangements set out in Schedule 9 as amended or replaced;
“Dispute”	a dispute, conflict or other disagreement between the Parties arising out of or in connection with this Agreement;
“Effective Date of Delegation”	means for the Specialised Services set out in Schedule 2, the date set out in Schedule 2 as the date delegation will take effect in respect of that particular Specialised Service and for any future delegations means the date agreed by the parties as the date that the delegation will take effect;
“EIR”	means the Environmental Information Regulations 2004;
“Escalation Rights”	means the escalation rights as defined in Clause 15 (<i>Escalation Rights</i>);
“Finance Guidance”	means the guidance, rules and operating procedures produced by NHS England that relate to these delegated arrangements, including but not limited to the following: <ul style="list-style-type: none"> - Commissioning Change Management Business Rules; - Contracting Standard Operating Procedure; - Cashflow Standard Operating Procedure; - Finance and Accounting Standard Operating Procedure;

- Service Level Framework Guidance;

“Financial Year”	shall bear the same meaning as in section 275 of the NHS Act;
“FOIA”	means the Freedom of Information Act 2000;
“Further Arrangements”	means arrangements for the exercise of Delegated Functions as defined at Clause 12;
“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;
“High Cost Drugs”	means medicines not reimbursed though national prices and identified on the NHS England high cost drugs list;
“Host ICB”	means the ICB that employs the Commissioning Team as part of the Commissioning Team Arrangements;
“ICB”	means an Integrated Care Board established pursuant to section 14Z25 of the NHS Act and named in the Particulars;
“ICB Collaboration Arrangement”	means an arrangement entered into by the ICB and at least one other ICB under which the parties agree joint working arrangements in respect of the exercise of the Delegated Functions;
“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;
“ICB Functions”	the Commissioning Functions of the ICB;
“Information Governance Guidance for Serious Incidents”	means the checklist Guidance for Reporting, Managing and Investigating Information Governance and Cyber Security Serious Incidents Requiring Investigation’ (2015) as may be amended or replaced;
“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);

“IPR”	means intellectual property rights and includes 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 Terms”	means the terms set out in Schedule 8 (<i>Local Terms</i>) and/or such other Schedule or part thereof as designated as Local Terms;
“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/publication/managing-conflicts-of-interest-in-the-nhs-guidance-for-staff-and-organisations/ ;
“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 as Mandated Guidance from time to time, in accordance with Clause 7.34 which at the Effective Date of Delegation shall include the Mandated Guidance set out in Schedule 7;
“National Commissioning Group (NCG)”	means the advisory forum in respect of the Retained Services currently known as the National Commissioning Group for Specialised, Health and Justice and Armed Forces Services;
“National Standards”	means the service standards for each Specialised Service, as set by NHS England and included in Clinical Commissioning Policies or National Specifications;
“National Specifications”	the service specifications published by NHS England in respect of Specialised Services;
“Need to Know”	has the meaning set out in paragraph 1.2 of Schedule 6 (<i>Further Information Governance, Sharing and Processing Provisions</i>);
“NICE Regulations”	means the National Institute for Health and Care Excellence (Constitution and Functions) and the Health and Social Care Information Centre (Functions) Regulations 2013 as amended or replaced;
“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 and other legislation from time to time);

“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 Digital Data Security and Protection Toolkit”	means the toolkit published by NHS Digital and available on the NHS Digital website at: https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/data-security-and-protection-toolkit ;
“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;
“NHS England Functions”	means all functions of NHS England as set out in legislation excluding any functions that have been expressly delegated;
“Non-Personal Data”	means data which is not Personal Data;
“Operational Days”	a day other than a Saturday, Sunday, Christmas Day, Good Friday or a bank holiday in England;
“Oversight Framework”	means the NHS Oversight Framework, as may be amended or replaced from time to time, and any relevant associated Guidance published by NHS England;
“Party/Parties”	means a party or both parties to this Agreement;
“Patient Safety Incident Response Framework”	means the framework published by NHS England and made available on the NHS England website at: https://www.england.nhs.uk/patient-safety/incident-response-framework/ ;
“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;
“Population”	means, in relation to any particular delegated service, the group of people for which the ICB would have the duty to arrange for the provision of that service under section 3 of the NHS Act (hospital and other services), if it was not a service which NHS England had a duty to arrange under its Specialised Commissioning Functions;

For guidance on the persons for whom an ICB is responsible for arranging services see *Who Pays? Determining which NHS commissioner is responsible for commissioning healthcare services and making payments to providers*;

“Prescribed Specialised Services Manual”

means the document which may be amended or replaced from time to time which is currently known as the prescribed specialised services manual which describes how NHS England and ICBs commission specialised services and sets out the identification rules which describe how NHS England and ICBs identify Specialised Services activity within data flows;

“Provider Collaborative”

means a group of Specialised Service Providers who have agreed to work together to improve the care pathway for one or more Specialised Services;

“Provider Collaborative Guidance”

means the guidance published by NHS England in respect of Provider Collaboratives;

“Prohibited Act”

means the ICB:

- (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;

“Regional Quality Group”

means a group set up to act as a strategic forum at which regional partners from across health and social care can share, identify and mitigate wider regional quality risks and concerns as well as share learning so that quality improvement and best practice can be replicated;

“Regulatory or Supervisory Body”

means any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Party and/or Staff must comply or to which it or they must have regard, including:

- (i) CQC;
- (ii) NHS England;
- (iii) the Department of Health and Social Care;
- (iv) the National Institute for Health and Care Excellence;
- (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 Clinical Networks”	means those clinical networks identified by NHS England as required to support the commissioning of Specialised Services for the Population;
“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 statutory functions of NHS England that it has not delegated to the ICB including but not limited to those set out in the Schedules to this Agreement;
“Retained Services”	means those Specialised Services for which NHS England shall retain commissioning responsibility, as set out in Schedule 5;
“Secretary of State”	means the Secretary of State for Health and Social Care;
“Shared Care Arrangements”	means arrangements put in place to support patients receiving elements of their care closer to home, whilst still ensuring that they have access to the expertise of a specialised centre and that care is delivered in line with the expectation of the relevant National Specification;
“Single Point of Contact”	means the member of Staff appointed by each relevant Party in accordance with Paragraph 9.6 of Schedule 6;
“Special Category Personal Data”	shall have the same meaning as in UK GDPR;
“Specialised Commissioning Budget”	means the budget identified by NHS England for the purpose of exercising the Delegated Functions;
“Specialised Commissioning Functions”	means the statutory functions conferred on NHS England under Section 3B of the NHS Act and Regulation 11 and Schedule 4 of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012/2996 (as amended or replaced);
“Specialised Services”	means the services commissioned in exercise of the Specialised Commissioning Functions;

“Specialised Services Contract”	means a contract for the provision of Specialised Services entered into in the exercise of the Specialised Commissioning Functions;
“Specialised Services Provider”	means a provider party to a Specialised Services Contract;
“Specialised Services Staff”	means the Staff or roles identified as carrying out the Delegated Functions immediately prior to the date of this Agreement;
“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 Error! Reference source not found. of Schedule 6 (<i>Further Information Governance, Sharing and Processing 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;
“Sub-Delegate”	shall have the meaning in Clause 12.2;
“System Quality Group”	means a group set up to identify and manage concerns across the local system. The system quality group shall act as a strategic forum at which partners from across the local health and social care footprint can share issues and risk information to inform response and management, identify and mitigate quality risks and concerns as well as share learning and best practice;
“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 26.5.

SCHEDULE 2: Delegated Services

Delegated Services

NHS England delegates to the ICB the statutory function for commissioning the Specialised Services set out in this Schedule 2 (*Delegated Services*) subject to the reservations set out in Schedule 4 (*Reserved Functions*) and the provisions of any Developmental Arrangements set out in Schedule 9.

The list of Delegated Services set out in Schedule 2 of this Agreement contains two categories of service: the first is drawn from the Prescribed Specialised Services (PSS) Manual and aligns to Schedule 4 of the 2012 Standing Rules Regulations; the second is the sub-service line codes that NHS England has introduced over time to assist in the commissioning of Specialised Services. From time-to-time, NHS England will amend the list of sub-service line codes, either to repurpose, remove or add a code.

This is done to support in the management of finances, activity or for other administrative reasons; or to support transformational work that may be ongoing in the service area that requires a sub-service line code to track and manage funding and activity. The intention is that any changes will be supportive of ICBs' commissioning responsibilities, and that there will be a small number of changes in the Delegated Services sub-service line codes in any one year.

All future changes to sub-service line codes relating to Delegated Services will be developed with ICBs. ICBs will be engaged and have the opportunity to provide comment on the proposed change before it is made. Changes to the sub-service line codes will be discussed at and agreed by the Delegated Commissioning Group, hosted by NHS England and attended by ICB representatives. If changes are agreed, the latest lists will be made available on the NHS England website here [\[NHS England » NHS England service codes by year 2024/25\]](#) and a more detailed version on the Future NHS site here [\[Service Portfolio Analysis - Integrating specialised services within Integrated Care Systems - FutureNHS Collaboration Platform\]](#).

The PSS Manual Lines in Schedule 2 of the Agreement, which derive from the 2012 Standing Rules Regulations, will not be altered unless there is a decision of the NHS England Board, which will necessitate wider engagement with ICBs and stakeholders.

The following Specialised Services will be delegated to the ICB on 1 April 2025:

PSS Manual Line	PSS Manual Line Description	Service Line Code	Service Line Description
2	Adult congenital heart disease services	13X	Adult congenital heart disease services (non-surgical)
		13Y	Adult congenital heart disease services (surgical)
3	Adult specialist pain management services	31Z	Adult specialist pain management services
4	Adult specialist respiratory services	29M	Interstitial lung disease (adults)
		29S	Severe asthma (adults)
		29L	Lung volume reduction (adults)
		29V	Complex home ventilation (adults)
5	Adult specialist rheumatology services	26Z	Adult specialist rheumatology services

PSS Manual Line	PSS Manual Line Description	Service Line Code	Service Line Description
		34R	Orthopaedic revision (adults)
15	Adult specialist renal services	11B	Renal dialysis
		11C	Access for renal dialysis
		11T	Renal Transplantation
16	Adult specialist services for people living with HIV	14A	Adult specialised services for people living with HIV
17	Adult specialist vascular services	30Z	Adult specialist vascular services
18	Adult thoracic surgery services	29B	Complex thoracic surgery (adults)
		29Z	Adult thoracic surgery services: outpatients
29	Haematopoietic stem cell transplantation services (adults and children)	02Z	Haematopoietic stem cell transplantation services (adults and children)
		ECP	Extracorporeal photopheresis service (adults and children)
30	Bone conduction hearing implant services (adults and children)	32B	Bone anchored hearing aids service
		32D	Middle ear implantable hearing aids service
32	Children and young people's inpatient mental health service	23K	Tier 4 CAMHS (general adolescent inc eating disorders) MHLDA PC
		23L	Tier 4 CAMHS (low secure) MHLDA PC
		23O	Tier 4 CAMHS (PICU) MHLDA PC
		23U	Tier 4 CAMHS (LD) MHLDA PC
		23V	Tier 4 CAMHS (ASD) MHLDA PC
35	Cleft lip and palate services (adults and children)	15Z	Cleft lip and palate services (adults and children)
36	Cochlear implantation services (adults and children)	32A	Cochlear implantation services (adults and children)
40	Complex spinal surgery services (adults and children)	06Z	Complex spinal surgery services (adults and children)
		08Z	Complex neuro-spinal surgery services (adults and children)
45	Cystic fibrosis services (adults and children)	10Z	Cystic fibrosis services (adults and children)
54	Fetal medicine services (adults and adolescents)	04C	Fetal medicine services (adults and adolescents)
58	Specialist adult gynaecological surgery and urinary surgery services for females	04A	Severe Endometriosis
		04D	Complex urinary incontinence and genital prolapse
58A	Specialist adult urological surgery services for men	41P	Penile implants
		41S	Surgical sperm removal
		41U	Urethral reconstruction
59	Specialist allergy services (adults and children)	17Z	Specialist allergy services (adults and children)
61	Specialist dermatology services (adults and children)	24Z	Specialist dermatology services (adults and children)
62	Specialist metabolic disorder services (adults and children)	36Z	Specialist metabolic disorder services (adults and children)
63	Specialist pain management services for children	23Y	Specialist pain management services for children
64	Specialist palliative care services for children and young adults	E23	Specialist palliative care services for children and young adults
65	Specialist services for adults with infectious diseases	18A	Specialist services for adults with infectious diseases

