

<p style="text-align: center;">NORTH EAST ADVISORY GROUP ON GP COMMISSIONING</p> <p style="text-align: center;">INTERIM GOVERNANCE ARRANGEMENTS FOR PATHFINDER CLINICAL COMMISSIONING GROUPS</p>
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**[To be recognised in PCT Governance arrangements,
Standing Orders, Standing Financial Instructions and Scheme of Delegation]**

This suite of documents has been developed by NHS North East in association with Hempsons and comprises:

1. Interim Constitution - Appendix 1

1.1 Terms of reference - Annex A

Duties and responsibilities delegated to the Pathfinder Committee

1.2 Conflict of interest policy – Annex B

1.3 Members of the Pathfinder Clinical Commissioning Group – annex C

2. Plan and delivery agreement - Appendix 2

3. Development support - Appendix 3

4. Dispute management - Appendix 4

Governance represents the set of systems, processes, customs, policies and regulations affecting the way an organisation is managed.

Liberating the NHS: Legislative Framework and Next Steps [December 2010] sets out the Government's intention to set out a new architecture for the NHS, and in particular passing responsibility for commissioning the majority of secondary and community care services from Primary Care Trusts [PCT] to Clinical Commissioning Groups (CCG). This ambition is supported by the Operating Framework [December 2010] and listening exercise through the NHS Future Forum [Spring 2011]. Where Pathfinder Clinical Commissioning Groups (PCCG) are willing and able to, they can apply to be established as statutory CCGs from October 2012 (or potentially earlier, depending on the passage of the Health and Social Care Bill through Parliament and the date at which the NHS Commissioning Board is formally established). They will be able to take on independent statutory commissioning responsibilities from April 2013, the same point at which PCTs will cease to exist.

The Interim Governance arrangements for PCCGs have been developed through the North East Advisory Group by clinicians and managers across the north east together with legal advisors Hempsons. They comprise a suite of documents for adaptation and adoption locally and provide templates for PCTs and PCCGs with a interim arrangement through which responsibilities can be delegated from PCTs to a "Pathfinder Committee" in line with the policy and under the current legislative framework (i.e. in advance of the new legislative framework). These documents will require amendment in the light of future guidance and local experience.

These documents also provide the foundations for an accountability framework under which PCCGs can input into a committee or sub-committee of the PCT Statutory Board. The PCT committee or sub-committee will operate under delegated arrangements during the transition period up to and until, subject to legislative changes, the establishment of CCGs as independent statutory bodies. Where a Pathfinder Clinical Commissioning Group is formally established as a CCG by the NHS Commissioning Board but is not able to take on some or all aspects of commissioning by April 2013, the intention is that the local arms of the NHS Commissioning Board will be responsible for putting in place arrangements to ensure that (those) services are commissioned on its behalf.

1. INTERIM CONSTITUTION (Appendix 1)

The Interim Constitution has been developed in the North East together with legal advisors Hempsons. Although this provides a guide, the Interim Constitution of a Pathfinder Clinical Commissioning Group (PCCG), is likely to be personal to each Pathfinder, as how each Pathfinder will operate will be critical to it securing clinical ownership and its own future development.

1.1 TERMS OF REFERENCE (Annex A)

Until established as an NHS statutory body, PCCGs will have a role in commissioning services through representation on PCT committees or sub-committees that have been delegated the power to commission services on behalf of PCTs.

This arrangement is structured so that the relevant PCT delegates powers to a committee or sub-committee of its Board, whose membership includes representatives of the PCCG.

Once established as statutory bodies Clinical Commissioning Groups (CCGs) cannot be a private company or private corporate entity of any kind [including Community Interest Company or Limited Liability Partnership. PCCGs will start to be authorised and become independent statutory bodies, perhaps as early as October 2012.

1.2 DELEGATION OF RESPONSIBILITIES

An interim set of terms of reference is provided for a PCT committee or sub-committee (hereinafter called "Pathfinder Committee") that is structured as described above, which can be tailored as appropriate for local circumstances. The terms of reference should set out clearly those powers that have been delegated from the PCT Board to the Pathfinder Committee.

1.3 CONFLICT OF INTEREST POLICY (Annex B)

The Annex sets out an interim arrangement to support and manage conflicts of interest and potential conflicts of interest. They are interim and proportionate for a Pathfinder Committee exercising powers delegated by the PCT. The key to workable arrangements is the development and subsequent maintenance of a register of interests to be held by the Pathfinder Committee and the receipt of minutes of meetings by the PCT Board in public session.

The register of interest held by the Pathfinder Committee should be inclusive in its entirety to the Pathfinder Committee, i.e. declarations should be made by all members of the Pathfinder Committee, irrespective of declarations made elsewhere.

2. PLAN & DELIVERY AGREEMENT (Appendix 2)

This sets out four key elements of the 'compact' between the PCT and the PCCG. At its most basic "What is the PCCG going to do? And how will the PCCG and the PCT know how the PCCG is doing". This requires a description of success and failure and means of objectively measuring both. None of this needs to be overly prescriptive,

but the overall framework will need to be clear. It should be developed alongside Appendix 3.

The 'general' section outlines some 'good housekeeping' issues and provides the opportunity to formalise the PCCG's contributions to issues and matters wider than the detail of the PCCG's application - e.g Quality, Innovation, Productivity and Prevention challenge (QIPP), Joint Strategic Needs Assessment (JSNA), Integrated Strategic and Operating Plan (ISOP). Part 2 provides the opportunity to set out in detail the work programme to deliver the pathfinder objectives, as set out in the application.

The arrangements for managing the money and detail required by the Interim Financial Framework should be outlined in Part 3. The final and perhaps most important section in terms of the PCCG moving forward is the development section. This should set out the plan to become an established statutory body on or before April 2013. It should clearly articulate the strengths and weaknesses together with key development needs.

3. DEVELOPMENT SUPPORT (Appendix 3)

This has two principal parts, firstly to set out how the Development Fund is to be deployed, with clear links to Appendix 2 and what the PCCG is going to do and who will authorise its release. The second section is to provide a description of how the pathfinder is to be supported in accordance with the resources set out in the Operating Framework and provision of PCT staff resources to assist the PCCG.

4. DISPUTE MANAGEMENT (Appendix 4)

The final Appendix sets out a guide and simple four step process for managing any disputes.



[] PATHFINDER CLINICAL COMMISSIONING GROUP

INTERIM CONSTITUTION

AS ADOPTED ON [DATE]

THIS INTERIM CONSTITUTION IS COLOUR CODED AS FOLLOWS:

BLACK – CORE TEXT, EITHER REFLECTING A LEGISLATIVE REQUIREMENT OR NECESSARY TO INTEGRATE WITH PROPOSED PATHFINDER COMMITTEE STRUCTURE OR COVERING AN ISSUE THAT SHOULD BE INCLUDED IN EACH INTERIM CONSTITUTION FOR CLARITY/ OPERATIONAL EFFECTIVENESS.

GREEN – OPTIONAL TEXT.

BLUE - TEXT TO BE TAILORED TO LOCAL CIRCUMSTANCES/DETAIL.

RED – DRAFTING NOTES

DRAFTING NOTES

- 1 *This Interim Constitution has been drafted for a Pathfinder Clinical Commissioning Group (PCCG) – i.e. for GP practices wishing to move towards their establishment as a Clinical Commissioning Group (CCG) as envisaged by the Health and Social Care Bill and pending the Royal Assent of that Bill and a formal authorisation process. It has been drafted to comply, so far as is practicable at this stage, with the requirements contained in the Health and Social Care Bill, as at its introduction in the House of Lords on 8 September 2011. If you choose to adopt this Interim Constitution, you will of course need to work some parts through yourself.*

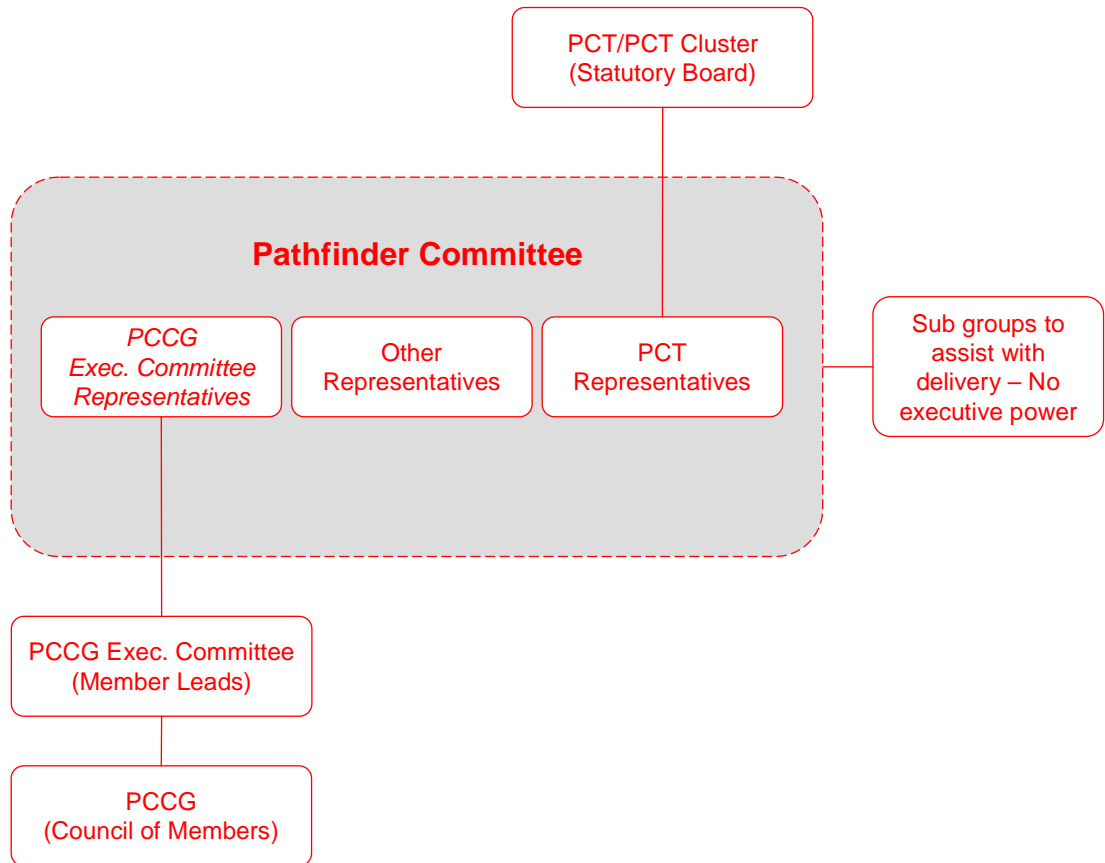
- 2 *Please note that the form of CCGs established by the Bill (if it achieves Royal Assent and becomes law) will be different. Such CCGs are to be bodies corporate and some of their internal governance architecture may be dictated by Regulations. Further information on a CCG Model Constitution is being worked up at a national level and will be available in due course.*

