



Londonwide LMCs
The professional voice of London general practice

Clinical Commissioning Group Model Constitution

*A service to London's CCGs
from Londonwide LMCs*

Friday 2 December 2011

This Constitution is the constitution of [] Clinical Commissioning Group, hereinafter referred to as the “**Clinical Commissioning Group**”.

BACKGROUND

The locality of the Clinical Commissioning Group shall be [] (Locality), and shall be made up of the Members as set out in **Schedule 1** of this Constitution.

This Constitution sets out the terms on which the Clinical Commissioning Group through its elected and/or appointed and/or co-opted Board (the Board) shall implement all statutory obligations including but not limited to commissioning of secondary health and other services in the Locality. This Constitution shall also contain the main governance rules of the Clinical Commissioning group and its Board.

Each Member has agreed to the terms of this Constitution with the intention that by no later than April 2013 a formal statutory Clinical Commissioning Group shall have been established along similar terms of reference in accordance with, and subject to, any relevant legislation pertaining to govern and regulate the same.

Each Member by its signature to this Constitution shall agree that it is a member of the Clinical Commissioning Group and will adhere to, and work in accordance with its terms.

DEFINITIONS

Accountable Officer	means an individual who is appointed by the NHS Commissioning Board and who may be a member or employee of the Clinical Commissioning Group or of any body who is a Member of the Clinical Commissioning Group and whose duties and responsibilities are set out in paragraph 5 herein.
Any Qualified Provider (AQP)	means the Any Qualified Provider principle to be applied by the Board when engaging in the commissioning of health care services.
Board	means the elected and/or appointed and/or co-opted members of the Clinical Commissioning Group as set out in Schedule 3 herein and having the duties and responsibilities as set out in paragraph 6.

Budget	means the financial resources delegated to the Board for the purposes of commissioning and all relevant and related services and functions including, but not limited to, the responsibilities as set out in paragraph 6 herein and any relevant legislation
Business Day	means 9.00am until 5.00pm (other than a Saturday or Sunday or a Bank or Public Holiday).
Clinical Commissioning Group	means the [name] Clinical Commissioning Group formed in accordance with and approved by the NHS Commissioning Board.
Commencement Date	means the date of commencement of this Constitution being [].
Conflict of Interest	means any conflict of interest as set out in paragraph 11.
Constitution	means this Constitution as amended from time to time in accordance with its terms.
Locality	means the locality of [].
Local Delivery Plan	means the local delivery plan as set out in Schedule 7.
Local Medical Committee	means the [] Local Medical Committee as recognised by the NHS Act 1977 and currently recognised by []
Member	means the Members of the Clinical Commissioning Group (which may change from time to time), being a GP Practice or primary care services provider holding a contract for the provision of primary medical services ie General Medical Services, Personal Medical Services or Alternative Personal Medical Services contract.
NHS Commissioning Board	means the body corporate as identified in the Health and Social Care Act 20[]
Observer	means a non voting appointed/co-opted Member of the Board.
Performers List	means a medical performers list prepared and published by [insert name of local Performers List].
Provider	means any company, partnership, voluntary organisation, social enterprise, charity or organisation which may from time to time enter or seek to enter or have entered into arrangements to provide secondary medical services or social care services or any other goods and services by virtue of being commissioned by the Clinical Commissioning Group.

1. INTERPRETATION

In this Agreement:

- 1.1 words importing the singular include, where the context so admits, the plural and vice versa;
- 1.2 words importing the masculine include the feminine and the neuter;
- 1.3 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors, permitted assigns or transferees;
- 1.4 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.5 headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement; and
- 1.6 reference to a paragraph is a reference to the whole of that paragraph unless stated otherwise and in the event and to the extent only of any conflict between the paragraphs and the Schedules, the paragraphs shall prevail over the Schedules.

2. COMMENCEMENT AND DURATION

- 2.1 This Constitution shall commence on the Commencement Date and shall continue in force until [] unless otherwise terminated in accordance with the provisions of this Constitution.

