

Dated: 01 October 2025

# COLLABORATION AGREEMENT

This Collaboration Agreement is agreed between the following parties:

- (1) **NHS BUCKINGHAMSHIRE, OXFORDSHIRE AND  
BERKSHIRE WEST INTEGRATED CARE BOARD.**
- (2) **NHS FRIMLEY INTEGRATED CARE BOARD**

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**THIS AGREEMENT** is made on the **1<sup>st</sup> of October 2025 BETWEEN:**

**(1) NHS Buckinghamshire, Oxfordshire and Berkshire West Integrated Care Board.**

**(2) NHS Frimley Integrated Care Board.**

Individually each ICB will be referred to as an "ICB Partner" and together form a partnership cluster: the "Thames Valley ICB Partners".

## **BACKGROUND**

- (A) The Thames Valley ICB Partners have statutory and delegated functions to make arrangements for the provision of services for the purposes of the NHS in their areas, apart from those commissioned directly by NHS England.
- (B) Pursuant to section 65Z5 of the NHS Act and relevant delegation agreements, each ICB Partner is able to establish and maintain joint arrangements in respect of the discharge of their commissioning and other functions.
- (C) The Thames Valley ICB Partners have agreed that they will exercise certain functions, as specified in Clause 4, jointly and for that purpose have created a Joint Committee of the BOB and Frimley Boards in accordance with sections 65Z5 and 65Z6 of the NHS Act.
- (D) This Agreement sets out the arrangements that will apply between the Thames Valley ICB Partners in relation to the joint exercise of commissioning and such other functions as they determine to exercise through the joint committee.
- (E) This Agreement is intended to govern the relationship between the Thames Valley ICB Partners.

**IT IS HEREBY AGREED** as follows:

### **1. COMMENCEMENT AND DURATION**

This Agreement has effect from the date of this Agreement and will remain in force for an initial term of 6 months to 31 March 2026 unless terminated in accordance with Clause 22 (Termination & Default) below.

### **2. PRINCIPLES AND AIMS**

The Thames Valley ICB Partners acknowledge that, in exercising their obligations under this Agreement, each ICB Partner must comply with the statutory duties set out in the NHS Act and other applicable legislation, and must:

- 2.1 Consider how it can meet its legal duties to involve patients and the public in shaping the provision of services, including by working with local communities, under-represented groups and those with protected characteristics for the purposes of the Equality Act 2010.
- 2.2 Consider how, in performing its obligations, it can address health inequalities.
- 2.3 At all times exercise functions effectively, efficiently and economically.
- 2.4 Act at all times in good faith towards each other.
- 2.5 Improve access to treatment, especially for those with the worst health outcomes (e.g. relating to inequalities others who currently struggle to access treatment).

- 2.6 Look to shift resource towards more early intervention and prevention and facilitate transformational changes generating efficiencies.
- 2.7 Build closer relationships and alliances with other commissioners and providers of services outside Thames Valley who service our population.
- 2.8 Work in collaboration to implement the aims and objectives of the 10 Year Health Plan.
- 2.9 Enable Thames Valley ICB Partners to review and discuss Reserved Functions and Retained Services.

### 3. OBJECTIVES

The specific objectives of the ICB Partners clustering to establish the Thames Valley ICB Partners are:

- 3.1 The commissioning of health services based on population health needs across the entire geography of the partner ICBs in partnership with local government, local communities and the voluntary sector;
- 3.2 Oversight of the Transition Programme and delivery thereof within budget and on time;
- 3.3 The collective achievement of a reduction in running costs equivalent to £19 per weighted head of population across both organisations through designing and developing optimally efficient operating models with associated workforce and other resource infrastructure;
- 3.4 Formal workforce consultation through the recognised trade unions conducted with an emphasis on transparency and fairness;
- 3.5 Strong stakeholder communication and engagement including ICB staff, Primary Care, NHS providers, NHS England, neighbouring ICBs, local government, local communities and the voluntary sector on benefits realisation associated with the coming together of both ICBs;
- 3.6 The development of a robust governance structure to include the Constitution for the new NHS Thames Valley ICB, Scheme of Reservation and Delegation, and Standing Financial Instructions
- 3.7 Due diligence to ensure the safe, efficient and effective creation of the new organisation (data, digital and IG; Finance and Contracting operating models; Workforce; Operational Readiness) in accordance with the legislative and policy framework;
- 3.8 The safe and timely transfer of South Frimley staff and assets ensuring that Frimley ICB meets its obligations following any formal changes to the ICB organisational form.

### 4. ROLES AND RESPONSIBILITIES

- 4.1 Both ICBs are separately accountable for:
  - a) **Meeting NHS Constitutional Targets:** Ensuring key performance targets, and quality and safety requirements are met, alongside financial breakeven and Managing Public Money (MPM) compliance.
  - b) **System leadership and co-ordination to improve health:** Both organisations will align BOB/Frimley system-wide priorities and population health objectives involving NHS providers, local government, the local community, and the voluntary sector for the entire geographical area served by both ICBs.
  - c) **Effective commissioning and allocation of resources:** Both organisations will combine resources and enabling infrastructure to ensure resources are used effectively and equitably across all functions to improve population health and reduce inequalities.
  - d) **Governance and Assurance:** Both organisations will establish joint structures to oversee delivery, monitor performance and manage risks. This includes compliance with legal, clinical and financial regulations.

- 4.2 The broader accountabilities and responsibilities of an ICB Chair is included in Schedule 2. The Chair Designate of the organisations is accountable for providing:
- a) **Joint Committee leadership and facilitation:** Providing impartial leadership and helping partners towards consensus and shared goals.
  - b) **Governance oversight:** Ensuring the business of the Joint Committee is conducted in accordance with the agreed governance arrangements as set out in the Collaboration Agreement.
- 4.3 The broader accountabilities and responsibilities of an ICB CEO is included in schedule 2. The CEO(s) of the organisations is/are accountable for providing:
- a) **Delivery of the Transition Programme:** Leadership and oversight of the dissolution of BOB and Frimley ICBs and the formation of NHS Thames Valley ICB.
  - b) **Organisational leadership and accountability:** Implementation of the collaboration agreement (shared vision; aligned goals; objectives and processes) within both organisations.
  - c) **Performance oversight and delivery:** The delivery and monitoring of joint programmes, projects and activities.

## 5. SCOPE OF THE ARRANGEMENTS

- 5.1 This Agreement sets out the arrangements through which the Thames Valley ICB Partners will work together to commission services and exercise other functions jointly.
- 5.2 In respect of functions held by Thames Valley ICB Partners which they determine should be exercised jointly the following will apply:
- 5.2.1 Establishment of a Joint Committee as described in Schedule 2 – Governance Arrangements.
  - 5.2.2 The purpose and scope of the Joint Committee, any sub-committees and/or working groups will need to be confirmed by the Joint Committee at its first meeting and subsequently on establishment of sub-committees and/or working groups thereafter.
  - 5.2.2 At the commencement date the Thames Valley ICB Partners will agree the purpose and scope of the Joint Committee as set out in the Terms of Reference and this Agreement.

## 6. FUNCTIONS

- 6.1 The purpose of this Agreement is to establish a framework through which the Thames Valley ICB Partners can secure the commissioning of health services in accordance with the terms of this Agreement.
- 6.2 This Agreement shall include such commissioning, and such other functions as shall be agreed from time to time by the Thames Valley ICB Partners and are set out in Schedule 5 (Scheme of Reservation and Delegation) of this agreement.

## 7. JOINT COMMITTEE

- 7.1 The Thames Valley ICB Partners will form a statutory Joint Committee under sections 65Z5 and 65Z6 of the NHS Act which will offer strategic leadership and oversight of all functions exercised through it and ensure that decisions are made collectively across the Thames Valley ICB Partners, rather than taken independently. The governance arrangements are set out in Schedule 3.
- 7.2 The Joint Committee or a sub-committee of it will exercise functions which each ICB Partner has delegated to it.

## **8. GOVERNANCE**

- 8.1 Overall strategic oversight of partnership working between the Thames Valley ICB Partners shall be as set out in Schedule 3 (Governance Arrangements).
- 8.2 Each ICB Partner has secured internal reporting arrangements to ensure the standards of accountability and probity required by each ICB Partner's own statutory duties and organisation are complied with.
- 8.3 Each ICB Partner will have overall oversight and approval of variations to each function exercised through the Joint Committee.

## **9. REVIEW**

- 9.1 Save where the Thames Valley ICB Partners agree alternative arrangements (including alternative frequencies) the ICBs shall undertake a review after six months of the operation of this Agreement.
- 9.2 After that, unless the Thames Valley ICB Partners agree on other arrangements, including alternative frequencies, the ICBs shall undertake an annual review of the operation of this Agreement.
- 9.3 Reviews shall be conducted in good faith.