- 3 *Certain words or phrases appear in [square brackets]. This indicates optional wording or highlights where additional circumstances or events could be added if so required. Such text is either coloured green or blue as indicated on the front cover.*

- 4 *The Interim Constitution reflects current proposals for the terms of reference of a Pathfinder Committee, to which in the transitional period before the passage, passing and coming into force of the Bill, certain commissioning functions (to be specified in the terms of reference) will be delegated by the Statutory Board of the PCT. This Interim Constitution should be read in conjunction with the proposed Pathfinder Committee terms of reference.*

- 5 *For the avoidance of doubt, operating under the current legislative arrangements, the Pathfinder Committee is a committee or sub-committee of the PCT and distinct from the PCCG established by the member practices. Member Leads from the PCCG Executive Committee will form only part of the membership of the Pathfinder Committee.*

- 6 An illustration of the Pathfinder Committee operating under the current legislative arrangements as a committee or sub-committee of the PCT:



**INTERIM CONSTITUTION
OF
[] PATHFINDER CLINICAL COMMISSIONING GROUP**

**PART 1
INTERPRETATION**

1 Interpretation

1.1 In this Interim Constitution, unless the context requires otherwise, the following words or phrases shall have the following meanings:

Act	the National Health Service Act 2006;
Area	The geographical area to be covered by the PCCG as set out in Clause 3;
Bill	The Health and Social Care Bill 2011;
Business Day	9.00am to 5.00pm on a day (other than a Saturday or Sunday) on which clearing banks in the City of London are open for the transaction of normal sterling banking business;
Chair	The person appointed as chair of the PCCG Executive Committee in accordance with Clause 34.1;
Interim Constitution	This Interim Constitution as amended from time to time in accordance with its terms;
Council of Members	The group of Member Representatives formed as set out in this Interim Constitution to carry out the functions set out in this Interim Constitution;
Deed of Adherence	A Deed of Adherence in the form required from time to time by the PCCG Executive Committee, in terms of which a Practice applies for membership of the PCCG and agrees to be bound by and comply with the

	terms of the Interim Constitution;
General Meeting	Any meeting of the PCCG Council of Members , including its AGM;
Healthcare Professional	A member of a profession that is regulated by one of the following bodies: a) the General Medical Council; b) the General Dental Council; c) the General Optical Council; d) the General Osteopathic Council; e) the General Chiropractic Council; f) the General Pharmaceutical Council; g) the Pharmaceutical Society of Northern Ireland; h) the Nursing and Midwifery Council; i) the Health Professions Council; or j) any other regulatory body established by an Order in Council under Section 60 of the Health Act 1999;
Member	The members from time to time of the PCCG, being in each case a Practice holding a contract for the provision of primary medical services (whether a GMS, PMS or APMS contract) with the PCT, as listed in Annex C of this Interim Constitution ¹ and recorded in the Register of Members at the relevant time and “Member” shall mean one of them; ²
Member Representative	The person nominated by a Member to represent that Member at AGMs and General Meetings of the Council of Members and generally to act on behalf of that Member in accordance with Clause 7;
Member Lead	A person who has been appointed to the PCCG Executive Committee by the Members acting through their Member Representatives in accordance with Clause 25.1;

¹ Schedule 2, Schedule 1A, Part 1, Paragraph 2(1)(b).

² Chapter A2, 14A(4)&(6).

Month	A calendar month;
Nolan Principles	The seven principles of public life established by and set out in the Nolan Committee's First Report on Standards in Public Life as amended by the Committee of Standards in Public Life from time to time;
Objects	The objects [objectives] of the PCCG as set out in Clause 8;
Pathfinder Clinical Commissioning Group (PCCG)	The PCCG governed by this Interim Constitution;
Pathfinder Committee	The committee or sub-committee formed by the PCT, constituted as described in the Terms of Reference attached at Annex A to this Interim Constitution, to which has been delegated under current legislative powers those commissioning functions identified in the Terms of Reference;
PCCG Accounts	A statement for the Pathfinder Clinical Commissioning Group (PCCG) prepared by its PCCG Executive Committee each Year ³ recording the expenditure of the PCCG and the contributions from the PCT, Members and any other sources to the PCCG together with a record of the remuneration and expenses of members of the PCCG Executive Committee;
PCCG Annual Plan	A plan prepared by the PCCG Executive Committee each Year describing those actions planned to fulfill the Objectives of the PCCG that is clear and credible [to cover at least one year commencing at the end of the Year in which it is prepared]
PCCG Annual Report	An annual report to be prepared by the PCCG Executive Committee each Year [to report on achievement of the Objects, key decisions taken by the PCCG Executive Committee under delegated authority, performance against the PCCG Annual Plan for the previous Year and any recommended

³ Reflecting Schedule 2 of the Bill inserting Schedule 1A Paragraph 16(2)

	<p>changes to the Interim Constitution] and which shall be published on the website of the [PCCG] following the AGM for that Year⁴</p> <p>For the avoidance of doubt the PCCG Annual Report is not related to the annual report of the PCT nor does it form part of it or contribute to its content ;</p>
PCCG Executive Committee	The PCCG Executive Committee appointed pursuant to and having the responsibilities set out in Part 7;
PCT	INSERT RELEVANT DETAILS
Practice	A sole practitioner GP, two or more individuals practising in partnership where the conditions in Section 86(2) of the Act are satisfied or a company limited by shares that satisfies the conditions set out in Section 86(3) of the Act [holding a Practice List] or any organisation providing services pursuant to an APMS Contract or a Personal Medical Services Agreement;
Practice List	Those persons who are provided with primary medical services by a Member, as listed on the practice list of each Member provided to the PCCG Executive Committee from time to time;
Register of Members	The register of the Members of the PCCG to be maintained by the PCCG Executive Committee;
Secretary	A person confirmed by the PCCG Executive Committee to deal with the [calling, holding and recording of meetings of the Council of Members, the PCCG Executive Committee];
Special Resolution	A resolution of the Members passed by at least [seventy five percent (75%)] of the votes cast by those Members attending (by their Member Representative or by proxy) at a meeting of the PCCG Council of Members or by the execution of a written resolution by Members holding at least [seventy five percent (75%)] of the votes of all of the Members;

⁴ Reflecting Clause 23 of the Bill inserting Section 14Z13(6)(a) into the Act

Terms of Reference	The Terms of Reference of the Pathfinder Committee as attached at Annex A of this Interim Constitution;
Vice Chair	The person confirmed as vice chair of the PCCG Executive Committee in accordance with Clause 34.2;
Year	The period from the date of the creation of the PCCG Pathfinder Clinical Commissioning Group to 31 March and each subsequent period of 12 Months ending on 31 March;

- 1.2 Words in the singular include the plural and in the plural include the singular.
- 1.3 A reference to any gender includes a reference to the other gender.
- 1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.5 Writing or written includes faxes and e-mail but not text messaging or any form of social media.
- 1.6 Where the words include(s) or including are used in this Interim Constitution, they are deemed to have the words 'without limitation' following them.
- 1.7 Reference 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;

PART 2

NAME

- 2 The name of the Pathfinder Clinical Commissioning Group (PCCG) is:
[] PCCG⁵.

There are no requirements with regard to PCCG names, although for ease of reference they may wish to use a name which will be similar to the name they propose to adopt when established as a Clinical Commissioning Group (CCG) and which demonstrates a link with their proposed area.

The Government Response to the NHS Future Forum Report (“Government Response”) and the Department of Health guidance “Developing Clinical Commissioning Groups Towards Authorisation” states that CCGs will be expected to have a name that uses the NHS brand and demonstrates a clear link to their locality. The Bill states that the name of the CCG on establishment must comply with such requirements as may be prescribed⁶; guidance or secondary legislation may be forthcoming on this point.

PART 3

AREA

- 3 The geographical area covered by the [] Pathfinder Clinical Commissioning Group (PCCG) is []⁷.

The Government Response states that the boundaries of CCGs should not normally cross those of local authorities with any departure from this needing to be clearly justified. The NHS Commissioning Board must be satisfied that the area of the CCG is appropriate before granting an application.⁸

PART 4

PATHFINDER CLINICAL COMMISSIONING GROUP MEMBERS AND MEMBERSHIP

4 Eligibility for membership of the PCCG

Any Practice situated within the Area which holds a contract for the provision of primary medical services shall be eligible for membership of the Pathfinder Clinical Commissioning Group (PCCG).

5 Applications for membership of the PCCG

⁵ Schedule 2 of the Bill, inserting Schedule 1A, Part 1, paragraph 2(1)(a) into the Act.

⁶ Schedule 2 of the Bill, inserting Schedule 1A, Part 1, paragraph 2(2) into the Act.

⁷ Schedule 2 of the Bill, inserting Schedule 1A, Part 1, paragraph 2(1)(c) into the Act (2)(c) into the Act.

- 5.1 No Practice shall become a Member of the PCCG unless that Practice:
- 5.1.1 is eligible to become a Member;
 - 5.1.2 has completed an application for membership in a form required by the PCCG Executive Committee;
 - 5.1.3 has executed and delivered to the PCCG Executive Committee a Deed of Adherence;
 - 5.1.4 has had its application approved by the PCCG Executive Committee; and
 - 5.1.5 has been entered into the Register of Members.

