

North West London Primary Care Co-Commissioning

CCG constitutional amendment

- 1.1 Joint commissioning arrangements with other Clinical Commissioning Groups**
- 1.1.1 NHS XXX CCG may wish to work together with other CCGs in the exercise of its commissioning functions.
- 1.1.2 Subject to governing body approval, NHS XXX CCG may make arrangements with one or more CCG in respect of:
- (a) delegating any of the CCG's commissioning functions to another CCG;
 - (b) exercising any of the commissioning functions of another CCG; or
 - (c) exercising jointly the commissioning functions of the CCG and another CCG
- 1.1.3 For the purposes of the arrangements described at paragraph 1.1.2, NHS XXX CCG may:
- (a) make payments to another CCG;
 - (b) receive payments from another CCG;
 - (c) make the services of its employees or any other resources available to another CCG; or
 - (d) receive the services of the employees or the resources available to another CCG.
- 1.1.4 Where NHS XXX 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.
- 1.1.5 For the purposes of the arrangements described at paragraph 1.1.2 above, NHS XXX CCG may establish and maintain a pooled fund made up of contributions by any of the CCGs working together pursuant to paragraph 1.1.3(a) 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.
- 1.1.6 Where NHS XXX CCG makes arrangements with another CCG as described at paragraph 1.1.2 above, the CCG shall develop and agree with that CCG an agreement setting out the arrangements for joint working, including details of:
- (a) How the parties will work together to carry out their commissioning functions;
 - (b) The duties and responsibilities of the parties;
 - (c) How risk will be managed and apportioned between the parties;
 - (d) Financial arrangements, including, if applicable, payments towards a pooled fund and management of that fund; and
 - (e) Contributions from the parties, including details around assets, employees and equipment to be used under the joint working arrangements.

- 1.1.7 The liability of NHS XXX CCG to carry out its functions will not be affected where the CCG enters into arrangements pursuant to paragraph 1.1.2 above.
- 1.1.8 NHS XXX CCG will act in accordance with any further guidance issued by NHS England on co-commissioning.
- 1.1.9 Only arrangements that are safe and in the interests of patients registered with member practices will be approved by the governing body.
- 1.1.10 Should a joint commissioning arrangement prove to be unsatisfactory the governing body of NHS XXX 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.

1.2 **Joint commissioning arrangements with NHS England for the exercise of NHS England's functions**

- 1.2.1 NHS XXX CCG may wish to work with NHS England and, where applicable, other CCGs, to exercise specified NHS England functions.
- 1.2.2 NHS XXX CCG may enter into arrangements with NHS England and, where applicable, other CCGs to:
 - (a) Exercise such functions as specified by NHS England under delegated arrangements;
 - (b) Jointly exercise such functions as specified with NHS England.
- 1.2.3 Where arrangements are made for NHS XXX 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.
- 1.2.4 Arrangements made between NHS England and NHS XXX CCG may be on such terms and conditions (including terms as to payment) as may be agreed between the parties.
- 1.2.5 For the purposes of the arrangements described at paragraph 1.2.2 above, NHS England and NHS XXX 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.
- 1.2.6 Where NHS XXX CCG enters into arrangements with NHS England as described at paragraph 1.2.2 above, the parties will develop and agree a framework setting out the arrangements for joint working, including details of:
 - (a) How the parties will work together to carry out their commissioning functions;
 - (b) The duties and responsibilities of the parties;
 - (c) How risk will be managed and apportioned between the parties;
 - (d) Financial arrangements, including payments towards a pooled fund and management of that fund;
 - (e) Model wording for amendments to the CCGs' constitutions; and
 - (f) Contributions from the parties, including details around assets, employees and equipment to be used under the joint working arrangements.

- 1.2.7 The liability of NHS England to carry out its functions will not be affected where it and NHS XXX CCG enter into arrangements pursuant to paragraph 1.2.2 above.
- 1.2.8 NHS XXX CCG will act in accordance with any further guidance issued by NHS England on joint commissioning arrangements.
- 1.2.9 Only arrangements that are safe and in the interests of patients registered with member practices will be approved by the governing body.
- 1.2.10 Should a joint commissioning arrangement prove to be unsatisfactory the governing body of NHS XXX 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.