## **10. COMPLAINTS**

Complaints received shall be processed in accordance with the Local Authority, Social Services and National Health Service Complaints Regulations 2009 and the Health and Social Care Act 2008 (Regulated Activities) Regulations 2014 and reported back to the respective ICB Partner, and where relevant as set out within any Delegation Agreement.

## **11. FINANCES**

- 11.1 From the 01 October a Cluster Chief Finance Officer will be appointed to lead, oversee and deliver the financial 2025/26 plans of both BOB and Frimley ICBs through the transition period to 01 April 2026.
- 11.2 Unless expressly provided otherwise in this Agreement or otherwise agreed in advance in writing by the Thames Valley ICB Partners, each ICB Partner shall bear its own costs as they are incurred.
- 11.3 During the transition period the CFO and finance teams from both organisations will co-operate to plan the 2026/27 financials based on the new footprint. The primary financial aims and objectives for 2026/27 will build on the previous years' performance for acute, community, primary care, mental health and specialist service commissioning within the financial allocation for the new Thames Valley geography. The work to deliver the collective requirement to deliver £19 per weighted head of population running costs will continue into 2026/27 and the finance teams from both ICBs will work collaboratively to compile the financial strategy to deliver this.
- 11.4 The two organisations will run separately for financial control and reporting purposes until the formation of the new organisation, with one CFO and finance teams working together, and with mutual aid. The current board sub-committee arrangements for financial reporting across both ICBs will remain as part of the governance architecture to support the transition. For BOB ICB this is the System Productivity Committee (SPC), and for Frimley ICB this is the Finance and Performance Committee (F&P). The SPC and F&P may continue until the new governance arrangements are established for NHS Thames Valley ICB, and this may occur on or before 01 April 2026.
- 11.5 All financial accounting will remain separate during the transition period, except for a shared budget to cover the costs of running the Transition Programme. This is £250k to year end 2025/26 and will be hosted by Frimley ICB.

- 11.6 With regard to capital expenditure, unless agreed by each ICB Partner, no funds shall normally be applied towards any one-off expenditure on goods and/or services, which would historically have been funded from the capital budgets of one of the ICBs. If a need for capital expenditure is identified for any service, this must be agreed by the Thames Valley ICB Partners.

## **12. VARIATION**

- 12.1 The Thames Valley ICB Partners acknowledge that the scope of the Arrangements may be reviewed and amended from time to time.
- 12.2 This Agreement may be varied by the agreement of the Thames Valley ICB Partners at any time in writing in accordance with their internal decision-making processes.
- 12.3 No variations to this Agreement will be valid unless they are recorded in writing and signed for and on behalf of each ICB Partner and approved at the Joint Committee.
- 12.4 The following approach shall, unless otherwise agreed, be followed by Thames Valley ICB Partners:
- 12.4.1 On receipt of a request from one ICB Partner to vary the Agreement, the Thames Valley ICB Partners will first undertake an impact assessment and identify the likely impact of the variation on all parties.
  - 12.4.2 The Thames Valley ICB Partners will agree any action to be taken as a result of the proposed variation. This shall include consideration of whether any Service Contracts affected by the proposed variation should continue, be varied or terminated, taking note of the Service Contract terms and conditions and ensuring that the ICB Partner holding the Service Contract/s is not put in breach of contract, its statutory obligations or financially disadvantaged.
  - 12.4.3 Wherever possible agreement will be reached to reduce the level of funding in the Service Contract(s) in line with any reduction in budget, and
  - 12.4.4 Should this not be possible and one ICB Partner is left financially disadvantaged as a result of the proposed variation, then the financial risk will, unless otherwise agreed, be shared equally between the ICBs.

## **13. DATA PROTECTION**

- 13.1 The Thames Valley ICB Partners must ensure that all Personal Data processed by or on behalf of them is processed in accordance with the relevant ICB Partner's obligations under Data Protection Legislation and Data Guidance, and the Thames Valley ICB Partners must assist each other as necessary to enable each other to comply with these obligations.
- 13.2 Processing of any Personal Data or Special Category Personal Data shall be to the minimum extent necessary to achieve the Specified Purpose, and on a Need-to-Know basis. If any ICB Partner: becomes aware of any unauthorised or unlawful processing of any Relevant Information or that any Relevant Information is lost or destroyed or has become damaged, corrupted or unusable; or becomes aware of any security breach, in respect of the Relevant Information it shall promptly notify the Joint Committee and the Thames Valley ICB Partners shall fully cooperate with one another to remedy the issue as soon as reasonably practicable.
- 13.3 In processing any Relevant Information further to this Agreement, each ICB Partner shall at all times comply with their own policies and any Regulatory or Supervisory Body's policies and guidance on the handling of data.
- 13.4 Any information governance breach must be responded to in accordance with Data Security and the Protection Incident Reporting tool. If any ICB Partner is required under Data Protection Legislation to notify the Information Commissioner's Office or a Data Subject of an information governance breach, then, as soon as reasonably practical and in any event on or before the first such notification is made, the relevant ICB Partner must fully inform the Joint Committee of the information governance breach. This clause does not require the relevant ICB Partner to provide information



which identifies any individual affected by the information governance breach were doing so would breach Data Protection Legislation.

- 13.5 Whether or not an ICB Partner is a Data Controller or Data Processor will be determined in accordance with Data Protection Legislation and any Data Guidance from a Regulatory or Supervisory Body. The Thames Valley ICB Partners acknowledge that a ICB Partner may act as both a Data Controller and a Data Processor.
- 13.6 The Thames Valley ICB Partners will share information to enable joint service planning, commissioning, and financial management subject to the requirements of law, including in particular the Data Protection Legislation in respect of any Personal Data.
- 13.7 Other than in compliance with judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise required by any Law, no information will be shared with any other ICB Partner save as agreed by the Thames Valley ICB Partners in writing.
- 13.8 Each Partner ICB shall implement and maintain appropriate technical and organisational measures to ensure the security of shared systems and data, in line with recognised standards and applicable law. Both Partner ICBs agree to notify each other of any actual or suspected cyber incident, cooperate fully in investigation and remediation, and participate in regular reviews of cyber risks and controls.
- 13.9 Schedule 4 makes further provision about information sharing and information governance.

#### **14. IT INTER-OPERABILITY**

- 14.1 The Thames Valley ICB Partners will work together to ensure that all relevant IT systems operated by the Thames Valley ICB Partners in respect of the Joint Functions are inter-operable and that data may be transferred between systems securely, easily and efficiently.
- 14.2 The Thames Valley ICB Partners will use their respective reasonable endeavours to help develop initiatives to further this aim.

#### **15. FURTHER ARRANGEMENTS**

The Thames Valley ICB Partners must give due consideration to whether any of the Joint Functions should be exercised collaboratively with other NHS bodies or Local Authorities including, without limitation, by means of arrangements under sections 65Z5 and 65Z6, and section 75 of the NHS Act. The Thames Valley ICB Partners must comply with any Guidance around the commissioning of delegated functions by means of arrangements under section 65Z5, 65Z6 or 75 of the NHS Act.

#### **16. FREEDOM OF INFORMATION**

- 16.1 Each ICB Partner acknowledges that the others are a public authority for the purposes of the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**").

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

Each ICB Partner shall provide the other with all reasonable assistance and co-operation to enable them to comply with their obligations under FOIA or EIR.

Each ICB Partner shall consult the other regarding the possible application of exemptions in relation to the information requested.

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

- 16.3 Each ICB Partner is aware and recognises that NHS England may, from time to time, issue a FOIA or EIR protocol or update a protocol previously issued relating to the dealing with and responding to of FOIA or EIR requests in relation to the NHS England delegated functions and that the Thames Valley ICB Partners shall comply with such FOIA or EIR protocols.

## **17. CONFLICTS OF INTEREST AND TRANSPARENCY ON GIFTS AND HOSPITALITY**

- 17.1 The Thames Valley ICB Partners must and must ensure that, in delivering the Functions, all Staff comply with the law and with Managing Conflicts of Interest in the NHS and other Guidance, including complying with good practice, in relation to gifts, hospitality and other inducements and actual or potential conflicts of interest.
- 17.2 Each ICB Partner must maintain a register of interests in respect of all persons involved in decisions concerning the Functions. This register must be publicly available. For the purposes of this clause, an ICB may rely on an existing register of interests rather than creating a further register.
- 17.3 Where any member of the Joint Committee or any sub-committee has an actual or potential conflict of interest in relation to any matter under consideration by the Joint Committee or any sub-committee, that member must not participate in meetings (or parts of meetings) in which the relevant matter is discussed or make a recommendation in relation to the relevant matter. The relevant appointing body may send an alternative representative to take the place of the conflicted member in relation to that matter.