6 Termination of PCCG membership

- 6.1 A Member ceases to be a Member if
- 6.1.1 that Member gives at least *[number]* months' prior written notice to the PCCG Executive Committee of their intention to cease being a Member of the PCCG;
 - 6.1.2 that Member is a sole practitioner GP and he/she:
 - 6.1.2.1 dies, following which, under NHS (GMS Contracts) Regs 2004 Sch 6 para 107 A and NHS (PMS Agreements) Regs 2004 Sch 5 para 99 A and as applicable in APMS, the contract will terminate at the end of the period of 7 days after the death of the GP, unless the PCT and the Contractors PRs agree (in writing) that it can continue for up to 28 days after the end of the initial 7 days;
 - 6.1.2.2 is declared bankrupt,
 - 6.1.2.3 ceases to be registered as a medical practitioner;
 - 6.1.2.4 enters into partnership with any other medical practitioner, except where that medical practitioner or the partnership is an existing Member;
 - 6.1.2.5 ceases to be named on the performers list of the PCT other than in the event of a contingent removal ;
 - 6.1.2.6 is contingently removed from the performers list, where the PCCG Executive Committee, in its absolute discretion, determines that the conditions placed on the Member's continued inclusion in the performers list would prevent or inhibit his/her ability to fulfill effectively his/her functions as a Member;
 - 6.1.2.7 is suspended from the performers list of the PCT but only during the period of such suspension;
 - 6.1.3 that Member is two or more individuals practising in partnership and:
 - 6.1.3.1 the conditions in Section 86(2) of the Act are no longer satisfied; or
 - 6.1.3.2 the partnership is dissolved;

- 6.1.4 that Member is a company limited by shares and:
 - 6.1.4.1 the conditions in Section 86(3) of the Act are no longer satisfied; or
 - 6.1.4.2 in respect of that company any one of the following occurs:
 - 6.1.4.2.1 a resolution is passed for voluntary winding up by reason of insolvency;
 - 6.1.4.2.2 a winding up order is granted;
 - 6.1.4.2.3 a resolution by its directors or members is passed to apply for an administration order;
 - 6.1.4.2.4 an administrator is appointed under the Insolvency Act 1986;
 - 6.1.4.2.5 a receiver or an administrative receiver is appointed over any of its assets or income;
 - 6.1.4.2.6 a statutory demand is issued under the Insolvency Act 1986 which is not discharged before it is advertised;
 - 6.1.4.2.7 it is unable to pay its debts as they fall due as determined by section 123 of the Insolvency Act 1986.
- 6.1.5 the Practice ceases to be eligible for membership;
- 6.1.6 that Member ceases to hold a contract for the provision of primary medical services;
- 6.1.7 that Practice merges with any other practice, unless that other practice is an existing Member (and for the avoidance of doubt where two Practices that are Members merge they shall be one Member thereafter for the purposes of this Interim Constitution); or

6.2 Membership of the PCCG is not transferable.

7 Member Representatives

- 7.1 Each Member shall be required to nominate a representative of that Member who must be a **Healthcare Professional**⁹ (and a [Partner] or [Shareholder] or no prescription need be inserted. However a degree of seniority is likely to be desirable to ensure effective representation.) in the nominating Member's Practice. Each Member may remove and replace their Member Representative at any time and from time to time, by notice in writing to the PCCG Executive Committee. Each Member Representative shall be the representative of their appointing Member on the **Council of Members**.¹⁰
- 7.2 Each Member authorises their Member Representative to:
 - 7.2.1 receive notice of, attend and vote at any meetings of the PCCG **Council of Members** (whether an AGM or General Meeting of the **Council of Members**

⁹ Clause 25(1) of the Bill, inserting Section 89 (1E)(a) into the Act, subject to the passing of Regulations to this effect.

¹⁰ Clause 25(1) of the Bill, inserting Sections 89(1A)(b) and 89(1E)(a) into the Act.

(whether on a show of hands or on a poll)), or sign any written resolution on behalf of that Member;

- 7.2.2 appoint a proxy, complete and return proxy cards, consent to short notice and consent to any other documents required to be signed by the Member;
 - 7.2.3 receive distributions on behalf of the Member;
 - 7.2.4 deal with and give directions as to resources, securities, benefits, documents, notices or other communications (in whatever form) arising by right of or received in connection with the Member's membership of the PCCG.
- 7.3 For the avoidance of doubt, the PCCG Executive Committee shall be entitled to treat any Member Representative as having the continuing authority given to him under Clause 7.2 until it is notified of the removal of that Member Representative in accordance with Clause 7.1 and any provision of this Interim Constitution that requires delivery or notification to a Member shall be deemed to have been satisfied if delivery or notification is made to or served on the Member Representative.

PART 5

OBJECTS AND POWERS

8 Objects

- 8.1 The Pathfinder Clinical Commissioning Group (PCCG) shall form a **Council of Members** and PCCG Executive Committee. The principal objects of the PCCG are:
- 8.1.1 through the PCCG Executive Committee's representatives on the Pathfinder Committee, to influence, determine and arrange for the provision of those services whose commissioning is, in whole or in part, delegated to the Pathfinder Committee by the PCT acting under current legislative requirements and in relation to such persons within the Area as the PCT shall determine; and
 - 8.1.2 support the exercise of PCT functions through the Pathfinder Committee; and
 - 8.1.3 undertake preparatory work for establishment as a statutory corporate body in anticipation of the Bill receiving Royal Assent and the creation of Clinical Commissioning Groups (CCG) as described in the Bill.
- 8.2 In pursuit of these principal objects, the PCCG shall, on such terms as its **Council of Members** determines (having taken into account all relevant guidance or directions from the Department of Health and the relevant Strategic Health Authority Cluster for the area in which the PCCG is situated):
- 8.2.1 make preparations for the establishment of a Governing Body and audit and remuneration committees, in line with the expected Governance Framework and other national guidance and, ultimately, the requirements of the Bill once it receives Royal Assent, and as further detail about the Governing Body, including its composition, is published;

- 8.2.2 identify the commissioned services that will be required for the Area once it is formally established as a CCG as described in the Bill, including by engaging with local communities and the shadow health and wellbeing board;
- 8.2.3 identify and determine best performance, quality and value outcomes by assessing clinical effectiveness, cost effectiveness and quality standards and seeking patients' and carers' views within the Area; and
- 8.2.4 identify, through an appropriate process, details of which should be recorded, a person whom the PCCG will propose should be appointed as its accountable officer when it makes its application for establishment to the NHSCB (see clause 22 new section 14B(3)(b));
- 8.2.5 prepare its proposed constitution to take effect once established as a CCG as described in the Bill, such constitution to accompany the application, and to prepare and submit such other information as the NHSCB may specify – see clause 22 new section 14B(3)(a) and (c);
- 8.2.6 consider what arrangements may be needed for meeting the various duties imposed on CCGs as described in the Bill, such as the duties to promote patient involvement and choice, to obtain appropriate advice, to promote the NHS Constitution etc (see clause 23 of the Bill);
- 8.2.7 plan which powers once established as a CCG as described in the Bill should be exercised by such CCG once it is established, for instance in relation to joint arrangements with other CCGs, or joint exercise of functions with Local Health Boards (see clause 23 new sections 14Z1 and 14Z2);
- 8.2.8 plan what staff a CCG as described in the Bill may need if it is established.

9 Powers and duties

- 9.1 In furtherance of the Objects, the PCCG's powers shall include all powers as are necessary and desirable in order to carry out its objects in the manner described within this Interim Constitution, and which shall include and not be limited to:

FOR DETERMINATION BY THE PCCG

These are powers in relation to the pursuit of the Objects by each Member and by the Members collectively through the Council of Members and the PCCG Executive Committee, and will be largely preparatory in nature. Some statutory functions of the PCT may be exercised by delegation through the Members' representation on the Pathfinder Committee of the PCT.

For the avoidance of doubt, the PCT up to and until April 2013 will remain the body responsible for the discharge of all its statutory functions, including all matters delegated to the Pathfinder Committee. The PCT must also retain control, and hold all commissioning budgets.

- 9.2 The Members, **Council of Members** (and its constituent Member Representatives) and the PCCG Executive Committee (and its constituent Member Leads) shall ensure that, in the conduct of their respective roles and responsibilities in relation to

- **SELFLESSNESS** - Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.
- **INTEGRITY** - Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties.
- **OBJECTIVITY** - In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.
- **ACCOUNTABILITY** - Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.
- **OPENNESS** - Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.
- **HONESTY** - Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.
- **LEADERSHIP** - Holders of public office should promote and support these principles by leadership and example.

PART 6

MEETINGS OF THE MEMBERS

10 Annual General Meeting

- 10.1 The Pathfinder Clinical Commissioning Group (PCCG) shall hold an AGM of the [Council of Members](#):
- 10.1.1 once in each Year [(provided that not more than 15 months shall elapse between the date of one AGM and that of the next)];
 - 10.1.2 on a Business Day; and
 - 10.1.3 that AGM shall be held [at such date, time and place as the PCCG Executive Committee shall determine][specify date or month in which AGM is to be held].
- 10.2 Unless agreed specifically to the contrary minutes of all formal meetings will be a matter of public record

10.3 The matters to be considered at the AGM shall be as set out in the notice, but shall include the consideration and, if thought fit, approval of:

10.3.1 the PCCG Annual Plan;

10.3.2 the PCCG Accounts; and

10.3.3 the PCCG Annual Report.

10.4 The AGM shall be open to the public.¹¹

11 Other General Meetings

11.1 The PCCG Executive Committee or any Member can call a General Meeting of the [Council of Members](#) at any time by giving all the Members at least [twenty one (21)] days' notice.

11.2 If at any time there are not within the United Kingdom sufficient Member Leads capable of acting to form a quorum of the PCCG Executive Committee, any Member Lead may call a General Meeting

11.3 Unless agreed specifically to the contrary minutes of all formal meetings will be a matter of public record

12 Contents of Notice

12.1 Every notice calling a General Meeting must specify the place, day and time of the meeting, whether it is a general or an AGM, and the general nature of the business to be transacted. Any resolution proposed to be passed must be set out in full.

