

Guide to the Delegation Agreement

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NHS ENGLAND

GUIDE TO THE DELEGATION AGREEMENT

1. Delegation and Delegation Agreement

- 1.1. The Delegation (a copy of which can be found at [Annex E to NHS England's guidance](#) *Next steps towards primary care co-commissioning*) will set out the statutory delegation of primary medical care commissioning functions to CCGs.
- 1.2. The Delegation will be supplemented by the Delegation Agreement, which sets out the detailed arrangements for how the CCG will exercise its delegated primary medical care commissioning functions. There is one standard form Delegation Agreement that NHS England and each relevant CCG receiving delegated functions will be required to sign.

2. Structure of the Delegation Agreement

- 2.1. The Delegation Agreement is divided into:
 - 2.1.1. **The Particulars:** contain the sections which require local completion (including details of the parties to the Delegation Agreement, the addresses for notices and other information);
 - 2.1.2. **The Terms and Conditions:** contain the terms and conditions governing the delegation of the primary medical care commissioning functions to the CCG and how these are to be exercised by the CCG; and
 - 2.1.3. **The Schedules:** contain further detailed provisions including in relation to the Delegated Functions, the Reserved Functions, finances, staffing and other provisions.

3. About this Summary

- 3.1. For the sake of completeness, the Delegation Agreement is a lengthy document. It has been produced with, and reviewed by, CCG colleagues, but we are aware that it is a detailed and sometimes technical document. For ease of reading and reference, this summary guide has been produced.
- 3.2. A guide to each of the clauses in the Delegation Agreement is set out at Appendix 1 below. This guide is only a summary of the key provisions of

the Delegation Agreement to assist the CCG. It should not be viewed as an interpretation of the Delegation Agreement. In the event of a conflict between this guide and the Delegation Agreement, the terms of the Delegation Agreement will prevail.

Appendix 1
Guide to the Delegation Agreement

| Clause | Clause Name | Description |
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| Particulars | | |
| 1 | Particulars | The Particulars contain elements of the Delegation Agreement for local completion (which must be completed prior to signing the Delegation Agreement). Information to be inserted here includes the name of the Local NHS England Team, the name of the CCG, the relevant Area and contact information for the Parties. |
| Terms and Conditions | | |
| 2 | Interpretation | This clause confirms that the Delegation Agreement should be interpreted in accordance with the definitions set out in Schedule 1. In order to avoid disputes, clause 2.3 sets out an order of precedence to resolve any conflict or inconsistency. The Particulars and Terms and Conditions take precedence over the Schedules and any Local Terms. |
| 3 | Background | This clause contains background information on the delegation of functions by NHS England to the CCG. Clause 3.4 confirms that functions relating to the commissioning of primary care pharmacy, dental and optical contracts are not delegated to the CCG under the Delegation. |
| 4 | Term | This clause confirms that the Delegation Agreement will take effect from the date set out in paragraph 10 of the Delegation (1 April 2017) and will remain in force unless terminated under clause 17 (<i>Termination</i>). |
| 5 | Principles | This clause describes certain overarching principles which NHS England and the CCG must adhere to in their dealings with each other under the Delegation Agreement. For example, NHS England and the CCG must at all times act in good faith, share information and best practice, eliminate duplication of effort, mitigate risk and reduce costs. |
| 6 | Performance of the | Clause 6 sets out the details of the primary medical care commissioning functions delegated to the CCG. Clause 6.1 confirms that the role of the CCG will be to exercise the Delegated Functions in the Area. Clause 6.2 sets out |

| Clause | Clause Name | Description |
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| | Delegated Functions | <p>the list of Delegated Functions – further detail on the functions is set out in Schedule 2 (<i>Delegated Functions</i>).</p> <p>The CCG must perform the Delegated Functions in accordance with certain requirements, including the Delegation itself, the terms of the Delegation Agreement, all applicable Law, Guidance and Good Practice (clauses 6.4 and 6.4A).</p> <p>The CCG must also perform the Delegated Functions in such a manner as to ensure NHS England’s compliance with its statutory duties (clause 6.5), as NHS England remains liable for the functions delegated to the CCG. The CCG must not act outside of its delegated authority (clause 6.6) and the CCG’s decisions will be binding on the CCG and NHS England (clause 6.8).</p> |
| 7 | Committee | The CCG must establish a committee to exercise its Delegated Functions. The structure and operation of the committee must take into account any Guidance issued by NHS England. |
| 8 | Performance of the Reserved Functions | <p>Clause 8 sets out the details of the primary medical care commissioning functions that are reserved to NHS England (and so will not be performed by the CCG). The list of Reserved Functions is set out at clause 8.2 and includes management of the national performers list and the revalidation and appraisal process.</p> <p>The Delegation may be amended and additional functions may be delegated to the CCG in the future (clause 8.3). Any changes that need to be made to the Delegation Agreement following the delegation of additional functions will then be agreed with the CCG in accordance with clause 22 (<i>Variations</i>).</p> <p>The CCG will provide some administrative and management services to NHS England in relation to certain Reserved Functions (as set out in clauses 8.8 and 8.9, in particular in relation to the Section 7A Functions). These arrangements are described in detail in clause 13.</p> |
| 9 | Monitoring and | Clause 9 sets out the CCG’s reporting requirements under the Delegation Agreement and confirms that the CCG |