## **18. CONFIDENTIALITY**

- 18.1 Except as this Agreement otherwise provides, Confidential Information is owned by the disclosing ICB Partner and the receiving ICB Partner has no right to use it.
- 18.2 Subject to Clause 18.3, the receiving ICB Partner agrees:
- 18.2.1 To use the disclosing ICB Partner's Confidential Information only in connection with the receiving ICB Partner's performance under this Agreement.
- 18.2.2 Not to disclose the disclosing ICB Partner's Confidential Information to any third party or to use it to the detriment of the disclosing ICB Partner; and
- 18.2.3 To maintain the confidentiality of the disclosing ICB Partner's Confidential Information.
- 18.3 The receiving ICB Partner may disclose the disclosing ICB Partner's Confidential Information:
- 18.3.1 In connection with any Dispute Resolution Procedure.
- 18.3.2 To comply with the Law.
- 18.3.3 To any appropriate Regulatory or Supervisory Body.
- 18.3.4 To its staff, who in respect of that Confidential Information will be under a duty no less onerous than the Receiving ICB Partner's duty under Clause 18.2.
- 18.3.5 To NHS Bodies for the purposes of carrying out their functions.
- 18.3.6 As permitted under any other express arrangement or other provision of this Agreement.
- 18.4 The obligations in Clause 18 will not apply to any Confidential Information which:
- 18.4.1 is in or comes into the public domain other than by breach of this Agreement.
- 18.4.2 The receiving ICB Partner can show by its records what was in its possession before it received it from the disclosing Party; or

- 18.4.3 The receiving ICB Partner can prove it obtained or was able to obtain from a source other than the disclosing ICB Partner without breaching any obligation of confidence.
- 18.5 This Clause 18 does not prevent NHS England making use of or disclosing any Confidential Information disclosed by an ICB where necessary for the purposes of exercising its functions in relation to that ICB.
- 18.6 This Clause 18 will survive the termination of this Agreement for any reason for a period of 5 years.
- 18.7 This Clause 18 will not limit the application of the Public Interest Disclosure Act 1998 in any way whatsoever.
- 18.8 The above shall also apply to such confidential information as is created and shared between the ICB Partners and NHS England in respect of any delegated functions, with each ICB Partner noting the application of clause 18.5.

## **19. LIABILITIES**

- 19.1 Subject to Clause 19.2, and 19.3, if an ICB Partner ("First ICB") incurs a loss arising out of or in connection with this Agreement as a consequence of any act or omission of the other ICB Partner ("Other ICB") which constitutes negligence, fraud or a breach of contract in relation to this Agreement or any Services Contract then the Other ICB shall be liable to the First ICB for that loss.
- 19.2 Clause 19.1 shall only apply to the extent that the acts or omissions of the Other ICB contributed to the relevant loss. Furthermore, it shall not apply if such act or omission occurred as a consequence of the Other ICB acting in accordance with the instructions or requests of the First ICB or the Joint Committee.
- 19.3 If any third party makes a claim or intimates an intention to make a claim against any ICB Partner, which may reasonably be considered as likely to give rise to liability under this Clause 19, the First ICB that may claim against the Other ICB will:
- 19.3.1 As soon as reasonably practicable give written notice of that matter to the Other ICB specifying in reasonable detail the nature of the relevant claim.
- 19.3.2 Not make any admission of liability, agreement or compromise in relation to the relevant claim without the prior written consent of the Other ICB (such consent not to be unreasonably conditioned, withheld or delayed).
- 19.3.3 Give the Other ICB and its professional advisers reasonable access to its premises and personnel and to any relevant assets, accounts, documents and records within its power or control so as to enable the Indemnifying ICB Partner and its professional advisers to examine such premises, assets, accounts, documents and records and to take copies at their own expense for the purpose of assessing the merits of, and if necessary defending, the relevant claim.
- 19.4 Each ICB Partner shall at all times take all reasonable steps to minimise and mitigate any loss for which one party is entitled to bring a claim against the other pursuant to this Agreement.
- 19.5 Unless expressly agreed otherwise, nothing in this Agreement shall affect the liability of either ICB Partner to any person in respect of that ICB's Commissioning Functions.

## **20. DISPUTE RESOLUTION**

- 20.1 Where any dispute arises between the Thames Valley ICB Partners in connection with this Agreement, they must use their best endeavours to resolve that dispute.
- 20.2 Where any dispute is not resolved under clause 20.1 on an informal basis then the dispute will be referred to a meeting with the Organisations Chief Executive Officer(s) to attempt to resolve the dispute.

- 20.3 Where any dispute is not resolved under clause 20.2 then any ICB may refer the matter to the Joint Committee for resolution.
- 20.4 Should the dispute relate to any delegated function from NHS England then the matter may be referred to the South-East Regional Leadership Team of NHS England for resolution should clauses 20.1 and 20.2 not lead to a resolution of the dispute.

## **21. BREACHES OF THE AGREEMENT**

- 21.1 If any ICB Partner ("Relevant ICB Partner") fails to meet any of its obligations under this Agreement, the other ICB Partner may by notice require the Relevant ICB Partner to take such reasonable action within a reasonable timescale as the other ICB Partner may specify to rectify such failure. Should the Relevant ICB Partner fail to rectify such failure within such reasonable timescale, the matter shall be referred for resolution in accordance with Clause 20 (Dispute Resolution).
- 21.2 Without prejudice to Clause 21.1, if any ICB Partner does not comply with the terms of this Agreement (including if any ICB Partner exceeds its authority under this Agreement), the other ICB Partner may at their discretion agree to:
- 21.2.1 Waive their rights in relation to such non-compliance.
  - 21.2.2 Terminate this Agreement in accordance with Clause 22 (Termination and Default) below.
  - 21.2.3 Exercise the dispute resolution procedure in accordance with Clause 20, (Dispute Resolution).
  - 21.2.4 Agree to put in place a variation, under Clause 12, including ratifying a decision with remaining ICB Partners.
- 21.3 For the avoidance of doubt, there is no provision in this Clause 21 that enables the agreement to be terminated upon breach by any ICB.
- 21.4 This clause shall also apply as between the ICB Partners, the Thames Valley ICB Partners and NHS England in respect of any breaches of the Agreement that arise from the exercise of any delegated functions,

## **22. TERMINATION & DEFAULT**

- 22.1 This Collaboration Agreement will end when the BOB and Frimley ICBs are dissolved, and a new organisation NHS Thames Valley ICB is formed. This is expected to take place on the 01 April 2026.
- 22.2 If an ICB wishes to end its participation in this Agreement ahead of the reason set out in 22.1, the relevant ICB must provide at least 12 months' formal and written notice to the other ICB Partner of its intention to end its participation in this Agreement. Such notification shall only take effect from the end of 31 March in any calendar year.
- 22.3 Should clause 22.2 be activated by an ICB Partner end their joint exercise for any function delegated to ICBs from NHS England, then the relevant ICB Partner must obtain the prior agreement of NHS England and make arrangements for their exercise of the NHS England delegated functions that are acceptable to NHS England.
- 22.4 The termination shall only take effect where alternative arrangements for the provision of the NHS England and ICB delegated services, and an effective exercise of the delegated functions are in place for the period immediately following termination. This will enable the ICB Partners and NHS England to work together to ensure that there are suitable alternative arrangements in place in relation to the exercise of all delegated functions.

## **23. CONSEQUENCES OF TERMINATION**

- 23.1 Upon termination of this Agreement (in whole or in part), for any reason whatsoever, the following shall apply:
- 23.1.1 The Thames Valley ICB Partners agree that they will work together and co-operate to ensure that the winding down of these arrangements is carried out smoothly and with as little disruption as possible to patients, employees, the ICB Partners and third parties, so as to minimise costs and liabilities of each ICB Partner in doing so.
- 23.1.2 Where an ICB Partner has entered into a Service Contract in exercise of the Functions of the other ICB Partner which continues after the termination of this Agreement, any ICB Partner for whom that contract shall continue shall contribute to the Contract Price in accordance with the agreed contribution for that Service prior to termination and will enter into all appropriate legal documentation required in respect of this.
- 23.1.3 Termination of this Agreement shall have no effect on the liability of any rights or remedies of any ICB Partner already accrued, prior to the date upon which such termination takes effect.
- 23.2 The provisions of Clauses 13 (Data Protection), 16 (Freedom of Information), 18 (Confidentiality), 19 (Liabilities) and 23 (Consequences of Termination) shall survive termination or expiry of this Agreement.
- 23.3 The termination provisions relating to any delegated functions are as set out in clause 22.3 and 22.4.

