**NHS Gloucestershire**

**integrated care board**

**Primary Care & Direct Commissioning Committee**

**terms of reference**

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# Introduction

* 1. The Primary Care & Direct Commissioning Committee, PC&DC (the Committee) is established by the Integrated Care Board (the Board or ICB) as a Committee of the Board in accordance with its Constitution and with Delegations made under section 65Z5 of the 2006 NHS Act. The Committee has specific responsibilities with regard to primary care medical services, which are long established and for Pharmaceutical, Ophthalmic and Dental (POD) services delegated by NHS England to NHS Gloucestershire ICB on 1 April 2023.
  2. NHS England has delegated authority to the ICB for the commissioning of primary care and POD services. Part 1 of Schedule 2A, 2B, 2C and 2D (Primary Medical, Dental, Ophthalmic and Pharmaceutical Services) Delegation Agreement (see here) sets provision regarding the carrying out of those Delegated Functions relating to Primary Medical Care & POD Services, being in summary:
     + - decisions in relation to the commissioning and management of primary medical care services, primary dental services and prescribed dental services, primary ophthalmic services and pharmaceutical services and local pharmaceutical services:
       - planning the provision of services, including carrying out needs assessments.
       - undertaking reviews of services.
       - management of the Delegated Funds with respect to services.
       - seek assurance in respect of the delivery of high quality, safe and effective primary care and POD services as part of the management of the contracts with primary care and POD service providers.
       - co-ordinating a common approach to the commissioning and delivery of Primary Medical and POD Services with other health and social care bodies in respect of the Area where appropriate; and
       - such other ancillary activities that are necessary in order to exercise the Delegated Functions.
  3. The committee acknowledges that, in addition to the statutory duties set out in Schedules 2A, 2B, 2C and 2D, it must comply with the following as regards primary medical care and POD services:
     1. *duty to consult with Local Medical Committees and other stakeholders in accordance with the duty of public involvement and consultation under section 14Z2 of the NHS Act.*
  4. These Terms of Reference (ToR), which must be published on the ICB website, set out the membership, the remit, responsibilities, and reporting arrangements of the Committee and may only be changed with the approval of the Board.
  5. Committee members including those who are not members of the ICB Board, are bound by the Standing Orders and other policies of the ICB.

# Purpose

* 1. The purpose of the Committee is to manage the delivery of those elements of the primary medical care and POD services delegated by NHS England to the ICB. The aim will be to deliver to the people of Gloucestershire, on behalf of the ICB, services that are of high quality, clinically effective and safe, within available resources. This will be delivered through a culture of openness and transparency, supported by sound governance arrangements.
  2. The Committee has two distinct roles: assurance of the delegated functions related to primary care, pharmacy, optometry and dental services; and a strategic role scrutinising the long term strategies and plans related to these services including the infrastructure plan.

# Delegated Authority

* 1. The PC&DC Committee is a formal committee of the ICB. The Board has delegated authority to the Committee as set out in the Scheme of Reservation and Delegation and may be amended from time to time.
  2. The PC&DC Committee is authorised by the Integrated Care Board to:
     + - Seek any information it requires within its remit, from any employee or member of the ICB (who are directed to co-operate with any request made by the Committee) as outlined in these terms of reference.
       - Commission any reports it deems necessary to help fulfil its obligations.
       - Obtain legal or other independent professional advice and secure the attendance of advisors with relevant expertise if it considers this is necessary to fulfil its functions. In doing so the Committee must follow any procedures put in place by the ICB for obtaining legal or professional advice.
  3. The PC&DC Committee holds only those powers as delegated in these Terms of Reference as determined by the ICB Board.

# Membership

* 1. The Committee members shall be appointed by the Board in accordance with the ICB Constitution.
  2. The Board will appoint the seven committee members:
     + - Committee Chair: shall be a Non-Executive Director of the ICB who is not the Chair of the Audit Committee;
       - Committee Vice-Chair: Independent Non-Executive Director of the ICB with a remit for Quality.
       - Chief Executive Officer or Deputy CEO of the ICB
       - ICB Chief Medical Officer
       - ICB Chief Nursing Officer
       - ICB Chief Financial Officer
  3. Members will possess between them knowledge, skills and experience in Primary Care and POD development and contracting, patient safety and quality and technical or specialist issues pertinent to the ICB’s business (such as dentistry, optometry, and pharmacy). When determining the membership of the Committee, active consideration will be made to diversity and equality.
  4. Membership will be reviewed, and other individuals may be invited to become members of the Committee as and when appropriate to meet the needs of the agenda.
  5. **Attendees and other Participants**
     1. Only members of the Committee have the right to attend Committee meetings, however all meetings of the Committee will also be attended by the following individuals who are not members of the Committee:
        + Director of Primary Care & Place
        + Deputy Director of Primary Care and Place (Primary Care Development).
        + Healthwatch
        + Primary Care ICB Board participant
        + Head of Primary Care Contracting
        + Councillor, Gloucestershire County Council.
     2. Other individuals may be invited to attend all or part of any meeting as and when appropriate to assist it with its discussions on any particular matter, including representatives from the primary care estates, workforce developments and the Training Hub.
     3. The Chair may ask any or all of those who normally attend, but who are not members, to withdraw to facilitate open and frank discussion of particular matters.
     4. If the membership of the Committee includes the Deputy CEO rather than the CEO, then the Chief Executive should be invited to attend the meeting at least annually.
  6. **Attendance**
     1. Where an attendee of the Committee (who is not a member of the Committee) is unable to attend a meeting, a suitable alternative may be agreed with the Chair.

# Quoracy

* 1. For a meeting to be quorate a minimum of four members must be present at the meeting, including:
     + - One Independent Non-Executive Director of the ICB.
       - Chief Financial Officer or their nominated deputy
  2. If any member of the Committee has been disqualified from participating in an item on the agenda, by reason of a declaration of conflicts of interest, then that individual shall no longer count towards the quorum.
  3. If the quorum has not been reached, then the meeting may proceed if those attending agree, but no decisions may be taken.

# Voting and Decision-Making

* 1. The Committee will ordinarily reach conclusions by consensus. When this is not possible the Chair may call a vote.
  2. Only members of the Committee may vote. Each member is allowed one vote and a majority will be conclusive on any matter. Where there is a split vote, with no clear majority, the Chair of the Committee will hold the casting vote.
  3. If a decision is needed which cannot wait for the next scheduled meeting, the Chair may conduct business on a ‘virtual’ basis through the use of telephone, email, or other electronic communication.

# Frequency and Notice of Meetings

* 1. The Committee shall meet up to six times a year. The Chair of the Committee may convene additional meetings as required.
  2. The Committee shall conduct its business in accordance with the Standing Orders and the Scheme of Reservation and Delegation, in addition to other relevant ICB policies. The Committee may meet virtually when necessary, and members attending using electronic means such as telephone or videoconferencing shall be counted towards the quorum.

# Committee Secretariat

* 1. The Committee shall be supported with a secretariat function provided by the Corporate Governance Team. The Governance Team shall ensure that:
  2. The agenda and papers are prepared and distributed in accordance with the Standing Orders at least five (5) working days before the meeting, having been agreed by the Chair with the support of the relevant Executive Lead – Director of Primary Care & Place.
  3. Attendance by members of the committee is monitored and reported annually as part of the Annual Governance Statement (contained within the Annual Report).
  4. Records of members’ appointments and renewal dates are maintained, and the Board is prompted to renew membership and identify new members where necessary.
  5. Good quality minutes are taken and agreed with the Chair and that a record of matters arising, action points and issues to be carried forward are kept.
  6. The Chair is supported to prepare and deliver reports to the Board.
  7. The Committee is updated on pertinent issues/ areas of interest/ policy developments.
  8. Action points are taken forward between meetings and progress against those actions is monitored.
  9. An annual review of the effectiveness of the Committee shall be undertaken and the findings along with action plan will be reported to the Committee.
  10. All members or attendees at the Committee are required to declare any potential or actual conflict of interest before items are discussed. There will be a standing agenda item at the beginning of each meeting for this purpose. Even if an interest has been recorded in the register of interests, it must still be declared in meetings where matters relating to that interest are records of members’ appointments and renewal dates and the Board is prompted to renew membership and identify new members where necessary.

