

Proposed Changes to NHS Sheffield CCG Constitution

Governing Body meeting

4 December 2014

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Is your report for Approval / Consideration / Noting	
Approval	
Audit Requirement	
<p><u>CCG Objective:</u></p> <p>5.5 Organisational development to ensure CCG meets organisational health and capability requirements set out in the 6 domains (Annex C NHS England CCG Assurance Framework)</p> <p>Principal Risk Inadequate adherence to CCG Constitution and other governance arrangements to support Nolan Principles and e.g. protect against conflicts of interests (Domain 4) (This paper provides assurance that risks facing delivery of the organisation's objectives are being managed, and that they are discussed, appropriately actioned and/or challenged by the Governance Sub Committee and Audit and Integrated Governance Committee).</p>	
<p><u>Equality impact assessment</u></p> <p><i>Have you carried out an Equality Impact Assessment YES and is it attached?</i> NO</p> <p><i>If not, why not?</i> Not Applicable</p>	
<p><u>PPE Activity</u></p> <p><i>How does your paper support involving patients, carers and the public?</i> Not Applicable</p>	
Recommendations	
The Governing Body is asked to approve the proposed changes to NHS Sheffield CCG Constitution	

Proposed Changes to NHS Sheffield CCG Constitution

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1. Introduction

The NHS Sheffield Constitution may only be varied in two circumstances, either by:

- a) where, following the passing of a Special Resolution by the Members agreeing to propose the variation (or where the change is approved by the Governing Body it having been delegated the approval by the Members under the Scheme of Reservation and Delegation) the CCG applies to NHS England and that application to vary the Constitution is granted.
- b) where in the circumstances set out in legislation NHS England varies the CCG's Constitution other than on application by the CCG.

Currently, NHS England offers two opportunities to CCGs each year to submit applications for change to their constitutions, June and November. As a result of the delay in making the suggested form of words available to CCG's, the deadline for constitution applications has been moved back to 6 January 2015.

2. Revisions to the NHS Sheffield CCG Constitution

At its meeting on 16 October 2014, the Members' Council agreed to sign off the following proposed amendments to the Constitution:

- Inclusion of model wording in light of the recent passing of a Legislative Reform Order through Parliament to enable CCGs to form joint committees with other CCGs and NHS England (**See Appendix A**).
- References to the CCG Company Secretary amended to read Head of Governance and Planning
- Change of name of Meersbrook Medical Centre to 'Veritas'
- General changes to the Terms of Reference of each of the high level committees, these include changes to membership as well as quoracy and have been proposed in order to strengthen the current arrangements:

Audit and Integrated Governance
Quality Assurance
Remuneration
Governance Sub-committee

In line with the CCG's Constitution, all member practice representatives were invited to vote on the proposals with voting slips sent to all 87 practice representatives, the result of which was:

55 of 87 practices (63%) returned their voting slips, 100% of which voted yes to the proposed changes.

The proposed changes have no significant impact on the CCG's ability to discharge its functions or those of its governing body.

6. Recommendations

The Governing Body is asked to approve the proposed revisions to the NHS Sheffield CCG Constitution

Paper prepared by Sue Laing, Senior Associate: Risk and Governance, Yorkshire & Humber Bassetlaw Commissioning Support

On behalf of Tim Furness, Director of Business Planning and Partnerships

November 2014

Model wording for amendments to Clinical Commissioning Groups' constitutions

November 2014

Publications Gateway ref no. 02422 Model wording for amendments to CCGs' constitutions



Model wording for amendments to clinical commissioning groups' constitutions

Note to accompany template document

1. The template documents have been developed to help minimise the work involved for CCGs.
2. When the nature of the co-commissioning required has been determined the use of the template documents will be considered. That could mean they are adapted or amended in light of your specific governance arrangements.

Template constitution amendment

3. The template constitution amendment sets out three clauses that CCGs may wish to adopt. The clauses cover the following:
 - 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
4. Some CCGs may already have a clause similar to the first template clause (joint commissioning arrangements with other CCGs). However, what is new is the provision for the establishment of a joint committee between CCGs.
5. The other two clauses provide for joint working with NHS England in two instances, as follows:
 - a. The first is where the CCG wants NHS England to be involved in relation to the exercise of its (i.e. the CCG's) functions.
 - b. The second is where NHS England and a CCG either jointly exercise NHS England functions or where a CCG is given delegated authority to exercise NHS England functions.
6. Where a CCG is working collaboratively, it is recommended that the detailed arrangements for that joint working are set out in a terms of reference document (see below). Where a delegation has been made by NHS England, there will also be a formal delegation document and a detailed agreement between the parties setting out the terms and conditions of the delegation.