3. APPLICATION FOR MEMBERSHIP OF THE CLINICAL COMMISSIONING GROUP

- 3.1 A body which is a provider of primary care services in the Locality shall apply to become a Member of the Clinical Commissioning Group under the following conditions:
 - (a) the provider holds a contract for the provision of primary medical services;
 - (b) it is a primary care services provider in the relevant Locality; and
 - (c) it has duly submitted an application to the NHS Commissioning Board for Membership to the Clinical Commissioning Group in the relevant Locality, such Membership having been approved.
- 3.2 An individual in the Locality who is not a provider by virtue of holding a primary medical services contract, but delivers services under an arrangement with a primary medical services provider, may apply to the Clinical Commissioning Group to become a member if:
 - (a) he is on a Performers List;

- (b) he delivers services under an arrangement as above; and
- (c) he has submitted an application for Membership to the Clinical Commissioning Group.

4. GOVERNANCE AND REPRESENTATION OF THE CLINICAL COMMISSIONING GROUP

- 4.1 Each Member as set out in **Schedule 1** shall be eligible to vote to elect a Clinical Commissioning Board. Elections shall be conducted by the Local Medical Committee in accordance with the procedures as set out in **Schedule 2** attached. Individuals elected, nominated or co-opted to the Board shall be eligible in accordance with the following criteria:
- (a) they shall be either an active Partner, a Sessional GP or Locum, of the practice or primary care services provider;
 - (b) an individual shall not be eligible if they are, or subsequently are, retired from the practice or primary care services provider, suspended by either the GMC or the PCT or any other successor body;
 - (c) if the individual is a Sessional GP, he shall not be eligible in the event that he is suspended from his employment or subject to grievance or disciplinary proceedings; and
 - (d) for those individuals (including those stated at (c) above) who are not party to direct contractual arrangements for the provision of primary medical services, they must be on a Performers List.
- 4.2 The Board shall consist of a maximum of **[12]** Members (listed at **Schedule 3** herein), of whom **[3]** shall be non clinical members to achieve the correct balance, representation and expertise. The Board shall comprise of a Chairman, Vice Chairman, Finance Director, Accountable Officer and LMC Representative together with a maximum of a further **[7]** Members. At all times the number of the Members of the Board shall be no fewer than **[8]**.
- 4.3 The Chairman and Vice Chairman shall serve on the Board for a period of **[2 years]** after which the position shall be subject to election. No Chairman or Vice Chairman shall serve on the Board for a term exceeding **[2 terms]** without a break of at least **[2 years]**.
- 4.4 Other elected Members shall hold office for a period of **[2 years]**, after which their positions shall be subject to election.
- 4.5 The Board may from time to time appoint a Member of the Board to fill a casual vacancy where the Board numbers fail to make up a quorum. Any Board Member so appointed shall only retain his position on the Board for as long as the Member who has been replaced would have held office if that office had not been so vacated.

- 4.6 In the event that the quorum for the Board cannot be met for any casual appointment the Board shall have full authority to appoint new Members of the Board to fill such vacancies.
- 4.7 Any quorum shall accept any member of the Board or a sub committee affected by a Conflict of Interest under paragraph 11. If this paragraph has the effect of rendering the meeting inquorate then the Chairman shall decide whether to adjourn the meeting to permit the co-option of additional members.
- 4.8 Every term of office shall commence on announcement of the outcome of any vote/ballot which shall take place at the outset of the meeting of the Board. Any term of office shall also subsequently cease after the announcement of the new officers.
- 4.9 The Board shall have the authority to engage, employ or appoint any consultant, employee or private contractor in order to facilitate the performance of its duties. Such individuals may be present at any Board meetings at the discretion of the Board but shall not be entitled to any voting rights.
- 4.10 The Board shall have the authority to delegate any of its activities to a sub-committee. Such sub-committee shall be made up of either members of the Board, any consultants and/or employees approved by the Board.
- 4.11 Any elected Member of the Board shall be entitled to nominate a proxy to vote on his behalf in the event that he cannot attend meeting of the Board. In those circumstances the Chairman (or acting Chairman), should be informed 1 week prior to the meeting of the non-attendance and shall receive a duly completed and authorised proxy form in the format as set out in **Schedule 4**.
- 4.12 No meeting of the Board shall be held without either the Chairman or Vice Chairman being present. If neither is present then a temporary Chairman shall be nominated from the remaining Board Members.
- 4.13 The Board shall meeting [**X times per month/quarter**]. Every Board Member shall be given at least [] days notice to attend.
- 4.14 All Members of the Board, whether elected or appointed or co-opted Members, shall be permitted to carry a vote on any decision of the Board. For the avoidance of doubt no Observer shall carry a vote.
- 4.15 In the case of an equality of votes, the Chairman shall carry the casting vote.
- 4.16 The Board shall keep records and proper minutes of all resolutions and business conducted.