# Remit and Responsibilities of the Committee

* 1. In accordance with its statutory powers under section 65Z5 of the NHS Act NHS England has delegated the exercise of the Delegated Functions to the ICB to empower it to commission Primary Care and POD Services for the people of Gloucestershire.
  2. NHS Gloucestershire Integrated Care Board Committee will have a remit which encompasses two primary areas of responsibility assurance and strategy.
  3. The Committee will exercise the delegated authority of the Board to execute assurance against a sub-set of its statutory duties and functions. It will retain oversight of progress against the Integrated Care Board’s strategic priorities through the developing partnership and integrated working of its members. This balanced approach will ensure that the governance focus of the Committee spans both current performance and risk as well as strategic development and system effectiveness.
  4. The role of the Primary Care and Direct Commissioning Committee shall be to carry out delegated functions that are related to the commissioning of primary medical care and POD services from NHS England to the ICB as set out below:
     + - Appendix A – Schedule 1 2A – list of delegated functions for Primary Medical Care Services
       - Appendix B – Schedule 1 2B – list of delegated functions for Primary Dental Services
       - Appendix C – Schedule 1 2C – list of delegated functions for Primary Ophthalmic Services
       - Appendix D – Schedule 1 2D – list of delegated functions for Primary Pharmaceutical Services
  5. The Committee shall also have oversight of the landscape, development plans and performance/usage of digital information system (notably clinical/patient information systems) and other technology, uptake of and compliance with local and national digital transformation and integration programmes, and the adoption of innovative medical technology.
  6. The Committee shall also have oversight of the strategies and plans pertaining to primary care and POD services, these will also include workforce plans and the primary care infrastructure plan.
  7. **Primary Care Networks (PCNs)**
     1. PCNs shall be accountable to the PC&DC Committee including contractual responsibilities.
     2. The Committee shall review the ICB plans for the management of the Network Contract Directed Enhanced Services, including plans for re-commissioning these services annually, where appropriate.
     3. The Committee shall receive assurances that the planning of Primary Care Networks in Gloucestershire complies with published specifications and mandated guidance including:
        + Maintain or establish identified Network Areas to support the local population.
        + Review any waived PCN list size requirements wherever possible and appropriate to best support the local population;.
        + Ensure that each PCN has at all times an accountable Clinical Director.
        + Align each PCN with an ICB that would best support delivery of services to the local population.
        + Collaborate and work with other ICBs as appropriate to agree which ICB will be the lead ICB for the PCN
     4. The Committee shall receive assurances that the planning of Primary Care Networks in Gloucestershire complies with published specifications and guidance including maintaining or establishing identified Network Areas to support the local population in the area.
     5. The Committee shall receive highlight reports regarding the activities of Primary Care Networks, including PCN transformation and improvement plan progress, shared risks and issues, and interaction with individual member practices and Integrated Locality Partnerships (ILPs).
  8. **Financial Accountability**
     1. The Committee’s authority for procuring services is covered in the ICB Scheme of Reservation and Delegation and Standing Financial Instructions.
     2. The Committee shall refresh the Primary Care Strategy and include POD services for Gloucestershire and report on and make recommendations to the ICB on the following:
        + Primary Medical Care & POD Strategy for Gloucestershire
        + Planning primary medical care & POD services in Gloucestershire (including needs assessment)
        + Performance management of primary care services and contracts.
     3. The Committee may delegate some tasks to such individuals, sub-committees, or individual members as it shall see fit, provided that any such delegations are consistent with the parties’ relevant governance arrangements, are recorded in a scheme of delegation, are governed by terms of reference as appropriate and reflect appropriate arrangements for the management of conflicts of interest. The Committee may not delegate the procurement of services to any individual or sub-committee.
     4. The Committee shall be structured to address two core parts: statutory functions, and the transformational agenda which will link with the Clinical Programmes Approach and interface with, but not oversee, ILPs.
     5. The Committee shall receive information regarding the allocation of operational and transformation funding provided to individual practices and PCNs, both capital and revenue, and similarly shall receive information on the use of those funds relative to the achievement of agreed objectives. The Committee shall hold practices and PCNs to account for value for money and other pertinent metrics regarding any such funding. Such monitoring and accountability notably includes, but may not be limited to, all items listed under sections 9.3 and 9.4 of these Terms of Reference

# Relationship with the ICB and other Groups/Committees/Boards

* 1. The Committee has delegated authority for the commissioning of some primary medical care and POD services as outlined in the Delegation Agreement (appendices 1-4.)
  2. The Committee shall make recommendations to the ICB for the primary medical care and POD services and functions listed in the Delegation Agreement (appendices 1-4.)
  3. The Committee will periodically provide to the ICB Quality Committee updates regarding the quality and safety of primary medical care and POD services commissioned by the ICB, as well as sharing innovations in practice.
  4. The ICB Primary Care Operational Group (PCOG) shall undertake the operational management, implementation and oversight of the nationally defined primary medical care and POD contracts and the primary medical care and POD workstreams. In addition, the PCOG will also monitor complaints and quality.
  5. The Primary Care Operational Group will act as a sub-committee and shall report to the Committee and submit the minutes of their meetings to the Committee for review. The Terms of Referenced for PCOG will be approved by the PC&DC including any revision or amendments.
  6. The Primary Care Operational Group shall provide a timely summary highlight report of primary care planning, performance (operational and financial), quality and transformation activities for review and approval by the PC&DC Committee.

# Policy and Best Practice

* 1. The Committee has delegated authority for the commissioning of some primary medical care and POD services as outlined Delegation Agreement (appendices 1-4.)
  2. When considering matters, the Committee should take into account the following:
     + - All statutory requirements applicable to the ICB.
       - NHS England requirements and standards.
       - Best professional practice and standards, e.g., CIPD.
       - Emerging risks and issues.
       - Relevant Business Information and Data analyses.
  3. In exercising the Delegated Functions, the Committee must have due regard to the Guidance set out at Schedule 9 and such other guidance as may be issued by NHS England from time to time, including on the Primary Care & POD Guidance web pages.
  4. The Committee shall have regard to current good practice, policies and guidance from NHSE&I, the ICS, and other relevant bodies.

# Monitoring and Reporting

* 1. The Committee is accountable to the Board and shall report to the Board on how it discharges its responsibilities.
  2. The minutes of each meeting of the Committee shall be formally recorded and retained by the Integrated Care Board. The minutes shall be submitted to the Board of the ICB.
  3. The Chair will provide assurance reports to the Board after each meeting and shall draw to the attention of the Board any issues that require disclosure to the Board or require action.
  4. The Committee will provide an annual report to the Board to describe how it has fulfilled its terms of reference, details on progress and a summary of key achievements in delivering its responsibilities.
  5. The Committee will undertake an annual committee effectiveness review using the existing template model.

# Conduct of the Committee

* 1. Members will be expected to conduct business in line with the ICB values and objectives.
  2. Members of, and those attending the Committee shall behave in accordance with the ICB’s Constitution, Standing Orders, and Standards of Business Conduct Policy.
  3. Members must demonstrably consider the equality, diversity, and inclusion implications of decisions they make.
  4. Conflicts of interests: In discharging duties transparently, conflicts of interest must be considered, recorded, and managed. Members should have regard to both the ICB’s policies and national guidance on managing conflicts of interest. All potential conflicts of interest must be declared and recorded at the start of each meeting. A register of interests must be maintained by the Governance Team and submitted to the PC&DC Committee at each meeting and to the Board annually. If the Chair considers a conflict of interest exists then the relevant person must not take part in that item, and the Chair may require the affected member to withdraw at the relevant point.

# Review of the ToR

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

**Appendix 1**

**This appendix has been taken from the delegation agreement**

**Schedule 2A: Primary Medical Services**

**Part 1: General Obligations**

1. **Introduction** 
   1. This Part 1 of Schedule 2A *(Primary Medical Services)* sets out further provision regarding the carrying out of those Delegated Functions relating to Primary Medical Services, being in summary:
      1. decisions in relation to the commissioning and management of Primary Medical Services;
      2. planning Primary Medical Services in the Area, including carrying out needs assessments;
      3. undertaking reviews of Primary Medical Services in respect of the Area;
      4. management of the Delegated Funds in the Area;
      5. co-ordinating a common approach to the commissioning and delivery of Primary Medical Services with other health and social care bodies in respect of the Area where appropriate; and
      6. such other ancillary activities that are necessary in order to exercise the Delegated Functions.
2. **General Obligations**
   1. The ICB is responsible for planning the commissioning of primary medical services.
   2. The role of the ICB includes:
      1. carrying out needs assessments, and regular reviews of such assessments, to determine the needs of the population in the Area; and
      2. identifying and implementing changes to meet any unmet needs which may be met through the delivery of Primary Medical Services.
   3. In respect of integrated working, the ICB must:
      1. take an integrated approach to working and co-ordinating with stakeholders including NHS England, Local Authorities, Healthwatch, acute and community providers, the Local Medical Committee, and other stakeholders;
      2. work with NHS England and other ICBs to co-ordinate a common approach to the commissioning of Primary Medical Services generally; and
      3. work with NHS England to coordinate the exercise of their respective performance management functions.
   4. In relation to the Delegated Functions, the ICB agrees to perform the following general obligations:
      1. to manage the Primary Medical Services Contracts and perform all of NHS England’s obligations under each of the Primary Medical Services Contracts in accordance with the terms of the Primary Medical Services Contracts as if it were named in the contract in place of NHS England;
      2. actively manage the performance of the Primary Medical Services Provider in order to secure the needs of people who use the services, improve the quality of services and improve efficiency in the provision of the services including by taking timely action to enforce contractual breaches, serve notices or provide discretionary support;
      3. ensure that it obtains value for money on behalf of NHS England, and avoids making any double payments under any Primary Medical Services Contracts;
      4. notify NHS England immediately (or in any event within two (2) Operational Days) of any breach by the ICB of its obligations to perform any of NHS England’s obligations under the Primary Medical Services Contracts;
      5. undertake any investigations relating (among other things) to whistleblowing claims, infection control and patient complaints;
      6. keep a record of all of the Primary Medical Services Contracts that the ICB manages setting out the following details in relation to each Primary Medical Services Contract:
         1. name of the Primary Medical Services Provider;
         2. the name by which the Primary Medical Services Provider is known (if different to the name recorded under paragraph 2.4.6.1);
         3. location of provision of services; and
         4. amounts payable under the Primary Medical Services Contract (if a contract sum is payable) or amount payable in respect of each patient (if there is no contract sum).
   5. Without prejudice to clause 9 (*Finance*) of the Agreement or paragraph 2.4 above, the ICB must actively manage each of the relevant Primary Medical Services Contracts including by:
      1. reviewing the performance of the relevant Primary Medical Services Contract, including in respect of quality standards, incentives and the QOF, observance of service specifications, and monitoring of activity and finance;
      2. assessing quality and outcomes (including clinical effectiveness, patient experience, patient safety and addressing inequalities);
      3. managing variations to the relevant Primary Medical Services Contract or services in accordance with national policy, service user needs and clinical developments;
      4. agreeing information and reporting requirements and managing information breaches (which will include use of the NHS Digital Data Security and Protection Toolkit);
      5. agreeing local prices, managing agreements or proposals for local variations and local modifications;
      6. conducting review meetings and undertaking contract management including the issuing of contract queries and agreeing any remedial action plan or related contract management processes; and
      7. complying with and implementing any relevant Mandated Guidance issued from time to time.
   6. This paragraph is without prejudice to clause 10 (*Information, Planning and Reporting*) or any other provision in this Agreement. The ICB must provide NHS England with:
      1. such information relating to individual Primary Medical Services Providers in the Area as NHS England may reasonably request, to ensure that NHS England is able to continue to gather national data regarding the commissioning or performance of Primary Medical Services Providers;
      2. such data/data sets as required by NHS England to ensure population of any national dashboards;
      3. any other data/data sets as required by NHS England; and
      4. the ICB shall procure that providers accurately record and report information so as to allow NHS England and other agencies to discharge their functions.
   7. It should be noted that while the ICB is also required to exercise functions in respect of dispensing doctors, arrangements in respect of these functions are described in Schedule 2D (Pharmaceutical Services).