13 Service of Notice

13.1 Notice of General Meetings must be given to all Member Representatives and to each Member Lead of the PCCG Executive Committee.

14 Attendance and speaking at General Meetings

14.1 The PCCG Executive Committee may make whatever arrangements it considers appropriate to enable those attending a General Meeting to exercise their rights to speak or vote at it.

14.2 [Member Representatives may participate in meetings of the Council of Members by telephone or by the use of video conferencing facilities and/or webcam, where such facilities are available. Participation in a meeting in any of these manners shall be deemed to constitute presence in person at the meeting.](#)

14.3 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

15 Quorum for General Meetings

¹¹ Clause 23 of the Bill, inserting Section 14Z13(6)(b) into the Act.

- 15.1 No business other than the appointment of the chair of the meeting is to be transacted at a General Meeting if the persons attending it do not constitute a quorum.
- 15.2 [Number] persons entitled to vote upon the business to be transacted, each being a Member Representative or a proxy for a Member Representative, shall be a quorum.

16 Chairing General Meetings

- 16.1 The Chair shall chair General Meetings if present and willing to do so. If not present and willing to chair the meeting, the Vice Chair shall chair the General Meeting if present and willing to do so.
- 16.2 If the Chair and Vice Chair are unwilling to chair the meeting or are not present within ten minutes of the time at which a meeting was due to start the Member Leads present, or if no Member Leads are present, those present at the meeting must appoint a chair of the meeting, and the appointment of the chair of the meeting must be the first business of the meeting. Where Member Leads are present at the meeting then any such chair of the meeting shall be appointed from amongst their number.

17 Attendance and speaking by PCCG Executive Committee and non-members

- 17.1 Member Leads may attend and speak at General Meetings, whether or not they are Member Representatives, but may only participate in any vote if they are both a Member Lead and a Member Representative.
- 17.2 The chair of the meeting may permit other persons who are not Member Representatives to attend and speak at a general meeting, but not to vote.

18 Adjournment

- 18.1 If the persons attending a General Meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chair of the meeting must adjourn it.
- 18.2 The chair of the meeting may adjourn a General Meeting at which a quorum is present if:
- 18.2.1 the meeting consents to an adjournment, or
 - 18.2.2 it appears to the chair of the meeting that an adjournment is necessary to ensure that the business of the meeting is conducted in an orderly manner.
- 18.3 The chair of the meeting must adjourn a General Meeting if directed to do so by a simple majority of the Member Representatives present at the meeting.
- 18.4 When adjourning a General Meeting, the chair of the meeting must:
- 18.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the PCCG Executive Committee, and
 - 18.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 18.5 If the continuation of an adjourned meeting is to take place more than 14 days after it was adjourned, the PCCG Executive Committee must give at least [14] clear days'

- 18.5.1 to the same persons to whom notice of General Meetings is required to be given, and
- 18.5.2 containing the same information which such notice is required to contain.
- 18.6 At an adjourned General Meeting only that business that formed the business to be transacted at the original meeting can be transacted.

19 Voting: general

- 19.1 [Every Member Representative shall have one vote] **OR** [Every Member Representative shall have one vote for each person on their Member's Practice List] **OR** [any other agreed methodology – e.g. number of principals etc]
- 19.2 [In the case of an equality of votes, the chair of the meeting shall be entitled to a casting vote.]

20 Errors and disputes

- 20.1 No objection may be raised to the qualification of any person voting at a General Meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 20.2 Any such objection must be referred to the chair of the meeting whose decision is final.

21 Content of proxy notices

- 21.1 Proxies may only validly be appointed by a notice in writing (a "proxy notice") which:
 - 21.1.1 states the name and address of the Member Representative appointing the proxy;
 - 21.1.2 identifies the person appointed to be that Member Representative's proxy and the general meeting in relation to which that person is appointed;
 - 21.1.3 is signed by or on behalf of the Member Representative appointing the proxy, or is authenticated by the relevant Member; and
 - 21.1.4 is delivered to the PCCG Executive Committee in accordance with the Interim Constitution and any instructions contained in the notice of the General Meeting to which they relate.
- 21.2 The PCCG Executive Committee may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.
- 21.3 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions.
- 21.4 Unless a proxy notice indicates otherwise, it must be treated as—
 - 21.4.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and
 - 21.4.2 appointing that person as a proxy in relation to any adjournment of the General Meeting to which it relates as well as the meeting itself.

22 Delivery of proxy notices

- 22.1 An appointment under a proxy notice may be revoked by delivering to the PCCG Executive Committee a notice in writing given by or on behalf of the Member Representative by whom or on whose behalf the proxy notice was given.
- 22.2 A notice revoking a proxy appointment only takes effect if it is delivered before the start of the meeting or adjourned meeting to which it relates.
- 22.3 If a proxy notice is not executed by the Member Representative appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the relevant Member's behalf.

23 Resolutions in Writing

- 23.1 A resolution in writing signed or approved by [all the Member Representatives entitled to receive notice of a General Meeting][such number of Member Representative as would have been required to pass the resolution had it been voted on at a General Meeting] shall be as valid and effectual as if it had been passed at a General Meeting duly convened and held. The resolution may consist of more than one document in the same form each signed or approved by one or more persons.

PART 7

PATHFINDER CLINICAL COMMISSIONING GROUP EXECUTIVE COMMITTEE

24 Pathfinder Clinical Commissioning Group (PCCG) Executive Committee Composition

- 24.1 The PCCG Executive Committee shall comprise up to [number] Member Leads.

25 Methods of appointing Member Leads

- 25.1 The Members shall, by Special Resolution at a meeting of the Council of Members, be entitled to appoint the Member Leads and to remove and replace any of those Member Leads at any time and from time to time.
- 25.2 Each Member Lead must be a Member, a partner of a partnership that is a Member or a shareholder, officer or employee of a Member, and for the avoidance of doubt may be, but need not be, a Member Representative (save that a Member Representative may not vote for his/her own appointment as a Member Lead).
- 25.3 The continuing Member Leads or a sole continuing Member Lead may act notwithstanding any vacancies in their number, but, if the number of Member Leads is less than the number fixed for the quorum under Clause 33, the continuing Member Lead or Member Leads may only act for the purpose of filling vacancies or of calling a general meeting.

26 Termination of Member Leads' appointment

- 26.1 A person shall not be eligible to be a Member Lead and shall cease to be a Member Lead as soon as he:
 - 26.1.1 is removed by the Members under Clause 25.1; or
 - 26.1.2 if a sole practitioner, ceases to be a Member;

- 26.1.3 if a partner of a partnership that is a Member, ceases to be a partner in that partnership or if that partnership ceases to be a Member;
- 26.1.4 if a shareholder, officer or employee of a Member, ceases to hold any shares in or remain engaged as an officer or employee of that Member (as applicable) or if the relevant Member ceases to be a Member;
- 26.1.5 that person resigns as a Member Lead, and such resignation has taken effect in accordance with its terms;
- 26.1.6 [has completed [number] [consecutive] years of service as a Member Lead];

Given the short term nature of this interim arrangement we have not stipulated default terms of office. Although we would normally suggest 3 years in common with other governance arrangements, no term of office should be given that extends beyond the date of establishment of the PCCG as a Clinical Commissioning Group (CCG) or in any event 31 March 2013)

- 26.1.7 dies or is declared bankrupt;
- 26.1.8 where that person is a GP they cease to be included on the performers list of the PCT other than in the event of a contingent removal;
- 26.1.9 where that person is a GP they are contingently removed from the performers list of the PCT and the PCCG Executive Committee in its absolute discretion determines that the conditions placed on the Member Lead would prevent or inhibit his/her ability to fulfill effectively their functions as a Member Lead;
- 26.1.10 where that person is a GP they are suspended from the performers list of the PCT but only during the period of such suspension;
- 26.1.11 where that person is a GP they cease to be registered as a medical practitioner;
- 26.1.12 where that person is or becomes an officer of a Local Medical Committee.
- 26.1.13 [any other circumstances?]

27 The PCCG Executive Committee's authority and duties

- 27.1 Subject to the limits in this Interim Constitution (including Clause 28 in particular), the PCCG Executive Committee shall be responsible for and shall be delegated by the Council of Members and each of the Practices the power to conduct the overall management and strategic direction of the PCCG and the achievement or furtherance of the Objects.
- 27.2 In particular, the PCCG Executive Committee shall:
 - 27.2.1 promote the involvement of all Members in the work of the PCCG, [in securing improvements in commissioning of care and services];
 - 27.2.2 engage in a collaborative approach within the local health system with patients, the public and other stakeholders;
 - 27.2.3 engage with each relevant shadow Health and Wellbeing Board via or as agreed with the Pathfinder Committee and nominate a member of its Executive Committee to act as its representative in relation to each such shadow Health and Wellbeing Board;
 - 27.2.4 secure effective clinical engagement in the decisions of the PCCG;

- 27.2.5 elect [insert number] Member Leads to serve as representatives of the PCCG on the Pathfinder Committee;
 - 27.2.6 prepare the PCCG Annual Plan to present to the Members at the AGM;
 - 27.2.7 keep proper accounts and proper records in relation to the PCCG Resources¹² and prepare the PCCG Accounts to present to the Members acting through their Member Representatives at the AGM;
 - 27.2.8 prepare the PCCG Annual Report to present to the Members acting through their Member Representatives at the AGM;
 - 27.2.9 identify the requirements and obligations in the Bill of the accountable officer and commence the process of identifying a suitable candidate who would be willing and able to be the accountable officer on the establishment of the CCG as envisaged by the Bill¹³; and
 - 27.2.10 ensure its members are familiar with and undertake preparatory training in procurement law and ensure its members are familiar with all relevant policy and guidance, in particular the “Procurement guide for commissioners of NHS-funded services” and the “Principles and Rules for Co-operation and Competition”;
 - 27.2.11 establish any links and working arrangements with other PCCGs or strategic, regional or other commissioning groups, as may from time to time be deemed convenient;
 - 27.2.12 maintain a close working relationship with the PCT and relevant PCT Cluster in the Area and, in particular:
 - 27.2.12.1 identify current commissioning contracts in place that may transfer to the PCCG on its establishment as a CCG as envisaged by the Bill;
 - 27.2.12.2 identify staff that may transfer to the PCCG on its establishment as a CCG as envisaged by the Bill;
 - 27.2.13 monitor and review the effectiveness of the PCCG, the PCCG Executive Committee, the representatives of the PCCG Executive Committee on the Pathfinder Committee, and of the Pathfinder Committee;
 - 27.2.14 co-ordinate and plan for demand, financial and investment needs of the PCCG;
 - 27.2.15 participate in and monitor clinical networks;
 - 27.2.16 work with and cooperate with the Pathfinder Committee to assist the discharge of its functions, including but not limited to participation in sub – groups established by the Pathfinder Committee;
 - 27.2.17 provide clinical scrutiny of decisions made by the Pathfinder Committee; and
 - 27.2.18 [any others?]
- 27.3 In acting as Member Lead, each Member Lead shall:
- 27.3.1 promote the success of the PCCG for the benefit of the Members as a whole;
 - 27.3.2 act within the powers set out in this Interim Constitution;

¹² Schedule 2 of the Bill inserting Schedule 1A, paragraph 16(1) into the Act.