5. ACCOUNTABLE OFFICER

- 5.1 The Board shall have an Accountable Officer, as approved and appointed by the NHS Commissioning Board.
- 5.2 The Accountable Officer shall not be subject to election but shall be automatically appointed/co-opted subject to paragraph 5.1 above.

- 5.3 The responsibilities of the Accountable Officer shall be governed by the NHS Commissioning Board.
- 5.4 [Note: the obligations and liabilities of the Accountable Officer shall be set out here].

6. ROLE OF THE BOARD

The Board shall:-

- 6.1 Ensure that all providers of primary medical services in the Locality are Members of the Clinical Commissioning Group.
- 6.2 Recognise where a Member who is a provider of primary medical services is a party to more than one contract for primary medical services, then that Member is to be treated as a separate provider in respect of each contract.
- 6.3 Commit to the principles of devolved responsibility for commissioning decisions across the health community in the relevant Locality.
- 6.4 Support a variety and diverse approach to commissioning, particularly for practices to work proactively to improve efficiency and value.
- 6.5 Encourage innovation by enabling and supporting practices and clinicians in creating changes.
- 6.6 Engage in a collaborative approach with the local NHS in securing new services for patients fully responsive to local health needs.
- 6.7 Ensure that there are robust plans and responsibilities assigned to manage staff engagement, external relationships and communications.
- 6.8 Facilitate the delivery of the required management cost savings whilst ensuring sustainable functions.
- 6.9 Facilitate the delivery and implementation of any guidance or standards issued by any relevant regulatory body including but not limited to the Care Quality Commission (CQC) and the National Institute for Clinical Excellence or any successor bodies or their authorised assignees.
- 6.10 Apply the principle contained within the World Class Commissioning Agenda to the extent that it remains in force and relevant during the period of this Constitution including the broad principles set out in the White Paper entitled “Equity and Excellence – Liberating the NHS” and “Liberating the NHS Commissioning for Patients”.
- 6.11 Work with all local stakeholders to achieve delivery of the targets, policies and standards.
- 6.12 Work with any other appropriate bodies, which are involved at any relevant time, in commissioning or provision of primary and secondary care services.