PSS Manual Line	PSS Manual Line Description	Service Line Code	Service Line Description
		18E	Specialist Bone and Joint Infection (adults)
72	Major trauma services (adults and children)	34T	Major trauma services (adults and children)
78	Neuropsychiatry services (adults and children)	08Y	Neuropsychiatry services (adults and children)
83	Paediatric cardiac services	23B	Paediatric cardiac services
94	Radiotherapy services (adults and children)	01R	Radiotherapy services (Adults)
		51R	Radiotherapy services (Children)
		01S	Stereotactic Radiosurgery / radiotherapy
98	Specialist secure forensic mental health services for young people	24C	FCAMHS MHLDA PC
103A	Specialist adult haematology services	03C	Castleman disease
105	Specialist cancer services (adults)	01C	Chemotherapy
		01J	Anal cancer (adults)
		01K	Malignant mesothelioma (adults)
		01M	Head and neck cancer (adults)
		01N	Kidney, bladder and prostate cancer (adults)
		01Q	Rare brain and CNS cancer (adults)
		01U	Oesophageal and gastric cancer (adults)
		01V	Biliary tract cancer (adults)
		01W	Liver cancer (adults)
		01X	Penile cancer (adults)
		01Y	Cancer Outpatients (adults)
		01Z	Testicular cancer (adults)
		04F	Gynaecological cancer (adults)
		19V	Pancreatic cancer (adults)
		19C	Biliary tract cancer surgery (adults)
		19M	Liver cancer surgery (adults)
		19Q	Pancreatic cancer surgery (adults)
		24Y	Skin cancer (adults)
		29E	Management of central airway obstruction (adults)
		51A	Interventional oncology (adults)
		51B	Brachytherapy (adults)
		51C	Molecular oncology (adults)
		61M	Head and neck cancer surgery (adults)
61Q	Ophthalmic cancer surgery (adults)		
61U	Oesophageal and gastric cancer surgery (adults)		
61Z	Testicular cancer surgery (adults)		
33C	Transanal endoscopic microsurgery (adults)		
33D	Distal sacrectomy for advanced and recurrent rectal cancer (adults)		
106	Specialist cancer services for children and young adults	01T	Teenage and young adult cancer
		23A	Children's cancer
106A	Specialist colorectal surgery services (adults)	33A	Complex surgery for faecal incontinence (adults)
		33B	Complex inflammatory bowel disease (adults)
107	Specialist dentistry services for children	23P	Specialist dentistry services for children
108	Specialist ear, nose and throat services for children	23D	Specialist ear, nose and throat services for children
109	Specialist endocrinology services for children	23E	Specialist endocrinology and diabetes services for children

PSS Manual Line	PSS Manual Line Description	Service Line Code	Service Line Description
110	Specialist gastroenterology, hepatology and nutritional support services for children	23F	Specialist gastroenterology, hepatology and nutritional support services for children
112	Specialist gynaecology services for children	73X	Specialist paediatric surgery services - gynaecology
113	Specialist haematology services for children	23H	Specialist haematology services for children
114	Specialist haemoglobinopathy services (adults and children)	38S	Sickle cell anaemia (adults and children)
		38T	Thalassemia (adults and children)
115	Specialist immunology services for adults with deficient immune systems	16X	Specialist immunology services for adults with deficient immune systems
115A	Specialist immunology services for children with deficient immune systems	16Y	Specialist immunology services for children with deficient immune systems
115B	Specialist maternity care for adults diagnosed with abnormally invasive placenta	04G	Specialist maternity care for women diagnosed with abnormally invasive placenta
118	Neonatal critical care services	NIC	Specialist neonatal care services
119	Specialist neuroscience services for children	23M	Specialist neuroscience services for children
		07Y	Paediatric neurorehabilitation
		08J	Selective dorsal rhizotomy
120	Specialist ophthalmology services for children	23N	Specialist ophthalmology services for children
121	Specialist orthopaedic services for children	23Q	Specialist orthopaedic services for children
122	Paediatric critical care services	PIC	Specialist paediatric intensive care services
124	Specialist perinatal mental health services (adults and adolescents)	22P	Specialist perinatal mental health services (adults and adolescents) MHLDA PC
125	Specialist plastic surgery services for children	23R	Specialist plastic surgery services for children
126	Specialist rehabilitation services for patients with highly complex needs (adults and children)	07Z	Specialist rehabilitation services for patients with highly complex needs (adults and children)
127	Specialist renal services for children	23S	Specialist renal services for children
128	Specialist respiratory services for children	23T	Specialist respiratory services for children
129	Specialist rheumatology services for children	23W	Specialist rheumatology services for children
130	Specialist services for children with infectious diseases	18C	Specialist services for children with infectious diseases
131	Specialist services for complex liver, biliary and pancreatic diseases in adults	19L	Specialist services for complex liver diseases in adults
		19P	Specialist services for complex pancreatic diseases in adults
		19Z	Specialist services for complex liver, biliary and pancreatic diseases in adults
		19B	Specialist services for complex biliary diseases in adults
132	Specialist services for haemophilia and other related bleeding disorders (adults and children)	03X	Specialist services for haemophilia and other related bleeding disorders (Adults)
		03Y	Specialist services for haemophilia and other related bleeding disorders (Children)
134	Specialist services to support patients with complex physical disabilities (excluding wheelchair services) (adults and children)	05C	Specialist augmentative and alternative communication aids (adults and children)
		05E	Specialist environmental controls (adults and children)

PSS Manual Line	PSS Manual Line Description	Service Line Code	Service Line Description
		05P	Prosthetics (adults and children)
135	Specialist paediatric surgery services	23X	Specialist paediatric surgery services - general surgery
136	Specialist paediatric urology services	23Z	Specialist paediatric urology services
139A	Specialist morbid obesity services for children	35Z	Specialist morbid obesity services for children
139AA	Termination services for patients with medical complexity and or significant co-morbidities requiring treatment in a specialist hospital	04P	Termination services for patients with medical complexity and or significant co-morbidities requiring treatment in a specialist hospital
ACC	Adult Critical Care	ACC	Adult critical care

SCHEDULE 3: Delegated Functions

22 Introduction

- 22.1 Subject to the reservations set out in Schedule 4 (*Reserved Functions*) and the provisions of any Developmental Arrangements, NHS England delegates to the ICB the statutory function for commissioning the Delegated Services. This Schedule 3 sets out the key powers and duties that the ICB will be required to carry out in exercise of the Delegated Functions being, in summary:
- 22.1.1 decisions in relation to the commissioning and management of Delegated Services;
 - 22.1.2 planning Delegated Services for the Population, including carrying out needs assessments;
 - 22.1.3 undertaking reviews of Delegated Services in respect of the Population;
 - 22.1.4 supporting the management of the Specialised Commissioning Budget;
 - 22.1.5 co-ordinating a common approach to the commissioning and delivery of Delegated Services with other health and social care bodies in respect of the Population where appropriate; and
 - 22.1.6 such other ancillary activities that are necessary to exercise the Specialised Commissioning Functions.
- 22.2 When exercising the Delegated Functions, ICBs are not acting on behalf of NHS England but acquire rights and incur any liabilities in exercising the functions.

23 General Obligations

- 23.1 The ICB is responsible for planning the commissioning of the Delegated Services in accordance with this Agreement. This includes ensuring at all times that the Delegated Services are commissioned in accordance with the National Standards.
- 23.2 The ICB shall put in place arrangements for collaborative working with other ICBs in accordance with Clause 8 (*Requirement for ICB Collaboration Arrangement*).
- 23.3 The Developmental Arrangements set out in Schedule 9 shall apply.

Specific Obligations

24 Assurance and Oversight

- 24.1 The ICB must at all times operate in accordance with:
- 24.1.1 the Oversight Framework published by NHS England;
 - 24.1.2 any national oversight and/or assurance guidance in respect of Specialised Services and/or joint working arrangements; and
 - 24.1.3 any other relevant NHS oversight and assurance guidance;

collectively known as the “Assurance Processes”.

24.2 The ICB must:

- 24.2.1 develop and operate in accordance with mutually agreed ways of working in line with the Assurance Processes;
- 24.2.2 oversee the provision of Delegated Services and the outcomes being delivered for its Population in accordance with the Assurance Processes;
- 24.2.3 assure that Specialised Service Providers are meeting, or have an improvement plan in place to meet, National Standards;
- 24.2.4 provide any information and comply with specific actions in relation to the Delegated Services, as required by NHS England, including metrics and detailed reporting.

25 Attendance at governance meetings

- 25.1 The ICB must ensure that there is appropriate representation at forums established through the ICB Collaboration Arrangement.
- 25.2 The ICB must ensure that an individual(s) has been nominated to represent the ICB at the Delegated Commissioning Group (DCG) and regularly attends that group. This could be a single representative on behalf of the members of an ICB Collaboration Arrangement. Where that representative is not an employee of the ICB, the ICB must have in place appropriate arrangements to enable the representative to feedback to the ICB.
- 25.3 The ICB should also ensure that they have a nominated representative with appropriate subject matter expertise to attend National Standards development forums as requested by NHS England. This could be a single representative on behalf of the members of an ICB Collaboration Arrangement. Where that representative is not an employee of the ICB, the ICB must have in place appropriate arrangements to enable the representative to feedback to the ICB.

26 Clinical Leadership and Clinical Reference Groups

- 26.1 The ICB shall support the development of clinical leadership and expertise at a local level in respect of Specialised Services.
- 26.2 The ICB shall support local and national groups including Relevant Clinical Networks and Clinical Reference Groups that are involved in developing Clinical Commissioning Policies, National Specifications, National Standards and knowledge around Specialised Services.

27 Clinical Networks

- 27.1 The ICB shall participate in the planning, governance and oversight of the Relevant Clinical Networks, including involvement in agreeing the annual plan for each Relevant Clinical Network. The ICB shall seek to align the network priorities with system priorities and to ensure that the annual plan for the Relevant Clinical Network reflects local needs and priorities.
- 27.2 The ICB will be involved in the development and agreement of a single annual plan for the Relevant Clinical Network.

- 27.3 The ICB shall monitor the implementation of the annual plan and receive an annual report from the Relevant Clinical Network that considers delivery against the annual plan.
- 27.4 The ICB shall actively support and participate in dialogue with Relevant Clinical Networks and shall ensure that there is a clear and effective mechanism in place for giving and receiving information with the Relevant Clinical Networks including network reports.
- 27.5 The ICB shall support NHS England in the management of Relevant Clinical Networks.
- 27.6 The ICB shall actively engage and promote Specialised Service Provider engagement in appropriate Relevant Clinical Networks.
- 27.7 Where a Relevant Clinical Network identifies any concern, the ICB shall seek to consider and review that concern as soon as is reasonably practicable and take such action, if any, as it deems appropriate.
- 27.8 The ICB shall ensure that network reports are considered where relevant as part of exercising the Delegated Functions.

28 Complaints

- 28.1 This part (*Complaints*) applies from the Effective Date of Delegation or the date on which the Commissioning Team is transferred to the relevant Host ICB (whichever is the later) (“the Applicable Date”).
- 28.2 The ICB will be responsible for all complaints in respect of the Delegated Services that are received from the Applicable Date, regardless of whether the circumstances to which the complaint relates occurred prior to the Applicable Date.
- 28.3 For the avoidance of doubt, NHS England will retain responsibility for all complaints in respect of the Delegated Services that were received prior to the Applicable Date.
- 28.4 At all times the ICB shall operate in accordance with the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009 and shall co-operate with other ICBs to ensure that complaints are managed effectively.
- 28.5 Where NHS England has provided the ICB with a protocol for sharing complaints in respect of any or all Specialised Services then those provisions shall apply and are deemed to be part of this Agreement (the “Complaints Sharing Protocol”).
- 28.6 The ICB shall:
 - 28.6.1 work with local organisations, including other ICBs that are party to the ICB Collaboration Arrangement or Commissioning Team, to ensure that arrangements are in place for the management of complaints in respect of the Delegated Services.
 - 28.6.2 consider, in the context of the ICB Collaboration Arrangement for the commissioning of the Delegated Services and employment arrangements for the Commissioning Team, whether it is best placed to manage the complaint, or whether it should be transferred to another ICB that is better placed to affect change.
 - 28.6.3 provide the relevant individuals at NHS England with appropriate access to complaints data held by the ICB that is necessary to carry out the complaints function as set out in the Complaints Sharing Protocol.

- 28.6.4 Provide such information relating to key performance indicators (“KPIs”) as is requested by NHS England.
- 28.6.5 co-operate with NHS England in respect of the review of complaints related to the Delegated Services and shall, on request, share any learning identified in carrying out the complaints function.
- 28.6.6 take part in any peer review process put in place in respect of the complaints function.

29 Commissioning and optimisation of High Cost Drugs

- 29.1 The ICB must support the effective and efficient commissioning of High Cost Drugs for Delegated Services.
- 29.2 The ICB must support NHS England in its responsibility for the financial management and reimbursement of High Cost Drugs for Specialised Services. The ICB and NHS England must agree the support to be provided. The support must be set out in writing and may include staffing, processes, reporting, prescribing analysis and oversight arrangements, but is not limited to these matters.
- 29.3 The ICB must ensure equitable access to High Cost Drugs used within the Delegated Services that may be impacted by health inequalities and develop a strategy for delivering equitable access.
- 29.4 The ICB must develop and implement Shared Care Arrangements across the Area of the ICB.
- 29.5 The ICB must provide clinical and commissioning leadership in the commissioning and management of High Cost Drugs.
- 29.6 The ICB must ensure:
 - 29.6.1 safe and effective use of High Cost Drugs in line with national Clinical Commissioning Policies, NICE technology appraisal or highly specialised technologies guidance;
 - 29.6.2 effective introduction of new medicines;
 - 29.6.3 compliance with all NHS England commercial processes and frameworks for High Cost Drugs;
 - 29.6.4 Specialised Services Providers adhere to all NHS England commercial processes and frameworks for High Cost Drugs;
 - 29.6.5 appropriate use of Shared Care Arrangements, ensuring that they are safe and well monitored; and
 - 29.6.6 consistency of prescribing and unwarranted prescribing variation are addressed.
- 29.7 The ICB must engage in the development, implementation and monitoring of initiatives that enable use of better value medicines. Such schemes include those at a local, regional or national level.
- 29.8 Where the relevant pharmacy teams have transferred to the ICB or Host ICB, the ICB must provide:

- 29.8.1 support to prescribing networks and forums, including but not limited to, Immunoglobulin Assessment panels, prescribing networks and medicines optimisation networks;
- 29.8.2 expert medicines advice and input into the Individual Funding Request process for Delegated Services;
- 29.8.3 advice and input to national procurement and other commercial processes relating to medicines and High Cost Drugs (for example, arrangements for Homecare);
- 29.8.4 advice and input to NHS England policy development relating to medicines and High Cost Drugs.

