

Liverpool Clinical Commissioning Group

Clinical Leadership and Lay Member Remuneration Framework

In respect of the following Governing Body Roles

Elected GP Members (including Chair)
Lay Members
Secondary Care Doctor
Registered Nurse

And the following other CCG roles

GP Clinical Leads
Named GPs for Safeguarding
Practice Nurse Leads

Version Two

Date ratified by Governing Body: September 2019

Date of Review: September 2020

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Introduction

NHS Liverpool Clinical Commissioning Group (CCG) is committed to ensuring that a fair and transparent approach to remuneration is adopted for Governing Body members, Clinical Leads and Named GPs for Safeguarding. In addition, the CCG, as an NHS organisation and a public body, is covered by the HM Treasury 'Managing Public Money' handbook and has a statutory requirement to exercise its functions effectively, efficiently and economically.

This framework outlines the CCG's responsibilities and its approach to fulfilling them and is based on best human resources practice, internal audit discussions and is reflective of national arrangements for the NHS pension scheme, associated employment law and HMRC guidance.

The framework provides information on the following areas:

- National guidance
- HMRC compliance
- Remuneration principles

Policy statement

NHS Liverpool CCG's policies and guidance set out the organisation's standards and intentions and are written with the aim of being as clear and comprehensive as possible. However, the CCG operates in a dynamic and evolving work environment and attention should be paid to the spirit of the guidance as well as the letter. Policies or guidance documents by themselves cannot guarantee effective behaviour or the delivery of key objectives.

Whilst they are designed to support the CCG, and the people working within it, our success depends on continuous, high quality effort by everyone the policy covers. Therefore, consideration must be given to good practice when applying or interpreting any of the CCG's policies, and you should read any guidance or supporting documentation that relates to this document to help you do this.

Purpose and scope

For the avoidance of doubt, this policy is not applicable to employees on a Very Senior Manager (VSM) contract or those who are covered by the national terms and conditions of service (Agenda for Change). These staff fall outside of the scope of this remuneration framework.

The aim of this framework is to set out a clear, fair and transparent approach to the remuneration of non-VSM Governing Body Members and other supporting clinical engagement roles.

This Framework will be reviewed as a minimum every 12 months or as applicable to ensure that the approach remains fit for purpose in line with organisational and legislation requirements.

Roles and responsibilities

Managers

Those responsible for, or involved in, the appointment of any roles outlined in this framework must familiarise themselves with the contents of this framework and raise any questions or queries regarding its application to the human resources department prior to taking steps to recruit to these roles and enacting any decisions.

Individuals

All individuals [and Practices] to whom this Framework applies are responsible for providing all necessary information to the CCG as and when required to enable the CCG to make appropriate adjustments and ensure compliance with its obligations.

Individual GPs are responsible for providing all necessary information to the CCG on Tiered global earnings and Additional Voluntary Contributions (AVCs) as and when required enabling the CCG to calculate the correct pensionable pay and contributions.

Human Resources

The human resources team will be responsible for providing additional guidance, advice and support to managers in the application and operation of this framework.

Finance

The CCG finance team is responsible for monitoring payments made in line with guidance and budgeted amounts. The team also prepares the GP SOLO form at the end of the year for GPs to approve and work with other agencies (NHS England, Primary Care Support Services England, Payroll provider) to ensure the correct amounts have been applied. The CCG finance team also prepares the remuneration report and 'off-payroll' engagement information for Annual Report and Accounts requirements.

Governing Body

In line with the CCG's constitution, the Governing Body is responsible for determining the remuneration, fees and other allowances payable to employees or other persons providing services to the CCG and the allowances payable under any pension scheme it may establish under paragraph 11(4) of Schedule 1A of the 2006 Act, inserted by Schedule 2 of the 2012 Act.

Remuneration Committee

The Remuneration Committee is a statutory committee of the CCG that is accountable to the Governing Body for making recommendations about the remuneration, fees and other allowances for

- Very Senior Management (VSM) employees,
- Governing Body Members
- Clinical leads and
- for people / organisations (e.g. GP Practices) who provide services to the CCG and
- allowances under any pension scheme that the CCG may establish as an alternative to the NHS pension scheme.

The CCG's Remuneration Committee is responsible for ensuring the CCG adheres to this supporting framework and that any decisions that are understood to be outside this approved framework are reviewed, considered and recommended for approval by the Governing Body prior to any decisions being made.

Guidance

National Guidance

In line with the Health and Social Care Act each CCG may appoint persons to be employees or work on a contract for service basis as it considers appropriate and is able to:

- Pay its employees remuneration and travelling or other allowances in accordance with determinations made by its Governing Body; and
- Employ them on such terms and conditions as it may determine.

NHS England provided initial guidance document¹ to CCGs in respect of remuneration ranges and amounts for Accountable Officers (AO) and Chief Finance Officers (CFO).