- 6.13 Work collaboratively to deliver the outcomes and milestones set out in any Local Delivery Plan.
- 6.14 Ensure effective liaison with and reporting to Members of the Clinical Commissioning Group, [the PCT] and NHS Commissioning Board (as appropriate).
- 6.15 Develop and keep under review robust governance arrangements which shall be complied with by all Members within the Clinical Commissioning Group.
- 6.16 Comply with all relevant procurement law and policy and adhere to the obligations placed on the Board and Clinical Commissioning Group with regard to all Providers applying the following principles of:
- transparency and openness
 - support and assistance and training so as to permit compliance with the procurement law, competition law and any relevant policies
 - application of guidance “procurement guide for commissioners of NHS funded services” and the “principles and rules for co-operation and competition.
 - equality of treatment
 - application of the principle of ‘Any Quality Provider’ as set out in paragraph 18 herein.
- 6.17 Ensure that all decisions made in relation to commissioning are fully recorded and auditable.
- 6.18 Work together where applicable with the NHS Commissioning Board/PCT to establish the Clinical Commissioning Group by no later than [April 2013] and ensure that this Constitution (modified as necessary) is duly submitted for approval to the NHS Commissioning Board.
- 6.19 Be engaged in the day to day management and application of commissioning and related activity in the Locality and shall operate in good faith using all due skill and diligence.
- 6.20 Provide full reports of all activity including financial activity at all meetings. The reports shall be available to all Members prior to the Board’s quarterly meetings and form part of the main agenda.
- 6.21 Ensure that all the Clinical Commissioning Group’s policies and procedures with regard to the involvement and consultation of patients and other relevant bodies are fully complied with at all times.
- 6.22 Fairly and equitably advertise any specific salaried posts.
- 6.23 Ensure that Members of the Board are informed in writing or covering email 10 days before any meeting of the Board. A monthly update report will be compiled and will include reporting of performance, activities, actions, forward planning and risks.
- 6.24 Ensure that the Board approves any relevant business case and that any business case is duly considered by the Board for approval before implementation. Stakeholder

Members who are also Members of the Board or the Board shall be identified and policies with regard to conflict or potential conflict shall be applied as set out in paragraph 11 below.

7. TERMINATION OF MEMBERSHIP OF THE CLINICAL COMMISSIONING GROUP

- 7.1 A Member ceases to be a Member where that Member no longer satisfies the criteria of membership as set out in paragraph 3 herein or is disqualified from membership subject to the conditions set out in paragraph 9 herein.
- 7.2 The Member shall give written notice to the NHS Commissioning Board and the Board as soon as practicable in the event of any of the circumstances which may give rise to termination of membership, together with a formal request that his membership is terminated.
- 7.3 The Board shall remove the Member from the Clinical Commissioning Group and list of Members at **Schedule 1**.
- 7.4 The NHS Commissioning Board and/or the Board shall be entitled to terminate a Member's membership of the Clinical Commissioning Group, if either becomes aware of any of the circumstances as set out in this paragraph 7 and as applicable to any current Member.
- 7.5 Any Member, if served with a notice of termination of membership shall have the right of appeal against that decision by application to **[the NHS Commissioning Board]**.
- 7.6 The decision of the NHS Commissioning Board on consultation with the Clinical Commissioning Group, Local Medical Committee and any other relevant party shall be final.

8. PERFORMANCE AUDIT

[Unsure at current time who shall perform the audit, if indeed it is the NHS Commissioning Board, a paragraph will follow].

9. DISQUALIFICATION OF MEMBERS OF THE BOARD

- 9.1 Members of the Board shall vacate their office:-
 - (a) If a receiving order is made against him or he makes any arrangement with his creditors.
 - (b) If in the opinion of the Board (having taken appropriate professional advice in cases where it is deemed necessary) he becomes or is deemed to be of unsound mind.
 - (c) If he ceases to be a provider of primary medical services, or engaged in or employed to deliver primary medical services, other than those lay Members of the Board who have been duly appointed or elected by the Board.

- (d) If he is suspended from providing primary medical services in which case the removal or suspension from the Board shall be at the discretion of the Board.
- (e) If he shall for a period of 5 consecutive meetings of the Board have been absent and shall at the discretion of the Board be vacated from his office.
- (f) If he shall be convicted of a criminal offence whereby the sentence imposed shall be for a minimum of 6 months imprisonment (whether such sentence is held to be suspended or conditional).
- (g) If he shall have behaved in a manner or exhibited conduct which has or is likely to be detrimental to the honour and interest of the Board or the Clinical Commissioning Group and is likely to bring the Board and/or Clinical Commissioning Group into disrepute. This includes but is not limited to dishonesty, misrepresentation (either knowingly or fraudulently), defamation of any Member of the Board (being slander or libel), abuse of position, non declaration of a known conflict of interest, seeking to lead or manipulate a decision of the Board in a manner that would ultimately be in favour of that Member whether financially or otherwise.
- (h) Where he has become ineligible to stand for a position as a result of the declaration of any Conflict of Interest under paragraph 11.