30 Contracting

- 30.1 The ICB shall be responsible for ensuring appropriate arrangements are in place for the commissioning of the Delegated Services which for the avoidance of doubt includes:
 - 30.1.1 co-ordinating or collaborating in the award of appropriate Specialised Service Contracts;
 - 30.1.2 drafting of the contract schedules so that it reflects Mandatory Guidance, National Specifications and any specific instructions from NHS England; and
 - 30.1.3 management of Specialised Services Contracts.
- 30.2 The ICB must comply with the Contracting Standard Operating Procedure issued by NHS England.
- 30.3 In relation to the contracting for NHS England Retained Services where the ICB has agreed to act as the co-ordinating commissioner, to implement NHS England's instructions in relation to those Retained Services and, where appropriate, put in place a Collaborative Commissioning Agreement with NHS England as a party.

31 Data Management and Analytics

- 31.1 The ICB shall:
 - 31.1.1 lead on standardised collection, processing, and sharing of data for Delegated Services in line with broader NHS England, Department of Health and Social Care and government data strategies;
 - 31.1.2 lead on the provision of data and analytical services to support commissioning of Delegated Services;
 - 31.1.3 ensure collaborative working across partners on agreed programmes of work focusing on provision of pathway analytics;
 - 31.1.4 share expertise and existing reporting tools with partner ICBs in the ICB Collaboration Arrangement;
 - 31.1.5 ensure interpretation of data is made available to NHS England and other ICBs within the ICB Collaboration Arrangement;

31.1.6 ensure data and analytics teams within ICBs and NHS England work collaboratively on jointly agreed programmes of work focusing on provision of pathway analytics;

31.2 The ICB must ensure that the data reporting and analytical frameworks, as set out in Mandated Guidance or as otherwise required by NHS England, are in place to support the commissioning of the Delegated Services.

32 Finance

32.1 The provisions of Clause 10 (*Finance*) of this Agreement set out the financial requirements in respect of the Delegated Functions.

33 Freedom of Information and Parliamentary Requests

33.1 The ICB shall lead on the handling, management and response to all Freedom of Information and parliamentary correspondence relating to Delegated Services.

34 Incident Response and Management

34.1 The ICB shall:

34.1.1 lead on local incident management for Delegated Services as appropriate to the stated incident level;

34.1.2 support national and regional incident management relating to Specialised Services; and

34.1.3 ensure surge events and actions relating to Specialised Services are included in ICB escalation plans.

34.2 In the event that an incident is identified that has an impact on the Delegated Services (such as potential failure of a Specialised Services Provider), the ICB shall fully support the implementation of any requirements set by NHS England around the management of such incident and shall provide full co-operation to NHS England to enable a co-ordinated national approach to incident management. NHS England retains the right to take decisions at a national level where it determines this is necessary for the proper management and resolution of any such incident and the ICB shall be bound by any such decision.

35 Individual Funding Requests

35.1 The ICB shall provide any support required by NHS England in respect of determining an Individual Funding Request and shall implement the decision of the Individual Funding Request panel.

36 Innovation and New Treatments

36.1 The ICB shall support local implementation of innovative treatments for Delegated Services.

37 Mental Health, Learning Disability and Autism Specialised Services

37.1 The ICB will oversee the lead provider contract(s) relating to mental health, learning disability and autism (MHLDA) Provider Collaboratives that are transferred to the ICB on 1 April 2025 by NHS England. This includes complying with all terms and conditions of the contract(s), including in respect of notice periods and extensions.

- 37.2 If the ICB proposes to terminate a MHLDA lead provider contract before the end of its term, it must seek written approval from NHS England in advance.
- 37.3 In the performance of its commissioning responsibilities for MHLDA Specialised Services, the ICB shall:
 - 37.3.1 Have regard to any commissioning guidance relating to MHLDA Specialised Services issued by NHS England;
 - 37.3.2 Comply with the requirements of the Mental Health Investment Standard and related guidance issued by NHS England;
 - 37.3.3 Generally have regard to the need to commission MHLDA Specialised Services for the ICB's Population in such a manner as to ensure safe, efficient and effective services, across appropriate geographies, and which may require partnership working across other ICB or other organisational boundaries.
 - 37.3.4 Ensure that its case management function will work collaboratively across Delegated Services and Retained Services to support the oversight and progression of individual patient care, including the movement across elements of the care pathway.

38 Provider Selection and Procurement

- 38.1 The ICB shall:
 - 38.1.1 run appropriate local provider selection and procurement processes for Delegated Services;
 - 38.1.2 align all procurement processes with any changes to national procurement policy (for example new legislation) for Delegated Services;
 - 38.1.3 support NHS England with national procurements where required with subject matter expertise on provider engagement and provider landscape; and
 - 38.1.4 monitor and provide advice, guidance and expertise to NHS England on the overall provider market and provider landscape.
- 38.2 In discharging these responsibilities, the ICB must comply at all times with Law and any relevant Guidance including but not limited to Mandated Guidance; any applicable procurement law and Guidance on the selection of, and award of contracts to, providers of healthcare services.
- 38.3 When the ICB makes decisions in connection with the awarding of Specialised Services Contracts, it should ensure that it can demonstrate compliance with requirements for the award of such Contracts, including that the decision was:
 - 38.3.1 made in the best interest of patients, taxpayers and the Population;
 - 38.3.2 robust and defensible, with conflicts of interests appropriately managed;
 - 38.3.3 made transparently; and
 - 38.3.4 compliant with relevant Guidance and legislation.

39 Quality

- 39.1 The ICB must ensure that appropriate arrangements for quality oversight are in place. This must include:
- 39.1.1 clearly defined roles and responsibilities for ensuring governance and oversight of Delegated Services;
 - 39.1.2 defined roles and responsibilities for ensuring robust communication and appropriate feedback, particularly where Delegated Services are commissioned through an arrangement with one or more other ICBs;
 - 39.1.3 working with providers and partner organisations to address any issues relating to Delegated Services and escalate appropriately if such issues cannot be resolved;
 - 39.1.4 developing and standardising processes that align with regional systems to ensure oversight of the quality of Delegated Services, and participating in local System Quality Groups and Regional Quality Groups, or their equivalent;
 - 39.1.5 ensuring processes are robust and concerns are identified, mitigated and escalated as necessary;
 - 39.1.6 ensuring providers are held to account for delivery of safe, patient-focused and quality care for Delegated Services, including mechanisms for monitoring patient complaints, concerns and feedback; and
 - 39.1.7 the implementation of the Patient Safety Incident Response Framework for the management of incidents and serious events, appropriate reporting of any incidents, undertaking any appropriate patient safety incident investigation and obtaining support as required.
- 39.2 The ICB must establish a plan to ensure that the quality of the Delegated Services is measured consistently, using nationally and locally agreed metrics triangulated with professional insight and soft intelligence.
- 39.3 The ICB must ensure that the oversight of the quality of the Delegated Services is integrated with wider quality governance in the local system and aligns with the NHS England National Quality Board's recommended quality escalation processes.
- 39.4 The ICB must ensure that there is a System Quality Group (or equivalent) to identify and manage concerns across the local system.
- 39.5 The ICB must ensure that there is appropriate representation at any Regional Quality Groups or their equivalent.
- 39.6 The ICB must have in place all appropriate arrangements in respect of child and adult safeguarding and comply with all relevant Guidance.

40 Service Planning and Strategic Priorities

- 40.1 The ICB is responsible for setting local commissioning strategy, policy and priorities and planning for and carrying out needs assessments for the Delegated Services.
- 40.2 In planning, commissioning and managing the Delegated Services, the ICB must have processes in place to assess and monitor equitable patient access, in accordance with

the access criteria set out in Clinical Commissioning Policies and National Specifications, taking action to address any apparent anomalies.

- 40.3 The ICB must ensure that it works with Specialised Service Providers and Provider Collaboratives to translate local strategic priorities into operational outputs for Delegated Services.
- 40.4 The ICB shall provide input into any consideration by NHS England as to whether the commissioning responsibility in respect of any of the Retained Services should be delegated.

41 National Standards, National Specifications and Clinical Commissioning Policies

- 41.1 The ICB shall provide input into national decisions on National Standards and national transformation regarding Delegated Services through attendance at governance meetings.
- 41.2 The ICB shall facilitate engagement with local communities on National Specification development.
- 41.3 The ICB must comply with the National Specifications and relevant Clinical Commissioning Policies and ensure that all clinical Specialised Services Contracts accurately reflect Clinical Commissioning Policies and include the relevant National Specification, where one exists in relation to the relevant Delegated Service.
- 41.4 The ICB must co-operate with any NHS England activities relating to the assessment of compliance against National Standards, including through the Assurance Processes.
- 41.5 The ICB must have appropriate mechanisms in place to ensure National Standards and National Specifications are being adhered to.
- 41.6 Where the ICB has identified that a Specialised Services Provider may not be complying with the National Standards set out in the relevant National Specification, the ICB shall consider the action to take to address this in line with the Assurance Processes.

42 Transformation

- 42.1 The ICB shall:
 - 42.1.1 prioritise pathways and services for transformation according to the needs of its Population and opportunities for improvement in ICB commissioned services and for Delegated Services;
 - 42.1.2 lead ICB and ICB Collaboration Arrangement driven transformation programmes across pathways for Delegated Services;
 - 42.1.3 lead the delivery locally of transformation in areas of national priority (such as Cancer, Mental Health and Learning Disability and Autism), including supporting delivery of commitments in the NHS Long Term Plan;
 - 42.1.4 support NHS England with agreed transformational programmes for Retained Services;
 - 42.1.5 support NHS England with agreed transformational programmes and identify future transformation programmes for consideration and prioritisation for Delegated Services where national co-ordination and enablement may support transformation;

- 42.1.6 work collaboratively with NHS England on the co-production and co-design of transformation and improvement interventions and solutions in those areas prioritised; and
- 42.1.7 ensure Relevant Clinical Networks and other clinical networks use levers to facilitate and embed transformation at a local level for Delegated Services.

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SCHEDULE 4: Reserved Functions

Introduction

22. Reserved Functions in Relation to the Delegated Services

- 22.1. In accordance with Clause 6.2 of this Agreement, all functions of NHS England other than those defined as Delegated Functions, are Reserved Functions.
- 22.2. This Schedule sets out further provision regarding the carrying out of the Reserved Functions as they relate to the Delegated Functions.
- 22.3. The ICB will work collaboratively with NHS England and will support and assist NHS England to carry out the Reserved Functions.
- 22.4. The following functions and related activities shall continue to be exercised by NHS England.

23. Retained Services

- 23.1. NHS England shall commission the Retained Services set out in Schedule 5.

24. Reserved Specialised Service Functions

- 24.1. NHS England shall carry out the functions set out in this Schedule 4 in respect of the Delegated Services.

Reserved Functions

25. Assurance and Oversight

- 25.1. NHS England shall:
 - 25.1.1. have oversight of what ICBs are delivering (inclusive of Delegated Services) for their Populations and all patients;
 - 25.1.2. design and implement appropriate assurance of ICBs' exercise of Delegated Functions including the Assurance Processes;
 - 25.1.3. help the ICB to coordinate and escalate improvement and resolution interventions where challenges are identified (as appropriate);
 - 25.1.4. ensure that the NHS England Board is assured that Delegated Functions are being discharged appropriately;
 - 25.1.5. ensure specialised commissioning considerations are appropriately included in NHS England frameworks that guide oversight and assurance of service delivery; and
 - 25.1.6. host a Delegated Commissioning Group ("DCG") that will undertake an assurance role in line with the Assurance Processes. This assurance role shall include assessing and monitoring the overall coherence, stability and sustainability of the commissioning model of Specialised Services at a

national level, including identification, review and management of appropriate cross-ICB risks.

- 25.2. Where an officer or employee of NHS England is performing its Reserved Functions in respect of assurance and oversight, NHS England must ensure that those officers or employees do not hold responsibility for, or undertake any, decision making in respect of the ICB's Delegated Functions.

26. Attendance at governance meetings

- 26.1. NHS England shall ensure that there is appropriate representation in respect of Reserved Functions and Retained Services at local governance forums (for example, the Regional Leadership Team) and at the National Commissioning Group ("NCG").
- 26.2. NHS England shall:
- 26.2.1. ensure that there is appropriate representation by NHS England subject matter expert(s) at National Standards development forums;
 - 26.2.2. ensure there is appropriate attendance by NHS England representatives at nationally led clinical governance meetings; and
 - 26.2.3. co-ordinate, and support key national governance groups.

27. Clinical Leadership and Clinical Reference Groups

- 27.1. NHS England shall be responsible for the following:
- 27.1.1. developing local leadership and support for the ICB relating to Specialised Services;
 - 27.1.2. providing clinical leadership, advice and guidance to the ICB in relation to the Delegated Services;
 - 27.1.3. providing point-of-contact and ongoing engagement with key external bodies, such as interest groups, charities, NICE, DHSC, and Royal Colleges; and enabling access to clinical trials for new treatments and medicines.
- 27.2. NHS England will host Clinical Reference Groups, which will lead on the development and publication of the following for Specialised Services:
- 27.2.1. Clinical Commissioning Policies;
 - 27.2.2. National Specifications, including National Standards for each of the Specialised Services.