**Part 2: Specific Obligations**

1. **Introduction**

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

1. **Primary Medical Services Contract Management**

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

1. **Enhanced Services**
   1. The ICB must manage the design (where applicable) and commissioning of any Enhanced Services, including re-commissioning these services annually where appropriate.
   2. The ICB may consider any local enhanced services entered into with Primary Medical Services Providers in its Area using NHS Standard Contracts. Where these would continue to be beneficial to the Area, the ICB may manage the ongoing design and commissioning (including re-commissioning) of these services via a Local Incentives Scheme.
   3. The ICB must ensure that it complies with any Mandated Guidance in relation to the design and commissioning of Enhanced Services.
   4. When commissioning newly designed Enhanced Services the ICB must:
      1. consider the needs of the local population in the Area;
      2. develop the necessary specifications and templates for the Enhanced Services, as required to meet the needs of the local population in the Area;
      3. when developing the necessary specifications and templates for the Enhanced Services, ensure that value for money will be obtained;
      4. consult with Local Medical Committees and other stakeholders and comply with the duty of public involvement and consultation under section 14Z45 of the NHS Act;
      5. liaise with system providers and representative bodies to ensure that the system in relation to the Directed Enhanced Services, NHS England Enhanced Services and Local Enhanced Services will be functional and secure;
      6. support Data Controllers in providing ‘fair processing’ information as required by the UK GDPR; and
      7. support Primary Medical Services Providers in entering into data processing agreements with data processors in the terms required by the UK GDPR.
2. **Design of Local Incentive Schemes**
   1. The ICB may design and offer Local Incentive Schemes for Primary Medical Services Providers, sensitive to the differing needs of their particular communities. This includes in addition to or as an alternative to the national contractual frameworks (including as an alternative to QOF or Enhanced Services), provided that such schemes are voluntary, and the ICB continues to offer the national schemes.
   2. There is no formal approvals process that the ICB must follow to develop a Local Incentive Scheme, although when designing and implementing any proposed new Local Incentive Scheme the ICB must:
      1. consider the needs of the local population in the Area;
      2. develop the specifications and templates for the Local Incentive Scheme;
      3. consult with Local Medical Committees and other stakeholders and comply with the duty of public involvement and consultation under section 14Z45 of the NHS Act;
      4. liaise with system providers and representative bodies to ensure that the system in relation to the Local Incentive Schemes will be functional and secure;
      5. support Data Controllers in providing privacy information as required by the UK GDPR; and
      6. support Primary Medical Services Providers in entering into data processing agreements with data processors in terms required by the UK GDPR.
   3. The ICB must be able to:
      1. demonstrate improved outcomes, reduced inequalities and value for money;
      2. support ongoing national reporting requirements (where applicable); and
      3. must reflect the changes agreed as part of the national PMS reviews ( <https://www.england.nhs.uk/commissioning/wp-content/uploads/sites/12/2016/05/implement-pms-fund-changes.pdf> ).
   4. The ongoing assurance of any new Local Incentive Schemes will form part of the ICB’s assurance process under any applicable assurance framework.
   5. Any new Local Incentive Scheme must be implemented without prejudice to the right of Primary Medical Services Providers operating under a GMS Contract to obtain their entitlements which are negotiated and set nationally.
   6. NHS England will continue to set national standing rules, to be reviewed annually, and the ICB must comply with these rules which shall for the purposes of this Agreement be Mandated Guidance.
3. **Making Decisions on Discretionary Payments or Support** 
   1. The ICB must manage and make decisions in relation to any discretionary payments or discretionary support to be made to Primary Medical Services Providers in a consistent, open and transparent way.
   2. The ICB must exercise its discretion to determine the level of payment or type of support to Primary Medical Services Providers, in accordance with any relevant Mandated Guidance.
4. **Making Decisions about Commissioning Urgent Care for Out of Area Registered Patients**
   1. The ICB must manage the design and commissioning of urgent care services (including home visits as required) for its patients registered out of area (including re-commissioning these services annually where appropriate).
   2. The ICB must ensure that it complies with any Mandated Guidance in relation to the design and commissioning of these services.
   3. For the purposes of paragraph 6.1, urgent care means the provision of primary medical services on an urgent basis.
5. **Transparency and freedom of information**
   1. The ICB must:
      1. Respond to requests for information from members of the public and the media, including requests made pursuant to the FOIA, whose subject-matter relates to the performance of the Delegated Functions in the ICB’s Area; and
      2. Provide information and assistance as required to support NHS England in the preparation of responses to parliamentary questions in connection with the Delegated Functions.
6. **Planning the Provider Landscape**
   1. The ICB must plan the primary medical services provider landscape in the Area, including considering and taking decisions in relation to:
      1. establishing new Primary Medical Services Providers in the Area;
      2. managing Primary Medical Services Providers providing inadequate standards of patient care;
      3. the procurement or award of new Primary Medical Services Contracts (in accordance with any procurement protocol or Guidance issued by NHS England from time to time);
      4. closure of practices and branch surgeries;
      5. dispersing the patient lists of Primary Medical Services Providers; and
      6. agreeing variations to the boundaries of Primary Medical Services Providers.
   2. In relation to any new Primary Medical Services Contract to be entered into, the ICB must, without prejudice to any obligation in paragraph 14 (*Procurement and New Contracts*) below, and paragraph 2.5 of Part 1 of this Schedule 2A:
      1. consider and use the form of Primary Medical Services Contract that will ensure compliance with NHS England’s obligations under Law taking into account the persons to whom such Primary Medical Services Contracts may be awarded;
      2. provide to NHS England confirmation as required from time to time that it has considered and complied with its obligations under this Agreement and the Law; and
      3. for the avoidance of doubt, Schedule 5 (Financial Provisions and Decision Making Limits) deals with the sign off requirements for Primary Medical Services Contracts.
7. **Primary Care Networks**
   1. In managing the design and commissioning of the Network Contract Directed Enhanced Services, including re-commissioning these services annually where appropriate, the ICB must plan and manage the Primary Care Networks in the Area, complying with published specifications and Mandated Guidance, including to:
      1. maintain or establish identified Network Areas to support the local population in the Area;
      2. review any waived PCN list size requirements wherever possible and appropriate to best support the local population in the Area;
      3. ensure that each PCN has at all times an accountable Clinical Director;
      4. align each PCN with an ICB that would best support delivery of services to the local population in the Area; and
      5. collaborate and work with other ICBs as appropriate to agree which ICB will be the lead ICB for the PCN.
8. **Approving Primary Medical Services Provider Mergers and Closures** 
   1. The ICB is responsible for approving Primary Medical Services Provider mergers and Primary Medical Services Provider closures in the Area.
   2. The ICB must undertake all necessary consultation when taking any decision in relation to Primary Medical Services Provider mergers or Primary Medical Services Provider closures in the Area, including those set out under section 14Z45 of the NHS Act (duty for public involvement and consultation). The consultation undertaken must be appropriate and proportionate in the circumstances and should include consulting with the Local Medical Committee.
   3. Prior to making any decision in accordance with this paragraph 10 (*Approving Primary Medical Services Provider Mergers and Closures*), the ICB must be able to clearly demonstrate the grounds for such a decision and must have fully considered any impact on the Primary Medical Services Provider’s registered population and that of surrounding practices. The ICB must be able to clearly demonstrate that it has considered other options and has entered into dialogue with the Primary Medical Services Provider as to how any closure or merger will be managed.
   4. In making any decisions pursuant to this paragraph 10 (*Approving Primary Medical Services Provider Mergers and Closures*), the ICB shall act in accordance with relevant Mandated Guidance and also take account of its obligations as set out in paragraph 14 *(Procurement and New Contracts)*, below, where applicable.
9. **Making Decisions in relation to Management of Poorly Performing Primary Medical Services Providers**
   1. The ICB must make decisions in relation to the management of poorly performing Primary Medical Services Provider including, without limitation, decisions and liaison with the CQC where the CQC has reported non-compliance with standards (but excluding any decisions in relation to the Performers List).
   2. In accordance with paragraph 11.1 above, the ICB must:
      1. ensure regular and effective collaboration with the CQC to ensure that information on general practice is shared and discussed in an appropriate and timely manner;
      2. ensure that any risks identified are managed and escalated where necessary;
      3. respond to CQC assessments of Primary Medical Services Providers where improvement is required;
      4. where a Primary Medical Services Provider is placed into special measures, lead a quality summit to ensure the development and monitoring of an appropriate improvement plan (including a communications plan and actions to manage primary care resilience in the locality); and
      5. take appropriate contractual action, including (without limitation) in response to CQC findings.
10. **Premises Costs Directions Functions**
    1. The ICB must comply with the Premises Costs Directions and will be responsible for making decisions in relation to the Premises Costs Directions Functions.
    2. In particular, but without limiting paragraph 12.1, the ICB shall make decisions concerning:
       1. applications for new payments under the Premises Costs Directions (whether such payments are to be made by way of grants or in respect of recurring premises costs); and
       2. revisions to existing payments being made under the Premises Costs Directions.
    3. The ICB must comply with any decision-making limits set out in SCHEDULE 5 (*Financial Provisions and Decision Making Limits*) when taking decisions in relation to the Premises Costs Directions Functions.
    4. The ICB will comply with any Guidance issued by the Secretary of State or NHS England in relation to the Premises Costs Directions, including the Principles of Best Practice, and any other Mandated Guidance in relation to the Premises Costs Directions.
    5. The ICB must work to ensure that the premises estate is properly managed and maintained, including by ensuring strategic estates planning is in place, and work cooperatively with other ICBs as appropriate.
    6. The ICB must ensure it maintains comprehensive records of the primary care estate and any changes to it.
    7. The ICB must liaise where appropriate with NHS Property Services Limited and Community Health Partnerships Limited in relation to the Premises Costs Directions Functions.
    8. The ICB must prioritise the following measures in respect of management of the primary care estate in the Area:
       1. working collaboratively with landlords and tenants to maximise the use of existing estate;
       2. effective asset management practices including (without limitation) regularisation of the occupation of the estate, lease events, rent reviews and up-to-date documentation management; and
       3. seeking the resolution of premises disputes in a timely manner.
11. **Maintaining the Performers List**