¹³ Schedule 2 of the Bill inserting Schedule 1A, paragraph 11(1) into the Act & section 22(1) of the Bill, inserting Chapter A2, section 14C(2)(d) into the Act.

- 27.3.3 exercise independent judgement;
- 27.3.4 exercise reasonable care, skill and diligence;
- 27.3.5 declare any interest of that Member Lead (and, if relevant, the Member he represents) in any proposed transaction or arrangement with or being considered by the PCCG;
- 27.3.6 avoid conflicts of interest; and
- 27.3.7 not accept benefits from third parties.

28 Member Reserved Matters

- 28.1 Any of the following matters require the prior consent of a Special Resolution of the [Council of Members](#) and no action shall be taken by the PCCG Executive Committee (except the calling of a general meeting or circulation of a written resolution to seek such consent) without such consent:
- 28.1.1 amend the Interim Constitution for the PCCG;
 - 28.1.2 carry out any transaction or incur any expense or liability that is not provided for in, or otherwise depart from, the PCCG Annual Plan; or
 - 28.1.3 change (by whatever means) the nature of the business of the PCCG or do anything that is not consistent with the Objects; or
 - 28.1.4 use any name other than the name specified in Clause 2 in relation to the activities of the PCCG; or
 - 28.1.5 merge, amalgamate or federate the PCCG with any other PCCG; or
 - 28.1.6 remove any Member Lead; or
 - 28.1.7 *[any other restrictions?]*.

29 PCCG Executive Committee may delegate

- 29.1 The PCCG Executive Committee may arrange for any of its functions to be exercised on its behalf by any Member or any employee or any committee or sub-committee as it thinks fit, but the terms of any such delegation must be recorded in the minutes of the PCCG Executive Committee¹⁴.
- 29.2 If any function of the PCCG Executive Committee is being exercised on its behalf by a Member, employee, committee or sub-committee under Clause 29.1, any reference in this Interim Constitution to the exercise by the PCCG Executive Committee of that function shall be interpreted as if it was a reference to the exercise by that Member, employee, committee or sub-committee.
- 29.3 Any Member, committee or sub-committee or individual appointed under Clause 29.1 shall, when discharging any function of the PCCG Executive Committee, abide by any restrictions or conditions imposed by the PCCG Executive Committee which may then subsist. In relation to committees or sub-committees exercising functions on behalf of the PCCG Executive Committee, any such restrictions or conditions may provide for or permit the co-option onto the committee or sub-committee of persons other than Member Leads and for such persons to have voting rights as members of that committee or sub-committee, [but no resolution of the committee or sub-](#)

¹⁴ Reflecting Schedule 2 of the Bill inserting Schedule 1A, Part 1, paragraphs 3(1) and 3(3) into the Act.

committee will be valid unless it has been approved by a majority of the votes cast on that resolution and that majority included at least one Member Lead.

- 29.4 The quorum for any committee meeting shall be *[number]*, one of whom must be a Member Lead.
- 29.5 The PCCG Executive Committee may impose restrictions and/or conditions when arranging for the discharge of functions on its behalf, including the conditions that:
- 29.5.1 the relevant functions are to be exercised exclusively by the committee or sub-committee to which the functions are delegated; and
- 29.5.2 no expenditure may be incurred on behalf of the PCCG except in accordance with a budget previously agreed with the PCCG Executive Committee.
- 29.6 Unless agreed specifically to the contrary minutes of all formal meetings will be a matter of public record
- 29.7 The PCCG Executive Committee may revoke or alter a delegation.
- 29.8 All acts and proceedings of any committees and sub-committees must be fully and promptly reported to the PCCG Executive Committee.

30 PCCG Executive Committee to take decisions collectively

- 30.1 Any decision of the PCCG Executive Committee must be decided by at least a majority decision.¹⁵

31 Resolutions in Writing

- 31.1 A resolution in writing signed or approved by *[all][the required majority of]* the Member Leads entitled to receive notice of a meeting of the PCCG Executive Committee or all the members of any committee or sub-committee of the PCCG Executive Committee entitled to vote on the resolution shall be as valid and effective as if it had been passed at a meeting of the PCCG Executive Committee or (as the case may be) a committee or sub-committee of the PCCG Executive Committee duly convened and held. The resolution may consist of more than one document in the same form each signed or approved by one or more persons.

32 Calling a PCCG Executive Committee meeting

- 32.1 The PCCG Executive Committee shall meet at least *[number]* times in a year, with no more than *[number]* months between each meeting.
- 32.2 The **Secretary** (on receiving a request from *[number]* Member Leads to call a meeting of the PCCG Executive Committee), or, if no Secretary has been appointed, any Member Lead receiving such a request, shall call a meeting of the PCCG Executive Committee by issuing a notice in accordance with Clause 32.3 *within 5* Business Days of being requested to do so.
- 32.3 Notice of any PCCG Executive Committee meeting must indicate:
- 32.3.1 its proposed date and time, which must be *at least 14* days after the date of the notice, except where a meeting to discuss an urgent issue is required (in

¹⁵ Schedule 2 of the Bill inserting Schedule 1A, Part 1, paragraph 4(1) into the Act.

which case as much notice as reasonably practicable in the circumstances should be given);

- 32.3.2 where it is to take place;
 - 32.3.3 an agenda of the items to be discussed at the meeting and any supporting papers; and
 - 32.3.4 if it is anticipated that Member Leads participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 32.4 Notice of an PCCG Executive Committee meeting must be given to each Member Lead in writing.
- 32.5 Failure to effectively serve notice on all Member Leads does not affect the validity of the meeting, or of any business conducted at it.

33 Quorum for PCCG Executive Committee meetings

- 33.1 The quorum for PCCG Executive Committee meetings shall be *[number]* Member Leads
- 33.2 If the total number of Member Leads for the time being is less than the quorum required, the PCCG Executive Committee must not take any decision other than a decision:
- 33.2.1 to appoint further Member Leads, or
 - 33.2.2 to call a meeting of the *Council of Members* so as to enable the Members acting through their Member Representatives to appoint further Member Leads.
- 33.3 The PCCG Executive Committee may co-opt such other person(s) to attend all or any of its meetings, or part(s) of a meeting, in order to assist in its decision making and in its discharge of its functions as it sees fit. Any such person may speak and participate in debate but may not vote.
- 33.4 If the number of votes for and against a proposal are equal, the chair or other person chairing the meeting has a casting vote.

34 Chairing of PCCG Executive Committee meetings

- 34.1 The *[Members]* *[PCCG Executive Committee]* shall appoint one of the Member Leads to be the Chair from time to time and may terminate the Chair's appointment as Chair at any time and appoint one of the other Member Leads to be the Chair.
- 34.2 The *[Members]* *[PCCG Executive Committee]* shall appoint a Vice Chair from time to time and may terminate the Vice Chair's appointment as Vice Chair at any time and appoint one of the other Member Leads to be the Vice Chair.
- 34.3 If the Chair is not participating in a PCCG Executive Committee meeting within ten minutes of the time at which it was to start, the Vice Chair shall chair that meeting or, if the Vice Chair is not participating, the participating Member Leads must appoint one of the present Member Leads to chair that meeting.

35 Casting vote

- 35.1 If the numbers of votes for and against a proposal are equal, the Chair or other person chairing the meeting has a casting vote, unless if, in accordance with this

36 Record keeping

36.1 The PCCG Executive Committee must keep:

36.1.1 Minutes of all:

36.1.1.1 Annual and general meetings of the [Council of Members](#);

36.1.1.2 Meetings of the PCCG Executive Committee and meetings of any committee or sub-committee of the PCCG Executive Committee carrying out powers or functions of the PCCG Executive Committee, including;

36.1.1.2.1 the names of the persons present at the meeting;

36.1.1.2.2 the decisions made at the meetings; and

36.1.1.2.3 where appropriate the reasons for the decisions.

36.1.2 A Register of Members, including the Member Representative of each Member, and Member Representative Interests in accordance with Clause 38.1 below; and

36.1.3 A Register of Member Leads and Member Lead Interests in accordance with Clause 37 below.

36.2 Any such Minutes shall be made available or copied on request to any Member or Member Lead.

36.3 Any such Minutes agreed at the subsequent meeting shall be sufficient evidence without further proof of the facts stated in such minutes.

PART 8

DECLARATION OF CONFLICTS OF INTERESTS¹⁶

37 Register of Interests: Pathfinder Clinical Commissioning Group (PCCG) Executive Committee

37.1 The PCCG shall create and maintain a register of interests, which shall record all relevant personal or business interests or positions of influence (within the meaning of the Policy for the Management of Conflicts of Interests set out at Annex B) of each member of the PCCG Executive Committee. Each member of the PCCG Executive Committee shall be under a duty to notify the PCCG of any such interest. Any change to these interests should be notified to the Chair prior to each meeting of the PCCG Executive Committee.