| Clause | Clause Name | Description |
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| | Reporting – General Requirements | must comply with its reporting obligations in the CCG Assurance Framework and its constitution (clause 9.1). The CCG must provide copies of the agenda and minutes from its primary medical services commissioning committee meetings to NHS England and must also provide NHS England with a monthly report (clause 9.2). The CCG must give NHS England 7 days’ notice of all committee meetings and NHS England has the right to attend the committee meetings (clause 9.3). |
| 10 | Information Sharing and Information Governance | NHS England and the CCG will enter into a Personal Data Agreement (to govern the processing of Relevant Information under the Delegation Agreement). A template Personal Data Agreement is set out at Schedule 4 (<i>Further Information Sharing Provisions</i>). NHS England and the CCG agree that, when sharing information under the Delegation Agreement, they will comply with relevant Information Law requirements, Good Practice and relevant guidance (clause 10.5). |
| 11 | IT inter-operability | NHS England and the CCG will work together to ensure that IT systems are inter-operable and that data may be transferred between systems securely, easily and efficiently. |
| 12 | Public Information and Access Targets | The CCG will provide such information to NHS England as is required in respect of the Delegated Functions to ensure NHS England’s discharge of its statutory duties (clause 12.1). |
| 13 | Financial Provisions and Liability | <p><i>Notification of the Delegated Funds and Adjustments to the Delegated Funds (clauses 13.1 to 13.8)</i> – NHS England will notify the CCG of the proportion of funds that will be allocated to the CCG for the purpose of meeting expenditure in respect of the Delegated Functions in each financial year (clause 13.1). Except in relation to pooled funds (see below) and subject to the CCG’s compliance with its statutory financial duties, the CCG must use these allocated funds to carry out the Delegated Functions (clause 13.2).</p> <p>NHS England may make adjustments to the Delegated Funds, for example to take into account monthly adjustments and/or any Losses that NHS England suffers as a result of the CCG’s negligence, fraud,</p> |

| Clause | Clause Name | Description |
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| | | <p>recklessness or deliberate breach of the Delegation Agreement (clause 13.3).</p> <p>Schedule 5 (<i>Financial Provisions and Decision Making Limits</i>) sets out financial and decision-making limits that apply in relation to the exercise of the Delegated Functions (clause 13.8).</p> <p>Payment and Transfer (clauses 13.9 to 13.12) – The Delegated Funds cannot form part of the funds used for the provision of the CCG’s own functions (clause 13.9). NHS England will pay the Delegated Funds to the CCG on a monthly basis, using the same revenue transfer process that NHS England uses to transfer funds to the CCG annually (or using such other process as notified to the CCG from time to time) (clause 13.10).</p> <p>The CCG must comply with the requirements set out in clause 13.11 when dealing with the Delegated Funds (for example, the CCG must comply with any business rules set out in NHS England’s planning guidance and the HM Treasury guidance <i>Managing Public Money</i>).</p> <p>Administrative and/or Management Services and Funds in relation to certain Reserved Functions (clauses 13.13 to 13.23) – the CCG will provide administrative services to NHS England in relation to the Section 7A Functions (i.e. the CCG will administrate payments made under section 7A of the NHS Act 2006 and will provide any other support or administrative assistance to NHS England that NHS England may reasonably request (clauses 13.17 to 13.19)). NHS England may also require the CCG to provide similar administrative services in relation the Capital Expenditure Functions (clauses 13.13 to 13.16), complaints management and other Reserved Functions (clauses 13.21 to 13.23).</p> <p>Pooled Funds (clauses 13.24 to 13.25) – the CCG has the flexibility to use any part of the Delegated Funds to establish and maintain a pooled fund with NHS England (under section 13V of the NHS Act 2006) (clause 13.24). NHS England must consent in writing to the establishment of the pooled fund and the details of any pooled fund (at the date of the Delegation Agreement) must be set out in Schedule 7 (<i>Local Terms</i>) (clause 13.25).</p> <p>Business Plan, Commissioning Plan and Annual Report (clauses 13.26 to 13.33) – the CCG is required to</p> |