28. Clinical Networks

- 28.1. Unless otherwise agreed between the Parties, NHS England shall put in place contractual arrangements and funding mechanisms for the commissioning of the Relevant Clinical Networks.
- 28.2. NHS England shall ensure development of multi-ICB, and multi-region (where necessary) governance and oversight arrangements for Relevant Clinical Networks that give line of sight between all clinical networks and all ICBs whose Population they serve.
- 28.3. NHS England shall be responsible for:
- 28.3.1. developing national policy for the Relevant Clinical Networks;

- 28.3.2. developing and approving the specifications for the Relevant Clinical Networks;
- 28.3.3. maintaining links with other NHS England national leads for clinical networks not focused on Specialised Services;
- 28.3.4. convening or supporting national networks of the Relevant Clinical Networks;
- 28.3.5. agreeing the annual plan for each Relevant Clinical Network with the involvement of the ICB and Relevant Clinical Network, ensuring these reflect national and regional priorities;
- 28.3.6. managing Relevant Clinical Networks jointly with the ICB; and
- 28.3.7. agreeing and commissioning the hosting arrangements of the Relevant Clinical Networks.

29. Complaints

- 29.1. NHS England shall manage all complaints in respect of the Delegated Services that are received prior to the Effective Date of Delegation or the date on which the Commissioning Team is transferred to the Host ICB (whichever is the later).
- 29.2. NHS England shall provide the relevant individuals at the ICB with appropriate access to complaints data held by NHS England that is necessary to carry out the complaints function as set out in the Complaints Sharing Protocol.
- 29.3. NHS England shall manage all complaints in respect of the Retained Services.
- 29.4. NHS England shall set out what information the ICB is required to provide when reporting on the key performance indicators. NHS England should notify the ICB in advance and provide sufficient time to allow compliance.

30. Commissioning and optimisation of High Cost Drugs

- 30.1. Unless otherwise agreed with the ICB, NHS England shall manage a central process for reimbursement of High Costs Drugs for Specialised Services. This may include making reimbursements directly to Specialised Services Providers.
- 30.2. In respect of pharmacy and optimisation of High Cost Drugs, NHS England shall:
 - 30.2.1. where appropriate, ensure that only validated drugs spend is reimbursed, there is timely drugs data and drugs data quality meets the standards set nationally;
 - 30.2.2. support the ICB on strategy for access to medicines used within Delegated Services, minimising barriers to health inequalities;
 - 30.2.3. provide support, as reasonably required, to the ICB to assist it in the commissioning of High Cost Drugs for Delegated Services including shared care agreements;
 - 30.2.4. seek to address consistency of prescribing in line with national commissioning policies, introduction of new medicines, and addressing unwarranted prescribing variation;
 - 30.2.5. develop medicines commissioning policies and criteria for access to medicines within Specialised Services;

- 30.2.6. develop support tools, including prior approval criteria, and frameworks to support the delivery of cost-effective and high quality commissioning of High Cost Drugs;
- 30.2.7. co-ordinate the development, implementation and monitoring of initiatives that enable the use of better value medicines;
- 30.2.8. where appropriate, co-ordinate national procurement or other commercial processes to secure medicines or High Cost Drugs for Specialised Services.

31. Contracting

- 31.1. NHS England shall retain the following obligations in relation to contracting for Delegated Services:
 - 31.1.1. ensure Specialised Services are included in national NHS England contracting and payment strategy (for example, Aligned Payment Incentives);
 - 31.1.2. provide advice for ICBs on schedules to support the Delegated Services;
 - 31.1.3. set, publish or make otherwise available the Contracting Standard Operating Procedure and Mandated Guidance detailing contracting strategy and policy for Specialised Services; and
 - 31.1.4. provide and distribute contracting support tools and templates to the ICB.
- 31.2. In respect of the Retained Services, NHS England shall:
 - 31.2.1. where appropriate, ensure a Collaborative Commissioning Agreement is in place between NHS England and the ICB(s); and
 - 31.2.2. where appropriate, construct model template schedules for Retained Services and issue to ICBs.

32. Data Management and Analytics

- 32.1. NHS England shall:
 - 32.1.1. support the ICB by collaborating with the wider data and analytics network (nationally) to support development and local deployment or utilisation of support tools;
 - 32.1.2. support the ICB to address data quality and coverage needs, accuracy of reporting Specialised Services activity and spend on a Population basis to support commissioning of Specialised Services;
 - 32.1.3. ensure inclusion of Specialised Services data strategy in broader NHS England, DHSC and government data strategies;
 - 32.1.4. lead on defining relevant contractual content of the information schedule (Schedule 6) of the NHS Standard Contract for Clinical Services;
 - 32.1.5. work collaboratively with the ICB to drive continual improvement of the quality and coverage of data used to support commissioning of Specialised Services;
 - 32.1.6. provide a national analytical service to support oversight and assurance of Specialised Services, and support (where required) the national Specialised

Commissioning team, Programmes of Care and Clinical Reference Groups;
and

- 32.1.7. provide access to data and analytic subject matter expertise to support the ICB when considering local service planning, needs assessment and transformation.

33. Finance

- 33.1. The provisions of Clause 10 shall apply in respect of the financial arrangements in respect of the Delegated Functions.
- 33.2. NHS England shall:
 - 33.2.1. hold the budgets for prescribed specialised services top-up payments for specialist centres;
 - 33.2.2. administer the top-up payments schemes; and
 - 33.2.3. make top-up payments to the Specialised Services Providers.
- 33.3. For the avoidance of doubt, the functions set out in 12.2 include top-up payments for the Delegated Services and Retained Services.

34. Freedom of Information and Parliamentary Requests

- 34.1. NHS England shall:
 - 34.1.1. lead on handling, managing and responding to all national FOIA and parliamentary correspondence relating to Retained Services; and
 - 34.1.2. co-ordinate a response when a single national response is required in respect of Delegated Services.

35. Incident Response and Management

- 35.1. NHS England shall:
 - 35.1.1. provide guidance and support to the ICB in the event of a complex incident;
 - 35.1.2. lead on national incident management for Specialised Services as appropriate to stated incident level and where nationally commissioned services are impacted;
 - 35.1.3. lead on monitoring, planning and support for service and operational resilience at a national level and provide support to the ICB; and
 - 35.1.4. respond to specific service interruptions where appropriate; for example, supplier and workforce challenges and provide support to the ICB in any response to interruptions.

36. Individual Funding Requests

- 36.1. NHS England shall be responsible for:
 - 36.1.1. leading on Individual Funding Requests (IFR) policy, IFR governance and managing the IFR process for Delegated Services and Retained Services;
 - 36.1.2. taking decisions in respect of IFRs at IFR Panels for both Delegated Services and Retained Services; and

- 36.1.3. providing expertise for IFR decisions, including but not limited to pharmacy, public health, nursing and medical and quality.

37. Innovation and New Treatments

- 37.1. NHS England shall support the local implementation of innovative treatments for Delegated Services.
- 37.2. NHS England shall ensure services are in place for innovative treatments such as advanced medicinal therapy products recommended by NICE technology appraisals within statutory requirements.
- 37.3. NHS England shall provide national leadership for innovative treatments with significant service impacts including liaison with NICE.

38. Mental Health, Learning Disability and Autism Specialised Services

- 38.1. NHS England shall issue commissioning guidance for MHLDA Specialised Services in relation to the Delegated Services and Retained Services.
- 38.2. NHS England shall prepare and issue National Specifications and Clinical Commissioning Policies for MHLDA Specialised Services.
- 38.3. NHS England will monitor the ICB's compliance with the Mental Health Investment Standard in respect of MHLDA Delegated Services.
- 38.4. NHS England shall ensure that its case management function will work collaboratively across Delegated Services and Retained Services to support the oversight and progression of individual patient care, including the movement across elements of the care pathway.

39. Provider Selection and Procurement

- 39.1. In relation to procurement, NHS England shall be responsible for:
 - 39.1.1. setting standards and agreeing frameworks and processes for provider selections and procurements for Specialised Services;
 - 39.1.2. monitoring and providing advice, guidance and expertise on the overall provider market in relation to Specialised Services; and
 - 39.1.3. where appropriate, running provider selection and procurement processes for Specialised Services.

40. Quality

- 40.1. In respect of quality, NHS England shall:
 - 40.1.1. work with the ICB to ensure oversight of Specialised Services through quality surveillance and risk management and escalate as required;
 - 40.1.2. work with the ICB to seek to ensure that quality and safety issues and risks are managed effectively and escalated to the National Specialised Commissioning Quality and Governance Group (QGG), or other appropriate forums, as necessary;
 - 40.1.3. work with the ICB to seek to ensure that the quality governance and processes for Delegated Services are aligned and integrated with broader clinical quality governance and processes in accordance with National Quality Board Guidance;

- 40.1.4. facilitate improvement when quality issues impact nationally and regionally, through programme support, and mobilising intensive support when required on specific quality issues;
- 40.1.5. provide guidance on quality and clinical governance matters and benchmark available data;
- 40.1.6. support the ICB to identify key themes and trends and utilise data and intelligence to respond and monitor as necessary;
- 40.1.7. report on quality to both NCG and DCG as well as QGG and Executive Quality Group as required;
- 40.1.8. facilitate and support the national quality governance infrastructure (for example, the QGG); and
- 40.1.9. identify and act upon issues and concerns that cross multiple ICBs, coordinating response and management as necessary.

41. National Standards, National Specifications and Clinical Commissioning Policies

- 41.1. NHS England shall carry out:
 - 41.1.1. development, engagement and approval of National Standards for Specialised Services (including National Specifications, Clinical Commissioning Policies, quality and data standards);
 - 41.1.2. production of national commissioning products and tools to support commissioning of Specialised Services;
 - 41.1.3. maintenance and publication of the Prescribed Specialised Services Manual and engagement with the DHSC on policy matters; and
 - 41.1.4. determination of content for national clinical registries.

42. Transformation

- 42.1. NHS England shall be responsible for:
 - 42.1.1. co-ordinating and enabling ICB-led specialised service transformation programmes for Delegated Services where necessary;
 - 42.1.2. supporting the ICB to implement national policy and guidance across its Populations for Retained Services;
 - 42.1.3. supporting the ICB with agreed transformational programmes where national transformation support has been agreed for Delegated Services;
 - 42.1.4. providing leadership for transformation programmes and projects that have been identified as priorities for national coordination and support, or are national priorities for the NHS, including supporting delivery of commitments in the NHS Long Term Plan;
 - 42.1.5. co-production and co-design of transformation programmes with the ICB and wider stakeholders; and
 - 42.1.6. providing access to subject matter expertise including Clinical Reference Groups, national clinical directors, Programme of Care leads for the ICB where it needs support, including in relation to local priority transformation.

SCHEDULE 5: Retained Services

NHS England shall retain the function of commissioning the Specialised Services that are not Delegated Services and as more particularly set out by NHS England and made available from time to time.

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SCHEDULE 6: Further Information Governance, Sharing and Processing Provisions

PART 1

15. Introduction

- 15.1. This Schedule sets out the scope for the secure and confidential sharing of information between the Parties on a Need To Know basis, or where a Party acts as a Data Processor on behalf of the other Party in order to enable the Parties to exercise their functions in pursuance of this Agreement.
- 15.2. References in this Schedule (*Further Information Governance and Sharing Provisions*) to the Need to Know basis or requirement (as the context requires) should be taken to mean that each Party's Staff will only have access to Personal Data or Special Category Personal Data if it is lawful for such Staff to have access to such data for the Specified Purpose in paragraph 2.1 and the function they are required to fulfil at that particular time, in relation to the Specified Purpose, cannot be achieved without access to the Personal Data or Special Category Personal Data specified.
- 15.3. This Schedule (including the details at Part 2 and 3 of this Schedule) and any Data Sharing Agreement and/or Data Processing Agreements entered into under this Schedule are designed to:
 - 15.3.1. provide information about the reasons why Relevant Information may need to be shared and/or processed on behalf of another Party and how this will be managed and controlled by the Parties;
 - 15.3.2. describe the purposes for which the Parties have agreed to share and/or the basis on which a Party is instructed to act as a Data Processor in relation to the Relevant Information;
 - 15.3.3. set out the lawful basis for the processing of Relevant Information and sharing of information between the Parties, and the principles that underpin the exchange of Relevant Information;
 - 15.3.4. describe roles and structures to support the exchange of Relevant Information between the Parties;
 - 15.3.5. apply to the sharing and processing of Relevant Information relating to Specialised Services Providers and their Staff;
 - 15.3.6. apply to the sharing and processing of Relevant Information whatever the medium in which it is held and however it is transmitted;
 - 15.3.7. ensure that Data Subjects are, where appropriate, informed of the reasons why Personal Data about them may need to be shared and processed and how this sharing and processing will be managed;
 - 15.3.8. apply to the activities of the Parties' Staff; and
 - 15.3.9. describe how complaints relating to Personal Data sharing between the Parties and wider processing will be investigated and resolved, and how the information sharing and processing will be monitored and reviewed.

16. Purpose

- 16.1. The Specified Purpose of the data sharing and associated processing is to facilitate the exercise of the Delegated Functions and NHS England's Reserved Functions.

- 16.2. Each Party must ensure that they have in place appropriate data sharing or data processing arrangements to enable data to be received from any third party organisations from which the Parties must obtain data in order to achieve the Specified Purpose.
- 16.3. Where necessary specific and detailed purposes must be set out in a Data Sharing Agreement or Data Processing Agreement that complies with all relevant legislation and Guidance.

17. Benefits of information sharing

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

18. Lawful basis for sharing

- 18.1. The Parties shall comply with all relevant Data Protection Legislation requirements and Good Practice in relation to the processing of Relevant Information shared further to this Agreement.
- 18.2. The Parties shall ensure that there is a Data Protection Impact Assessment (“DPIA”) that covers processing undertaken in pursuance of the Specified Purpose. The DPIA shall identify the lawful basis for sharing Relevant Information for each purpose and data flow.
- 18.3. Further details regarding the Relevant Information to be shared shall be set out in a Data Sharing Agreement and/or Data Processing Agreement.