37.2 Failure to disclose a relevant personal or business interest or position of influence by a Member Lead may result in suspension from the PCCG Executive Committee by the Members under Clause 25.1. Any such failure should, on its discovery by the PCCG Executive Committee, be promptly communicated to the PCT.

¹⁶ Schedule 2 of the Bill, inserting Schedule 1A, Part 1, Paragraph 4(2) into the Act.

- 37.3 Any relevant personal or business interest or position of influence relating to an item on the agenda for an PCCG Executive Committee meeting should be brought to the attention of the Chair in advance of the relevant meeting or as soon as such interest becomes apparent and recorded in the minutes.
- 37.4 All Member Leads and participants in meetings of the PCCG Executive Committee shall comply with the Policy for the Management of Conflicts of Interests set out at Annex B.

38 Register of Interests: Council of Members

- 38.1 The PCCG shall create and maintain a register of interests, which shall record all relevant personal or business interests or positions of influence (within the meaning of the Policy for the Management of Conflicts of Interests set out at Annex B) of each Member Representative. Each Member Representative shall be under a duty to notify the PCCG of any such interest. Any change to these interests should be notified to the Chair prior to each meeting of the Council of Members.
- 38.2 Failure to disclose a relevant personal or business interest or position of influence by a Member Representative may result in suspension from the Council of Members by the Members acting through their Member Representatives, which must be by Special Resolution. Any such failure should, on its discovery by the Council of Members, be promptly communicated to the PCT.
- 38.3 Any relevant personal or business interests or position of influence relating to an item on the agenda for a Council of Members' meeting should be brought to the attention of the Chair in advance of the relevant meeting or as soon as such interest becomes apparent and recorded in the minutes.
- 38.4 All Member Representatives and participants in meetings of the Council of Members shall comply with the Policy for the Management of Conflicts of Interests set out at Annex B.

39 Register of Interests: Individual working on behalf of the PCCG

- 39.1 The PCCG shall create and maintain a register of interests, which shall record all relevant personal or business interests [provision or individual] or positions of influence (within the meaning of the Policy for the Management of Conflicts of Interests set out at Annex B) of any person working on behalf of the PCCG. Each such person shall be under a duty to notify the PCCG of any such interest. Any change to these interests shall be notified to the PCCG Executive Committee as soon as reasonably practicable.
- 39.2 Failure to disclose a relevant personal or business interest or position of influence by a person working on behalf of the PCCG should be treated as a disciplinary offence or a breach of contract (as appropriate) by the PCCG or any applicable Practice. Any such failure should, on its discovery by the PCCG Executive Committee, be promptly communicated to the PCT.
- 39.3 Any relevant personal or business interests or position of influence relating to an item on the agenda for any meeting attended by a member of staff should be brought to the attention of the Chair in advance of the relevant meeting or as soon as such interest becomes apparent and recorded in the minutes.

- 39.4 Every member of staff must absent himself from that part of any meeting at which it is possible that a conflict will arise between his duty to the PCCG as a member of staff and any relevant personal or business interests or position of influence.
- 39.5 If a meeting is concerned with an actual or proposed transaction or arrangement in which a member of staff has any relevant personal or business interests or position of influence then that member of staff shall not to be counted as participating in that meeting, or part of a meeting, for quorum or voting purposes.
- 39.6 All members of staff shall comply with the Policy for the Management of Conflicts of Interests set out at Annex B.

40 Declaration of Interests

- 40.1 Every Member Lead, every Member Representative and every individual working on behalf of the PCCG must declare the nature and extent of any relevant personal or business interests or position of influence, which it has in a proposed transaction or arrangement with the PCCG or in any transaction or arrangement entered into by the PCCG which has not previously been declared.

41 Conflicts of Interest

- 41.1 Every Member Lead and every Member Representative must absent himself from that part of any meeting of the PCCG Executive Committee or any meeting of the Council of Members (as applicable) at which it is possible that a conflict will arise between his duty to act as a Member Lead or a Member Representative (as applicable) and any relevant personal or business interests or position of influence.
- 41.2 If a meeting of the PCCG Executive Committee or a meeting of the Council of Members is concerned with an actual or proposed transaction or arrangement in which a Member Lead or Member Representative has any relevant personal or business interests or position of influence then that Member Lead or Member Representative (as applicable) shall not be counted as participating in that meeting, or part of a meeting, for quorum or voting purposes.

PART 9

EMPLOYMENT, REMUNERATION AND EXPENSES

42 Member Leads' Remuneration

- 42.1 Member Leads may undertake and provide any services for the Pathfinder Clinical Commissioning Group (PCCG) and receive payment of expenses in accordance with Clause 43 but shall not otherwise be remunerated by the PCCG for their role as Member Lead unless the terms of their proposed remuneration have been approved in advance by a Special Resolution of the Members acting through their Member Representatives.
- 42.2 Subject to Clause 42.1, a Member Lead's remuneration may:
- 42.2.1 take any form, and

42.2.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that Member Lead.

43 Member Leads' Expenses

43.1 The PCCG can confirm payment of any reasonable expenses which a Member Lead properly incurs in connection with:

43.1.1 their attendance at meetings of the PCCG Executive Committee and at meetings of committees or sub-committees of the PCCG Executive Committee or in the exercise of any other delegated function or power of the PCCG Executive Committee; or

43.1.2 the exercise of their powers and the discharge of their responsibilities in relation to the PCCG.

43.2 Remuneration and any reasonable expenses paid to Member Leads shall be declared by the Chair at each Annual General Meeting and shall be published in the PCCG Annual Report and PCCG Resources.

PART 10

GENERAL

44 Confidentiality

44.1 In this Clause 44 the expression "Confidential Information" means any information which any Member may have or acquire in relation to the PCCG or another Member or the PCT but excludes the information in Clause 44.2.

44.2 Information is not Confidential Information if:

44.2.1 it is or becomes public knowledge other than as a direct or indirect result of the information being disclosed in breach of the undertaking in this Clause; or

44.2.2 any Member can establish to the reasonable satisfaction of the other Members that it found out the information from a source not connected with its membership of the PCCG and that the source was not under any obligation of confidence in respect of the information; or

44.2.3 any Member can establish to the reasonable satisfaction of the other Members that the information was known to it before the date that it became a Member and that it was not under any obligation of confidence in respect of the information; or

44.2.4 the Members and, where appropriate, the PCT agree in writing that it is not confidential.

44.3 Each Member shall at all times use all reasonable endeavours to keep confidential any Confidential Information and shall not use or disclose any such Confidential Information except:

44.3.1 for any use for which the Confidential Information was disclosed to it;

44.3.2 to a Member's professional advisers where such disclosure is for a proper purpose related to the operation of the PCCG; or

- 44.3.3 with the consent in writing of the Member and, where appropriate, the PCT to which the information relates; or
 - 44.3.4 as may be required by law or regulation, in which case the Member concerned shall, if practicable, supply a copy of the required disclosure to the PCCG Executive Committee and, where appropriate, the PCT, in sufficient time before it is disclosed to enable the other Members and the PCT to consider and suggest amendments to it, and incorporate any amendments reasonably required by the PCCG Executive Committee and/or the PCT; or
 - 44.3.5 to any tax authority to the extent it concerns the Member; or
 - 44.3.6 if the information comes within the public domain (otherwise than as a result of the breach of this Clause 44).
- 44.4 The obligations of each of the Members in this Clause 44 shall continue without limit in time.
- 44.5 None of the Members shall make or permit or authorise the making of any press release or other public statement or disclosure concerning the PCCG or any of the Members without the prior consent in writing of the PCCG Executive Committee.

45 Notice

- 45.1 A notice under this Interim Constitution:
- 45.1.1 shall be in writing in the English language (or be accompanied by a properly prepared translation into English);
 - 45.1.2 shall be sent for the attention of the person, and to the address, or fax number, for that Member or its Member Representative stated in the Register of Members from time to time; and
 - 45.1.3 shall be:
 - 45.1.3.1 delivered personally; or
 - 45.1.3.2 sent by fax; or
 - 45.1.3.3 sent by pre-paid first-class post, recorded delivery or registered post.
- 45.2 A notice is deemed to have been received:
- 45.2.1 if delivered personally, at the time of delivery;
 - 45.2.2 if sent by fax, 2 hours after transmission;
 - 45.2.3 in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting.
- 45.3 If deemed receipt under Clause 45.2 is not within business hours (meaning 9.00 am to 5.30 pm) on a Business Day, deemed receipt will be at 9.00am on the next Business Day.
- 45.4 To prove service it is sufficient to prove that:
- 45.4.1 in the case of a delivery by hand, that the notice was delivered to or left at the correct address;
 - 45.4.2 in the case of posting, that the envelope containing the notice was properly addressed and posted;
 - 45.4.3 in the case of fax that the notice was properly addressed and dispatched to the correct number.

46 No partnership or agency

46.1 Nothing in this Interim Constitution is intended to, or shall be deemed to, establish any partnership between any of the Members, nor authorise any Member to make or enter into any commitments for or on behalf of any other Member.

47 Variation

47.1 This Interim Constitution can only be varied by the passing of a Special Resolution by the Council of Members.

48 Publication

48.1 This Interim Constitution, and any variation to the Interim Constitution, shall be published on the website of [the PCT and the PCCG](#).¹⁷

ANNEX A: Terms of Reference – Duties and responsibilities delegated to the Pathfinder Committee

ANNEX B: Conflict of Interest Policy

ANNEX C: Members of Pathfinder Clinical Commissioning Groups

¹⁷ Clause 22(1) of the Bill, inserting Section 14J into the Act.

[] **PATHFINDER COMMITTEE****TERMS OF REFERENCE****1 PREAMBLE**

- 1.1 The Statutory Board of [] Primary Care Trust ["NHS "] have resolved to establish a Committee [or sub-committee – delete as appropriate] to be known as [] Pathfinder Committee as required to support them in discharge of certain of their commissioning functions.
- 1.2 These terms of reference set out how [] Pathfinder Committee shall support the Statutory Board in the exercise of those functions.