| Clause | Clause Name | Description |
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| | | <p>provide NHS England with a business plan and annual report in relation to the Delegated Functions, to ensure that NHS England is able to comply with its financial reporting obligations under the NHS Act 2006.</p> <p>Risk Sharing (clauses 13.34 to 13.36) – NHS England retains liability in relation to the exercise of the Delegated Functions (section 13Z(6) of the NHS Act 2006) (clause 13.34). NHS England has a right to claim back from the CCG for any Losses that it suffers as a result of the CCG’s negligence, fraud, recklessness or deliberate breach of the Delegation or the Delegation Agreement (clause 13.35). NHS England can either require payment from the CCG for any Losses, or NHS England can make adjustments to the Delegated Funds to reclaim the Losses under clause 13.3.</p> |
| 14 | Claims and Litigation | <p>The CCG is responsible for any Claims under the Primary Medical Services Contracts and will retain conduct of any Claims (clause 14.3). The CCG must comply with the requirements set out in clause 14.4 when dealing with any Claim or potential Claim (for example, the CCG must comply with any policies issued by NHS England from time to time about the conduct or avoidance of Claims and the pro-active management of Claims and must provide copies of any correspondence and claim documents to NHS England).</p> <p>Subject to Schedule 5 (<i>Financial Provisions and Decision Making Limits</i>) and clause 14.4, the CCG is entitled to conduct a Claim in the manner it considers appropriate and may pay or settle any Claim on such terms as it thinks fit (clause 14.6). Please note that, under Schedule 5, NHS England is required to authorise the settlement of any Claim where the value of the settlement exceeds £100,000.</p> <p>NHS England has a right to step-in and take over the conduct of any Claim (clause 14.7). If NHS England exercises this right, it can conduct the Claim in the manner it considers appropriate and is also entitled to pay or settle the Claim. NHS England also has the right to “step-out” of any Claim after it has exercised its step-in rights and so transfer conduct of the Claim back to the CCG (clause 14.8).</p> |

| Clause | Clause Name | Description |
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| | | T. NHS England can either require payment from the CCG for any Claim Losses, or NHS England can make adjustments to the Delegated Funds to take account of such Claim Losses (clause 14.11). |
| 15 | Breach | Clause 15 sets out NHS England's rights where the CCG does not comply with the Delegation or the Delegation Agreement. If the CCG breaches the Delegation or the Delegation Agreement, NHS England can exercise its escalation and termination rights under the Delegation Agreement and/or take steps (as it considers appropriate) under the CCG Assurance Framework (clause 15.1). NHS England can also choose to waive any non-compliance by the CCG, ratify any decision by the CCG, revoke the Delegation and terminate the Delegation agreement, exercise the Escalation Rights set out in clause 16 (see below) and/or exercise its rights under common law (clause 15.2). NHS England may only waive non-compliance by the CCG if the CCG provides a written report to NHS England setting out the reasons for its non-compliance and a plan for how the CCG proposes to remedy the non-compliance (clauses 15.3 and 15.4). |
| 16 | Escalation Rights | Clause 16 sets out further courses of action available to NHS England in the event of breach by the CCG – NHS England may require a suitably senior representative of the CCG to attend a review meeting with NHS England and may require the CCG to prepare an action plan and report (to include details of how the CCG proposes to remedy the non-compliance) (clause 16.1). |
| 17 | Termination | <p>This clause describes how and when the CCG and NHS England can terminate the Delegation and the Delegation Agreement.</p> <p>The CCG may notify NHS England that it requires NHS England to revoke the Delegation and terminate the Delegation Agreement with effect from midnight on 31 March in any calendar year, provided that (i) on or before 30 September of the previous calendar year, the CCG sends written notice to NHS England of its requirement that NHS England revoke the Delegation and terminate the Delegation Agreement, and (ii) NHS England and the CCG meet to discuss arrangements for termination and transition of the Delegated Functions.(clause 17.1).</p> |