10. ELECTIONS TO THE BOARD

- 10.1 The Board shall conduct elections every **[3 years]** in accordance with the principles as set out in **Schedule 2**.
- 10.2 In order to maintain fairness and equality during the electoral process the elections shall be conducted by [] Local Medical Committee. This shall include co-ordinating any elections for sessionals and/or locums for any reserved vacancy on the Board. **[The co-ordination of elections of nurses, consultants and other non GPs must also be considered]**
- 10.3 Any individual wishing to stand for election to the Board shall do so in accordance with the criteria as set out in Schedule 2. The Local Medical Committee shall announce 3 months before the Board elections the positions available to be filled and shall thereafter be open to receive nominations from appropriate candidates.

11. CONFLICT OF INTEREST

- 11.1 A Conflict of Interest may include but shall not be limited to:
 - (a) a Member of the Board or any of its sub-committees holding partnership in, employment in, directorship or trusteeship of or majority or controlling shareholdings in or other significant associations with any Provider;

- (b) a Member of the Board or its sub committees holding simultaneous office in both a Local Medical Committee and the Clinical Commissioning Group on completion of the transition stage of development/after April 2013;
- (c) any interest the Member of or its sub-committees if registered with the General Medical Council (GMC) would be required to declare in accordance with paragraph 55 of the GMC's publication "Management for Doctors or any successor code" including the referral of any patient by a member to a Provider or the Board or its sub-committees in which the member has a Conflict of Interest; and
- (d) any interest that the Member of the Board or its sub-committees if registered with the Nursing and Midwifery Council (NMC) would be required to declare in accordance with paragraph 7 of the NMC's publication Code of Professional Conduct or any successor code including the referral of any patient by a member to a Provider in which the member has a Conflict of Interest.

- (e) any duty whatsoever imposed on any Member of the Board or its sub-committees Clinicians or any other codes of conduct to which the Member is subject; and
- (f) any other interest whatsoever that should be dutifully declared under The Health and Social Care Act 20[] and guidance issued by Department of Health from time to time.

12. DECLARATION OF CONFLICT OF INTEREST

- 12.1 The Accountable Officer of the Clinical Commissioning Group shall maintain a register of interests of all Members of the Board or its sub-committees recording all declarations of Conflicts of Interest in the forms set out in **Schedules 5**.
- 12.2 The register of interests shall be kept by the Board and shall be made available on written request.
- 12.3 Any Member of the Board or its sub-committees subject to a Conflict of Interest or to any change in circumstances which may bring to light a potential future Conflict of Interest or any previous or current Conflict of Interest shall:
 - 12.3.1 declare the nature and extent of any Conflicts of Interest (including any benefit already or expected to be received) to the Accountable Officer for inclusion on the register, in the form set out in **Schedule 5** prior to any relevant discussion regarding any specification for or award of the goods or services to which the Conflict of Interest relates; within 28 days of appointment or as soon as such Conflict of Interest becomes apparent- whichever is the sooner;
 - 12.3.2 declare the nature and extent of any Conflict of Interest at the beginning of any meeting in which relevant discussion regarding any specification for or award of the goods or services to which the Conflict of Interest relates;
 - 12.3.3 if the Member of the Board or its sub-committees seeks to refer a patient to a Provider must in addition to paragraphs 11.3.1 and 11.3.2 declare the nature of any Conflict of Interest to the patient and note the nature of the Conflict of Interest related to any referral on the patient's medical record as suggested by Paragraph 76 of GMC's Good Medical Practice code; and
 - 12.3.4 be refrained from discussing or voting on any matters related to such Conflict of Interest unless the Accountable Officer deems that the Conflict of Interest is not a prejudicial conflict of interest.
- 12.4 All invitations to tender or contract issued by the Clinical Commissioning Group shall require any tendered or potential contractor to declare any Conflicts of Interest within 28 days in the form set out in **Schedule 5**.