## **24. PUBLICITY**

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

## **25. EXCLUSION OF PARTNERSHIP OR AGENCY**

- 25.1 Nothing in this Agreement shall create or be deemed to create a legal partnership under the Partnership Act 1890 or the relationship of employer and employee between the Partners or render any Partner directly liable to any third party for the debts, liabilities or obligations of any Partner.
- 25.2 Save as specifically authorised under the terms of this Agreement, no Partner shall hold itself out as the agent of any other Partner.

## **26. THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and accordingly each ICB Partner to this Agreement does not intend that any third party should have any rights in respect of this Agreement by virtue of that Act.

## **27. NOTICES**

- 27.1 Any notices given under this Agreement must be sent by e-mail to the relevant Authorised Officers or their nominated deputies.
- 27.2 Notices by e-mail will be effective when sent in legible form, but only if, following transmission, the sender does not receive a non-delivery message.

## **28. ASSIGNMENT AND SUBCONTRACTING**

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

## **29. SEVERABILITY**

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

## **30. WAIVER**

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

## **31. STATUS**

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

## **32. ENTIRE AGREEMENT**

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

## **33. GOVERNING LAW AND JURISDICTION**

Subject to the provisions of Clause 20 (Dispute Resolution) and Clause 31 (Status), this Agreement shall be governed by and construed in accordance with English Law, and the Thames Valley ICB Partners irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

## **34. FAIR DEALINGS**

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

## **35. COUNTERPARTS**

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

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

Signed by ..... Signature .....

**Chair Designate**

For and on behalf of **NHS Buckinghamshire, Oxfordshire and Berkshire West Integrated Care Board**

Dated .....

Signed by ..... Signature .....

**Chief Executive**

For and on behalf of **NHS Buckinghamshire, Oxfordshire and Berkshire West Integrated Care Board**

Dated .....

Signed by ..... Signature .....

**Chief Executive**

For and on behalf of **NHS Frimley Integrated Care Board**

Dated .....

**SCHEDULE 1: DEFINITIONS AND INTERPRETATIONS**

**DEFINITIONS AND INTERPRETATION**

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

<b>"Agreement"</b>	This agreement between the ICB Partners comprising these terms and conditions together with all schedules attached to it;
<b>"Annual Review"</b>	Means the annual review of the arrangements under this Agreement by the Partners;
<b>"Area"</b>	Means the geographical area covered by the ICBs;
<b>"Arrangements"</b>	Means the joint working and delegation arrangements set out in this Agreement;
<b>"Authorised Officer"</b>	The individual(s) appointed as Authorised Officer in accordance with the agreed Terms of Reference;
<b>"Claim"</b>	Means for or in relation to the Commissioning Functions (a) any litigation or administrative, mediation, arbitration or other proceedings, or any claims, actions or hearings before any court, tribunal or the Secretary of State, any governmental, regulatory or similar body, or any department, board or agency or (b) any dispute with, or any investigation, inquiry or enforcement proceedings by any governmental, regulatory or similar body or agency;
<b>"Clinical Commissioning Policies"</b>	A nationally determined clinical policy sets out the commissioning position on a particular clinical treatment issue and defines accessibility (including a not for routine commissioning position) of a medicine, medical device, diagnostic technique, surgical procedure or intervention for patients with a condition requiring a specialised service;
<b>"Commencement Date"</b>	Means 1 October 2025 – 01 April 2026
<b>"Commissioning Functions"</b>	The respective statutory functions of the ICB Partners in arranging for the provision of services as part of the health service;
<b>"Confidential Information"</b>	<p>Means information, data and/or material of any nature which any ICB Partner may receive or obtain in connection with the operation of this Agreement, or arrangements made pursuant to it and:</p> <ul style="list-style-type: none"><li>(a) which comprises Personal Data or which relates to any patient or his treatment or medical history.</li><li>(b) the release of which is likely to prejudice the commercial interests of a ICB Partner; or</li><li>(c) which is a trade secret;</li></ul>
<b>"Core Membership"</b>	Means the voting membership of the Joint Committee as set out in the Terms of Reference;
<b>"Data Controller"</b>	Shall have the same meaning as set out in the Data Protection Legislation;
<b>"Data Processor"</b>	Shall have the same meaning as set out in the Data Protection Legislation;



<b>“Data Guidance”</b>	Means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement regarding information governance, confidentiality, privacy or compliance with Data Protection Legislation to the extent published and publicly available or their existence or contents have been notified to the ICB by NHS England and/or any relevant Regulatory or Supervisory Body. This includes but is not limited to guidance issued by NHS Digital, the National Data Guardian for Health & Care, the Department of Health and Social Care, NHS England, the Health Research Authority, the UK Health Security Agency and the Information Commissioner;
<b>"Data Protection Legislation"</b>	Means the UK General Data Protection Regulation, the Data Protection Act 2018, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), the common law duty of confidentiality and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
<b>“Data Protection Officer”</b>	Shall have the same meaning as set out in the Data Protection Legislation;
<b>“Data Security and Protection Incident Reporting tool”</b>	The incident reporting tool for data security and protection incidents, which forms part of the Data Security and Protection Toolkit available at <a href="https://www.dsptoolkit.nhs.uk/">https://www.dsptoolkit.nhs.uk/</a> ;
<b>“Delegated Functions”</b>	Means delegation of functions from one body to another. This could refer to the Commissioning Functions of NHS England delegated to each ICB under a Delegation Agreement; or delegation of functions from one ICB to another; or delegation of functions from an ICB to a Joint Committee
<b>“Delegated Services”</b>	Means those services commissioned in exercise of the delegated functions
<b>"Dispute Resolution Procedure"</b>	The procedure set out in Clause 20 (Dispute Resolution);
<b>“Finance and Performance Committee”</b>	Means the Frimley ICB board sub-committee responsible for overseeing the delivery of the Frimley financial plan for 2025/26.
<b>"FOIA"</b>	The Freedom of Information Act 2000 and any subordinate legislation made under it from time to time, together with any guidance or codes of practice issued by the Information Commissioner or relevant government department concerning this legislation;
<b>“Guidance”</b>	Means any applicable guidance, guidelines, direction or determination, framework, code of practice, standard or requirement to which the ICB Partners have a duty to have regard (and whether specifically mentioned in this Agreement or not), to the extent that the same are published and publicly available or the existence or contents of them have been notified by any relevant Regulatory or Supervisory Body;
<b>“Governance Arrangements”</b>	Means the governance arrangements in respect of the Arrangements agreed by the ICB Partners and as set out in Schedule [3]
<b>“ICB Functions”</b>	The Commissioning Functions of an ICB;

<b>"ICB Reserved Functions"</b>	Where there is any delegation of ICB Functions or further delegation of Delegated Functions, those functions that remain reserved to each ICB
<b>"Information"</b>	Has the meaning given under section 84 of FOIA;
<b>"Information Sharing Agreement"</b>	Any information sharing agreement entered into in accordance with Schedule 4 (Further Information Governance and Sharing Provisions).
<b>"Initial Term"</b>	Means 01 October 2025 – 31 March 2026 inclusive
<b>"Joint Committee"</b>	Means the joint committee(s) established under this Agreement on the terms set out in the Terms of Reference;
<b>"Joint Functions"</b>	Any Functions that are delegated to a Joint Committee
<b>"Law"</b>	means: <ul style="list-style-type: none"> <li>(a) any statute or proclamation or any delegated or subordinate legislation.</li> <li>(b) any guidance, direction or determination with which the ICB Partner(s) or relevant third party (as applicable) are bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the ICB Partner(s) or relevant third party (as applicable); and</li> <li>(c) any judgment of a relevant court of law which is a binding precedent in England;</li> </ul>
<b>"Need to Know"</b>	Access to information limited to those individuals who require it to perform their specific role or duty, and no wider;
<b>"NHS Act"</b>	the National Health Service Act 2006;
<b>"Non-Personal Data"</b>	Means data which is not Personal Data;
<b>"ICB Partners"</b>	The parties to this Agreement;
<b>"Personal Data"</b>	Has the meaning set out in the Data Protection Legislation;
<b>"Population"</b>	Means the population for which an ICB or all of the ICBs have the responsibility for commissioning health services;  Means any statutory or other body having authority to issue guidance, standards or recommendations with which the relevant Party and/or Staff must comply or to which it or they must have regard, including: <ul style="list-style-type: none"> <li>(i) CQC.</li> <li>(ii) NHS England.</li> <li>(iii) Department of Health and Social Care.</li> <li>(iv) NICE.</li> <li>(v) Healthwatch England and Local Healthwatch.</li> <li>(vi) The General Medical Council.</li> </ul>
<b>"Regulatory or Supervisory Body"</b>	