| Clause | Clause Name | Description |
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| | | <p>NHS England may revoke the Delegation at midnight on 31 March in any calendar year, provided that it gives notice to the CCG by 30 September of the previous calendar year (clause 17.2). The Delegation Agreement will terminate immediately if the Delegation is revoked or terminated (clause 17.4).</p> <p>NHS England may terminate the Delegation and the Delegation Agreement at any time under clause 17.3 (including if the CCG acts outside of its delegated authority or fails to perform a material obligation under the Delegation Agreement).</p> <p>Clause 17.5 sets out arrangements following revocation and termination of the Delegation and the Delegation Agreement. The Parties must agree a plan for transition of the Delegated Functions from the CCG to a successor commissioner and must comply with their obligations under the transition plan.</p> |
| 18 | Staffing | <p>Clause 18 sets out basic information on the three Staffing Models under which the CCG may engage staff to undertake the Delegated Functions. The CCG may only engage staff to undertake the Delegated Functions under one of these three models (assignment, secondment and employment) (clause 18.1).</p> <p>Within 6 months of the date of the Delegation Agreement, the CCG and NHS England must agree which Staffing Model the CCG will adopt (clause 18.2). Until NHS England and the CCG agree on a Staffing Model to be adopted, Model 1 (assignment – where the staff of NHS England remain in their current roles and locations and provide services to the CCG under a service level agreement) will apply (clause 18.3). Schedule 8 (<i>Assignment of NHS England Staff to the CCG</i>) sets out the terms that will apply under Model 1.</p> <p>The CCG must comply with any Guidance issued by NHS England in relation to the Staffing Models (clause 18.4).</p> <p>The Delegation Agreement confirms the understanding of the parties that TUPE will not operate to transfer the</p> |

| Clause | Clause Name | Description |
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| | | employment of NHS England staff to the CCG on commencement of the delegated co-commissioning arrangements, but if TUPE does apply (by operation of law), NHS England and the CCG will cooperate and comply with their obligations under TUPE (clauses 18.6 and 18.7). |
| 19 | Disputes | Clause 19 sets out a mechanism for resolving any disputes that arise between the CCG and NHS England under the Delegation Agreement. The parties must first try to resolve any dispute between their two nominated representatives. The dispute will then be escalated to the CCG's Accountable Officer and a director or other person nominated by NHS England. The parties may then attempt to settle the matter by mediation in accordance with the CEDR model mediation procedure. If the dispute still cannot be resolved, it must be referred to the Secretary of State for Health, whose decision will be binding on NHS England and the CCG. |
| 20 | Freedom of Information | Under clause 20.1, NHS England and the CCG acknowledge that the other party is a public authority for the purposes of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). Each party must provide the other with all reasonable assistance and co-operation to enable them to comply with their obligations under the FOIA and the EIR (clause 20.2). NHS England may issue a protocol on dealing with and responding to FOIA or EIR requests in relation to the Delegated Functions (clause 20.3). |
| 21 | Conflicts of Interest | The CCG must have regard to all relevant guidance published by NHS England in relation to conflicts of interest in the co-commissioning context (clause 21.2). In addition, the CCG must comply with its statutory duties in relation to conflicts of interest and must perform its obligations under the Delegation Agreement in such a way as to ensure NHS England's compliance with its statutory duties (clause 21.1). |
| 22 | Variations | <p>Clause 22 sets out the process for varying the Delegation Agreement.</p> <p>A variation of the Delegation Agreement is only effective if it is in the form of the template variation agreement set out at Schedule 6 (<i>Template Variation Agreement</i>) and is signed by NHS England and the CCG (clause 22.3). A variation must not contradict or conflict with the Delegation (clause 22.4).</p> |

| Clause | Clause Name | Description |
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| | | NHS England has a general right (set out in clauses 22.5 to 22.10) to implement National Variations to the Delegation Agreement, for example to reflect any changes to the Delegation or changes in policy. NHS England must notify the CCG of a proposed National Variation (clause 22.5). The CCG must then confirm to NHS England whether it either accepts or refuses to accept the National Variation within 30 days (clause 22.8). If the CCG refuses to accept the National Variation, then NHS England has the right to terminate the Delegation Agreement and also revoke the Delegation (clause 22.10). |
| 23 | Counterparts | Clause 23 states that the Delegation Agreement may be executed in counterparts. This means that NHS England and the CCG can sign separate copies of the Delegation Agreement – each of these copies will be an original and together they will form one binding agreement. |
| 24 | Notices | <p>Clauses 24.1 and 24.2 set out requirements for the delivery of notices under the Delegation Agreement. Notices must be in writing and may be sent by hand, post or email.</p> <p>NHS England may issue Contractual Notices and Guidance from time to time in relation to the Delegated Functions and how these should be exercised by the CCG (clauses 24.3 and 24.4).</p> |
| Schedules | | |
| 1 | Definitions and Interpretation | Schedule 1 sets out the meaning of all of the defined terms used in the Delegation Agreement. |
| 2 | Delegated Functions | <p>Schedule 2 sets out further detail and obligations on the CCG in relation to the Delegated Functions. Part 1 sets out specific obligations and Part 2 sets out more general obligations relating to the Delegated Functions.</p> <p>Part 1 paragraph 2 sets out the CCG's obligations in relation to Primary Medical Services Contract management. For example, the CCG must manage the Primary Medical Services Contracts on behalf of NHS England and must perform NHS England's obligations under the contracts.</p> |