19. Restrictions on use of the Shared Information

- 19.1. 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.
- 19.2. 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 Data Protection Legislation requirements, and the Parties’ Staff should only have access to Personal Data on a justifiable Need to Know basis.
- 19.3. Neither the provisions of this Schedule nor any associated Data Sharing Agreement and/or Data Processing Agreement should be taken to permit unrestricted access to data held by any of the Parties.
- 19.4. Neither Party shall subcontract any processing of the Relevant Information without the prior 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 that Party under this Agreement, and shall remain liable for the performance of the subcontractor’s obligations.
- 19.5. The Parties shall not cause or allow Relevant Information to be transferred to any territory outside the United Kingdom without the prior written permission of the responsible Data Controller.

- 19.6. Any particular restrictions on use of certain Relevant Information should be included in a Data Sharing Agreement and/or Data Processing Agreement.

20. Ensuring fairness to the Data Subject

20.1. 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 as reasonably required:

- 20.1.1. amendment of internal guidance to improve awareness and understanding among Staff;
- 20.1.2. 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;
- 20.1.3. ensuring that information and communications relating to the processing of data is clear and easily accessible; and
- 20.1.4. giving consideration to carrying out activities to promote public understanding of how data is processed where appropriate.

20.2. 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.

20.3. The Parties shall reasonably co-operate in undertaking any DPIA associated with the processing of data further to this Agreement, and in doing so engage with their respective Data Protection Officers in the performance by them of their duties pursuant to Article 39 UK GDPR.

20.4. Further provision in relation to specific data flows may be included in a Data Sharing Agreement and/or Data Processing Agreement between the Parties.

21. Governance: Staff

21.1. The Parties must take reasonable steps to ensure the suitability, reliability, training and competence, of any Staff who have access to Personal Data, and Special Category Personal Data, including ensuring reasonable background checks and evidence of completeness are available on request.

21.2. The Parties agree to treat all Relevant Information as confidential and imparted in confidence and must safeguard it accordingly. Where any of the Parties' Staff are not healthcare professionals (for the purposes of the Data Protection Act 2018), the employing Parties must procure that Staff operate under a duty of confidentiality which is equivalent to that which would arise if that person were a healthcare professional.

21.3. The Parties shall ensure that all Staff required to access Personal Data (including Special Category Personal Data) are informed of the confidential nature of the Personal Data. The Parties shall include appropriate confidentiality clauses in employment/service contracts of all Staff that have any access whatsoever to the Relevant Information, including details of sanctions for acting in a deliberate or reckless manner that may breach the confidentiality or the non-disclosure provisions of Data Protection Legislation requirements, or cause damage to or loss of the Relevant Information.

- 21.4. Each Party shall provide evidence (further to any reasonable request) that all Staff that have any access to the Relevant Information whatsoever are adequately and appropriately trained to comply with their responsibilities under Data Protection Legislation and this Agreement.
- 21.5. The Parties shall ensure that:
- 21.5.1. only those Staff involved in delivery of the Agreement use or have access to the Relevant Information;
 - 21.5.2. 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; and
 - 21.5.3. specific limitations on the Staff who may have access to the Relevant Information are set out in any Data Sharing Agreement and/or Data Processing Agreement entered into in accordance with this Schedule.

22. Governance: Protection of Personal Data

- 22.1. At all times, the Parties shall have regard to the requirements of Data Protection Legislation and the rights of Data Subjects.
- 22.2. Wherever possible (in descending order of preference), only anonymised information, or, strongly or weakly pseudonymised information will be shared and processed by the Parties. The Parties shall co-operate in exploring alternative strategies to avoid the use of Personal Data in order to achieve the Specified Purpose. However, it is accepted that some Relevant Information shared further to this Agreement may be Personal Data or Special Category Personal Data.
- 22.3. 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.
- 22.4. If any Party becomes aware of:
- 22.4.1. 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
 - 22.4.2. any security vulnerability or breach in respect of the Relevant Information, it shall promptly, within 48 hours, notify the other Parties. The Parties shall fully co-operate with one another to remedy the issue as soon as reasonably practicable, and in making information about the incident available to the Information Commissioner and Data Subjects where required by Data Protection Legislation.
- 22.5. In processing any Relevant Information further to this Agreement, the Parties shall process the Personal Data and Special Category Personal Data only:
- 22.5.1. in accordance with the terms of this Agreement and otherwise (to the extent that it acts as a Data Processor for the purposes of Article 27-28 GDPR) only in accordance with written instructions from the originating Data Controller in respect of its Relevant Information including any instructions set out in a Data Processing Agreement entered into under this Schedule, unless required by law (in which case, the processor shall inform the relevant Data

- Controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest);
- 22.5.2. to the extent as is necessary for the provision of the Specified Purpose or as is required by law or any regulatory body; and
 - 22.5.3. in accordance with Data Protection Legislation requirements, in particular the principles set out in Article 5(1) and accountability requirements set out in Article 5(2) UK GDPR; and not in such a way as to cause any other Data Controller to breach any of their applicable obligations under Data Protection Legislation.
- 22.6. The Parties shall act generally in accordance with Data Protection Legislation requirements. This includes implementing, maintaining and keeping under review appropriate technical and organisational measures to ensure and demonstrate that the processing of Personal Data is undertaken in accordance with Data Protection Legislation, and in particular to protect Personal Data (and Special Category Personal Data) against unauthorised or unlawful processing, and against accidental loss, destruction, damage, alteration or disclosure. These measures shall:
- 22.6.1. take account of the nature, scope, context and purposes of processing as well as the risks, of varying likelihood and severity for the rights and freedoms of Data Subjects; and
 - 22.6.2. be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and Special Category Personal Data, and having the nature of the Personal Data and Special Category Personal Data which is to be protected.
- 22.7. In particular, each Party shall:
- 22.7.1. ensure that only Staff as provided under this Schedule have access to the Personal Data and Special Category Personal Data;
 - 22.7.2. ensure that the Relevant Information is kept secure and in an encrypted form, and shall use all reasonable security practices and systems applicable to the use of the Relevant Information to prevent and to take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution, of the Relevant Information;
 - 22.7.3. obtain prior written consent from the originating Party in order to transfer the Relevant Information to any third party;
 - 22.7.4. permit any 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
 - 22.7.5. if requested, provide a written description of the technical and organisational methods and security measures employed in processing Personal Data.
- 22.8. The Parties shall adhere to the specific requirements as to information security set out in any Data Sharing Agreement and/or Data Processing Agreement entered into in accordance with this Schedule.

22.9. The Parties shall use best endeavours to achieve and adhere to the requirements of the NHS Digital Data Security and Protection Toolkit.

22.10. The Parties' Single Points of Contact set out in paragraph **Error! Reference source not found.** will be the persons who, in the first instance, will have oversight of third party security measures.

23. Governance: Transmission of Information between the Parties

23.1. This paragraph supplements paragraph 8 of this Schedule.

23.2. 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 or gcsx) e-mail.

23.3. 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 and/or data is identified.

23.4. Any other special measures relating to security of transfer should be specified in a Data Sharing Agreement and/or Data Processing Agreement entered into in accordance with this Schedule.

23.5. Each Party shall keep an audit log of Relevant Information transmitted and received in the course of this Agreement.

23.6. The Parties' Single Point of Contact notified pursuant to paragraph 13 will be the persons who, in the first instance, will have oversight of the transmission of information between the Parties.

24. Governance: Quality of Information

24.1. 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.

25. Governance: Retention and Disposal of Shared Information

25.1. A 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.

25.2. Each Party shall provide an explanation of the processes used to securely destroy or return the information, or verify such destruction or return, upon request and shall comply with any request of the Data Controllers to dispose of data in accordance with specified standards or criteria.

25.3. If a 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 in accordance with this Schedule, it shall notify the other Parties in writing of that retention, giving details of the documents or materials that it must retain.

- 25.4. 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.
- 25.5. The Parties shall set out any special retention periods in a Data Sharing Agreement where appropriate.
- 25.6. The Parties 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.
- 25.7. 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.
- 25.8. Electronic records will be considered for deletion once the relevant retention period has ended.
- 25.9. 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.

26. Governance: Complaints and Access to Personal Data

- 26.1. The Parties shall assist each other in responding to any requests made under Data Protection Legislation made by persons who wish to access copies of information held about them ("Subject Access Requests"), as well as any other exercise of a Data Subject's rights under Data Protection Legislation or complaint to or investigation undertaken by the Information Commissioner.
- 26.2. Complaints about processing shall be reported to the Single Points of Contact and the ICB. Complaints about information sharing shall be routed through each Parties' own complaints procedure unless otherwise provided for in the Agreement or determined by the ICB. Where the complaint relates to processing undertaken by a Party acting as a Data Processor on behalf of the other Party, complaints shall be routed through the relevant Data Controller's own complaints procedure unless otherwise provided for in the Agreement.
- 26.3. The Parties shall use all reasonable endeavours to work together to resolve any dispute or complaint arising under this Schedule or any data processing carried out further to it.
- 26.4. Basic details of the Agreement shall be included in the appropriate log under each Party's publication scheme.

27. Governance: Single Points of Contact

- 27.1. 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.

28. Monitoring and review

- 28.1. The Parties shall monitor and review on an ongoing basis the sharing and wider processing of Relevant Information to ensure compliance with Data Protection Legislation and Best Practice. Specific monitoring requirements must be set out in the relevant Data Sharing Agreement and/or Data Processing Agreement.

SCHEDULE 6: Further Information Governance, Sharing and Processing Provisions

PART 2

Data Sharing Agreement

Description	Details
Subject matter of the processing	<p>Due to the complexities of Specialised Services and the distinctions between Delegated Functions and Reserved Functions, both the ICB Commissioning Teams (employed by the Host ICB) delivering Delegated Functions and the NHS England teams delivering Reserved Functions will need access to Relevant Information, which contains Personal Data.</p> <p>As set out in Schedule 6, Part 1, Paragraph 2.1, the Specified Purpose for sharing data is: <i>'...to facilitate the exercise of the Delegated Functions and NHS England's Reserved Functions.'</i> In order to achieve this purpose in the most effective, efficient and cost effective manner, the data will be hosted by NHS England in a collaborative working space which ICBs will have access to.</p> <p>NHS England will be responsible for ensuring that Commissioning Team staff have sufficient and appropriate access to Relevant Information to enable those staff to fulfil their commissioning functions in respect of the Delegated Services, including those described in Schedule 3 (Delegated Functions) to this agreement.</p> <p>In addition, NHS England may process the data for the following purposes:</p> <ul style="list-style-type: none"> • development, oversight, and the quality improvement of Specialised Commissioning Functions; • undertaking work to evaluate the effectiveness of innovation and changes in delivery models and advising other bodies and organisations about these functions; • arranging the provision of services to support commissioning activities, to enable reporting and evaluations; • undertaking analysis, audits, and inspections to assess and assure the quality of Specialised Commissioning Functions; • supporting healthcare organisations to interpret population health data and evidence, and to undertake reviews of the likely effectiveness and cost-effectiveness of a range of interventions; • development a of strategies on population health outcomes and to identify gaps or deficiencies in current care and to produce recommendations for improvements, including in relation to specific pathways of care; • using and supporting health organisations to use health economic tools to support decision-making and interpreting data about the surveillance or assessment of a population's health to improve health outcomes and reduce health inequalities; • the development of population health policies and strategies, and their implementation
Duration of the processing	Unless otherwise specified in this Data Sharing Agreement, the processing shall commence on the Effective Date of Delegation and, as per paragraph

	11.1 of this Schedule, shall continue until the need to use it has passed or, if later, upon the termination of this Agreement.
Nature and purpose of the processing	<p>Personal Data is shared between the in relation to the delivery of the Delegated Functions. Such processing should ensure continued:</p> <ul style="list-style-type: none"> • Provision of live services and associated reporting; • Quality improvement and assurance of services; • Dissemination of data for health and research purposes.
Type of Personal Data being Processed	Guidance note: please include details of the types of Personal Data that are being shared, as appropriate. Examples include: name, address, date of birth, NI number, telephone number, pay, images, biometric data.
Categories of Data Subject	Guidance note: please include details of the categories of Data Subject that are being shared, as appropriate. Examples include: Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public, users of a particular website.

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SCHEDULE 6: Further Information Governance, Sharing and Processing Provisions

PART 3

Data Processing Agreement

Description	Details
Identity of the Controller and Processor	The ICB is the Data Controller and NHS England is the Data Processor.
Subject matter of the processing	<p>Both the ICB Commissioning Teams (employed by the Host ICB) delivering Delegated Functions and the NHS England teams delivering Reserved Functions will need access to Relevant Information. In order to achieve this purpose in the most effective, efficient and cost effective manner, the data will be hosted by NHS England in a collaborative working space which ICBs will have access to.</p> <p>Consequently, NHS England will act as a Data Processor on behalf of the ICB in relation to the Relevant Information required to commission the Delegated Services and fulfil the Delegated Functions.</p>
Duration of the processing	Unless otherwise specified in this Data Processing Agreement the processing shall commence on the Effective Date of Delegation and, as per paragraph 11.1 of this Schedule, shall continue until the need to use it has passed or, if later, upon the termination of this Agreement.
Plan for return and destruction of the data once the processing is complete	As set out in paragraph 11.1 of this Schedule
Nature and purpose of the processing	<p>This Data Processing Agreement considers processing of any data by NHS England on behalf of the ICB Commissioning Teams in relation to the delivery of the Delegated Functions. Such processing should ensure continued:</p> <ul style="list-style-type: none"> • Provision of live services and associated reporting; • Quality improvement and assurance of services; • Dissemination of data for health and research purposes.
Type of Personal Data being Processed	Guidance note: please include details of the types of Personal Data that are being processed, as appropriate. Examples include: name, address, date of birth, NI number, telephone number, pay, images, biometric data.
Categories of Data Subject	Guidance note: please include details of the categories of Data Subject that are being processed, as appropriate. Examples include: Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public, users of a particular website.