- (vii) The General Dental Council.
- (viii) The General Optical Council.
- (ix) The General Pharmaceutical Council.
- (x) The Healthcare Safety Investigation Branch; and
- (xi) The Information Commissioner;

<b>"Relevant Information"</b>	Means the Personal Data and Non-Personal Data processed under this Agreement, and includes, where appropriate, "confidential patient information" (as defined under section 251 of the NHS Act), and "patient confidential information" as defined in the 2013 Report, The Information Governance Review – <i>"To Share or Not to Share?"</i> ;
<b>"Request for Information"</b>	Has the meaning set out in the FOIA;
<b>"Reserved Functions"</b>	Means NHS England Reserved Functions or ICB Reserved Functions
<b>"Retained Functions"</b>	Means NHS England Retained Functions or ICB Retained Functions
<b>"Single Point of Contact"</b>	The member of Staff appointed by each relevant ICB Partner in accordance with Paragraph 13 of Schedule 4;
<b>"Special Category Personal Data"</b>	Has the meaning set out in the Data Protection Legislation;
<b>"Specified Purpose"</b>	Means the purpose for which the Relevant Information is shared and processed to facilitate the exercise of the Joint Functions and Reserved Functions as specified in Schedule 4 ( <i>Further Information</i> )
<b>"Staff"</b>	Means the ICB Partners' employees, officers, elected members, directors, voluntary staff, consultants, and other contractors and sub-contractors acting on behalf of any ICB Partner (whether or not the arrangements with such contractors and sub-contractors are subject to legally binding contracts) and such contractors' and their sub-contractors' personnel;
<b>"System Productivity Committee"</b>	Means the BOB ICB board sub-committee responsible for overseeing the delivery of the BOB financial plan for 2025/26.
<b>"Term"</b>	The Initial Term, as may be varied by: <ul style="list-style-type: none"> <li>(a) Any extensions to this Agreement that are agreed under Clause 1.1 (Commencement and Duration); or</li> <li>(b) The earlier termination of this Agreement in accordance with its terms;</li> </ul>
<b>"Terms of Reference"</b>	Means the Terms of Reference for the Joint Committee agreed between the ICB Partners at the first meeting of the Joint Committee, a draft of which is included at Schedule 3 (Joint Committee);

**“UK GDPR”**

Means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

1. References to statutory provisions shall be construed as references to those provisions as respectively amended or re-enacted (whether before or after the Commencement Date) from time to time.
2. The headings of the Clauses in this Agreement are for reference purposes only and shall not be construed as part of this Agreement or deemed to indicate the meaning of the relevant Clauses to which they relate. Reference to Clauses is Clauses in this Agreement.
3. References to Schedules are references to the schedules to this Agreement and a reference to a Paragraph is a reference to the paragraph in the Schedule containing such reference.
4. References to a person or body shall not be restricted to natural persons and shall include a company, corporation or organisation.
5. Words importing the singular number only shall include the plural.
6. Use of the masculine includes the feminine and all other genders.
7. Where anything in this Agreement requires the mutual agreement of the ICB Partners, then unless the context otherwise provides, such agreement must be in writing.
8. Any reference to the ICB Partners shall include their respective statutory successors, employees and agents.
9. In the event of a conflict, the conditions set out in the Clauses to this Agreement shall take priority over the Schedules.
10. Where a term of this Agreement provides for a list of items following the word "including" or "includes", then such list is not to be interpreted as being an exhaustive list.

## **SCHEDULE 2: ACCOUNTABILITIES AND RESPONSIBILITIES FOR ICB CHAIRS AND CHIEF EXECUTIVES**

### **2A: NHS Integrated Care Board – Chair Role Descriptor - (NHS England June 2025)**

Please note: the following role descriptor is subject to future changes in policy direction (e.g. 10-year health plan, development of commissioning framework) and legislation. Appointees will be taken on as designate Chair of the Integrated Care Board (dependent on any proposed changes to the ICB footprint)

#### **Context**

ICBs in England have four core objectives. These are to:

- Improve health outcomes and reduce inequalities in health
- Ensure consistently high-quality care
- Drive improved productivity
- Improve social and economic impact
- In support of these four objectives, the Government has set out three strategic shifts for the NHS:
  - Treatment to prevention: through proactive community and public health initiatives, working closely with local authorities, communities and individuals
  - Hospital to community: Moving care closer to home by building more joined-up, person-centred care in local neighbourhoods, reducing reliance on acute care.
  - Analogue to digital: Harnessing technology and data to transform care delivery and improve quality of care

The draft Model ICB Blueprint – and the 10-year plan – sets out the crucial role ICBs will play in delivering the three shifts and the wider 10-year plan.

#### **Priorities**

The Chair is accountable for ensuring the delivery of the functions, duties and objectives of the ICB and for the stewardship of public money. This will include accountability for a shorter-term, fundamental transformation plan to oversee the transition to the Model ICB, building skills and capabilities to deliver against the functions of the ICB.

The Chair champions actions to help meet the core purposes of the ICB.

ICBs will be responsible for the overwhelming majority of the healthcare budget for their local populations and will be expected to decide how best to spend monies to deliver against their objectives and the three shifts. They will need to:

- Understanding population health needs, building deep analytical insights into different population groups
- Work with a wide range of local stakeholders, communities and individuals to agree local priorities
- Have a deep understanding of how well current services are meeting the needs of their populations are where there is room for improvement
- Develop strategies for different population groups, and different service areas, to ensure optimal healthcare value – maximising outcomes and minimising costs
- Ensure a high quality, financially sustainable provider market with a short-term focus on building neighbourhood health providers
- Contract for services to deliver against ICB objectives and the three shifts
- Hold providers to account for delivery against contracts
- Be financially balanced

#### **Accountabilities**

The ICB Chair is accountable to the NHS England Regional Director.

The Chair is accountable for the governance and core statutory functions of the organisation, ensuring the ICB is compliant, accountable and safe. This includes ensuring the ICB is properly constituted and able to fulfil its strategic commissioning responsibilities to deliver against the four objectives of ICBs and the 10-year plan.

The Chair will lead the Board to deliver the shorter-term, fundamental transformation strategy to oversee the transition to the Model ICB, effective oversight of delivery of 2025/26 plans, reduction on ICB operational running costs, build the foundation for neighbourhood health and manage the local changes involved with ICB redesign.

The Chair will establish and lead the unitary board of the ICB; which has joint collective and corporate accountability for the performance of the organisation, ensuring its functions are effectively discharged and that NHS resources are deployed appropriately to other organisations.

The Chair will be accountable for holding the Board and organisation to account for the delivery of strategy and ensuring financial balance. They will lead the Board to achieve its purpose to govern effectively, and in so doing build patient, public and stakeholder confidence that their health and healthcare is in safe hands.

To carry out their role effectively, the chair must cultivate a strong, collaborative relationship with the chief executive. Many responsibilities in this role descriptor will be discharged in partnership with the chief executive. It is important the chair and the chief executive are clear about their individual and shared roles, and their respective responsibilities towards the unitary board.

## **Roles and Responsibilities**

- Leads the board in setting a vision, strategy and clear objectives for the ICB in delivering on the four core purposes, as detailed above, in support of the 10-year health plan including the three shifts (analogue to digital, hospital to community and treatment to prevention)
- Holds the Board to account for delivery of the strategy
- Responsible for leading the board and ensuring it has the necessary constitutional and governance arrangements and committee structures in place to ensure legal compliance, transparency and public accountability.
- Ensures clinical and information governance mechanisms and effective financial and risk management systems are adopted and aligned with best practice commissioning and quality assurance processes.
- Supports the Board and organisation in working towards commissioning excellence, learning from successful international models.
- Ensures effective system leadership, working in partnership, ensuring engagement and codesign with local government and fostering strong relationship with the places within the ICB footprint to tackle population health challenges and enhance services across health and social care.
- Responsible for appointing the ICB Chief Executive (with approval from NHS England) and Non-Executive Directors (NEDs) and ensuring they are supported and developed to maximise their contribution. Responsible for approving nominated ICB Partner member appointments.
- Together with the chief executive, provide visible leadership in developing a healthy and inclusive culture for the organisation which promotes diversity, encourages and enables partnership working and which is reflected and modelled in their own and the Board's behaviour and decision-making.
- Together with the Chief Executive, owning the culture of the ICB and overseeing conduct and the Fit and Proper Persons Test on behalf of the organisation
- Promotes the values of the NHS Constitution and role models the behaviours embodied in Our People Promise and Our Leadership Way to ensure a collaborative, inclusive and productive approach across the system.