| Clause | Clause Name | Description |
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| | | <p>Part 1 paragraph 3 sets out the CCG's obligations in relation to planning the provider landscape, including establishing new GP practices in the Area, managing GP practices providing inadequate standards of patient care and agreeing variations to the boundaries of GP practices. Under paragraph 3.2, when the CCG is considering the form of contract (i.e. PMS, GMS or APMS) to use in relation to a new Primary Medical Services Contract, it must use the form of contract that will ensure compliance with NHS England's legal obligations (including procurement law obligations). Please note that, under Schedule 5 (<i>Financial Provisions and Decision Making Limits</i>), NHS England's sign off is required before the CCG can enter into a new Primary Medical Services Contract with a term exceeding 5 years.</p> <p>Part 1 paragraph 4 sets out the CCG's obligations in relation to approving GP practice mergers and closures. The CCG must undertake the necessary consultation when making these decisions and must fully consider the impact of any decision on the GP practice's registered population and the population of surrounding practices.</p> <p>Part 1 paragraph 5 sets out the CCG's obligations in relation to information sharing with NHS England in relation to the Delegated Functions. The CCG must provide NHS England with information relating to GP practices in the Area so that NHS England can continue to gather national data about the performance of GP practices.</p> <p>Part 1 paragraph 6 sets out the CCG's obligations in relation to making decisions in relation to management of poorly performing GP practices, including decisions and liaison with the CQC where appropriate.</p> <p>Part 1 paragraph 7 sets out the CCG's obligations in relation to Premises Costs Directions Functions. The CCG must comply with the Premises Costs Directions and is responsible for making decisions in relation to the Premises Costs Directions. This includes applications for new payments and revisions to existing payments.</p> |

| Clause | Clause Name | Description |
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| | | <p>Part 2 sets out the CCG's more general obligations in relation to the Delegated Functions, for example planning and reviews (paragraph 2), procurement and new contracts (paragraph 3), integrated working (paragraph 4) and resourcing (paragraph 5).</p> |
| 3 | Reserved Functions | <p>Schedule 3 sets out further detail in relation to the Reserved Functions. The CCG will work collaboratively with NHS England and will support and assist NHS England to carry out the Reserved Functions (paragraph 1.2).</p> <p>Paragraph 2 sets out further details in relation to management of the national performers list. NHS England will continue to perform its functions in relation to the national performers list, including considering applications and managing concerns, suspension, conditions and removal. NHS England may require a representative from the CCG to attend local Performance Advisory Group meetings to discuss complaints or concerns about a particular performer. The CCG must ensure that all complaints regarding a named performer are escalated to NHS England.</p> <p>Paragraph 3 sets out further details in relation to the management of the revalidation and appraisal process. NHS England will continue to perform these functions (including the funding of GP appraisers and quality assurance of the GP appraisal process). The CCG must not remove or restrict the payments made to GP practices in respect of GP appraisal.</p> <p>Paragraph 4 sets out further details in relation to the administration of payments and related performers list management activities. NHS England will continue to perform these functions and will continue to pay GPs who are suspended from the national performers list.</p> <p>Paragraph 5 sets out further details in relation to the Section 7A Functions. NHS England will continue to</p> |

