

# East Lancashire Clinical Commissioning Group

Agenda Item No: 7.1

<b>REPORT TO:</b>	<b>GOVERNING BODY</b>	
<b>MEETING DATE:</b>	<b>24 November 2014</b>	
<b>REPORT TITLE:</b>	<b>CONSTITUTION</b>	
<b>SUMMARY OF REPORT:</b>	<p>In line with recent guidance issued by NHS England the CCG has an opportunity to submit any amendments to its constitution by 6 January 2015. The CCG has taken this opportunity to:</p> <ul style="list-style-type: none"> <li>• Include wording to allow for the CCG to undertake: <ul style="list-style-type: none"> <li>○ Joint commissioning arrangements with other CCGs</li> <li>○ Joint commissioning arrangements with NHS England for CCG functions</li> <li>○ Joint commissioning arrangements with NHS England for NHS England functions</li> </ul> </li> <li>• Amend the Composition of the Governing Body with the additional role of Director of Performance and Delivery</li> <li>• Include role descriptions of all members of the Governing Body</li> <li>• Review and update any changes to member practices</li> <li>• Update terminology and review arrangements for holding signatures of member practice representatives within its constitution</li> </ul>	
<b>REPORT RECOMMENDATIONS:</b>	Members are requested to approve the proposed changes and recommend their approval to the Council of Members and submission to NHS England.	
<b>FINANCIAL IMPLICATIONS:</b>	None.	
<b>REPORT CATEGORY:</b>	Formally Receipt	<b>Tick</b> √
	Action the recommendations outlined in the report.	
	Debate the content of the report	
	Receive the report for information	
<b>AUTHOR:</b>	<b>Debra Atkinson</b>	
	<b>Report supported &amp; approved by your Senior Lead</b>	<b>Yes</b>
<b>PRESENTED BY:</b>	<b>Angela Brown Director of Corporate Business</b>	
<b>OTHER COMMITTEES/ GROUPS CONSULTED:</b>	N/A	
<b>EQUALITY IMPACT ASSESSMENT (EIA) :</b>	Has an EIA been completed in respect of this report?	<b>No</b>
<b>RISKS:</b>		<b>No</b>
<b>CONFLICT OF INTEREST:</b>	None	
<b>PRIVACY STATUS OF THE REPORT:</b>	Can the document be shared?	<b>Y</b>
<b>Which Strategic Objective does the report relate to</b>		<b>Tick</b>
<b>1</b>	Commission the right services for patients to be seen at the right time, in the right place, by the right professional.	√
<b>2</b>	Optimise appropriate use of resources and remove inefficiencies.	√
<b>3</b>	Improve access, quality and choice of service provision within Primary Care	√
<b>4</b>	Work with colleagues from Secondary Care and Local Authorities to develop seamless care pathways	√

**NHS East Lancashire CCG Governing Body  
24 November 2014  
CONSTITUTION**

**1. Introduction**

- 1.1 CCGs have an opportunity every 6 months to review and propose amendments to their constitution in line with national requirements, and following the appropriate guidelines. The next submission is 6<sup>th</sup> January 2015.
- 1.2 The CCG has taken this opportunity to:
- update the composition of the Governing Body. This comprises of the additional role of Director of Performance and Delivery;
  - include role descriptions of all members of the Governing Body;
  - review and update any changes to member practices;
  - include the CCG's Indemnity Statement;
  - update terminology and review arrangements for holding signatures of member practice representatives within its constitution.
- 1.3 NHS England have recently issued guidance on the process of making an application for constitution change in light of the recent passing of a legislative reform order (LRO) through Parliament to enable:
- a) Two or more CCGs to form joint committees to exercise their functions jointly; and
  - b) One or more CCGs and NHS England to form joint committees so that the CCG(s) and NHS England can exercise functions jointly.
- 1.4 NHS England have provided model wording for amendments to CCG's constitutions to reflect this and this has been added to the constitution. The full wording is attached at **Appendix 1**.

**2 Summary of Revisions**

2.1 It is proposed that the following changes are made to the Constitution:-

Page No	Paragraph Reference	Summary of change made
	<b>Throughout</b>	All references to 'The NHS Commissioning Board' changed to NHS England. The initial reference on page 5 remains " <i>..the NHS Commissioning Board (hereafter referred to as NHS England)</i> "
<b>9</b>	<b>2.2</b>	<b>Map of area / practices</b> Updated to reflect current member practices.
<b>11</b>	<b>3.1.1</b>	Amendment to wording to remove signatures from the constitution; these documents will be held by the group under its constitutional governance arrangements.
<b>20-23</b>	<b>6.6</b> <b>6.6.1</b> <b>6.6.11</b>  <b>6.6.22</b>	<b>Joint Commissioning Arrangements</b> Joint commissioning arrangements with other CCGs Joint commissioning arrangements with NHS England in relation to CCG functions Joint commissioning arrangements with NHS England in relation to NHS England functions.