## **Essential person specification**

### **Personal values**

Personal commitment to the principles of public life, values of the NHS, the NHS People Plan, Nolan principles and the Fit and Proper Persons regime

Lives by the values of openness and integrity and has created cultures where this thrives

A collaborative leader, able to build relationships across organisational and sector boundaries

### **Skills**

Proven ability to think strategically and demonstrate excellent problem-solving skills and a breadth of vision beyond organisational boundaries

The capacity to deal effectively with multiple stakeholders, exceptional communication skills which will engender community confidence, strong collaborations and partnerships

Strong critical thinking and strategic problem-solving: the ability to anticipate and frame issues to drive effective strategy, problem resolution and action.

## **Knowledge**

Extensive knowledge of the health, care and local government landscape and an understanding of the social determinants of public health

Deep understanding of the principles of healthcare value, of strategic commissioning, of contract management.

Excellent business acumen with knowledge of effective governance, including an understanding of mechanisms to ensure clinical and financial risk management

## **Experience**

Previous experience as chair of an organisation of similar size and complexity whether in a private, public or voluntary sector

Significant experience as an executive director of a large, complex, consumer facing organisation.

Evidence of exercising independent judgement.

## **Competencies**

Being an NHS board member means holding an extremely demanding yet rewarding leadership responsibility. NHS board members have both an individual and collective role in

shaping the vision, strategy and culture of a system or organisation, and supporting high-quality, personalised and equitable care for all now and into the future.

This NHS Leadership Competency Framework is for chairs, chief executives and all board members in NHS systems and providers, as well as serving as a guide for aspiring leaders of the future.

The six leadership domains:

- Driving high quality and sustainable outcomes
- Setting strategy and delivering long term transformation
- Promoting equality and inclusion, and reducing health and workforce inequalities
- Providing robust governance and assurance
- Creating compassionate, just and positive cultures
- Building a trusted relationship with partners and communities.

## **2B: NHS Integrated Care Board – Chief Executive Job Description - (June 2025 NHS England)**

Please note: This job description may change in line with future policy (e.g. the forthcoming 10-year health plan and commissioning framework). Confirmation of appointment will follow any changes to the ICB footprint.

## **Context**

ICBs in England have four core objectives. These are to:

- Improve health outcomes and reduce inequalities in health
- Ensure consistently high-quality care
- Drive improved productivity
- Improve social and economic impact

In support of these four objectives, the Government has set out three strategic shifts for the NHS:

- **Treatment to prevention:** through proactive community and public health initiatives, working closely with local authorities, communities and individuals.
- **Hospital to community:** Moving care closer to home by building more joined-up, person-centred care in local neighbourhoods, reducing reliance on acute care.
- **Analogue to digital:** Harnessing technology and data to transform care delivery and improve quality of care

The draft Model ICB Blueprint and the 10-year plan sets out the crucial role ICBs will play in delivering the three shifts and the wider 10-year plan.

## Priorities

The CEO will provide dynamic, visible leadership to deliver significant and sustained improvements in care and outcomes for the local population. Working closely with the executive team, ICB Chair, and system partners, the CEO will drive forward the short-term transformation required to implement the Model ICB, embed the 2025/26 plans, and lay the foundations for neighbourhood health. They will ensure that local changes arising from ICB redesign are well-managed and deliver tangible benefits.

The CEO will be accountable for leading the executive team and organisation to achieve the core purposes of the ICB and contribute to the ambitions of the 10-year plan:

- Understanding population health needs, building deep analytical insights into different population groups.
- Work with a wide range of local stakeholders, communities and individuals to agree local priorities.
- Have a deep understanding of how well current services are meeting the needs of their populations are where there is room for improvement.
- Develop strategies for different population groups, and different service areas, to ensure optimal healthcare value – maximising outcomes and minimising costs.
- Ensure a high quality, financially sustainable provider market with a short-term focus on building neighbourhood health providers.
- Contract for services to deliver against ICB objectives and the three shifts.
- Hold providers to account for delivery against contracts.
- Be financially balanced

The CEO will champion collaborative working to ensure the successful transfer of functions and delivery of change in line with the Model ICB Blueprint, supporting the system to achieve its shared objectives and improve care for all.

## Accountabilities

The Chief Executive is accountable to the ICB Chair and Board, with performance oversight by NHS England, for delivering all statutory, strategic and financial responsibilities of the ICB. This includes establishing and leading strategic commissioning arrangements for NHS-funded services, driving the transformation to the Model ICB, delivering agreed cost-reduction plans and engaging staff throughout a safe transition and transfer of functions.

The post-holder must maintain robust corporate, clinical, information and financial governance so that the unitary Board can discharge its duties with confidence, sustain financial balance and demonstrate clear value for money against the population-health budget. A pivotal element of the role is to cultivate a sustainable provider market, rapidly align funding to outcome-linked service specifications and oversee sophisticated cost-and-outcome analytics to assure that commissioned services maximise healthcare value. The CEO will recruit, develop and performance-manage an effective executive team, allocate NHS resources appropriately across the system, and model a transparent, collaborative partnership with the ICB Chair.

## Roles and Responsibilities

- Sets organisational vision, strategy and clear objectives for delivering the four ICB purposes and three strategic shifts.
- Drives delivery of that strategy, holding the executive team and provider market to account for outcomes, quality, cost and productivity.
- Ensures robust clinical, information and financial-risk governance aligned with best-practice commissioning and quality assurance.
- Promotes commissioning excellence and continuous improvement, learning from successful international models.



- Provides visible system leadership, co-designing priorities with local government, place partners, communities and individuals to tackle health inequalities.
- Stewards' public money, securing financial balance and measurable return on investment in population-health outcomes.
- Owns the culture of the ICB (jointly with the Chair), modelling NHS Constitution values, Our People Promise and Our Leadership Way.
- Communicates transparently with patients, public and partners, building confidence that health and healthcare are in safe hands.

## **Essential Person Specification**

### **Personal Values**

- Commitment to the principles of public life, NHS values, the NHS People Plan, Nolan principles and the Fit and Proper Persons regime.
- Compassionate, people-centred leadership style.
- Lives openness and integrity, creating cultures where these thrive.
- Collaborative approach across organisational and sector boundaries.
- Personally driven, fostering a culture of continuous improvement.

### **Experience**

- Substantial Board-level and CEO experience leading significant transformational change.
- Career in healthcare or an equivalently complex, regulated, consumer-facing environment.
- Proven delivery of strategies that optimise resource use and achieve lasting improvement.

### **Knowledge**

- Extensive knowledge of the health, care and local-government landscape and of social determinants of health.
- Expert understanding of strategic commissioning, oversight and control of public funds.
- Sophisticated grasp of population-health management, data analytics, predictive modelling and risk stratification.
- Deep understanding of healthcare value — the relationship between outcomes achieved and resources consumed.
- Comprehensive knowledge of outcomes measurement, cost-accounting methodologies and comparative-effectiveness analysis.
- Expertise in value-based payment reform (e.g. bundled payments, capitation, outcomes-based contracts).
- Thorough knowledge of contracting and utilisation-review techniques and how they drive productivity and quality.

### **Skills**

- Exceptional communication and influencing skills, building confidence across communities, clinicians, politicians and partners.
- Strong critical thinking and strategic problem-solving, anticipating and framing complex issues.
- Advanced data-literacy and analytical capability, converting insights into strategic decisions and commissioning levers.
- Proven ability to design and negotiate complex contracts that link payment to outcomes and cost efficiency.
- Demonstrated capability to lead utilisation-review programmes that eliminate waste and improve productivity.