2 PRINCIPAL FUNCTION

- 2.1 The [] Pathfinder Committee (Pathfinder Committee) is a Committee of the Statutory Board of NHS []. It aligns and consolidates the governance arrangements between the Statutory Board and [] Pathfinder Clinical Commissioning Group (PCCG).
- 2.2 The [] Pathfinder Committee will operate within the strategy set by and the legal framework governing NHS []. The powers and responsibilities of [] Pathfinder Committee are set out in these Terms of Reference.
- 2.3 These terms of reference should be read in connection with NHS []'s Standing Orders, Scheme of delegation, Standing Financial Instructions and other financial procedures and form part thereof.

3 AUTHORITY

- 3.1 The Statutory Board is responsible for ensuring that NHS [] discharges its statutory duties for the commissioning of health and health care services.
- 3.2 The Chief Executive for NHS [] is the Accountable Officer in accordance with the Accountable Officer Memorandum for Chief Executives [2002].
- 3.3 The Director of Finance for NHS [] is responsible for ensuring that NHS [] meets its statutory duties for financial management.
- 3.4 The duties, functions and responsibilities delegated by the Statutory Board to the [] Pathfinder Committee are set out in the Annex.

4 PRINCIPAL RESPONSIBILITIES

- 4.1 The [] Pathfinder Committee has been established to drive forward clinical commissioning and to facilitate the delivery of the policy ambition set out in Liberating the NHS: Legislative Framework and Next Steps.
- 4.2 The [] Pathfinder Committee is charged with [supporting the safe and secure transfer of certain commissioning responsibilities from NHS [] to the Pathfinder Committee] within the extant statutory framework. This will require:

- Helping to secure leadership, capacity and capability.
- Supporting the development of [] PCCG.
- Managing resources delegated to it; and
- Ensuring that the responsibilities delegated to it are delivered.

4.3 The [] Pathfinder Committee will set out its arrangements for the effective, efficient and economic discharging of its responsibilities. These arrangements will need to be agreed with [] PCCG and to be compatible with the arrangements set out in its Interim Constitution [Appendix 1] and the Pathfinder Committee Plan and Delivery Agreement. The requirements of the plan are outlined at Appendix 2.

4.4 The Statutory Board will hold the [] Pathfinder Committee to account against this plan.

4.5 The Statutory Board remains sovereign and where the Statutory Board is not assured that the [] Pathfinder Committee is discharging its delegated duties, functions and responsibilities efficiently, effectively and economically the Statutory Board reserves the right to take back to itself any or all such duties, functions and/or responsibilities, or take such other action as it reasonably considers appropriate.

5 MEMBERSHIP

5.1 The Members of the [] Pathfinder Committee will be:

- ? member leads, appointed by the [] PCCG Executive Committee and as agreed with the PCT Board.
- ? Practice Manager from a member practice of the [] PCCG selected by the Council of Members.
- ? managers for the commissioning, contracting and finance agreed with the [] PCCG.
- Patient\Lay representatives
- ? Non-Executive Director nominated by the Statutory Board
- ? Other PCT officers/employees.

5.2 The [] Pathfinder Committee can also invite other individuals, including professional advisers, to attend meetings as may be required from time to time to provide professional advice or other input. Such individuals will not have voting rights.

5.3 The Chair and Vice Chair of the [] Pathfinder Committee shall be nominated by the Chair of the statutory body in accordance with its governance arrangements for the management of its committees.

5.4 All Pathfinder Committee members (except for those invited to attend only) will have voting rights. Decisions required as part of a meeting of the [] Pathfinder Committee will be determined by simple majority vote. Where there is not a majority then the Chair will have a second and casting vote.

5.5 The Chief Executive of NHS [] and the Director with responsibility for the development of Clinical Commissioning shall be invited to attend all meetings of the [] Pathfinder Committee. Other staff, Directors and officers of NHS [] as well as officers and members of [] PCCG may be invited to attend to advise

6 QUORUM

- 6.1 A meeting of the [] Pathfinder Committee will be quorate only when a minimum of four members are present. These four people must include at least two clinicians and a manager appointed in agreement with [] PCCG.
- 6.2 In exceptional circumstances and where agreed with the Chair, members of [] Pathfinder Committee may participate in meetings by telephone, by the use of video conferencing facilities and/or webcam where such facilities are available. Participation in a meeting in any of these manners shall be deemed to constitute presence in person at the meeting.

7 FREQUENCY

- 7.1 The [] Pathfinder Committee will routinely meet at least [?] monthly.
- 7.2 The agenda for meetings of [] Pathfinder Committee will be set by the Chair.
- 7.3 The agenda and papers for meetings of the [] Pathfinder Committee will be distributed five working days in advance of the meeting. Items for the agenda should be notified to the Chair of the [] Pathfinder Committee ten working days in advance of each meeting. The setting of agendas for and minutes of meetings should identify where discussion should be rightly recorded as being of a confidential or commercially sensitive nature.
- 7.4 An annual programme and timetable of meetings will be developed with the Chair.

8 REPORTING ARRANGEMENTS

- 8.1 The [] Pathfinder Committee shall report to the Statutory Board.
- 8.2 The Chair of the [] Pathfinder Committee or their agreed deputy, [who should ordinarily be a clinician]] will be invited to attend each meeting of the Statutory Board.
- 8.3 [] Pathfinder Committee will provide a report of its business to each meeting of the Statutory Board. The report should be written and circulated with the agendas and papers and shall set out the work of the [] Pathfinder Committee and [] PCCG. It should provide assurance to the Statutory Board on the discharge and performance of the range of delegated responsibilities of the [] Pathfinder Committee.
- 8.4 Minutes from the [] Pathfinder Committee will be formally received at the next meeting of the Statutory Board.
- 8.5 Minutes of the [] Pathfinder Committee shall also be received formally at the next meeting of the [] PCCG Executive Committee and the Council of Members.

- 8.6 The [] Pathfinder Committee will engage the assistance of the Executive Committee of [] PCCG in order to assist with the delivery by the Pathfinder Committee of the functions of the Pathfinder Committee.
- 8.7 The PCCG Executive Committee will also be requested by the Pathfinder Committee to provide clinical input to and clinical review of decisions made by the [] Pathfinder Committee.

9 SUB GROUPS

- 9.1 The [] Pathfinder Committee shall establish such sub groups to assist it with the delivery its delegated responsibilities and to progress its work as it sees fit. Such sub groups shall have no executive powers. For the avoidance of doubt the [] Pathfinder Committee shall not delegate its responsibilities further.

10 ADMINISTRATION ARRANGEMENTS

- 10.1 The [] Pathfinder Committee will be supported by [].
- 10.2 The [] Pathfinder Committee and [] PCCG will be supported by officers of NHS [] [through the GP Commissioning Development Fund](#). The arrangements are set out at Appendix 3.

11 INTERESTS

- 11.1 [] Pathfinder Committee shall hold a Register of Interests. This Register shall record all relevant and material personal or business interests within the meaning of the Policy for the Management of Conflicts of Interest [Appendix 4]. Each member of the [] Pathfinder Committee shall be under a duty to notify the [] Pathfinder Committee of any such interest. Any change to these interests should be notified to the Chair prior to each meeting of the [] Pathfinder Committee.
- 11.2 Failure to disclose an interest by a member of the [] Pathfinder Committee may result in suspension from the committee, in line with the Standards of Business Conduct for NHS staff and NHS Code of Conduct.
- 11.3 Any interest relating to a [] Pathfinder Committee agenda should be brought to the attention of the Chair in advance of the meeting or as soon as the interest becomes apparent and recorded in the minutes.
- 11.4 All members of [] Pathfinder Committee and participants in meetings of [] Pathfinder Committee shall comply with the Standards of Business Conduct for NHS staff and NHS Code of Conduct.

12 DISPUTES

- 12.1 In the event of a dispute between the [] Pathfinder Committee , [] PCCG, [] PCCG's Council of Members and employees, PCCG Executive Committee, Directors and/or officers of NHS [] shall be managed in accordance with the arrangements for dispute management [Appendix 4] which sets out arrangements for the identification, escalation and resolution of any disagreements.

12.2 Where a dispute remains unresolved it should be notified to the Chair of NHS [] who will determine resolution in line with the Disputes Procedure [Appendix 4]. Unless agreed to the contrary any such dispute will be considered by the Statutory Board at its next or specially convened meeting.

12.3 ***The decision of the PCT Chair in any matter will be final***

13 LIABILITY OF MEMBERS

13.1 NHS [] shall provide an indemnity to any member of the [] Pathfinder Committee that if any such person acts honestly and in good faith such person will not have to meet out of personal resources any personal civil liability which is incurred in the execution or purported execution of the functions of the [] Pathfinder Committee, save where they have acted recklessly.

14 DOCUMENT CONTROL

14.1 The above Terms of Reference will be considered by the Statutory Board and will be regularly reviewed at least annually.

14.2 Any changes to these Terms of Reference shall not be effective unless agreed by the Statutory Board.

Annex to PCT Pathfinder Committee Terms of Reference

DUTIES AND RESPONSIBILITIES DELEGATED TO THE PATHFINDER COMMITTEE

The Statutory Board of [NHS] has delegated the following duties and responsibilities to the [] Pathfinder Committee

- A
- B
- C
- D

Dated: *[Insert Date]*

[NOTE: The Statutory Board of NHS [] shall retain and may not delegate any statutory function that cannot be delegated by virtue of Regulation 10 of the National Health Service (Functions of Strategic Health Authorities and Primary Care Trusts and Administration Arrangements) (England) Regulations 2002.]

CONFLICT OF INTEREST POLICY

Background

- 1 This policy applies to [] Pathfinder Clinical Commissioning Group (PCCG) who adopted it on [].
- 2 It will be the subject of review and if necessary amendment on or before [2011].

Applicability

- 3 This policy applies to all Executive Committee members, members of the Council of Members and all persons working on behalf of the [] PCCG and any person working on behalf thereof, each of whom will be supplied with a copy on appointment or employment (as applicable).