SCHEDULE 7: Mandated Guidance

Generally applicable Mandated Guidance

- [National Guidance on System Quality Groups.](#)
- [Managing Conflicts of Interest in the NHS.](#)
- Arrangements for Delegation and Joint Exercise of Statutory Functions.
- Guidance relating to procurement and provider selection.
- Information Governance 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.
- Guidance relating to the processes for making and handling individual funding requests, including:
 - [Commissioning policy: Individual funding requests;](#)
 - [Standard operating procedures: Individual funding requests.](#)

Workforce

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

Finance

- [Guidance on NHS System Capital Envelopes.](#)
- [Managing Public Money \(HM Treasury\).](#)

Specialised Services Mandated Guidance

- Commissioning Change Management Business Rules.
- Cashflow Standard Operating Procedure.
- Finance and Accounting Standard Operating Procedure.
- Provider Collaborative Guidance.
- Clinical Commissioning Policies.
- National Specifications.
- National Standards.
- The Prescribed Specialised Services Manual

SCHEDULE 8: Local Terms

Guidance notes are provided in red text and can be deleted prior to completing the Agreement. This Schedule should be used by the Parties to agree Local Terms to the Agreement. Headings and guidance have been provided as examples of issues that may need local agreement. Additional headings can be added as required to support local arrangements.

Sufficient detail should be provided to describe what both the ICB and NHS England have agreed to do.

General

Where there is a Dispute as to the content of this Schedule, the Parties should follow the Disputes procedure set out at Clause 25.

Following signature of the Agreement, this Schedule can be amended by the Parties using the Variations procedure at Clause 26.

NHS England can amend this Schedule without the ICB's consent by using the variation procedure set out in Clause 26.2 but the expectation is that variations should be by consent.

[Note – Local Terms must not derogate from the terms and conditions of this Agreement. Please note that Local Terms may include:

- the services that will be planned or commissioned at an ICB level or by the ICB Collaboration Arrangement;
- details of any pooled funds of NHS England and the ICB;
- resourcing arrangements between NHS England and the ICB;
- details of any Administration and Management Services that the Commissioning Team will provide to the ICB under **Error! Reference source not found.**; and
- staffing arrangements.

If there are no Local Terms, state "None" in this SCHEDULE 8.]

Part 1 – the services to be planned or commissioned at an ICB level

This Part should set out the services that will be planned on the Area of the ICB. The list should be developed with NHS England, the Commissioning Team and partners of the ICB Collaboration Arrangement.

This list will form part of the basis for any ICB Collaboration Arrangement introduced by the ICBs and the agreement to establish and support the Commissioning Team Arrangement.

During 2025/26, it is recommended that the ICBs have consistent lists of services across their Area to aid clarity and consistency.

Part 2 – the services to be planned or commissioned by an ICB Collaboration Arrangement

This Part should set out the services that will be planned on the Area of the ICB Collaboration Arrangement. The list should be developed with NHS England, the Commissioning Team and partners of the ICB Collaboration Arrangement.

This list will form part of the basis for any ICB Collaboration Arrangement introduced by the ICBs and the agreement to establish and support the Commissioning Team arrangement.

During 2025/26, it is recommended that the ICBs have consistent lists of services across their Area to aid clarity and consistency.

Part 3 – Funding arrangements

Where it has not been addressed elsewhere in this agreement, NHS England can use this Part to set out the funding arrangements for 2025/26 (the Delegated Funds). In advance of the commencement of each subsequent Financial Year, NHS England will notify the ICB of the amount of the Specialised Services Delegated Funds in accordance with Clause 10.2. The Parties may determine that the funding arrangements for subsequent years should also be included in this Part.

Part 3 – Workforce and Commissioning Team Arrangements

The Parties may include the agreed arrangements for the workforce and Commissioning Team in this part or can refer onwards to the relevant Commissioning Team agreement or arrangement that has been implemented across the Area.

Part 4 – ICB Collaboration Arrangements

For Delegated Services, Clause 8 requires ICBs to establish ICB Collaboration Agreements with other ICBs to ensure that the commissioning of Specialised Services can take place at the most efficient and effective level. The ICB(s) should ensure that the ICB Collaboration Arrangement is documented and includes all the required elements set out at Clause 8.4

The Parties should reference the ICB Collaboration Arrangement in this Part, although it is acknowledged that a separate document is likely to be required between the ICBs that are party to that arrangement. A template ICB collaboration agreement is available for ICBs to use to develop their arrangements. This Will be made available on Future NHS.

Part 5 – Pooled Funds and Non-Pooled Funds

Clause 10.16 permits the ICB to establish pooled fund arrangements under Section 65Z5 or section 75 of the NHS Act. These should be with the prior approval of NHS England.

Whilst it is not necessary to detail the pooled funds in this Part, it may be beneficial to do so to ensure all arrangements pertaining to the Delegated Services are documented in this Agreement.

Part 6 – Provider Collaboratives

Whilst it is not envisaged that this Part will be in use for 2025/26, any Provider Collaboratives that are established and receive functions, either delegated or not, would be detailed in this part.

Any Provider Collaboratives that NHS England identifies as being part of this Agreement should be detailed in this Part.

Part 7 – Further Governance Arrangements

The Parties can use this Part for any governance arrangements not covered by the main Agreement or the existing Schedules.

It is advised that sub-committees (those forums with decision making power) and sub-groups (those forums without decision making power, but which are advisory in nature) are set out in this Part. It is advised that the role, purpose and membership of the sub-committees or sub-groups are set out in this Part.

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SCHEDULE 9: Developmental Arrangements

These Development Arrangements take precedence over the terms of this Agreement including other Schedules, and the Agreement shall be read as varied by these Developmental Arrangements. Save as varied by these Developmental Arrangements the Agreement remains in full force and effect.

The Developmental Arrangements

The following Developmental Arrangements apply to this Agreement:

1. [TO BE INSERTED PRIOR TO SIGNATURE]

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SCHEDULE 10: Administrative and Management Services

GUIDANCE NOTE:

The Parties may enter details in this Schedule about the arrangements for the Commissioning Team and the provision of Administration and Management Services.

If this Schedule is not required (for example, because the Commissioning Team Agreement has been produced and agreed separately) then it can be deleted or left blank.

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Dated _____ 2025

(1) **HOST INTEGRATED CARE BOARD**

AND

(2) **INTEGRATED CARE BOARD**

- and -

(3) **INTEGRATED CARE BOARD**

- and -

(4) **INTEGRATED CARE BOARD**

Commissioning Team Agreement for Delegated
Services **[GUIDANCE NOTE -Insert Geographical area]**

DRAFT - NOT AVAILABLE FOR ACCEPTANCE

Guidance notes

This is a template Commissioning Team Agreement (CTA) for use by Integrated Care Boards (ICBs). It can be used to detail the services that the Host ICB will provide to other ICBs that are party to the ICB Collaboration Arrangement (see Clause 8.2 of the Delegation Agreement).

Governance and decision-making arrangements are for local agreement but must clearly recognise and detail the leading role of ICBs in the arrangements for 2025/26.

Please note guidance and recommendation notes have been provided that will support development and to inform discussions around this Agreement.

This document has been provided as a Word document. Prior to finalisation the Partners should:

- Delete these guidance notes from their final CTA;
- Where this template offers draft text within square brackets, add, delete, or substitute text as appropriate and remove the square brackets.

Whilst the CTA can be completed as a standalone document, it is recommended that, where possible, it is incorporated into the wider arrangements for commissioning specialised services. This is to ensure as much of the detail relating to the arrangements can be found in one place.

For example, the CTA can be incorporated into Schedule 7 of the template ICB Collaboration Agreement, available at:

<https://future.nhs.uk/NationalSpecialisedCommissioning/browseFolder?fid=46125296&done=FOLCreated>

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THIS AGREEMENT is made on the _____ day of _____ 2025

Between

[insert name] Integrated Care Board whose principal office is at [insert address] :

[insert name] Integrated Care Board whose principal office is at [insert address] :

[insert name] Integrated Care Board whose principal office is at [insert address] : and

[insert name] Integrated Care Board which will be the Host Integrated Care Board “the Host ICB”, whose principal office is at [insert address]

each a “Partner” and together the “Partners”.

[] ICB, [] ICB and [] ICB are together referred to in this Agreement as the “ICBs”, and “ICB” shall mean any of them.

Introduction

The ICBs and The Host ICB wish to enter into this Commissioning Team Agreement (the “Agreement”).

This is an Agreement to define the services be provided by the Host ICB to the ICBs during the financial year for all Delegated Services as part of the Commissioning Team Arrangements.

Background

- a) NHS England has statutory functions to arrange for the provision of prescribed services for the purposes of the NHS. This includes the services known as Specialised Services.
- b) The ICBs have statutory functions to arrange for the provision of services for the purposes of the NHS in their areas, apart from those commissioned by NHS England.
- c) NHS England entered into a Delegation Agreement for Specialised Services with each ICB under Section 65Z5 of the NHS Act 2006 (*delegation and joint working*). The Delegation Agreement for Specialised Services delegates to ICBs the statutory functions for commissioning those Specialised Services that have been deemed ‘suitable and ready’ for greater ICB involvement (Delegated Services). The intention is that delegation will help ICBs join up (and work jointly on) the specialised elements of pathways with prevention activity and primary, community and secondary care services for which they are responsible.
- d) Staff who support the commissioning of the Delegated Services (the “Staff”), will come together within the Host ICB to form a commissioning team (the “Commissioning Team”).
- e) The delegation of the Delegated Services supports NHS England’s long-term and continuing ambition to put decision-making at as local a level as possible to meet the ‘triple aim’ of better health for everyone, better care for all patients, and efficient use of NHS resources, both for local systems and for the wider NHS.
- f) This Agreement sets out the arrangements that will apply between ICBs and the Host ICB to enable Commissioning Teams to provide services to the ICBs in 2025/26 to support the ICBs in exercising the statutory functions of commissioning the Delegated Services.

- g) There is no delegation of functions under this Agreement and as such the Commissioning Teams will not have the authority to take decisions in respect of the Delegated Services except as instructed by the ICBs in accordance with this Agreement.

It is agreed:

1 Commencement, duration and status of this Agreement

1.1 This Agreement shall come into force on the 1 April 2025 and continue until one or more of the Partners wishes to terminate the Agreement in accordance with Clause 8 (*Variation and Termination*) below.

1.2 This Agreement shall be reviewed on an annual basis by all partners.

2 Interpretation and Defined Terms

2.1 Unless otherwise provided, the words and expressions defined in the Delegation Agreement shall have the same meaning and effect in this Agreement.

3 Principles and aims

3.1 In performing their respective obligations under this Agreement, the ICBs and the Host ICB acknowledge that each Partner must comply with the statutory duties set out in the NHS Act, and must:

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

3.1.2. consider how in performing their obligations they can address health inequalities;

3.1.3. at all times exercise functions effectively, efficiently and economically and;

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

3.2 The Partners agree:

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

3.2.2. to seek to continually improve whole pathways of care including Specialised Services and to design and implement effective and efficient integration;

3.2.3. to act in a timely manner;

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

3.2.5. to act at all times to ensure the Partners comply with the requirements of the Delegation Agreement;

3.2.6. to act at all times in accordance with the scope of their statutory powers;

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

4 Scope of the arrangements

- 4.1 In accordance with the Delegation Agreement the Host ICB agrees to provide to the ICBs the services as set out in this Agreement.
- 4.2 The Host ICB will receive their own proportion of the running costs for the Commissioning Team and will be responsible for collecting a proportion of the running costs from Partner ICBs.
- 4.3 The Host ICB will hold a ring-fenced budget for the running costs of the Commissioning Team equal to the total running cost contributions of all the ICBs, including the Host ICB.

5 Commissioning Support Services

- 5.1 The Host ICB, through the Commissioning Team, shall provide the services as set out in Schedule 1 or as otherwise agreed in writing between the Partners.

[GUIDANCE NOTE: The Partners to set out in Schedule 1 what services the – Host ICB Commissioning Team will provide]

6 Staffing

- 6.1 The provisions of Schedule 2 shall apply in respect of the Host ICB's Staff providing services.

7 Governance and Decision Making

- 7.1 The Partners have agreed that the governance and decision-making arrangements as set out in Schedule 3 shall apply to this Agreement.

[GUIDANCE NOTE: Host ICB and ICBs to collectively develop and agree appropriate governance and decision-making frameworks and reference / detail them at Schedule 3]

8 Variation and Termination

- 8.1 This Agreement may be varied by the written agreement of all Partners.
- 8.2 This Agreement may only be terminated by mutual agreement in writing by all Partners.
- 8.3 The Escalation and Dispute Clauses as set out in the Delegation Agreement shall apply to this Agreement.

9 Confidential Information

- 9.1 Each Partner shall at all times use its best endeavours to keep confidential and ensure that its employees and agents keep confidential any information in relation to the business and affairs of another Partner. No Partner shall disclose such information except with the consent of the other Partners. A disclosure by a Partner in accordance

with an Act of Parliament or legislation made under it or in compliance with a Court Order shall not be an actionable breach of confidence.