## **Competencies (NHS Leadership Competency Framework)**

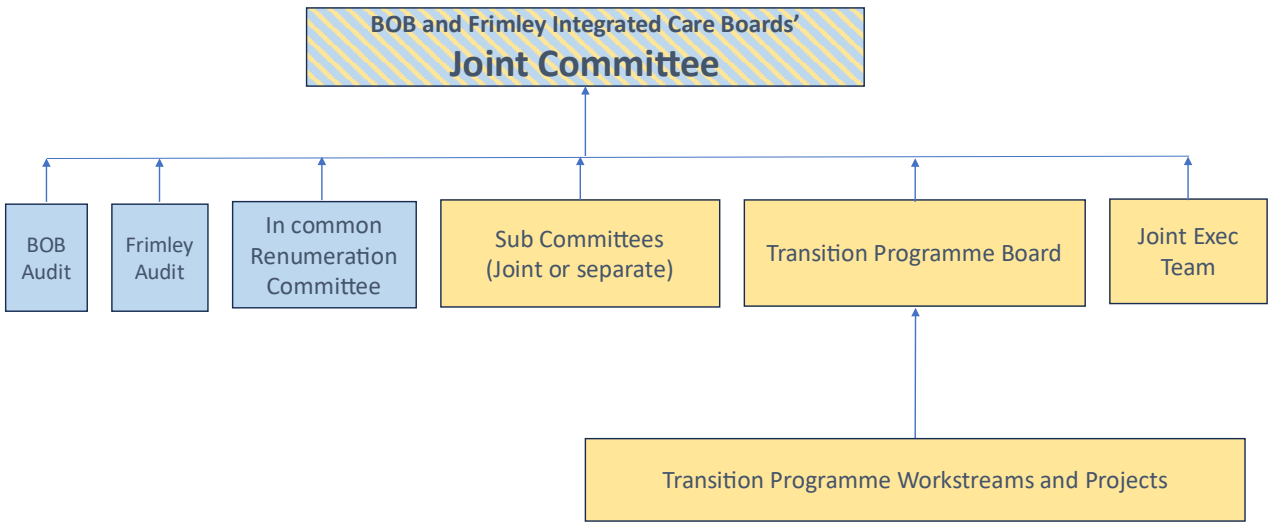
Being an NHS board member means holding an extremely demanding yet rewarding leadership responsibility. NHS board members have both an individual and collective role in shaping the vision, strategy and culture of a system or organisation, and supporting high-quality, personalised and equitable care for all now and into the future.

This NHS Leadership Competency Framework is for chairs, chief executives and all board members in NHS systems and providers, as well as serving as a guide for aspiring leaders of the future.

The six leadership domains:

- Driving high quality and sustainable outcomes.
- Setting strategy and delivering long term transformation.
- Promoting equality and inclusion and reducing health and workforce inequalities.
- Providing robust governance and assurance.
- Creating compassionate, just and positive cultures.
- Building a trusted relationship with partners and communities.

Joint Committee Governance



[Insert Terms of Reference for the Joint Committee when agreed by both Boards.]

## **SCHEDULE 4: FURTHER INFORMATION GOVERNANCE AND SHARING PROVISIONS**

**To be read in conjunction with the Data Sharing Agreement between Buckinghamshire, Oxfordshire and Berkshire West Integrated Care Board, and Frimley Integrated Care Board (August 2025).**

### **1. Introduction**

- 1.1. This Schedule sets out the scope for the secure and confidential sharing of information between the Thames Valley ICB Partners on a Need-to-Know basis, in order to enable each ICB Partner to exercise their functions in pursuance of this Agreement.
- 1.2. References in this Schedule (*Further Information Governance and Sharing Provisions*) to the Need to know basis or requirement (as the context requires) should be taken to mean that the Data Controllers' Staff will only have access to Personal Data or Special Category Personal Data if it is lawful for such Staff to have access to such data for the Specified Purpose in paragraph 2.1 and the function they are required to fulfil at that particular time, in relation to the Specified Purpose, cannot be achieved without access to the Personal Data or Special Category Personal Data specified.
- 1.3. This Schedule and the Data Sharing Agreements entered into under this Schedule are designed to:
  - 1.3.1. Provide information about the reasons why Relevant Information may need to be shared and how this will be managed and controlled by each ICB Partner;
  - 1.3.2. Describe the purposes for which the Thames Valley ICB Partners have agreed to share Relevant Information;
  - 1.3.3. Set out the lawful basis for the sharing of information between the Thames Valley ICB Partners, and the principles that underpin the exchange of Relevant Information;
  - 1.3.4. Describe roles and structures to support the exchange of Relevant Information between the Thames Valley ICB Partners;
  - 1.3.5. Apply to the sharing of Relevant Information relating to Service Providers and their Staff;
  - 1.3.6. Apply to the sharing of Relevant Information whatever the medium in which it is held and however it is transmitted;
  - 1.3.7. Ensure that Data Subjects are, where appropriate, informed of the reasons why Personal Data about them may need to be shared and how this sharing will be managed;
  - 1.3.8. Apply to the activities of the Thames Valley ICB Partners' Staff;
  - 1.3.9. Describe how complaints relating to Personal Data sharing between the Thames Valley ICB Partners will be investigated and resolved, and how the information sharing will be monitored and reviewed.

### **2. Purpose**

- 2.1. The Specified Purpose of the data sharing is to facilitate the exercise of the Joint Functions.
- 2.2. Each ICB Partner must ensure that they have in place appropriate Data Sharing Agreements to enable data to be received from any third-party organisations from which the Thames Valley ICB Partners must obtain data in order to achieve the Specified Purpose. Where necessary specific and detailed purposes must be set out in a Data Sharing Agreement that complies with all relevant Legislation and Guidance.

### **3. Benefits of information sharing**

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

### **4. Lawful basis for sharing**

- 4.1. The ICB Partners shall comply with all relevant Data Protection Legislation requirements and good practice in relation to the processing of Relevant Information shared further to this Agreement.
- 4.2. The ICB Partners shall ensure that there is a Data Protection Impact Assessment ("DPIA") that covers processing undertaken in pursuance of the Specified Purpose. The DPIA shall identify the lawful basis for sharing Relevant Information for each purpose and data flow.
- 4.3. Where appropriate, the Relevant Information to be shared shall be set out in a Data Sharing Agreement.

### **5. Restrictions on use of the Shared Information**

- 5.1. Each ICB Partner shall only process the Relevant Information as is necessary to achieve the Specified Purpose and, in particular, shall not use or process Relevant Information for any other purpose unless agreed in writing by the Data Controller that released the information to the other. There shall be no other use or onward transmission of the Relevant Information to any third party without a lawful basis first being determined, and the originating Data Controller being notified.
- 5.2. Access to, and processing of, the Relevant Information provided by a ICB Partner must be the minimum necessary to achieve the Specified Purpose. Information and Special Category Personal Data will be handled at all times on a restricted basis, in compliance with Data Protection Legislation requirements, and the ICB Partners' Staff should only have access to Personal Data on a justifiable Need to Know basis.
- 5.3. Neither the provisions of this Schedule nor any associated Data Sharing Agreements should be taken to permit unrestricted access to data held by any of the ICB Partners.
- 5.4. Neither ICB Partner shall subcontract any processing of the Relevant Information without the prior consent of the other ICB Partner. Where a ICB Partner subcontracts its obligations, it shall do so only by way of a written agreement with the sub-contractor which imposes the same obligations as are imposed on the Data Controllers under this Agreement.
- 5.5. The ICB Partners shall not cause or allow Data to be transferred to any territory outside the United Kingdom without the prior written permission of the responsible Data Controller.
- 5.6. Any particular restrictions on use of certain Relevant Information should be included in a Personal Data Agreement.

### **6. Ensuring fairness to the Data Subject**

- 6.1. In addition to having a lawful basis for sharing information, the UK GDPR generally requires that the sharing must be fair and transparent. In order to achieve fairness and transparency to the Data Subjects, the Thames Valley ICB Partners will take the following measures as reasonably required:
  - 6.1.1. Amendment of internal guidance to improve awareness and understanding among staff;
  - 6.1.2. Amendment of respective privacy notices and policies to reflect the processing of data carried out further to this Agreement, including covering the requirements of articles 13 and 14 UK GDPR and providing these (or making them available to) Data Subjects;

6.1.3. Ensuring that information and communications relating to the processing of data is clear and easily accessible;

6.1.4 Giving consideration to carrying out activities to promote public understanding of how data is processed where appropriate.

6.2. Each ICB Partner shall procure that its notification to the Information Commissioner's Office, and record of processing maintained for the purposes of Article 30 UK GDPR, reflects the flows of information under this Agreement.

6.3. The Thames Valley ICB Partners shall reasonably cooperate in undertaking any DPIA associated with the processing of data further to this Agreement, and in doing so engage with their respective Data Protection Officers in the performance by them of their duties pursuant to Article 39 UK GDPR.

6.4. Further provision in relation to specific data flows may be included in a Personal Data Agreement between the Thames Valley ICB Partners.

## **7. Governance: Staff**

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

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

7.3. The Thames Valley ICB Partners shall ensure that all Staff required to access Personal Data (including Special Category Personal Data) are informed of the confidential nature of the Personal Data. The Thames Valley ICB Partners shall include appropriate confidentiality clauses in employment/service contracts of all Staff that have any access whatsoever to the Relevant Information, including details of sanctions for acting in a deliberate or reckless manner that may breach the confidentiality or the non-disclosure provisions of Data Protection Legislation requirements, or cause damage to or loss of the Relevant Information. Each Party shall provide evidence (further to any reasonable request) that all personnel that have any access to the Relevant Information whatsoever are adequately and appropriately trained to comply with their responsibilities under Data Protection Legislation and this Agreement.