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

1. **Procurement and New Contracts**
   1. Until any new arrangements for awarding Primary Medical Services Contracts comes into force, the ICB will make procurement decisions relevant to the exercise of the Delegated Functions and in accordance with the detailed arrangements regarding procurement set out in the procurement protocol issued and updated by NHS England from time to time.
   2. In discharging its responsibilities set out in this Schedule 2A, the ICB must comply at all times with Law and any relevant Guidance (including any applicable procurement law and/or guidance on the selection of, and award of contracts to, providers of healthcare services).
   3. On the coming into force of new arrangements for awarding Primary Medical Services Contracts, the ICB will make decisions on awarding new contracts relevant to the exercise of the Delegated Functions.
   4. When the ICB makes decisions in connection with the awarding of Primary Medical Services Contracts it should ensure that it is able to demonstrate compliance with requirements for the award of Primary Medical Services Contracts, including that the decision was:
      1. made in the best interest of patients, taxpayers and the population;
      2. robust and defensible, with conflicts of interests appropriately managed;
      3. made transparently; and
      4. compliant with the rules of the regime as set out in NHS England guidance.
   5. Where the ICB wishes to develop and offer a locally designed contract, it must ensure that it has consulted with the relevant Local Medical Committees in relation to the proposal and that it can demonstrate that the scheme will:
      1. improve outcomes for patients;
      2. reduce inequalities in the population; and
      3. provide value for money.
2. **Complaints**
   1. The ICB will handle complaints made in respect of Primary Medical Services in accordance with the Complaints Regulations.
3. **Commissioning ancillary support services**
   1. The ICB must procure, and undertake the management and monitoring of contracts for the provision of, such ancillary support services as are required to support the ICB in the effective discharge of the Delegated Functions, including, but not limited to the following:
      1. collection and disposal of clinical waste;
      2. provision of translation and interpretation services;
      3. occupational health services.
4. **Finance**

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

1. **Workforce**
   1. The arrangements for the provision and maintenance of sufficient and appropriately qualified, trained and experienced Staff in order for the ICB to fulfil its responsibilities for each of the Delegated Functions (“the Staffing Model”), will be communicated formally to the ICB by NHS England following recommendations made by the National Moderation Panel.
   2. The ICB is not permitted to vary the Staffing Model agreed with NHS England as part of its application for delegation of the said functions however a variation can be applied for by the ICB and considered by the National Moderation Panel at any time.

**APPENDIX 2**

**This appendix has been taken from the delegation agreement**

**Schedule 2B: Primary Dental Services**

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

**Part 1A: General Obligations – Primary Dental Services**

1. **Introduction**
   1. This Part 1A of Schedule 2B *(Dental Care Services)* sets out general provisions regarding the carrying out of those Delegated Functions relating to Primary Dental Services, being in summary:
      1. decisions in relation to the commissioning and management of Primary Dental Services;
      2. planning Primary Dental Services in the Area, including carrying out needs assessments;
      3. undertaking reviews of Primary Dental Services in the Area;
      4. management of the Delegated Funds in the Area;
      5. co-ordinating a common approach to the commissioning and delivery of Primary Dental Services with other health and social care bodies in respect of the Area where appropriate; and
      6. such other ancillary activities that are necessary in order to exercise the Delegated Functions.
2. **General Obligations**
   1. The ICB is responsible for planning the commissioning of Primary Dental Services.
   2. When planning and commissioning Primary Dental Services, the ICB must comply with Mandated Guidance issued by NHS England.
   3. In respect of integrated working, the ICB must:
      1. take an integrated approach to working and co-ordinating with stakeholders including NHS England, Local Dental Professional Networks, Local Authorities, Healthwatch, acute and community providers, the Local Dental Committee, and other stakeholders;
      2. work with NHS England and other ICBs to co-ordinate a common approach to the commissioning of Primary Dental Services generally; and
      3. work with NHS England to coordinate the exercise of their respective performance management functions.
   4. In relation to the Delegated Functions, the ICB agrees to perform the following general obligations with regard to Dental Services Contracts:
      1. to manage the Dental Services Contracts and perform all of NHS England’s obligations under each of the Dental Services Contracts in accordance with the terms of the Dental Services Contracts as if it were named in the contract in place of NHS England;
      2. working with other organisations, including the NHS Business Services Authority and the NHS England specialised commissioning team as appropriate, actively manage the performance of the Dental Services Provider in order to secure the needs of people who use the services, improve the quality of services and improve efficiency in the provision of the services including by taking timely action to enforce contractual breaches, serve notices or provide discretionary support;
      3. ensure that it obtains value for money on behalf of NHS England, including by avoiding making any double payments under any Dental Services Contracts and reducing the number of contracts which are under-delivering so that funds can be reallocated to meet local oral health needs;
      4. notify NHS England immediately (or in any event within two (2) Operational Days) of any breach by the ICB of its obligations to perform any of NHS England’s obligations under the Dental Services Contracts;
      5. undertake any investigations relating (among other things) to whistleblowing claims, infection control and patient complaints;
      6. keep a record of all of the Dental Services Contracts that the ICB manages on behalf of NHS England setting out the following details in relation to each Dental Services Contract:
         1. name of Dental Services Provider;
         2. any practice or trading name by which the Dental Services Provider is known (if different to the name recorded under paragraph 2.4.6.1);
         3. location of provision of services; and
         4. amounts payable under the contract (if a contract sum is payable) or amount payable in respect of each patient (if there is no contract sum).
   5. Without prejudice to clause 9 *(Finance)* or paragraph 2.4 above, the ICB must actively manage each of the relevant Dental Services Contracts including by:
      1. reviewing and monitoring spending on services provided pursuant to Dental Services Contracts in the Area;
      2. reviewing and monitoring spending on Primary Dental Services commissioned in the Area;
      3. creating purchase orders, coding invoices and making appropriate amendments within the Compass contractor payments system;
      4. managing the relevant Dental Services Contract, including in respect of quality standards, incentives, observance of service specifications, and monitoring of activity and finance;
      5. assessing quality and outcomes (including clinical effectiveness, patient experience and patient safety);
      6. managing variations to the relevant Dental Services Contract or services in accordance with national policy, service user needs and clinical developments;
      7. agreeing information and reporting requirements and managing information breaches (which will include use of the NHS Digital Data Security and Protection Toolkit);
      8. undertaking annual contract activity negotiations, including agreeing local prices, managing agreements or proposals for local variations and local modifications;
      9. conducting review meetings and undertaking contract management including the issuing of contract queries and agreeing any remedial action plan or related contract management processes;
      10. allocating sufficient resources for undertaking contract mediation; and
      11. complying with and implementing any relevant Mandated Guidance issued from time to time.
   6. This paragraph is without prejudice to clause 10 *(Information, Planning and Reporting)* or any other provision in this Agreement. The ICB must provide NHS England with:
      1. such information relating to individual providers of Primary Dental Services in the Area as NHS England may reasonably request, to ensure that NHS England is able to continue to gather national data regarding the commissioning or performances of providers of Primary Dental Services;
      2. such data/data sets as required by NHS England to ensure population of any national dashboards;
      3. any other data/data sets as required by NHS England; and
      4. the ICB shall procure that providers accurately record and report information so as to allow NHS England and other agencies to discharge their functions.