25	6.6.2	<b>Composition of the Governing Body</b> Now comprises of additional role of i) Director of Performance and Delivery.
31-35	7.6 7.7 7.8 7.9 7.10 7.13 7.14 7.15	<b>Roles descriptions for following existing members:</b> Lay Member for Governance Lay Member for Patient and Public Involvement GP Locality Clinical Leads GP Ordinary Member - Primary Care Development Lead GP Ordinary Member – Acute Commissioning and Contracting Lead Registered Nurse Director of Performance and Delivery Secondary Care Doctor
35	7.17	<b>Indemnity</b> Addition of CCG's Indemnity statement
47-48	Appendix B	<b>List of Member Practices</b>  <b>Burnley Locality Practices</b> - Ruskin Health Care change of name to Riverside Family Practice <b>Hyndburn Locality Practices</b> - High Street Surgery now merged with Great Harwood Medical Group - Dr Bello's Practice change of address to 6-8 Church Street, Church, Accrington BB5 4LF <b>Pendle Locality Practices</b> - Brierfield Health Centre change of name to ELMS Brierfield Health Centre - Richmond Hill Group Practice change of address to Craddock Road Colne BB8 0JZ - Horsfield Practice change of name and address to ELMS Horsfield Practice Craddock Road Colne BB8 0JZ - Dr Malik's Practice change of name to Nelson Medical Practice - Cone Family Doctor's Surgery change of address to Craddock Road Colne BB8 0JZ - Pendle Valley Mill Practice change of name to ELMS -Pendle Valley Mill Practice <b>Rossendale Locality Practices</b> - The Surgery change of name to Dr Moujaes & Dr Mannan
52 63 74 85 97	Burnley Hyndburn Pendle Rossendale Ribblesdale	<b>Locality Agreements</b> Amended in parts to remove reference to transition to authorisation, update terminology, reflect current locality arrangements and changes to member practices as set out in appendix B above. All amendments highlighted under track changes.

### 3 Recommendations

#### 3.1 Members are asked to:-

- Note the guidance issued by NHS England in relation to dealing with changes to CCG Constitutions.
- Consider and comment on the changes to the Constitution as outlined in Section 2 of this Report.
- Recommend these changes to the Council of Members.
- Subject to approval by the Council of Members, agree to receive the Constitution at the next formal meeting for ratification.

**Mike Ions**  
**Chief Clinical Officer**

## Appendix 1: Wording added to the constitution under Section 6

### 6.6 Joint Commissioning Arrangements

The CCG may wish to work together with other CCGs and/or NHS England in the exercise of its commissioning functions. This could include:

- joint commissioning arrangements with other CCGs
- joint commissioning arrangements with NHS England in relation to CCG functions
- joint commissioning arrangements with NHS England in relation to NHS England functions.

#### 6.6.1 Joint commissioning arrangements with other Clinical Commissioning Groups

The clinical commissioning group (CCG) may wish to work together with other CCGs in the exercise of its commissioning functions.

- 6.6.1 The CCG may make arrangements with one or more CCG in respect of:
- 6.6.1.1 delegating any of the CCG's commissioning functions to another CCG;
  - 6.6.1.2 exercising any of the commissioning functions of another CCG; or
  - 6.6.1.3 exercising jointly the commissioning functions of the CCG and another CCG
- 6.6.2 For the purposes of the arrangements described at paragraph 6.6.1, the CCG may:
- 6.6.2.1 make payments to another CCG;
  - 6.6.2.2 receive payments from another CCG;
  - 6.6.2.3 make the services of its employees or any other resources available to Another CCG; or
  - 6.6.2.3 receive the services of the employees or the resources available to Another CCG.
- 6.6.3 Where the CCG makes arrangements which involve all the CCGs exercising any of their commissioning functions jointly, a joint committee may be established to exercise those functions.
- 6.6.4 For the purposes of the arrangements described at paragraph 6.6.1 above, the CCG may establish and maintain a pooled fund made up of contributions by any of the CCGs working together pursuant to paragraph 6.6.1.3 above. Any such pooled fund may be used to make payments towards expenditure incurred in the discharge of any of the commissioning functions in respect of which the arrangements are made.
- 6.6.5 Where the CCG makes arrangements with another CCG as described at paragraph 6.6.1 above, the CCG shall develop and agree with that CCG an agreement setting out the arrangements for joint working, including details of:
- How the parties will work together to carry out their commissioning functions;
  - The duties and responsibilities of the parties;
  - How risk will be managed and apportioned between the parties;
  - Financial arrangements, including, if applicable, payments towards a pooled fund and management of that fund;
  - Contributions from the parties, including details around assets, employees and equipment to be used under the joint working arrangements.
- 6.6.6 The liability of the CCG to carry out its functions will not be affected where the CCG enters into arrangements pursuant to paragraph 6.6.1 above.