13. FAILURE TO DISCLOSE CONFLICT OF INTEREST

- 13.1 Failure to disclose any Conflict of Interest by any Member of the Board may result in the disqualification of that Member by special resolution of the Board under the disqualification provisions detailed in paragraph 9.
- 13.2 Failure to disclose any Conflict of Interest by any member of the Board regarding a bid from a potential Provider, will not necessarily render any decision made by the Board or its properly constituted sub committees as invalid. Although the Board shall reserve the right to declare any such contract invalid or impose such requirements or

conditions upon that Member or any contract to which the Conflict of Interest pertains, as it sees fit.

14. QUORUM

- 14.1 Any quorum of the Board or its sub-committees shall exclude any Member affected by a Conflict of Interest under Paragraph 11. If this paragraph has the effect of rendering the meeting inquorate, then the Chairman shall decide whether to adjourn the meeting to permit the appointment or co-option of additional members.
- 14.2 The Accountable Officer shall include and update any Conflicts of Interest in the register of interests together with any conditions the Board or its sub-committees may impose on the Member or any relevant Contract.
- 14.3 The conflicted Member may make representations to the Board or its sub-committees regarding the manner in which any Conflict of Interest is dealt with or in relation to any issues relevant to that Conflict of Interest, provided always that any requirement as to the quorum at the meeting at which the Conflict of Interest is considered shall except the conflicted Member.

15. ANY QUALIFIED PROVIDER (AQP)

- 15.1 Throughout the procurement process for the commissioning of health care services, the Board shall commission services on an AQP model by developing a register of Providers accredited to deliver a range of specified services within the Locality.
- 15.2 The aim of the Board adopting the AQP model is to facilitate patient choice, access and encourage providers to innovate and improve services and patient experiences whilst at all times delivering value for money.
- 15.3 As a matter of good practice, the Board shall advertise all contracts, the value of which is greater than £50,000 on the website of the Clinical Commissioning Group and where relevant, local journals. Contracts below this value are subject to receiving a minimum of three written quotations.
- 15.4 The Board must advertise any contract, the value of which is in excess of £50,000 on the Supply2Health website (www.supply2health.nhs.uk) in addition to the website of the Clinical Commissioning Group and where relevant, local journals and press.
- 15.5 If the value of the contract is in excess of £156,442, and only if the Board reasonably believes that a cross border interest clearly exists it shall fall within the meaning of the EU Procurement Regulations Part B. As a result, the Board shall file a voluntary advertisement and subsequent contract award notice in the Official Journal of the European Union.
- 15.6 Any Provider who wishes to bid for a certain specification must be registered with the CQC (or other relevant body) for that service. The Board shall, under no circumstances, consider a tender application from a Provider who does not hold a CQC or equivalent registration.
- 15.7 During any procurement process, the Board shall require as a matter of law and/or best practice, copies of the company policies (including Health & Safety, Equal

Opportunities and Environmental), CQC (or equivalent) accreditation and staff training programmes, technical capabilities, company and insurance details and other related information depending on the type of service being tendered, from all interested Providers. This will take the form of completing a questionnaire which shall be sent out by the Board to all interested Providers.

- 15.8 The receipt (not acceptance) of a bid from a CQC (or equivalent) accredited Provider shall not open the Board up to any guarantee regarding the success of the bid or volume of work or payment under any circumstances whatsoever. Such guarantees can and shall only be forthcoming once the Board has undertaken a full, transparent and fair process in awarding a contract to a Provider. It is only when such a contract has been executed by both parties that either party shall be subject to the terms and conditions as set out therein.
- 15.9 In deciding how and to whom contracts should be awarded, the Board must at all times abide by the EU principles of fairness, transparency and equality of treatment.
- 15.10 When ensuring the above principles as set out in paragraph 15.9 are complied with when evaluating any bid or bids, the Board must additionally take in to account the rules as set out in paragraph 12 above (Declaration of Conflict of Interests).
- 15.11 Following completion and approval of the evaluation process all Providers will be formally notified of the outcome and unsuccessful Providers will be provided with the opportunity to request a debrief meeting.
- 15.12 The Board should, as a matter of good practice, make available to all Providers copies of the Board's policies on:
- Debriefing meetings in respect of unsuccessful bids; and
 - Any appeal process.
- 15.13 If a Provider is unsuccessful, they will be provided with the opportunity to meet with the Board for a debrief on their tender proposal. The Board will be able to provide information on the unsuccessful bid and briefly outline reasons for awarding the contract to the winning bidder.