7.4. The Thames Valley ICB Partners shall ensure that:

7.4.1. Only those Staff involved in delivery of the Agreement use or have access to the Relevant Information; and

7.4.2. That such access is granted on a strict Need to Know basis and shall implement appropriate access controls to ensure this requirement is satisfied and audited. Evidence of audit should be made freely available on request by the originating Data Controller; and

7.4.3. Specific limitations on the Staff who may have access to the Information are set out in any Data Sharing Agreement entered into in accordance with this Schedule.

## **8. Governance: Protection of Personal Data**

8.1. At all times, the Thames Valley ICB Partners shall have regard to the requirements of Data Protection Legislation and the rights of Data Subjects.

- 8.2. Wherever possible (in descending order of preference), only anonymised information, or strongly or weakly pseudonymised information will be shared and processed by the Thames Valley ICB Partners. The Thames Valley ICB Partners shall cooperate in exploring alternative strategies to avoid the use of Personal Data in order to achieve the Specified Purpose. However, it is accepted that some Relevant Information shared further to this Agreement may be Personal Data or Special Category Personal Data.
- 8.3. Processing of any Personal Data or Special Category Personal Data shall be to the minimum extent necessary to achieve the Specified Purpose, and on a Need-to-Know basis.
- 8.4. If any Thames Valley ICB Partner:
- 8.4.1. Becomes aware of any unauthorised or unlawful processing of any Relevant Information or that any Relevant Information is lost or destroyed or has become damaged, corrupted or unusable; or
  - 8.4.2. Becomes aware of any security vulnerability or breach in respect of the Relevant Information, it shall promptly, within 48 hours, notify the other ICB Partner. The Thames Valley ICB Partners shall fully cooperate with one another to remedy the issue as soon as reasonably practicable, and in making information about the incident available to the Information Commissioner and Data Subjects where required by Data Protection Legislation.
- 8.5. In processing any Relevant Information further to this Agreement, the Thames Valley ICB Partners shall process the Personal Data and Special Category Personal Data only:
- 8.5.1. In accordance with the terms of this Agreement and otherwise (to the extent that it acts as a Data Processor for the purposes of Article 27-28 GDPR) only in accordance with written instructions from the originating Data Controller in respect of its Relevant Information;
  - 8.5.2. To the extent as is necessary for the provision of the Specified Purpose or as is required by law or any regulatory body;
  - 8.5.3. In accordance with Data Protection Legislation requirements, in particular the principles set out in Article 5(1) and accountability requirements set out in Article 5(2) UK GDPR; and not in such a way as to cause any other Data Controller to breach any of their applicable obligations under Data Protection Legislation.
- 8.6. The Thames Valley ICB Partners shall act generally in accordance with Data Protection Legislation requirements. This includes implementing, maintaining and keeping under review appropriate technical and organisational measures to ensure and demonstrate that the processing of Personal Data is undertaken in accordance with Data Protection Legislation, and in particular to protect the Personal Data (and Special Category Personal Data) against unauthorised or unlawful processing, and against accidental loss, destruction, damage, alteration or disclosure. These measures shall:
- 8.6.1. Take account of the nature, scope, context and purposes of processing as well as the risks, of varying likelihood and severity for the rights and freedoms of Data Subjects; and
  - 8.6.2. Be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and Special Category Personal Data and having the nature of the Personal Data (and Special Category Personal Data) which is to be protected.
- 8.7. In particular, each ICB Partner shall:
- 8.7.1. Ensure that only Staff as provided under this Schedule have access to the Personal Data and Special Category Personal Data;

- 8.7.2. Ensure that the Relevant Information is kept secure and in an encrypted form, and shall use all reasonable security practices and systems applicable to the use of the Relevant Information to prevent and to take prompt and proper remedial action against, unauthorised access, copying, modification, storage, reproduction, display or distribution, of the Relevant Information;
  - 8.7.3. Obtain prior written consent from the originating ICB Partner in order to transfer the Relevant Information to any third party;
  - 8.7.4. Permit any other ICB Partner or their representatives (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the data processing activities carried out further to this Agreement (and/or those of its agents, successors or assigns) and comply with all reasonable requests or directions to enable each ICB Partner to verify and/or procure that the other is in full compliance with its obligations under this Agreement; and
  - 8.7.5. If requested, provide a written description of the technical and organisational methods and security measures employed in processing Personal Data.
- 8.8. The Thames Valley ICB Partners shall adhere to the specific requirements as to information security set out in any Data Sharing Agreement entered into in accordance with this Schedule.
- 8.9. The Thames Valley ICB Partners shall use best endeavours to achieve and adhere to the requirements of the NHS Digital Data Security and Protection Toolkit.
- 8.10. The Thames Valley ICB Partners' Single Points of Contact set out in paragraph 13 will be the persons who, in the first instance, will have oversight of third-party security measures.

## **9. Governance: Transmission of Information between the ICB Partners**

- 9.1. This paragraph supplements paragraph 8 of this Schedule.
- 9.2. Transfer of Personal Data between the Thames Valley ICB Partners shall be done through secure mechanisms including use of the N3 network, encryption, and approved secure (NHS.net or gcsx) e-mail.
- 9.3. Wherever possible, Personal Data should be transmitted and held in pseudonymised form, with only reference to the NHS number in 'clear' transmissions. Where there are significant consequences for the care of the patient, then additional data items, such as the postcode, date of birth and/or other identifiers should also be transmitted, in accordance with good information governance and clinical safety practice, so as to ensure that the correct patient record / data is identified.
- 9.4. Any other special measures relating to security of transfer should be specified in a Data Sharing Agreement entered into in accordance with this Schedule.
- 9.5. Each ICB Partner shall keep an audit log of Relevant Information transmitted and received in the course of this Agreement.
- 9.6. The Thames Valley ICB Partners' Single Point of Contact notified pursuant to paragraph 13 will be the persons who, in the first instance, will have oversight of the transmission of information between the Thames Valley ICB Partners.

## **10. Governance: Quality of Information**

The Thames Valley ICB Partners will take steps to ensure the quality of the Relevant Information and to comply with the principles set out in Article 5 UK GDPR.



## 11. Governance: Retention and Disposal of Shared Information

- 11.1. A non-originating ICB Partner shall securely destroy or return the Relevant Information once the need to use it has passed or, if later, upon the termination of this Agreement, howsoever determined. Where Relevant Information is held electronically, the Relevant Information will be deleted and formal notice of the deletion sent to the that shared the Relevant Information. Once paper information is no longer required, paper records will be securely destroyed or securely returned to the ICB Partner they came from.
- 11.2. Each ICB Partner shall provide an explanation of the processes used to securely destroy or return the information, or verify such destruction or return, upon request and shall comply with any request of the Data Controllers to dispose of data in accordance with specified standards or criteria.
- 11.3. If an ICB Partner is required by any law, regulation, or government or regulatory body to retain any documents or materials that it would otherwise be required to return or destroy in accordance with this Schedule, it shall notify the other ICB Partners in writing of that retention, giving details of the documents or materials that it must retain.
- 11.4. Retention of any data shall comply with the requirements of Article 5(1)(e) GDPR and with all good practice including the Records Management NHS Code of Practice, as updated or amended from time to time.
- 11.5. The Thames Valley ICB Partners shall set out any special retention periods in a Data Sharing Agreement where appropriate.
- 11.6. The Thames Valley ICB Partners shall ensure that Relevant Information held in paper form is held in secure files, and, when it is no-longer needed, destroyed using a cross-cut shredder or subcontracted to a confidential waste company that complies with European Standard EN15713.
- 11.7. Each ICB Partner shall ensure that, when no longer required, electronic storage media used to hold or process Personal Data are destroyed or overwritten to current policy requirements.
- 11.8. Electronic records will be considered for deletion once the relevant retention period has ended.
- 11.9. In the event of any bad or unusable sectors of electronic storage media that cannot be overwritten, the ICB Partner shall ensure complete and irretrievable destruction of the media itself in accordance with policy requirements.

## 12. Governance: Complaints and Access to Personal Data

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

**13. Governance: Single Points of Contact**

The ICB Partners each shall appoint a Single Point of Contact to whom all queries relating to the particular information sharing should be directed in the first instance.

**14. Monitoring and review**

The ICB Partners shall monitor and review on an ongoing basis the sharing of Relevant Information to ensure compliance with Data Protection Legislation and best practice. Specific monitoring requirements must be set out in the relevant Data Sharing Agreement.

**To be read in conjunction with the Data Sharing Agreement between Buckinghamshire, Oxfordshire and Berkshire West Integrated Care Board, and Frimley Integrated Care Board (August).**

## **SCHEDULE 5: FUNCTIONS DELEGATED TO THE JOINT COMMITTEE**

**[Insert SoRD when agreed and set out that delegation is by reservation to ICB Boards.]**