**Part 1B: Specific Obligations – Primary Dental Services only**

1. **Introduction**
   1. This Part 1B of Schedule 2B *(Dental Care Services)* sets out further provision regarding the carrying out of each of the Delegated Functions in relation to Primary Dental Services.
2. **Dental Services Contract Management**
   1. The ICB must:
      1. comply with all current and future relevant national Mandated Guidance regarding contract reviews;
      2. monitor contract performance and primary care dental spending, with a view in particular to achieving a reduction in the number of contract holders who are under-delivering, and the reallocation of unused resources to meet the oral health needs of the Area; and
      3. in cooperation with the NHS Business Services Authority, monitor contract performance with a view in particular to addressing patient safety concerns and promoting patient safety.
   2. The ICB must undertake the annual reconciliation of monies claimed by providers against the services provided under any contract for the provision of Dental Care Services made pursuant to NHS England’s functions under Part 5 of the NHS Act procuring such ancillary support services as are required for the performance of this function.
3. **Transparency and freedom of information**
   1. The ICB must:
      1. respond to requests for information from members of the public and the media, including requests made pursuant to the FOIA, whose subject-matter relates to the performance of the Delegated Functions in the ICB’s Area; and
      2. provide information and assistance as required to support NHS England in the preparation of responses to parliamentary questions in connection with the Delegated Functions.
4. **Planning the Provider Landscape**
   1. The ICB must plan the provider landscape in the Area, including considering and taking decisions in relation to:
      1. establishing new Dental Services Providers in the Area;
      2. managing Dental Services Providers providing inadequate standards of patient care;
      3. the procurement or award of new Dental Services Contracts (in accordance with any procurement protocol or Guidance issued by NHS England from time to time); and
      4. closure of practices.
   2. In relation to any new Dental Services Contract to be entered into, the ICB must, without prejudice to any obligation in paragraph 10 (*Procurement and New Contracts*), below:
      1. consider and use the form of Dental Services Contract that will ensure compliance with NHS England’s obligations under Law taking into account the persons to whom such Dental Services Contracts may be awarded;
      2. provide to NHS England confirmation as required from time to time that it has considered and complied with its obligations under this Agreement and the Law; and
      3. for the avoidance of doubt, SCHEDULE 5 (*Financial Provisions and Decision Making Limits*) deals with the sign off requirements for Dental Services Contracts.
5. **Finance** 
   1. Further requirements in respect of finance will be specified in Mandated Guidance.
6. **Staffing and Workforce**
   1. Subject to the terms of this Agreement, the Delegated Functions will be carried out by NHS England Staff in accordance with decisions concerning the Delegated Functions made by the ICB unless the Staff carrying out the Delegated Functions have transferred to the ICB (and/or the ICB has engaged or employed Staff for that purpose).
   2. The arrangements for the provision and maintenance of sufficient and appropriately qualified, trained and experienced Staff in order for the ICB to fulfil its responsibilities for each of the Delegated Functions (“the Staffing Model”), will be communicated formally to the ICB by NHS England following recommendations made by the National Moderation Panel. Further requirements in respect of workforce will be specified in Mandated Guidance.
   3. The ICB is not permitted to vary the Staffing Model agreed with NHS England as part of its application for delegation of the said functions however a variation can be applied for by the ICB and considered by the National Moderation Panel at any time.
7. **Integrating dentistry into communities at Primary Care Network level** 
   1. The ICB must exercise the Delegated Functions with a view to achieving greater integration of dentists into the Integrated Care System at the Primary Care Network level.
8. **Making Decisions in relation to Management of Poorly Performing Dental Services Providers**
   1. The ICB must make decisions in relation to the management of poorly performing Dental Services Provider including, without limitation, decisions and liaison with the CQC where the CQC has reported non-compliance with standards (but excluding any decisions in relation to the Performers List).
   2. In accordance with paragraph 8.1 above, the ICB must:
      1. ensure regular and effective collaboration with the CQC to ensure that information is shared and discussed in an appropriate and timely manner;
      2. ensure that any risks identified are managed and escalated where necessary;
      3. respond to CQC assessments of Dental Services Providers where improvement is required;
      4. where a Dental Services Provider is placed into special measures, lead a quality summit to ensure the development and monitoring of an appropriate improvement plan (including a communications plan and actions to manage primary care resilience in the locality); and
      5. take appropriate contractual action including (without limitation) in response to CQC findings.
9. **Maintaining the Performers List**

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

1. **Procurement and New Contracts**
   1. Until any new arrangements for awarding Dental Services Contracts come into force, the ICB will make procurement decisions relevant to the exercise of the Delegated Functions and in accordance with the detailed arrangements regarding procurement set out in the procurement protocol issued and updated by NHS England from time to time.
   2. In discharging its responsibilities set out in this Schedule 2B, the ICB must comply at all times with Law and all relevant Guidance (including any applicable procurement law and/or guidance on the selection of, and award of contracts to, providers of healthcare services).
   3. On the coming into force of new arrangements for awarding Dental Services Contracts, the ICB will make decisions on awarding new contracts relevant to the exercise of the Delegated Functions.
   4. When the ICB makes decisions in connection with the awarding of Dental Services Contracts it should ensure that it is able to demonstrate compliance with requirements for the award of Dental Services Contracts, including that the decision was:
      1. made in the best interest of patients, taxpayers and the population;
      2. robust and defensible, with conflicts of interests appropriately managed;
      3. made transparently, and
      4. compliant with the rules of the regime as set out in NHS England guidance.
2. **Complaints**
   1. The ICB will handle all complaints made in respect of Primary Dental Services in accordance with the Complaints Regulations.
3. **Commissioning Ancillary Support Services**
   1. The ICB must procure, and undertake the management and monitoring of contracts for the provision of, such ancillary support services as are required to support the ICB in the effective discharge of the Delegated Functions, including, but not limited to the following:
      1. provision of translation and interpretation services; and
      2. occupational health services.

**Part 2A: General Obligations – Prescribed Dental Services**

1. **Introduction**
   1. This Part 2A of Schedule 2B *(Dental Care Services)* sets out general provisions regarding the carrying out of those Delegated Functions relating to Prescribed Dental Services. Prescribed Dental Services constitute Community Dental Services and Secondary Care Dental Services. These include:
      1. decisions in relation to the commissioning and management of Prescribed Dental Services;
      2. planning Prescribed Dental Services in the Area, including carrying out needs assessments;
      3. undertaking reviews of Prescribed Dental Services in the Area;
      4. management of the Delegated Funds in respect of Prescribed Dental Services in the Area;
      5. co-ordinating a common approach to the commissioning and delivery of Prescribed Dental Services with other health and social care bodies where appropriate; and
      6. such other ancillary activities that are necessary in order to exercise the Delegated Functions.
   2. For the purposes of this Schedule 2B, “Secondary Care Dental Services” refers to Prescribed Dental Services which are not Community Dental Services.
2. **General Obligations**
   1. The ICB is responsible for commissioning Prescribed Dental Services for its Population which for the purpose of this Part 2A of Schedule 2B *(Dental Care Services)*, shall refer to a group of people for whom the ICB has core responsibility, as established under the rules published by NHS England under section 14Z31 of the Act.
   2. In respect of integrated working, the ICB must take an integrated approach to working and co-ordinating with stakeholders including NHS England, Local Dental Professional Networks, Local Authorities, Healthwatch, acute and community providers, the Local Dental Committee, managed clinical networks and other stakeholders.
   3. When planning and commissioning Prescribed Dental Services, the ICB must comply with Mandated Guidance issued by NHS England.
   4. The provisions of Paragraph 2.4, 2.5 and 2.6 of Part 1A of this Schedule 2B shall apply in respect of Prescribed Dental Services as if “Dental Services Contract” includes all contracts for Prescribed Dental Services and “Primary Dental Services” include Prescribed Dental Services.
   5. In awarding any new contract for Prescribed Dental Services, the ICB must:
      1. comply with Law and all relevant Guidance (including any applicable procurement law and/or guidance on the selection of, and award of contracts to, providers of healthcare services);
      2. use the current NHS Standard Contract published by NHS England from time to time; or an appropriate contract for the provision of Dental Care Services made pursuant to NHS England’s functions under Part 5 of the NHS Act; and
      3. where the NHS Standard Contract is used, pay for the Services in accordance with the NHS Payment Scheme (as defined in the Health and Social Care Act 2012).