| Clause | Clause Name | Description |
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| | | <p>perform the Section 7A Functions – however, the CCG will provide certain administrative services to NHS England.</p> <p>Paragraph 6 sets out further details in relation to the Capital Expenditure Functions. NHS England will retain and continue to be responsible for these functions.</p> <p>Paragraph 7 sets out further details in relation to complaints management. NHS England will continue to be responsible for complaints management (including complaints about GP practices and individual named performers, controlled drugs and whistleblowing). The CCG must notify NHS England of any complaints it receives and must co-operate with NHS England when responding to complaints. NHS England may ask the CCG to provide certain administrative services to NHS England in relation to complaints management.</p> <p>Paragraph 8 confirms that NHS England will carry out other ancillary activities that are necessary in order for NHS England to exercise the Reserved Functions.</p> |
| 4 | Further Information Sharing Provisions | <p>Schedule 4, together with the associated Personal Data Agreement, sets out the scope for the secure and confidential sharing of information between NHS England and the CCG under the Delegation and the Delegation Agreement.</p> <p>Paragraph 2.1 confirms that the Specified Purpose (for which the Relevant Information is shared and processed) is to facilitate the exercise of the CCG’s Delegated Functions and NHS England’s Reserved Functions. Details of the Relevant Information to be shared and the lawful basis for sharing this information will be set out in the accompanying Personal Data Agreement (paragraphs 4 and 5).</p> <p>NHS England and the CCG agree to only to process the Relevant Information as necessary to achieve the</p> |

| Clause | Clause Name | Description |
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| | | <p>Specified Purpose (unless agreed otherwise in writing) and staff should only have access to Personal Data on a “Need to Know” basis, i.e. if the staff member’s function cannot be achieved without access to the information (paragraph 6).</p> <p>In sharing information, NHS England and the CCG must comply with the requirements of the Data Protection Act 1998, the Human Rights Act 1998, and the common law of confidentiality to the extent these are relevant to the information shared as well as other information law requirements, and wherever possible only anonymised information should be shared (paragraph 9). NHS England and the CCG must have appropriate technical and organisational measures in place to protect Personal Data against unauthorised or unlawful processing.</p> <p>Transfer of Personal Data between NHS England and the CCG should be done through secure mechanisms (paragraph 10).</p> |
| 5 | Financial Provisions and Decision Making Limits | <p>The table in Schedule 5 sets out financial limits for decisions that the CCG takes in respect of the Delegated Functions – where a decision needs to be made which exceeds one of these limits, the CCG must obtain approval from the individuals at NHS England listed in the table. NHS England may update the table from time to time by sending a notice to the CCG.</p> <p>The relevant decisions, where the CCG must obtain NHS England approval are:</p> <ul style="list-style-type: none"> • settlement of a Primary Care Contract Claim where the value of the settlement exceeds £100,000; • any matter in relation to the Delegated Functions which is novel, contentious or repercussive; and • entering into any Primary Medical Services Contract which has or is capable of having a term which exceeds 5 years. |
| 6 | Template | A template variation agreement is set out at Schedule 6 – NHS England and the CCG should use this template |

| Clause | Clause Name | Description |
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| | Variation Agreement | when agreeing variations to the Delegation Agreement. This is intended to be used for variations that may be required in future years once the delegation has occurred. |
| 7 | Local Terms | <p>Schedule 7 is where NHS England and the CCG will set out any locally agreed terms. Local Terms may only be agreed between the CCG and NHS England on an exceptional basis, must be approved prior to the signing of the agreement and must not derogate from the terms and conditions of the Delegation Agreement.</p> <p>NHS England does not intend that there should be any locally agreed terms, other than in relation to:</p> <ul style="list-style-type: none"> • details of any pooled funds of NHS England and the CCG; • resourcing arrangements between NHS England and the CCG; and • details of any particular services that the Assigned Staff will provide to the CCG under Schedule 8. |
| 8 | Assignment of NHS England Staff to the CCG | <p>Schedule 8 sets out the terms that apply between NHS England and the CCG in relation to staffing until NHS England and the CCG agree which Staffing Model will be adopted for the co-commissioning arrangements.</p> <p>NHS England agrees to make NHS England staff available to the CCG to perform administrative and management support services, to assist the CCG to exercise the Delegated Functions (paragraph 3.1). NHS England will continue to employ and be responsible for the Assigned Staff (paragraph 4.1) and will continue to pay salaries and benefits (paragraph 4.2). The Assigned Staff will carry out their work from NHS England's places of work (although may be required to attend the offices of the CCG from time to time) (paragraph 4.3). NHS England will have day-to-day control of the Assigned Staff and the CCG will provide reasonable assistance and co-operation (paragraph 5).</p> |

| Clause | Clause Name | Description |
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| | | The CCG must let NHS England know if it becomes aware of any claim by or against a member of the Assigned Staff and the CCG will not settle a claim without NHS England's consent (paragraph 6). |