Template terms of reference

7. A template terms of reference document for joint commissioning arrangements has been developed for CCGs to use. This establishes a joint committee and sets out the things that would need to be considered and addressed when establishing such a committee.

Model wording for amendments to CCGs' constitutions

8. We have also developed a template terms of reference document for the establishment of a CCG committee in the context of delegated commissioning.
9. As with the constitution amendment, these templates do not have to be adopted in their entirety and can be altered as appropriate to fit the specific requirements of the CCG(s) in question.
10. The template terms of reference and delegation documents will be included as annexes to Next Steps when it is published on 10 November 2014.

Template document

[1] Joint commissioning arrangements with other Clinical Commissioning Groups

- [1.1] The clinical commissioning group (CCG) may wish to work together with other CCGs in the exercise of its commissioning functions.
- [1.2] The CCG may make arrangements with one or more CCG in respect of:
- [1.2.1] delegating any of the CCG's commissioning functions to another CCG;
 - [1.2.2] exercising any of the commissioning functions of another CCG; or
 - [1.2.3] exercising jointly the commissioning functions of the CCG and another CCG
- [1.3] For the purposes of the arrangements described at paragraph [1.2], the CCG may:
- [1.3.1] make payments to another CCG;
 - [1.3.2] receive payments from another CCG;
 - [1.3.3] make the services of its employees or any other resources available to another CCG; or
 - [1.3.4] receive the services of the employees or the resources available to another CCG.
- [1.4] 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.
- [1.5] For the purposes of the arrangements described at paragraph [1.2] above, the CCG may establish and maintain a pooled fund made up of contributions by any of the CCGs working together pursuant to paragraph 1.2.3 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.

[1.6] Where the CCG makes arrangements with another CCG as described at paragraph [1.2] 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.

[1.7] The liability of the CCG to carry out its functions will not be affected where the CCG enters into arrangements pursuant to paragraph [1.2] above.

[1.8] The CCG will act in accordance with any further guidance issued by NHS England on co-commissioning.

[1.9] Only arrangements that are safe and in the interests of patients registered with member practices will be approved by the governing body.

[1.10] 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.

[1.11] 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.

[2] Joint commissioning arrangements with NHS England for the exercise of CCG functions

[2.1] The CCG may wish to work together with NHS England in the exercise of its commissioning functions.

[2.2] The CCG and NHS England may make arrangements to exercise any of the CCG's commissioning functions jointly.

[2.3] The arrangements referred to in paragraph [2.2] above may include other CCGs.

[2.4] Where joint commissioning arrangements pursuant to [2.2] above are entered into, the parties may establish a joint committee to exercise the commissioning functions in question.

[2.5] Arrangements made pursuant to [2.2] above may be on such terms and conditions (including terms as to payment) as may be agreed between NHS England and the CCG.

[2.6] Where the CCG makes arrangements with NHS England (and another CCG if relevant) as described at paragraph [2.2] 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;

Model wording for amendments to CCGs' constitutions

- 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

[2.7] The liability of the CCG to carry out its functions will not be affected where the CCG enters into arrangements pursuant to paragraph [2.2] above.

[2.8] The CCG will act in accordance with any further guidance issued by NHS England on co-commissioning.

[2.9] Only arrangements that are safe and in the interests of patients registered with member practices will be approved by the governing body.

[2.10] The governing body of the CCG shall require, in all joint commissioning arrangements that **[insert who]** 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.

[2.11] 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.

[3] Joint commissioning arrangements with NHS England for the exercise of NHS England's functions

[3.1] The CCG may wish to work with NHS England and, where applicable, other CCGs, to exercise specified NHS England functions.

[3.2] 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.

[3.3] 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.

[3.4] 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.

[3.5] For the purposes of the arrangements described at paragraph [3.2] 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.

[3.6] Where the CCG enters into arrangements with NHS England as described at paragraph [3.2] 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;

Model wording for amendments to CCGs' constitutions

- Contributions from the parties, including details around assets, employees and equipment to be used under the joint working arrangements.

[3.7] 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 [3.2] above.

[3.8] The CCG will act in accordance with any further guidance issued by NHS England on co-commissioning.

[3.9] Only arrangements that are safe and in the interests of patients registered with member practices will be approved by the governing body.

[3.10] The governing body of the CCG shall require, in all joint commissioning arrangements that the **[insert who]** 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.

[3.11] 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.