- 9.2 The obligations of each Partner shall continue without limit in point of time but shall cease to apply to any information that is put into the public domain otherwise than by a Partner breaching its obligations.
- 9.3 If the information referred to herein is subject to a freedom of information (FOI) or other request to share the data, then Host ICB will be responsible for the fulfilment of the request, but will seek views from the ICBs before undertaking this in accordance with the Freedom of Information Code of Practice issued by the Cabinet Office under section 45 of the Freedom of Information Act 2000.
- 9.4 Save as expressly set out in this clause or otherwise with the written consent of the other Partners, no Partner shall make any press announcements about this Agreement or publicise this Agreement or any of the terms in any way and each Partner shall ensure that any such information disclosed is solely for the purpose of performing its obligations under this Agreement.
- 9.5 Notwithstanding the provisions of this clause, each Partner shall be entitled to disclose any information relating to this Agreement in the following circumstances:
- 9.5.1 for the purpose of any examination of this Agreement by the National Audit Office pursuant to the National Audit Act 1983 or otherwise;
 - 9.5.2 for parliamentary, governmental, statutory or judicial purposes;
 - 9.5.3 in relation to any other legal obligation on the disclosing Partner; or
 - 9.5.4 where such information is already in the public domain.
- 9.6 Each Partner shall take all reasonable steps to ensure the observance of this clause by all its servants, employees, agents and consultants.

10 Data and Business Intelligence

- 10.1 All Partners will comply with all applicable requirements of the Data Protection Legislation. The Partners shall ensure that all Personal Data processed by or on behalf of them in the course of carrying out the services is processed in accordance with the relevant Partner's obligations under Data Protection Legislation and Data Guidance and the Partners must assist each other as necessary to enable each other to comply with these obligations.
- 10.2 The Host ICB shall complete a data protection impact assessment (DPIA) in respect of the provision of the services to ICBs and shall share this with the ICBs. The ICBs agree to enter into an appropriate data sharing agreement where this DPIA suggests this is required for the provision of the services.
- 10.3 Each ICB must carry out their own assurances (DPIA) in respect of the arrangements set out in this Agreement.

11 Assignment

- 11.1 No Partner shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the other Partners.

12 Costs and Liabilities

12.1 Except as otherwise provided, the Partners shall each bear their own costs and expenses incurred in complying with their obligations under this Agreement.

[GUIDANCE NOTE: Regions to ensure this aligns with their Principal Commissioner Model]

12.2 No Partner excludes or limits liability to the other Partners for:

12.2.1 death or personal injury caused by its negligence; or

12.2.2 Fraud; or

12.2.3 fraudulent misrepresentation.

12.3 The Host ICB shall be liable for any losses arising out of negligent acts or omissions in respect of the provision of services except where such losses arise as a result of action taken in accordance with instruction from any ICB or a failure of an ICB to provide on request appropriate instruction.

13 Status

13.1 Unless otherwise stated, this Agreement is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this Agreement. The Partners enter into the Agreement intending to honour all their obligations.

IN WITNESS OF WHICH the Partners have signed this Agreement on the date shown below

[Insert ICB Name]
Authorised Officer

Date *[Insert Date]*

[Insert ICB Name]
Authorised Officer

Date *[Insert Date]*

[Insert ICB Name]
Authorised Officer

Date *[Insert Date]*

[Insert Host ICB Name]
Authorised Officer

Date *[Insert Date]*

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Schedule 1 –Services

[GUIDANCE NOTE – FOR LOCAL REVIEW AND DETERMINATION. This schedule should set out what and how the Commissioning Team will be providing services to the ICBs]

The Host ICB shall provide the following services under this Agreement:

1 General

- 1.1 The Host ICB will provide such services as it agrees with the ICBs as required for the ICBs to exercise the statutory functions as set out in the Delegation Agreement which shall include, but is not limited to, the services set out below.

2 Contract Management

- 2.1 The Commissioning Team shall provide contract management and support in respect of the Delegated Services to facilitate Partner ICB compliance with the Delegated Functions set out in Schedule 3 of the Delegation Agreement (*delegated functions*). Such support shall be in compliance with the agreed regional contracting strategy and relevant Contracting Standard Operating Procedure.

[GUIDANCE NOTE: - The Host ICB and ICBs to include as required a schedule (as set in Schedule 5 (contracting arrangements) of this Agreement, which sets out further detail on the approach for contract management (for example, which organisation will hold the responsibility for preparing and actioning the schedules under the contracts, for example: payment; governance; reporting and information requirements). This Schedule could also include the relevant contracts, by provider, and show which organisation is the coordinating commissioner or associate commissioner.]

3 Finance

- 3.1 The financial arrangements in respect of the provision of the services by the Host ICB to the ICBs shall be as set out in Schedule 4 (*Financial Arrangements*) of this Agreement.

4 Data Management and Analytics

[Note: this Agreement is specifically about how the data arrangements will work in relation to The Host ICB providing the Services to the ICBs in 2025/26.]

- 4.1 The Commissioning Team shall provide such data management and analytic services as the Host ICB considers necessary to ensure that the ICB meets its obligations under Schedule 3 (*Delegated Functions*) of the Delegation Agreement.

5 Freedom of Information and Parliamentary Requests

- 5.1 The Commissioning Team shall provide such reasonable support as required by an ICB to ensure the appropriate handling, management and response to all freedom of information and parliamentary correspondence relating to Delegated Services.

6 Incident Response and Management

- 6.1 The Commissioning Team shall provide such reasonable support as required by an ICB in relation to local incident management for Delegated Services.

7 Provider Selection and Procurement

- 7.1 The Commissioning Team shall act on instructions from the ICBs in relation to provider selection and procurement processes for the Delegated Services.

8 Quality

- 8.1 The Commissioning Team shall ensure appropriate arrangements for quality oversight are in place in respect of the provision of services

9 Complaints

- 9.1 For complaints via the commissioner, patients will contact their local ICB or their local Complaints Hub as appropriate. The Commissioning Team will support each ICB or Complaints Hub (as appropriate) in provision of appropriate responses, advice and guidance relating to Delegated Services.

10 Conflicts of Interest and Transparency on Gifts and Hospitality

- 10.1 The Host ICB must ensure that, in delivering obligations under this agreement, all staff comply with the 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.

11 Audit

- 11.1 It is anticipated that the Host ICB will ensure appropriate arrangements are in place for the provision of internal audits on the services they provide, thereby enabling ICBs to discharge their statutory duties. Additionally, the Host ICB will ensure evaluations are completed on the potential impact of ICBs' external auditor's requests for assurance; where required, the approach to assurance should be updated, agreed upon, and implemented to factor this in.

Schedule 2 – Staffing Model

[GUIDANCE NOTE – FOR LOCAL REVIEW AND DETERMINATION: This section is designated for the Host ICB and individual ICBs to outline their own locally tailored staffing models that will support ICBs.

This schedule could set out what and how the Commissioning Team will be providing services to ICBs.

Each ICB is encouraged to review and determine the specific staffing and operational structures needed to effectively deliver these services, ensuring that all arrangements are customized to meet local needs and statutory obligation]

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Schedule 3 - Governance and Decision-Making Arrangements

[GUIDANCE NOTE: the responsibility for commissioning the Delegated Services will transfer to ICBs from 1 April 2025. The Commissioning Team will undertake services on behalf of the ICBs but will require decisions and instructions from the ICBs as to how those commissioning activities should be undertaken.]

RECOMMENDATION: *this Schedule should be used to describe the governance and decision-making arrangements that will be in place between the Partners for 2025/26. This could include:*

- *The role of the joint committee established between the partners, with reference to the revised joint committee terms of reference.*

GUIDANCE NOTE: [Replace Joint Committee with appropriate Governance Mechanism]

- *The issues that should be referred to the joint committee. For example, approval of the financial or contracting strategy; general strategy for specialised services in 2025/26; transformation proposals for specialised services;*

GUIDANCE NOTE: [Replace Joint Committee with appropriate Governance Mechanism]

- *Whether there are any limitations on spending by the Host ICB Commissioning Team and how ICBs should be involved in monitoring expenditure and approving any exceptional spending, or change in spending, in accordance with their standing financial instructions;*
- *Where appropriate, the financial governance or arrangements can be set out in Schedule 4 (Financial Arrangements);*
- *Whether there are any limitations on the Commissioning Team or the Host ICB in relation to contracting, changes to contracts and how ICBs should be involved in the approval process for changes, variations or amendments to contracts;*
- *What the process for signing new contracts will be that affect the ICB or ICBs in future years;*
- *The extent to which ICBs should be involved in any procurement processes undertaken by the Host ICB and how the final award will be determined by the ICBs;*

Where there is no joint committee, this section will need to describe the relevant decision making body that includes all of the partners, its role and any limitations on decision making.

Schedule 4 - Financial Arrangements

[GUIDANCE NOTE: Budgets for Delegated Services will be allocated to ICBs, who will manage the funds in accordance with the delegation agreement. Reference to Clause 10 (Finance) of the delegation agreement is advised]

[Below is template wording that can be used and adapted by the ICBs as appropriate to support financial arrangements]

The terms of this Agreement are intended to cover the year in question, or any given year financial year and the specific arrangements required (i.e. The Host ICB providing services to ICBs).

Scope of the Host ICB commissioning teams discretion relating to finances

1. The Host ICB has agreed a set of financial principles with its Partner ICBs to ensure consistency and efficiency in relation to decision-making for the financial plan. These principles can be seen in *GUIDANCE NOTE: [Replace with relevant local documents]*
2. The Responsible, Accountable, Supportive, Consulted, and Informed (RASCI) matrix will determine how financial decisions will be made and the Scheme of Reservation and Delegation (SoRD) will determine who can approve expenditure. The finance subgroup (group set up to support delegation) has agreed and developed an approach to financial governance for the financial year. This includes how decisions will be made. For single ICB delegated services the decisions will be made as per the RASCI and as per each existing ICBs SoRD. The Host ICB will follow an agreed process to ensure all decisions are made in a timely and effective way. For multi ICB delegated services the decisions will be made through the Joint Commissioning Committee *GUIDANCE NOTE: [or replace with appropriate Governance Mechanism/Arrangements]*. The Host ICB and ICBs will ensure that any ICB approvals are made prior to the Joint Commissioning Committee to ensure decisions are made in a timely and effective way.
3. All financial decisions will be logged and reported in the monthly financial management reporting pack.
4. A copy of the RASCI and approach to financial governance (including the SoRD) is detailed in *GUIDANCE NOTE: [Replace with relevant local documents]*
5. Where decisions are needed outside of the agreed *GUIDANCE NOTE: [Insert appropriate Governance Mechanism/Arrangements]*. or to operate a risk and investment reserve (if agreed), then approval will be sought from the ICB(s) through the *GUIDANCE NOTE: [Insert appropriate Governance Mechanism/Arrangements]*.

How will the Host ICB make payments

6. The Host ICB will provide a monthly schedule of contract payments to each ICB on working day *GUIDANCE NOTE: [Insert Dates]* for approval. This will include any

changes or adjustments made to contracts. The schedule will have been reviewed and approved by the Director of Commissioning Finance (DOCF). It will then be sent to the ICB for final approval (ICB CFO) and payment.

7. The schedule of contract payments will enable ICBs to make appropriate payments to providers and will also enable the ICBs to manage their cash drawdown and cash position.
8. The ICBs will make the contract payments on the 15th of each month in line with NHS England specialised commissioning national team and regions. This will ensure consistency and clarity for providers.

Financial reporting

9. Financial transactions for Delegated Services will be processed through the ledger system of each ICB.
10. The Host ICB will complete the financial reporting within the ICB ledgers by working day three (3).
11. A financial reporting pack will be sent to the ICBs by working day 15. Financial reporting will be provided monthly and will include:
 - 11.1 Financial position on Delegated Services for each ICB, this will include a forecast from Month 3.
 - 11.2 Elective Recovery Fund (ERF) and local variable performance as per national reporting timescales.
 - 11.3 Reserves and investment position for Delegated Services.
 - 11.4 Financial decisions made or required to support the delivery of the financial plan
12. In addition, the Host ICB will provide the completed non-Integrated Single Financial Environment (ISFE) report templates for each ICB in relation to the Delegated Services. The ICB will then submit the whole non IFSE return.
13. The Host ICB will lead and complete the Agreement of Balances (AOB) process for Delegated Services. The Host ICB will report AOB position to the ICB's where applicable (month 9 and month 12).
14. All financial reports will be reviewed and signed off by the Deputy Director of Commissioning Finance (DDOCF) and the DOCF (Host ICB) before being shared with ICBs.

Financial risks and disputes

15. The financial governance arrangements will be agreed by ICBs and the Host ICB and will cover the key financial decisions. In addition, financial planning

principles, including an approach to risk management has been agreed by the ICBs to the finance subgroup and the Joint Commissioning Committee [Or insert appropriate governance mechanism]. The principles can be seen in Appendix A - Financial Planning Objectives and Principles. *GUIDANCE NOTE: [Replace with relevant local documents]*

16. A Forecast Outturn (FOT) financial position will be included with the monthly reporting packs and reported to ICB committees. Any risks that cannot be mitigated would lead to a discussion with the ICB CFOs to agree a mitigation strategy.
17. Where queries or disputes arise, these should initially be addressed between the relevant Host ICB finance team and the specific ICB/s party to the dispute. If the issue remains unresolved, the dispute resolution process outlined in Clause *GUIDANCE NOTE: [Insert appropriate clause for dispute resolution in the ICA]* will be followed
18. If there is a dispute relating to finance or the activities undertaken by the NHS England Specialised Commissioning Team, this will be escalated to the Joint Commissioning Committee. *GUIDANCE NOTE: [Insert appropriate Governance Mechanism/Arrangements]* will be followed

Ledger access

19. Staff in the *GUIDANCE NOTE: [Host ICB, Insert Appropriate name]* will have access to each of the ICBs ledgers to process transactions in line with the agreed ICB Schedule of Payments.
20. Processes will be in place to provide appropriate governance and segregation of duties. These will also be subject to review and audit through the existing ICB audit arrangements, it will be the responsibility of the ICBs to ensure this is referenced within their audit plans for the year in question or any given year.