Conflicts of Interest

- 4 All Executive Committee members, members of the Council of Members and all persons working on behalf of the [] PCCG are required to declare any relevant and material personal or business interests (as defined below) and any relevant and material personal or business interest of their:

- spouse;
- civil partner;
- cohabitee;
- child or parent; and/or
- sibling;

which may influence or may be perceived to influence their judgement. Examples of interests that will be deemed to be relevant and material include:

- 4.1 Membership of a Partnership (whether salaried or profit sharing) seeking to enter into contracts with the PCCG;
- 4.2 Directorships, including non-Executive Directorships held in private or public limited companies seeking to enter into contracts with the PCCG;
- 4.3 majority or controlling share holdings in private or public companies seeking to enter into contracts with the PCCG;
- 4.4 as an employee or trustee of a voluntary organisation, social enterprise or charity seeking to enter into a contract with the PCCG;
- 4.5 any interest that they (if they are registered with the General Medical Council) would be required to declare in accordance with paragraph 55 of the GMC's publication *Management for Doctors* or any successor guidance;
- 4.6 any interest that they (if they are registered with the Nursing and Midwifery Council) would be required to declare in accordance with paragraph 7 of the NMC's publication *Code of Professional Conduct* or any successor Code;

which does or might constitute a conflict of interest in relation to the specification for or award of any contract to provide goods or services by the PCCG or any of its constituent practices or the provision of goods or services to the PCCG or any of its constituent practices.

Positions of Influence

5 All Executive Committee members, members of the Council of Members and employees are required to declare any “positions of influence” they hold or are held by their:

- spouse;
- civil partner;
- cohabitee;
- child or parent; and/or
- sibling;

in other bodies which may influence or may be perceived to influence their judgement. Examples of positions of influence that will be deemed to be relevant include:

- []
- as an owner, shareholder in, employee or trustee of a provider of NHS funded health care services or social care services

which does or might constitute a position of influence in relation to:

- the specification for, or award of, any contract to provide goods or services by the PCCG or any of its constituent practices or the provision of goods or services to the PCCG or any of its constituent practices or
- any action detrimental to the interests of a member of the PCCG by an external contractual or regulatory body such as the PCT or an agent of the PCT.

6 The Chair of the PCCG will maintain a register of all:

- 6.1 relevant and material interests; and
- 6.2 positions of influence.

declared by Executive Committee members, members of the Council of Members and/or any person working on behalf of the [] PCCG together with the date that the interest was declared.

7 Where a relevant and material interest or position of influence exists in the context of the specification for or award of a contract the Executive Committee member, member of the Council of Members or any person working on behalf of the [] PCCG will be expected to:

- declare that interest;
- ensure that the interest is recorded in the register and the minutes of any meeting to discuss the contract;
- withdraw from all discussion of the specification and/or award;
- not vote in relation to the specification and/or award.

- 8 If the withdrawal of the Executive Committee member, member of the Council of Members or person working on behalf of the [] PCCG has the effect of rendering the meeting in question inquorate the Chair shall adjourn the meeting to permit the co-option of additional members.

Consequences of a Failure to Declare

- 9 Any unwitting failure to declare a relevant and material interest or position of influence and/or to record a relevant or material interest or position of influence that has been declared will not necessarily render void any decision made by the PCCG Executive Committee or its properly constituted committees or sub-committees although the PCCG will reserve the right to declare such a contract void and in any event the PCCG Executive Committee member, member of the Council of Members or person working on behalf of the [] Pathfinder Clinical Commissioning Group affected will be required to declare any benefit he or she, their spouse, civil partner, cohabitee, child or parent received under the contract in the Register of Interests maintained by the Chair of the PCCG.
- 10 The register of interests will be published in the PCT's annual report and on its website.

MEMBERS OF THE PATHFINDER CLINICAL COMMISSIONING GROUP

[] **PATHFINDER CLINICAL COMMISSIONING GROUP**
PLAN AND DELIVERY AGREEMENT

PART ONE: GENERAL

1. Statement of the arrangements agreed between the Pathfinder Clinical Commissioning Group (PCCG) and the PCT's Pathfinder Committee as to the role the PCCG will play in the discharge of the functions delegated by the PCT to the PCT's Pathfinder Committee (as described in the Terms of Reference set out at Appendix 1 Annex A) and the timescales for the establishment of such arrangements up and until 31st March 2013.
2. Commitment of the [] PCCG to work in partnership with the PCT to support the overall delivery of the ISOP, QIPP and commissioning processes. Key markers will be quality [urgent care/admissions], financial [delivery of target savings], performance [against contracted volumes]
3. A summary of how the PCCG intends to discharge its responsibilities and secure the engagement of its PCCG members [i.e. practices], particularly how it plans to manage 'risk', both clinical and financial.
4. A description of how the PCCG will work with the Local Authority in commissioning for the local population, including development of the JSNA and development of the shadow Health and Wellbeing Board.
5. Process for review of the Plan and Delivery Agreement in year and prepare an Annual Report of its activities and performance.

PART TWO: PCCG OBJECTIVES

6. Clearly articulated clinical, service and financial outcomes set out in the PCCG application with arrangements for monitoring progress and managing variances from plan. This should include budgets and set out steps that would be taken if the PCCG fails to deliver its plan.
7. A detailed Work Programme that sets out objectives, measures of success, lead clinicians and management support for each initiative set out in the pathfinder application.

PART THREE: FINANCIAL

8. A statement of the PCCG's financial control total for those budgets for which it has taken delegated responsibility for together with how the PCCG plans to manage financial risks.
9. Summary draft budget statements for the PCCG, including QIPP targets and annual financial plan as set out in the agreed local financial framework.
10. Confirmation of the arrangements for 'managing failure' as set out in the local agreements.

PART FOUR: DEVELOPMENTAL

11. A clear outline of milestones [project plan] for the development of the PCCG as an independent statutory body (i.e. to become formally established as a CCG) able to be

responsible for commissioning services by April 2013. This should include key national events and local action required to deliver.

12. An outline of the leadership, capability and capacity arrangements in place within the PCCG.
13. A summary of the arrangements in place to develop the PCCG towards becoming an independent CCG, including assessing competence against the 'Hakin Tests' and baseline diagnostic assessment of competence in order to establish a development plan.

[] **PATHFINDER CLINICAL COMMISSIONING GROUP**
DEVELOPMENT SUPPORT

1 Strategic Commitment

A statement from the PCTs/Cluster of the commitment to support the Pathfinder Clinical Commissioning Group (PCCG) in the establishment of effective clinical commissioning arrangements.

2 Development Fund

- 2.1 Clear statement of funds availability with arrangements for access.*
- 2.2 Clear expectation that this is to support clinical leadership of and involvement in commissioning.*
- 2.3 Any other support being made available to be clearly identified.*

3 Capacity and Capability

- 3.1 Identification of resources identified on page 15 of Operating Framework.*
- 3.2 Identification of other staff put at disposal of PCCG outwith assignment.*
- 3.3 Identification of schedule of staff assigned.*
- 3.4 Other staff to be shared with PCCG either through assignment process or otherwise.*

[**PATHFINDER CLINICAL COMMISSIONING GROUP**
MANAGEMENT OF DISPUTES

1 Introduction

This procedure has been drawn up in order to set out the process that will be followed by the PCT and or PCT Cluster [hereinafter referred to as PCT] and the Pathfinder Clinical Commissioning Group (PCCG) in seeking to resolve any disputes that may arise between them promptly, efficiently and in line with the relevant regulatory frameworks. For the avoidance of any doubt, as long as a dispute remains unresolved, the parties shall continue to carry out their respective obligations.

2 Principles

In resolving the dispute, all parties will undertake to adopt the principles of:

- Transparency - including clear communication, engagement of relevant stakeholders, enforcing declarations of interest;
- Objectivity – including analysis and decision making on objective information and criteria and the maintenance of an audit trail;
- Proportionality – only using the formal disputes process on matters of material importance and only using resources proportionate to the significance of the dispute;
- Non discriminatory – adopting a fair and respectful approach throughout.

Before considering referring to the disputes escalation procedure, the officers of the PCCG and the PCT involved therewith should make every reasonable effort to communicate and co-operate with each other to resolve any disputes

3 Disputes Escalation Procedure

Step 1 – Officer level [not involved in the Pathfinder Committee]

The disputed issue is clearly identified and formally raised between the appropriate senior officer of the PCCG and the PCT. Every effort is made to resolve the issue.

Timescale for resolution: 5 working days

Step 2 – Chief Executive Officer/ Senior Officer level

If the issue is not resolved at stage 1, a joint statement of the disputed issue and the precise matter(s) of dispute should be prepared and signed by both officers and sent jointly to Chief Executive of the PCT and the most senior officer of the PCCG within 5 working days. If the Senior Officers are able to find a way to resolve the dispute then their decision will be communicated to the officers and implemented.

Timescale for resolution: 5 working days

Step 3 – Chair involvement

If the issue remains unresolved at stage 2, the Chair of the PCT or nominated non executive director will become involved to ensure resolution of the issue. At this stage, the PCT Chair will decide the best process to follow to bring the dispute to a resolution. In the first instance the formal PCT Disputes Resolution Process will be referred to and a similar approach to the one set out in that policy will usually be adopted. This may include convening a panel and/or requesting further information from the parties. This stage of the process – from the Chair being informed to a decision being made – should take no longer than 10 working days.

Where in the unlikely event the Chair is not able to make a decision, he/she can refer the case for further investigation/mediation from an independent organisation.

Step 4 – the final decision

The decision of the PCT chair will be final. The Chair will write to the parties notifying them of the decision, explaining the rationale and setting out the requirements for both sides for resolving the dispute. This decision will then be implemented by all parties. The Board of the PCT should be informed of any dispute requiring the involvement of the Chair of the PCT.

4 Conclusion

A summary report outlining the nature of the dispute, the steps followed to reach resolution and the final outcome should be prepared by the PCCG and reported to the next meeting of the PCCG. Any key learning points should be identified in this report.