- 6.6.7 The CCG will act in accordance with any further guidance issued by NHS England on co-commissioning.
- 6.6.8 Only arrangements that are safe and in the interests of patients registered with member practices will be approved by the governing body.
- 6.6.9 The governing body of the CCG shall require, in all joint commissioning arrangements, that the lead clinician and lead manager of the lead CCG make a quarterly written report to the governing body and hold at least annual engagement events to review aims, objectives, strategy and progress and publish an annual report on progress made against objectives.
- 6.6.10 Should a joint commissioning arrangement prove to be unsatisfactory the governing body of the CCG can decide to withdraw from the arrangement, but has to give six months' notice to partners, with new arrangements starting from the beginning of the next new financial year.
- 6.6.11 Joint commissioning arrangements with NHS England for the exercise of CCG functions**
- 6.6.11 The CCG may wish to work together with NHS England in the exercise of its commissioning functions.
- 6.6.12 The CCG and NHS England may make arrangements to exercise any of the CCG's commissioning functions jointly.
- 6.6.13 The arrangements referred to in paragraph 6.6.12 above may include other CCGs.
- 6.6.14 Where joint commissioning arrangements pursuant to 6.6.12 above are entered into, the parties may establish a joint committee to exercise the commissioning functions in question.
- 6.6.15 Arrangements made pursuant to 6.6.12 above may be on such terms and conditions (including terms as to payment) as may be agreed between NHS England and the CCG.
- 6.6.16 Where the CCG makes arrangements with NHS England (and another CCG if relevant) as described at paragraph 6.6.12 above, the CCG shall develop and agree with NHS England a framework setting out the arrangements for joint working, including details of:
- How the parties will work together to carry out their commissioning functions;
  - The duties and responsibilities of the parties;
  - How risk will be managed and apportioned between the parties;
  - Financial arrangements, including, if applicable, payments towards a pooled fund and management of that fund;
  - Contributions from the parties, including details around assets, employees and equipment to be used under the joint working arrangements; and
- 6.6.17 The liability of the CCG to carry out its functions will not be affected where the CCG enters into arrangements pursuant to paragraph 6.6.12 above.
- 6.6.18 The CCG will act in accordance with any further guidance issued by NHS England on co-commissioning.
- 6.6.19 Only arrangements that are safe and in the interests of patients registered with member practices will be approved by the governing body.

- 6.6.20 The governing body of the CCG shall require, in all joint commissioning arrangements that the lead clinician and lead manager of the lead CCG of the CCG make a quarterly written report to the governing body and hold at least annual engagement events to review aims, objectives, strategy and progress and publish an annual report on progress made against objectives.
- 6.6.21 Should a joint commissioning arrangement prove to be unsatisfactory the governing body of the CCG can decide to withdraw from the arrangement, but has to give six months' notice to partners, with new arrangements starting from the beginning of the next new financial year after the expiration of the six months' notice period.
- 6.6.22 Joint commissioning arrangements with NHS England for the exercise of NHS England's functions**
- 6.6.23 The CCG may wish to work with NHS England and, where applicable, other CCGs, to exercise specified NHS England functions.
- 6.6.24 The CCG may enter into arrangements with NHS England and, where applicable, other CCGs to:
- Exercise such functions as specified by NHS England under delegated arrangements;
  - Jointly exercise such functions as specified with NHS England.
- 6.6.25 Where arrangements are made for the CCG and, where applicable, other CCGs to exercise functions jointly with NHS England a joint committee may be established to exercise the functions in question.
- 6.6.26 Arrangements made between NHS England and the CCG may be on such terms and conditions (including terms as to payment) as may be agreed between the parties.
- 6.6.27 For the purposes of the arrangements described at paragraph 6.6.24 above, NHS England and the CCG may establish and maintain a pooled fund made up of contributions by the parties working together. Any such pooled fund may be used to make payments towards expenditure incurred in the discharge of any of the commissioning functions in respect of which the arrangements are made.
- 6.6.28 Where the CCG enters into arrangements with NHS England as described at paragraph 6.6.24 above, the parties will develop and agree a framework setting out the arrangements for joint working, including details of:
- How the parties will work together to carry out their commissioning functions;
  - The duties and responsibilities of the parties;
  - How risk will be managed and apportioned between the parties;
  - Financial arrangements, including payments towards a pooled fund and management of that fund;
  - Contributions from the parties, including details around assets, employees and equipment to be used under the joint working arrangements.
- 6.6.29 The liability of NHS England to carry out its functions will not be affected where it and the CCG enter into arrangements pursuant to paragraph 6.6.24 above.
- 6.6.30 The CCG will act in accordance with any further guidance issued by NHS England on co-commissioning.

- 6.6.31 Only arrangements that are safe and in the interests of patients registered with member practices will be approved by the governing body.
- 6.6.32 The governing body of the CCG shall require, in all joint commissioning arrangements that the lead clinician and lead manager of the lead CCG of the CCG make a quarterly written report to the governing body and hold at least annual engagement events to review aims, objectives, strategy and progress and publish an annual report on progress made against objectives.
- 6.6.33 Should a joint commissioning arrangement prove to be unsatisfactory the governing body of the CCG can decide to withdraw from the arrangement, but has to give six months' notice to partners, with new arrangements starting from the beginning of the next new financial year after the expiration of the six months' notice period.