16. EMPLOYMENT, REMUNERATION AND EXPENSES

- 16.1 The Board shall be permitted to employ or engage the services of any individual if it reasonably believes that the employment or engagement of such an individual shall be of benefit to the Clinical Commissioning Group as a whole.
- 16.2 Any employment or engagement of any individual shall include but not be limited to attendance at meetings of the Board and/or the Board; the preparation and delivering of any relevant professional advice as so instructed by the Board and/or the Board; the discharge of their responsibilities as indicated by the Board and/or the Board from time to time in relation to the Clinical Commissioning Group.
- 16.3 In the event of such employment or engagement, the Board shall reasonably decide and agree the remuneration with such an individual on a case by case basis.
- 16.4 The Board shall be permitted to engage the services of [] Local Medical Committee to assist, in particular in the overseeing and conducting of elections at all levels within

the Clinical Commissioning Group. The Board shall reasonably decide and agree the remuneration with [] Local Medical Committee.

- 16.5 The Board shall be permitted to reasonably decide the remuneration payable in respect of the duties undertaken by the Accountable Officer.
- 16.6 Any remuneration as above may take any mutually acceptable form and may or may not also include any arrangements in connection with the payment of a pension, allowance, or death, sickness or disability benefits to or in respect of that individual, as the Board thinks fit.

17. CONFIDENTIALITY

- 17.1 The expression “Confidential Information” as used in this Constitution means any information which any Member may have or acquired in relation to the Clinical Commissioning Group or another Member and is in addition to any statutory, professional or other duty of confidence to which the Member is subject including but not limited to the NHS Code of Confidentiality, the Data Protection Act 1988, Caldicott and Safe Havens, the Access to Health Records Act 1990, the Human Rights Act 1998 and the Computer Misuse Act 1990; General Medical Council (2000) Confidentiality: Protecting and Providing Information; and the BMA (1999) Confidentiality and Disclosure of Health Information guidance.
- 17.2 Confidential Information excludes information that was not provided when subject to any duty of confidence and which has become public knowledge other than as a direct or indirect result of a breach of this confidentiality provision.
- 17.3 Each Member shall at all times use best endeavours to keep confidential any Confidential Information and shall not use or disclose Confidential Information except as required by law or regulation.
- 17.4 No Members shall make or permit or authorise the making of any press release or other public statement or disclosure concerning the Clinical Consulting Group or any Members without the prior written consent of the Board.

18. VARIATION

- 18.1 This Constitution may be extended or varied by the agreement or consent of at least 75% of its current Members as set out in Schedule 1.
- 18.2 This Constitution may be varied without agreement or consent if the variation is deemed necessary as a result of any enactment, law or regulation, or Direction of the Secretary of State,

19. NOTICES

- 19.1 Any notice or other communication required to be given to a the Clinical Commissioning Group shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service at its principal place of business, or sent by fax to the Clinical Commissioning Group’s main fax number.
- 19.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt, or if sent by fax, at 9.00 am on the next Business Day after transmission, or otherwise at 9.00 am on the second Business Day

after posting or at the time recorded by the delivery service.

SCHEDULE 1

LIST OF MEMBERS OF THE CLINICAL COMMISSIONING GROUP

SCHEDULE 2
ELECTION PROCESS TO THE BOARD

SCHEDULE 3
BOARD MEMBERS

SCHEDULE 4
PROXY FORM

SCHEDULE 5
CONFLICT OF INTEREST DECLARATION FORM

SCHEDULE 6
CONFLICT OF INTEREST DECLARATION FORM

SCHEDULE 7
LOCAL DELIVERY PLAN