Funding of Commissioning Support Services for the Host ICB

21. Each individual ICB (including the Host ICB) will receive an allocation and must transfer their allocation to the Host ICB, ensuring it has sufficient funds to cover all expenses, including staff salaries, pay, and non-pay costs.
22. The allocation to transfer to the Host ICB will need to cover the full pay and non-pay cost of the staff who transfer to the Host ICB from NHS England under the TUPE transfer arrangement. The total allocation will cover staff costs, training, and associated travel expenses.
23. The Host ICB is responsible for reporting to ICBs on administrative costs and any underspend. It will return the direct proportion of any underspend to all ICBs (including the Host ICB).

Schedule 5 - Contracting Arrangements

[GUIDANCE: This schedule could be used to set out which organisation is responsible for which contract management activities and set out the list of contracts and detail which organisation holds the contract with the provider and whether there are coordinating and associates to the CCA]

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Classification: Official

Publication reference: Public Board paper (BM/24/45(Pu))



Annex a - list of agreed specialised services for delegation

Agenda item: 8 (public session)

5 December 2024

PSS manual line	PSS manual line description	Service line code	Service line description
2	Adult congenital heart disease services	13X	Adult congenital heart disease services (non-surgical)
		13Y	Adult congenital heart disease services (surgical)
3	Adult specialist pain management services	31Z	Adult specialist pain management services
4	Adult specialist respiratory services	29M	Interstitial lung disease (adults)
		29S	Severe asthma (adults)
		29L	Lung volume reduction (adults)
		29V*	Complex home ventilation (adults)
5	Adult specialist rheumatology services	26Z	Adult specialist rheumatology services
6	Adult secure mental health services	22S(a)*	Secure and specialised mental health services (adult) (medium and low) – excluding LD/ASD/WEMS/ABI/DEAF
		22S(c)*	Secure and specialised mental health services (adult) (Medium and low) – ASD MHLDA PC
		22S(d)*	Secure and specialised mental health services (adult) (Medium and low) – LD MHLDA PC
7	Adult Specialist Cardiac Services	13A	Complex device therapy
		13B	Cardiac electrophysiology and ablation
		13C	Inherited cardiac conditions
		13E	Cardiac surgery (inpatient)
		13F	PPCI for ST- elevation myocardial infarction
		13H	Cardiac magnetic resonance imaging
		13T	Complex interventional cardiology
		13Z	Cardiac surgery (outpatient)
8	Adult specialist eating disorder services	22E*	Adult specialist eating disorder services MHLDA PC
9	Adult specialist endocrinology services	27E	Adrenal Cancer (adults)
		27Z	Adult specialist endocrinology services
11	Adult specialist neurosciences services	08O	Neurology (adults)
		08P	Neurophysiology (adults)
		08R	Neuroradiology (adults)
		08S	Neurosurgery (adults)
		08T	Mechanical Thrombectomy
		58A	Neurosurgery LVHC national: surgical removal of clival chordoma and chondrosarcoma
		58B	Neurosurgery LVHC national: EC-IC bypass (complex/high flow)
		58C	Neurosurgery LVHC national: transoral excision of dens
		58D	Neurosurgery LVHC regional: anterior skull based tumours
		58E	Neurosurgery LVHC regional: lateral skull based tumours
		58F	Neurosurgery LVHC regional: surgical removal of brainstem lesions
		58G	Neurosurgery LVHC regional: deep brain stimulation
		58H	Neurosurgery LVHC regional: pineal tumour surgeries - resection
		58I	Neurosurgery LVHC regional: removal of arteriovenous malformations of the nervous system
		58J	Neurosurgery LVHC regional: epilepsy
		58K	Neurosurgery LVHC regional: insula glioma's/complex low grade glioma's
		58L	Neurosurgery LVHC local: anterior lumbar fusion
		58M	Neurosurgery LVHC local: removal of intramedullary spinal tumours
		58N	Neurosurgery LVHC local: intraventricular tumours resection
		58O	Neurosurgery LVHC local: surgical repair of aneurysms (surgical clipping)
	58P	Neurosurgery LVHC local: thoracic discectomy	
58Q	Neurosurgery LVHC local: microvascular decompression for trigeminal neuralgia		
58R	Neurosurgery LVHC local: awake surgery for removal of brain tumours		
58S	Neurosurgery LVHC local: removal of pituitary tumours including for Cushing's and acromegaly		
	Adult specialist neurosciences services (continued)		

PSS manual line	PSS manual line description	Service line code	Service line description
12	Adult specialist ophthalmology services	37C	Artificial Eye Service
		37Z	Adult specialist ophthalmology services
13	Adult specialist orthopaedic services	34A	Orthopaedic surgery (adults)
		34R	Orthopaedic revision (adults)
15	Adult specialist renal services	11B	Renal dialysis
		11C	Access for renal dialysis
		11T*	Renal Transplantation
16	Adult specialist services for people living with HIV	14A	Adult specialised services for people living with HIV
17	Adult specialist vascular services	30Z	Adult specialist vascular services
18	Adult thoracic surgery services	29B	Complex thoracic surgery (adults)
		29Z	Adult thoracic surgery services: outpatients
29	Haematopoietic stem cell transplantation services (adults and children)	02Z*	Haematopoietic stem cell transplantation services (adults and children)
		ECP*	Extracorporeal photopheresis service (adults and children)
30	Bone conduction hearing implant services (adults and children)	32B	Bone anchored hearing aids service
		32D	Middle ear implantable hearing aids service
32	Children and young people's inpatient mental health service	23K*	Tier 4 CAMHS (general adolescent inc. eating disorders) MHLDA PC
		23L*	Tier 4 CAMHS (low secure) MHLDA PC
		23O*	Tier 4 CAMHS (PICU) MHLDA PC
		23U*	Tier 4 CAMHS (LD) MHLDA PC
		23V*	
35	Cleft lip and palate services (adults and children)	15Z	Cleft lip and palate services (adults and children)
36	Cochlear implantation services (adults and children)	32A	Cochlear implantation services (adults and children)
40	Complex spinal surgery services (adults and children)	06Z	Complex spinal surgery services (adults and children)
		08Z	Complex neuro-spinal surgery services (adults and children)
45	Cystic fibrosis services (adults and children)	10Z*	Cystic fibrosis services (adults and children)
54	Fetal medicine services (adults and adolescents)	04C	Fetal medicine services (adults and adolescents)
58	Specialist adult gynaecological surgery and urinary surgery services for females	04A	Severe Endometriosis
		04D	Complex urinary incontinence and genital prolapse
58A	Specialist adult urological surgery services for men	41P	Penile implants
		41S	Surgical sperm removal
		41U	Urethral reconstruction
59	Specialist allergy services (adults and children)	17Z	Specialist allergy services (adults and children)
61	Specialist dermatology services (adults and children)	24Z	Specialist dermatology services (adults and children)
62	Specialist metabolic disorder services (adults and children)	36Z	Specialist metabolic disorder services (adults and children)
63	Specialist pain management services for children	23Y	Specialist pain management services for children
64	Specialist palliative care services for children and young adults	E23	Specialist palliative care services for children and young adults
65	Specialist services for adults with infectious diseases	18A	Specialist services for adults with infectious diseases

PSS manual line	PSS manual line description	Service line code	Service line description
		18E	Specialist Bone and Joint Infection (adults)
72	Major trauma services (adults and children)	34T	Major trauma services (adults and children)
78	Neuropsychiatry services (adults and children)	08Y	Neuropsychiatry services (adults and children)
83	Paediatric cardiac services	23B	Paediatric cardiac services
94	Radiotherapy services (adults and children)	01R	Radiotherapy services (Adults)
		51R	Radiotherapy services (Children)
		01S	Stereotactic Radiosurgery / radiotherapy
98	Specialist secure forensic mental health services for young people	24C*	FCAMHS MHLDA PC
103A	Specialist adult haematology services	03C*	Castleman disease
105	Specialist cancer services (adults) Specialist cancer services (adults) (continued)	01C	Chemotherapy
		01J	Anal cancer (adults)
		01K	Malignant mesothelioma (adults)
		01M	Head and neck cancer (adults)
		01N	Kidney, bladder and prostate cancer (adults)
		01Q	Rare brain and CNS cancer (adults)
		01U	Oesophageal and gastric cancer (adults)
		01V	Biliary tract cancer (adults)
		01W	Liver cancer (adults)
		01X*	Penile cancer (adults)
		01Y	Cancer Outpatients (adults)
		01Z	Testicular cancer (adults)
		04F	Gynaecological cancer (adults)
		19V	Pancreatic cancer (adults)
		19C	Biliary tract cancer surgery (adults)
		19M	Liver cancer surgery (adults)
		19Q	Pancreatic cancer surgery (adults)
		24Y	Skin cancer (adults)
		29E*	Management of central airway obstruction (adults)
		51A	Interventional oncology (adults)
		51B	Brachytherapy (adults)
		51C	Molecular oncology (adults)
		61M	Head and neck cancer surgery (adults)
		61Q	Ophthalmic cancer surgery (adults)
		61U	Oesophageal and gastric cancer surgery (adults)
		61Z	Testicular cancer surgery (adults)
		33C	Transanal endoscopic microsurgery (adults)
		33D	Distal sacrectomy for advanced and recurrent rectal cancer (adults)
106	Specialist cancer services for children and young adults	01T	Teenage and young adult cancer
		23A	Children's cancer
106A	Specialist colorectal surgery services (adults)	33A	Complex surgery for faecal incontinence (adults)
		33B	Complex inflammatory bowel disease (adults)
107	Specialist dentistry services for children	23P	Specialist dentistry services for children
108	Specialist ear, nose and throat services for children	23D	Specialist ear, nose and throat services for children
109	Specialist endocrinology services for children	23E	Specialist endocrinology and diabetes services for children
110	Specialist gastroenterology, hepatology and nutritional support services for children	23F	Specialist gastroenterology, hepatology and nutritional support services for children
112	Specialist gynaecology services for children	73X	Specialist paediatric surgery services - gynaecology

PSS manual line	PSS manual line description	Service line code	Service line description
113	Specialist haematology services for children	23H	Specialist haematology services for children
114	Specialist haemoglobinopathy services (adults and children)	38S*	Sickle cell anaemia (adults and children)
		38T*	Thalassemia (adults and children)
115	Specialist immunology services for adults with deficient immune systems	16X*	Specialist immunology services for adults with deficient immune systems
115A	Specialist immunology services for children with deficient immune systems	16Y*	Specialist immunology services for children with deficient immune systems
115B	Specialist maternity care for adults diagnosed with abnormally invasive placenta	04G	Specialist maternity care for women diagnosed with abnormally invasive placenta
118	Neonatal critical care services	NIC	Specialist neonatal care services
119	Specialist neuroscience services for children	23M	Specialist neuroscience services for children
		07Y	Paediatric neurorehabilitation
		08J	Selective dorsal rhizotomy
120	Specialist ophthalmology services for children	23N	Specialist ophthalmology services for children
121	Specialist orthopaedic services for children	23Q	Specialist orthopaedic services for children
122	Paediatric critical care services	PIC	Specialist paediatric intensive care services
124	Specialist perinatal mental health services (adults and adolescents)	22P*	Specialist perinatal mental health services (adults and adolescents) MHLDA PC
125	Specialist plastic surgery services for children	23R	Specialist plastic surgery services for children
126	Specialist rehabilitation services for patients with highly complex needs (adults and children)	07Z	Specialist rehabilitation services for patients with highly complex needs (adults and children)
127	Specialist renal services for children	23S	Specialist renal services for children
128	Specialist respiratory services for children	23T	Specialist respiratory services for children
129	Specialist rheumatology services for children	23W	Specialist rheumatology services for children
130	Specialist services for children with infectious diseases	18C	Specialist services for children with infectious diseases
131	Specialist services for complex liver, biliary and pancreatic diseases in adults	19L	Specialist services for complex liver diseases in adults
		19P	Specialist services for complex pancreatic diseases in adults
		19Z	Specialist services for complex liver, biliary and pancreatic diseases in adults
		19B	Specialist services for complex biliary diseases in adults
132	Specialist services for haemophilia and other related bleeding disorders (adults and children)	03X	Specialist services for haemophilia and other related bleeding disorders (Adults)
		03Y	Specialist services for haemophilia and other related bleeding disorders (Children)
134	Specialist services to support patients with complex physical disabilities (excluding wheelchair services) (adults and children)	05C*	Specialist augmentative and alternative communication aids (adults and children)
		05E*	Specialist environmental controls (adults and children)
		05P	Prosthetics (adults and children)
135	Specialist paediatric surgery services	23X	Specialist paediatric surgery services - general surgery
136	Specialist paediatric urology services	23Z	Specialist paediatric urology services
139A	Specialist morbid obesity services for children	35Z	Specialist morbid obesity services for children
139AA	Termination services for patients with medical complexity and or significant co-morbidities requiring treatment in a specialist hospital	04P	Termination services for patients with medical complexity and or significant co-morbidities requiring treatment in a specialist hospital
ACC	Adult Critical Care	ACC	Adult critical care

* Agreed additional specialised service for delegation from April 2025

