

Next steps towards primary care co-commissioning: Annex C

**Model wording for
amendments to
Clinical
Commissioning
Groups' constitutions**



Model wording for amendments to Clinical Commissioning Groups' constitutions

[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;
- 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;
- 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.