**Part 2B: Specific Obligations – Prescribed Dental Services**

1. **Introduction**
   1. This Part 2B of Schedule 2B *(Prescribed Dental Care Services)* sets out further provision regarding the carrying out of each of the Delegated Functions in relation to Prescribed Dental Services.
2. **Community Dental Services Commissioning Obligations** 
   1. Community Dental Services may currently be contracted for by way of either an NHS Standard Contract or a PDS Agreement, as appropriate to the particular service. Accordingly:
      1. where Community Dental Services are commissioned on PDS Agreement terms (or it is appropriate to commission a new agreement for Community Dental Services on a PDS Agreement or other agreement made pursuant to NHS England’s functions under Part 5 of the NHS Act), those contracts must be managed in accordance with the relevant provisions of Part 1A and Part 1B of this Schedule 2B as if they were Primary Dental Services for the purposes of that Part. The provisions of this Part 2A of Schedule 2B also apply; and
      2. where Community Dental Services are commissioned on NHS Standard Contract terms, the provisions of this Part 2A of Schedule 2B apply in full.
3. **Secondary Care Dental Services Commissioning Obligations**
   1. For the first financial year following delegation of Secondary Care Dental Services to the ICB (the “Initial Year of Delegation”), the Secondary Care Dental Services shall be commissioned through wider NHS Standard Contracts made between NHS England and the relevant providers that a) cover the whole population of England; and b) typically also cover other services. Accordingly, unless otherwise stated within a Contractual Notice, for the Initial Year of Delegation ONLY the following shall apply:
      1. The commissioning responsibility for the Secondary Care Dental Service elements of the relevant NHS Standard Contracts is delegated to the ICB to the extent that they relate to its Population;
      2. NHS England is, and will remain, the “co-ordinating commissioner” (as defined in the NHS Standard Contract) for those contracts, meaning that NHS England retains core contract management responsibility;
      3. Delegation of commissioning responsibility for the Secondary Care Dental service elements of the relevant NHS Standard Contracts is permitted by clause GC12 of those contracts. NHS England has confirmed these delegation arrangements by letter to each affected provider so that they are aware of the ICB’s role as Secondary Care Dental Services commissioner.
      4. whilst the ICB is commissioner of the Secondary Care Dental Service elements of the contract that relate to its Population, it does not have any direct contract management role and must work with NHS England as co-ordinating commissioner, raising any contractual issues with NHS England for consideration and any appropriate action;
      5. The ICB shall ensure that contractual payments are made to providers for the provision of Secondary Care Dental Services in respect of the ICB’s Population, as required by the terms of those contracts. This may represent only a proportion of the overall payment due to the provider for Secondary Care Dental Services delivered more widely under that contract.
   2. For all subsequent financial years following the Initial Year of Delegation the ICB will be responsible for ensuring that appropriate contractual arrangements are in place to ensure continuity of Secondary Care Dental Services for its Population.
4. **Prescribed Dental Services Contract Management**
   1. Subject to Paragraph 4.2 of this Part 2B of Schedule 2B, the ICB must:
      1. comply with all current and future relevant national Mandated Guidance regarding contract reviews;
      2. monitor contract performance and prescribed care dental spending, with a view in particular to ensuring the delivery of agreed contract activity, and the reallocation of unused resources to meet the oral health needs of the Area;
      3. monitor contract performance with a view in particular to addressing patient safety concerns and promoting patient safety; and
      4. ensure appropriate oversight of the Prescribed Dental Services, including, where appropriate, procuring such ancillary support services as are required for the performance of this function.
   2. For the Initial Year of Delegation in respect of Secondary Care Dental Services the requirements set out in paragraph 4.1 of this Part 2B of Schedule 2B do not apply and the terms of the relevant Contractual Notice shall apply.
5. **Transparency and freedom of information**
   1. The ICB must:
      1. respond to requests for information from members of the public and the media, including requests made pursuant to the FOIA, whose subject-matter relates to the performance of the Delegated Functions in the ICB’s Area; and
      2. provide information and assistance as required to support NHS England in the preparation of responses to parliamentary questions in connection with the Delegated Functions.
6. **Planning the Provider Landscape**
   1. The ICB must plan the provider landscape in the Area, including considering and taking decisions in relation to:
      1. establishing new providers of Prescribed Dental Services in the Area;
      2. managing providers of Prescribed Dental Services providing inadequate standards of patient care; and
      3. the procurement or award of new contracts for Prescribed Dental Services (in accordance with any procurement protocol or Guidance issued by NHS England from time to time).
   2. In relation to any new contracts for Prescribed Dental Services to be entered into, the ICB must, without prejudice to any obligation in paragraph 12 (*Procurement and New Contracts*):
      1. consider and use the form of contract that will ensure compliance with NHS England’s obligations under Law taking into account the persons to whom such contracts may be awarded;
      2. provide to NHS England confirmation as required from time to time that it has considered and complied with its obligations under this Agreement and the Law.
7. **Staffing and Workforce**
   1. The provisions of paragraph 6 of Part 1B of this Schedule 2B shall apply.
8. **Finance** 
   1. The ICB must ensure the financial delivery of the Prescribed Dental Services in accordance with any Mandated Guidance provided by NHS England.
9. **Integrating dentistry into communities at Primary Care Network level** 
   1. The ICB must exercise the Delegated Functions with a view to achieving greater integration of dentists into the Integrated Care System at the Primary Care Network level.
10. **Making Decisions in relation to Management of Poorly Performing Dental Services Providers**
    1. The ICB must make decisions in relation to the management of poorly performing providers of Prescribed Dental Services and including, without limitation, decisions and liaison with the CQC where the CQC has reported non-compliance with standards.
    2. In accordance with paragraph 10.1**.** above, the ICB must:
       1. ensure regular and effective collaboration with the CQC to ensure that information is shared and discussed in an appropriate and timely manner;
       2. ensure that any risks identified are managed and escalated where necessary;
       3. respond to CQC assessments of providers of Prescribed Dental Services where improvement is required;
       4. where a providers of Prescribed Dental Services is placed into special measures, lead a quality summit to ensure the development and monitoring of an appropriate improvement plan (including a communications plan and actions to manage primary care resilience in the locality); and
       5. take appropriate contractual action in response to CQC findings.
11. **Maintaining the Performers List**

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

1. **Procurement and New Contracts**
   1. Until any new arrangements for awarding contracts for Prescribed Dental Services come into force, the ICB will make procurement decisions relevant to the exercise of the Delegated Functions and in accordance with the detailed arrangements regarding procurement set out in the procurement protocol issued and updated by NHS England from time to time.
   2. In discharging its responsibilities set out in this Schedule 2B, the ICB must comply at all times with Law and all relevant Guidance (including any applicable procurement law and/or guidance on the selection of, and award of contracts to, providers of healthcare services).
   3. On the coming into force of new arrangements for awarding contracts for Prescribed Dental Services, the ICB will make decisions on awarding new contracts relevant to the exercise of the Delegated Functions.
   4. When the ICB makes decisions in connection with the awarding of contracts for Prescribed Dental Services it should ensure that it is able to demonstrate compliance with requirements for the award of contracts for Prescribed Dental Services, including that the decision was:
      1. made in the best interest of patients, taxpayers and the population;
      2. robust and defensible, with conflicts of interests appropriately managed;
      3. made transparently, and
      4. compliant with the rules of the regime as set out in NHS England guidance.
2. **Commissioning Ancillary Support Services**
   1. The ICB must procure, and undertake the management and monitoring of contracts for the provision of, such ancillary support services as are required to support the ICB in the effective discharge of the Delegated Functions, including, but not limited to the following:
      1. provision of translation and interpretation services; and
      2. occupational health services.
3. **Complaints**
   1. The ICB shall be responsible for handling complaints made in respect of Prescribed Dental Services.

**APPENDIX 3**

**This appendix has been taken from the delegation agreement**

**Schedule 2C: Primary Ophthalmic Services**

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

**Part 1: General Obligations**

1. **Introduction**
   1. This Part 1 of Schedule 2C *(Primary Ophthalmic Services)* sets out general provisions regarding the carrying out of the Delegated Functions, being, in summary:
      1. decisions in relation to the management of Primary Ophthalmic Services;
      2. undertaking reviews of Primary Ophthalmic Services in the Area;
      3. management of the Delegated Funds in the Area;
      4. co-ordinating a common approach to the commissioning of Primary Ophthalmic Services with other commissioners in the Area where appropriate; and
      5. such other ancillary activities that are necessary in order to exercise the Delegated Functions.
2. **General Obligations**
   1. The ICB is responsible for managing the provision of Primary OphthalmicServices.
   2. When carrying out Delegated Functions in respect of Primary Ophthalmic Services, the ICB must comply with all Mandated Guidance issued by NHS England.
   3. The role of the ICB includes identifying and seeking to address any unmet needs which may be met through the delivery of Primary Ophthalmic Services.
   4. In respect of integrated working, the ICB must:
      1. take an integrated approach to working and co-ordinating with stakeholders including NHS England, Local Eye Health Networks, Local Authorities, Healthwatch, acute and community providers, Local Optical Committees, and other stakeholders;
      2. work with NHS England and other ICBs to co-ordinate a common approach to the commissioning of Primary Ophthalmic Services generally; and
      3. work with NHS England to coordinate the exercise of their respective performance management functions.
   5. In relation to the Delegated Functions, the ICB agrees to perform the following general obligations:
      1. to manage the Primary Ophthalmic Services Contracts on behalf of NHS England and perform all of NHS England’s obligations under each of the Primary Ophthalmic Services Contracts in accordance with the terms of the Primary Care Contracts as if it were named in the contract in place of NHS England;
      2. working with other organisations, including the NHS Business Services Authority and NHS England as appropriate, actively manage the performance of the Primary Ophthalmic Services Provider in order to secure the needs of people who use the services, improve the quality of services and improve efficiency in the provision of the services including by taking timely action to enforce contractual breaches, serve notices or provide discretionary support;
      3. ensure that it obtains value for money on behalf of NHS England and avoids making any double payments under any Primary Ophthalmic Services Contracts;
      4. notify NHS England immediately (or in any event within two (2) Operational Days) of any breach by the ICB of its obligations to perform any of NHS England’s obligations under the Primary Ophthalmic Services Contracts;
      5. undertake any investigations relating (among other things) to whistleblowing claims, infection control and patient complaints;
      6. keep a record of all of the Primary Ophthalmic Services Contracts that the ICB manages on behalf of NHS England setting out the following details in relation to each Primary Ophthalmic Services Contract:
         1. name of the Primary Ophthalmic Services Provider;
         2. any practice or trading name by which the Primary Ophthalmic Services Provider is known (if different to the name recorded under paragraph \*);
         3. location of provision of services; and
         4. amounts payable under the Primary Ophthalmic Services Contract (if a contract sum is payable) or amount payable in respect of each patient (if there is no contract sum).
   6. Without prejudice to clause 9 *(Finance)* or paragraph above, the ICB must actively manage each of the relevant Primary Ophthalmic Services Contracts including by:
      1. managing the relevant Primary Ophthalmic Services Contract, including in respect of quality standards, incentives, observance of service specifications, and monitoring of activity and finance;
      2. assessing quality and outcomes (including clinical effectiveness, patient experience and patient safety);
      3. managing variations to the relevant Primary Ophthalmic Services Contract or services in accordance with national policy, service user needs and clinical developments;
      4. agreeing information and reporting requirements and managing information breaches (which will include use of the NHS Digital Data Security and Protection Toolkit);
      5. conducting review meetings and undertaking contract management including the issuing of contract queries and agreeing any remedial action plan or related contract management processes; and
      6. complying with and implementing any relevant Mandated Guidance issued from time to time.
   7. This paragraph is without prejudice to clause 10 (*Information, Planning and Reporting*) or any other provision in this Agreement. The ICB must provide NHS England with:
      1. such information relating to individual providers of Primary Ophthalmic Services in the Area as NHS England may reasonably request, to ensure that NHS England is able to continue to gather national data regarding the commissioning or performances of providers of Primary Ophthalmic Services;
      2. such data/data sets as required by NHS England to ensure population of any national dashboards;
      3. any other data/data sets as required by NHS England; and
      4. the ICB shall procure that providers accurately record and report information so as to allow NHS England and other agencies to discharge their functions.

**Part 2: Specific Obligations**

1. **Introduction**
   1. This Part 2 of Schedule 2C *(Primary Ophthalmic Services)* sets out further provision regarding the carrying out of each of the Delegated Functions.
2. **Primary Ophthalmic Services Contract Management**
   1. The ICB must:
      1. comply with all current and future relevant national Mandated Guidance regarding General Ophthalmic Contract reviews and any other contract reviews;
      2. take on the responsibility for existing services provided pursuant to a Primary Ophthalmic Services Contract, and for commissioning new services;
      3. assume the responsibility for the award of new Primary Ophthalmic Services Contracts; and
      4. monitor contract performance with a view to achieving assurance and improvement in the delivery of services in the context of the ICB;

in each case acknowledging that the NHS Business Services Authority provides end-to-end support services in relation to these functions, as referred to in SCHEDULE 6 (*Mandated Assistance and Support*). The ICB accordingly agrees to co-operate with the NHS Business Services Authority in the delivery of these functions.

1. **Transparency and freedom of information**
   1. The ICB must:
      1. Respond to requests for information from members and the public and the media, including requests made pursuant to the FOIA, whose subject-matter relates to the performance of the Delegated Functions in the ICB’s Area; and
      2. Provide information and assistance as required to support NHS England in the preparation of responses to parliamentary questions in connection with the Delegated Functions.
2. **Maintaining the Performers List**
   1. On receiving a notice from a practitioner (who is party to a Primary Ophthalmic Services Contract) of an amendment to information recorded about them in the Performers List, pursuant to regulation 9(1) of the National Health Service (Performers Lists) (England) Regulations 2013, the ICB must support NHS England’s amendment of the performers list as soon as possible after receiving the notice using the Primary Care Support services provided by NHS England, insofar as that amendment relates to a change in contractor details.
3. **Finance**
   1. Further requirements in respect of finance will be specified in Mandated Guidance.
4. **Workforce**
   1. The arrangements for the provision and maintenance of sufficient and appropriately qualified, trained and experienced Staff in order for the ICB to fulfil its responsibilities for each of the Delegated Functions (“the Staffing Model”), will be communicated formally to the ICB by NHS England following recommendations made by the National Moderation Panel. Further requirements in respect of workforce will be specified in Mandated Guidance.
   2. The ICB is not permitted to vary the Staffing Model agreed with NHS England as part of its application for delegation of the said functions however a variation can be applied for by the ICB and considered by the National Moderation Panel at any time.
5. **Integrating optometry into communities at Primary Care Network level** 
   1. The ICB must exercise the Delegated Functions with a view to achieving greater integration of optometrists into the Integrated Care System at the Primary Care Network level.
6. **Complaints**
   1. The ICB will handle complaints made in respect of primary ophthalmic services in accordance with the Complaints Regulations.
7. **Commissioning ancillary support services**
   1. The ICB must procure, and undertake the management and monitoring of contracts for the provision of, such ancillary support services as are required to support the ICB in the effective discharge of the Delegated Functions, including, but not limited to the following:
      1. provision of translation and interpretation services; and
      2. occupational health services.

**APPENDIX 4**

**This appendix has been taken from the delegation agreement**

**Schedule 2D: Delegated Functions – Pharmaceutical Services**

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

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

|  |  |
| --- | --- |
| **Advanced Services** | has the meaning given to that term by the Pharmaceutical Regulations; |
| **Conditions of Inclusion** | means those conditions set out at Part 9 of the Pharmaceutical Regulations; |
| **Delegated Pharmaceutical Functions** | the functions set out at paragraph\* of this Schedule; |
| **Designated Commissioner** | has the meaning given to that term at paragraph \* **.** of this Schedule; |
| **Dispensing Doctor** | has the meaning given to that term by the Pharmaceutical Regulations; |
| **Dispensing Doctor Decisions** | means decisions made under Part 8 of the Pharmaceutical Regulations; |
| **Dispensing Doctor Lists** | has the meaning given to that term by the Pharmaceutical Regulations; |
| **Drug Tariff** | has the meaning given to that term by the Pharmaceutical Regulations; |
| **Electronic Prescription Service** | has the meaning given to that term by the Pharmaceutical Regulations; |
| **Enhanced Services** | has the meaning given to that term by the Pharmaceutical Regulations; |
| **Essential Services** | is to be construed in accordance with paragraph 3 of Schedule 4 to the Pharmaceutical Regulations; |
| **Fitness to Practise Functions** | has the meaning given to that term at paragraph x of this Schedule; |
| **Locally Commissioned Services** | means services which are not Essential Services, Advanced Services, Enhanced Services or services commissioned under an LPS Scheme; |
| **LPS Chemist** | has the meaning given to that term by the Pharmaceutical Regulations; |
| **LPS Scheme** | has the meaning given to that term by Paragraph 1(2) of Schedule 12 to the NHS Act; |
| **NHS Chemist** | has the meaning given to that term by the Pharmaceutical Regulations; |
| **Pharmaceutical Lists** | has the meaning given to that term at paragraph\*. of this Schedule and any reference to a Pharmaceutical List should be construed accordingly; |
| **Pharmaceutical Regulations** | means the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 and reference to a Regulation refers to a provision of the Pharmaceutical Regulations, unless otherwise stated; |
| **Rurality Decisions** | means decisions made under Part 7 of the Pharmaceutical Regulations; |
| **Terms of Service** | means the terms upon which, by virtue of the Pharmaceutical Regulations, a person undertakes to provide Pharmaceutical Services; |

*Delegated Pharmaceutical Functions*

1. Except in so far as they fall within the scope of the Reserved Functions, and subject to paragraphs, 4 and 5, the ICB agrees to perform the following functions of NHS England in respect of the Area (the “Delegated Pharmaceutical Functions”), in all cases in accordance with relevant Law, Mandated Guidance and other Guidance:
   1. preparing, maintaining and submitting for publication by NHS England lists of persons, other than medical practitioners or dental practitioners, who have undertaken to provide pharmaceutical services from premises situated within the Area[[1]](#footnote-1), specifically:
      1. lists of persons who have undertaken to provide pharmaceutical services in particular by way of the provision of drugs;
      2. lists of persons who have undertaken to provide pharmaceutical services only by way of the provision of appliances; and
      3. lists of persons participating in the Electronic Prescription Service[[2]](#footnote-2)

collectively referred to in this Schedule as the “Pharmaceutical Lists”. In doing so, it is sufficient for the lists referred to at paragraphs\* to include a marker showing which persons are also participating in the Electronic Prescription Service, rather than preparing a separate list for the purposes of paragraph\*.

* + 1. managing and determining applications by persons for inclusion in a Pharmaceutical List[[3]](#footnote-3);
    2. managing and determining applications by persons included in a Pharmaceutical List;
    3. responsibilities for financial resources related to the Delegated Pharmaceutical Functions as described in Mandated Guidance issued by NHS England;
    4. overseeing the compliance of those included in the Pharmaceutical Lists with:
       1. their Terms of Service and identifying and investigating breaches, including possible breaches, of those terms;
       2. relevant Conditions of Inclusion; and
       3. requirements of the Community Pharmacy Contractual Framework.
    5. exercising powers in respect of Performance Related Sanctions and Market Exit[[4]](#footnote-4);
    6. exercising all other rights, and complying with all other obligations, of NHS England in respect of the Terms of Service and Conditions of Inclusion of those included in the Pharmaceutical Lists;
    7. communicating to those included in the Pharmaceutical Lists any announcement made by NHS England modifying Terms of Service of any person included in the Pharmaceutical Lists as a consequence of a disease being, or in anticipation of a disease being imminently:
    8. pandemic; and
    9. a serious risk or potentially a serious risk to human health[[5]](#footnote-5);
    10. communicating to those included in the Pharmaceutical Lists any other matters which NHS England may require the ICB to communicate from time to time;
    11. performing functions in respect of the disqualification of practitioners, and related measures concerning a practitioners inclusion in the Pharmaceutical Lists, set out in Chapter 6 of Part 7 to the NHS Act and the provisions of the Pharmaceutical Regulations made under that Chapter (“the Fitness to Practise Functions”);
    12. performing functions in respect of enforcement, reviews and appeals relating to the Fitness to Practise Functions[[6]](#footnote-6);
    13. making LPS Schemes[[7]](#footnote-7), subject to the requirements of paragraph 5;
    14. overseeing the compliance of those who are party to Local Pharmaceutical Services Contracts with the terms of those contracts and identifying and investigating breaches, including possible breaches, of the terms of those contracts;
    15. exercising all rights, and complying with all obligations, of NHS England under Local Pharmaceutical Services Contracts;
    16. determining LPS matters[[8]](#footnote-8) in respect of LPS Schemes;
    17. determining Rurality Decisions and other rurality matters[[9]](#footnote-9);
    18. determining Dispensing Doctor Decisions[[10]](#footnote-10);
    19. preparing and maintaining Dispensing Doctor Lists[[11]](#footnote-11);
    20. making arrangements for the provision of adequate pharmaceutical service delivery across the ICB area;
    21. making arrangements for the delivery of Essential Services, Advanced Services and Enhanced Services;
    22. supporting implementation and delivery of all elements of the Community Pharmacy Contractual Framework;
    23. consulting with patients, the public and other stakeholders to the extent required by the duty of public involvement and consultation under section 14Z45 of the NHS Act;
    24. responding to Appeals to the Secretary of State and First Tier Tribunal in respect of the Delegated Pharmaceutical Functions[[12]](#footnote-12);
    25. responding to Claims in respect of the Delegated Pharmaceutical Functions;
    26. recovering overpayments from NHS Chemists, LPS Chemists, Dispensing Doctors and Primary Medical Services Providers[[13]](#footnote-13);
    27. bringing any legal proceedings in respect of the Delegated Pharmaceutical Functions;
    28. making any notifications to, and consulting with, third parties in respect of the Delegated Pharmaceutical Functions;
    29. recognising one or more Local Pharmaceutical Committees which it considers are representative of Pharmaceutical Services Providers in the ICB’s Area and liaising with and consulting such Local Pharmaceutical Committees as required by the Pharmaceutical Regulations;
    30. commissioning the provision of NHS Smartcards to Pharmaceutical Services Providers and their staff by registration authorities;
    31. making any payments due to NHS Chemists suspended from a Pharmaceutical List in accordance with the determination made by the Secretary of State in respect of such payments; and
    32. undertaking any investigations relating (among other things) to whistleblowing claims (relating to a superintendent pharmacist, a director or the operation of a pharmacy contractor), infection control and patient complaints.
  1. Where the Area comprises the areas of two or more Health and Wellbeing Boards in their entirety:
     1. the Delegated Pharmaceutical Functions shall be exercised so as to maintain separately in respect of each Health and Wellbeing Board area:
        1. Pharmaceutical Lists in respect of premises in that Health and Wellbeing Board area;
        2. a list of LPS Chemists providing local pharmaceutical services at or from premises in that Health and Wellbeing Board area[[14]](#footnote-14); and
        3. a Dispensing Doctor List (together the “Relevant Lists”); and
        4. the ICB shall comply with such Contractual Notices as NHS England may issue from time to time concerning the arrangements for the exercise of the Delegated Pharmaceutical Functions across two or more Health and Wellbeing Board areas.
  2. Where the Area comprises part of the area of a Health and Wellbeing Board (the “Relevant Health and Wellbeing Board”):
     1. NHS England shall by Contractual Notice designate:
        1. the ICB;
        2. another ICB whose area comprises in part the area of the Relevant Health and Wellbeing Board; or
        3. NHS England;

as the body responsible for maintaining the Relevant Lists (as defined in paragraph **\*.** of this Schedule 2D) in respect of the Relevant Health and Wellbeing Board (“the Designated Commissioner”);

* + 1. the ICB shall exercise the Delegated Pharmaceutical Functions in respect of that part of the Relevant Health and Wellbeing Board’s area that falls within the Area but in doing so shall liaise with any Designated Commissioner for the purposes of maintaining the accuracy of the Relevant Lists (as defined in paragraph\* of this Schedule 2D) in respect of the Relevant Health and Wellbeing Board; and
    2. the ICB shall comply with all Contractual Notices issued by NHS England for the purposes of determining responsibilities in the circumstances described in this paragraph 2.3.

***Prescribed Support***

1. Notwithstanding the inclusion of the following within the Delegated Functions, the ICB shall discharge the functions set out at:
   1. Paragraph 2.1.1 (maintaining Pharmaceutical Lists)
   2. Paragraph 2.1.2 (managing applications for inclusion)
   3. Paragraph 2.1.3 (managing applications from those included in a list)
   4. Paragraph 2.1.5 (overseeing compliance with Terms of Service and Conditions of Inclusion)
   5. Paragraph 2.1.10 (Fitness to Practise)
   6. Paragraph 2.1.18 (maintaining and publishing Dispensing Doctors Lists)
   7. Paragraph 2.1.25 (recovery of overpayments)

with the assistance and support of the NHS Business Services Authority, Primary Care Support England or such other person as NHS England shall designate by Contractual Notice for these purposes from time to time and in accordance with the allocation of operational responsibilities described by NHS England in Mandated Guidance.

***LPS Schemes***

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

***Barred Persons***

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

***Other Services***

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

***Payments***

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

***Flu vaccinations***

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

***Integration***

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

***Integrating pharmacy into communities at Primary Care Network level***

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

***Complaints***

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

*Commissioning ancillary support services*

1. The ICB must procure, and undertake the management and monitoring of contracts for the provision of, such ancillary support services as are required to support the ICB in the effective discharge of the Delegated Functions, including, but not limited to the following:
   1. collection and disposal of clinical waste; and
   2. provision of translation and interpretation services; and
   3. occupational health services.

***Finance***

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

***Workforce***

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

1. Including (without limitation) updates to those lists following any removal under regulation 115 of the Pharmaceutical Regulations [↑](#footnote-ref-1)
2. Regulation 10 of the Pharmaceutical Regulations [↑](#footnote-ref-2)
3. Schedule 2 of the Pharmaceutical Regulations [↑](#footnote-ref-3)
4. Part 10 of the Pharmaceutical Regulations [↑](#footnote-ref-4)
5. Regulation 11(3) of the Pharmaceutical Regulations [↑](#footnote-ref-5)
6. Part 11 of the Pharmaceutical Regulations [↑](#footnote-ref-6)
7. Section 134 NHS Act and Part 13 of the Pharmaceutical Regulations. [↑](#footnote-ref-7)
8. Part 13 of the Pharmaceutical Regulations [↑](#footnote-ref-8)
9. Part 7 of the Pharmaceutical Regulations [↑](#footnote-ref-9)
10. Part 8 of the Pharmaceutical Regulations [↑](#footnote-ref-10)
11. Regulation 46 of the Pharmaceutical Regulations [↑](#footnote-ref-11)
12. Schedule 3 of the Pharmaceutical Regulations [↑](#footnote-ref-12)
13. Regulation 94 of the Pharmaceutical Regulations [↑](#footnote-ref-13)
14. Regulation 114 of the Pharmaceutical Regulations [↑](#footnote-ref-14)