No further specific guidance or mandate has been published since the development of this guidance which outlines specific remuneration arrangements or approaches for any other Governing Body role of Clinical Leads engaged by a CCG, however, an additional guidance document² from NHS England does outline some principles for reimbursement and remuneration for clinical Governing Body members that CCGs may wish to take into account.

Senior Remuneration

CCGs are now subject to the same controls on senior remuneration as NHS providers. Consequently, when a CCG is seeking to appoint a Clinical Chief Officer or Chief Officer who will hold the AO role, or any other senior staff member on a Very Senior Manager (VSM) contract of employment, early consideration has to be given to the level of remuneration proposed for the post.

Where the remuneration proposed is anticipated to exceed £150,000 pro rata per annum under requirements promulgated from time to time, CCGs will now require formal consent from NHS England and Ministerial approval before such role can be advertised. If the appointment does not exceed £150,000 per annum, then no further approvals are required, and the CCG Remuneration Committee can recommend the remuneration in accordance with existing guidance.

For the avoidance of doubt, all individuals who are paid under different terms based upon a sessional rate, or notional rate do not have a whole time equivalent value, therefore in relation to this framework it is not anticipated that any of the 'roles' will exceed this threshold but this will be kept under review in line with remuneration guidance.

Local Issues

¹ Clinical Commissioning Groups: Remuneration guidance for Chief Officers (where the senior manager also undertakes the accountable offer role) and Chief Finance Officers

² Clinical commissioning group governing body members: Role outlines, attributes and skills (October 2012)

Liverpool CCG was placed under 'directions' by NHS England in August 2017 (following a review by its internal auditors into governance processes and decisions taken regarding remuneration for the Governing Body members for the years ended 31 March 2014 - 31 March 2016). In order to remove the directions placed upon it, the CCG has been required to implement a number of key actions and recommendations including further independent reviews and benchmarking analysis (undertaken by Mersey Internal Audit Agency and Korn Ferry). The findings of these reports have been used to update the CCG's approach as applicable to the scope of this remuneration framework.

HMRC guidance and compliance

CCGs are expected to ensure that HMRC is content with any arrangements put in place and that all payments are made in accordance with tax and national insurance regulations and with any guidance or advice issued by the NHS England.

Off Payroll Workers

Particular consideration should be given to the impact of the IR35 legislation in respect of any off-payroll workers (OPW) engaged by the CCG in ensuring that appropriate tax and national insurance deductions are made in line with these regulations. Since 2017 the onus on deducting tax and national insurance deductions on behalf of an OPW now rests with the public sector body engaging the individual.

The approaches to remuneration outlined in this framework have been developed in accordance with current HMRC guidance and tax legislation, however, recognising the complexities associated with this area the CCG may need to take further independent and expert advice as required to ensure continued compliance with HMRC requirements.

Guidance can be found at

<https://www.gov.uk/guidance/off-payroll-working-in-the-public-sector-reform-of-intermediaries-legislation>

The CCG has an 'IR35' policy and procedure in place in order to manage its OPW obligations and this has been reflected as appropriate within this framework.

Office Holder

The general definition of an officeholder is that

- they are neither an 'employee' (a worker under a contract of employment) or perform specified activities through a contract for services.

Examples of officeholders usually include, non-executive directors, company secretaries, board members of statutory bodies or trustees of an organisation

- As an 'office holder' these arrangements therefore result in no 'contract of' service or 'contract for' service between the post holder and the CCG but will require the CCG to establish an office holder 'agreement' to clarify working arrangements.

As an 'office holder' is not considered to be an employee of the CCG, they would not normally attract any employment benefits such as, but not limited to, statutory or occupational sick pay, redundancy pay, maternity or adoption pay/leave, paternity pay/leave.

Appendix Three includes details of the CCG office holder 'agreement' in relation to these areas.

- An officeholder does not usually receive a salary or regular remuneration for their services but are sometimes paid a fee or honorarium for their services or to cover their expenses. The CCG constitution (regarding GP members) and NHS England guidance (lay members) in this area supports remuneration for CCG Governing Body Members who could be considered normally 'office holders' and such are remunerated based on agreed benchmarked rates.
- 'Office holder' remuneration received is not normally considered to be pensionable. However, in line with guidance³ issued by NHS Pensions, where an officer is a GP and the GP is a member of the NHS Pension scheme, all earnings received from the CCG are pensionable under the provisions of 'practitioner' pension scheme. This includes any earnings from undertaking the role of a GP on a Governing Body as an 'office holder'. The only exception to this is when the GP trades as a limited company; in this instance the income is not pensionable.

Contract 'of' / 'for' Service

A contract 'for' service is different to a contract 'of' service and this produces a number of distinctions in the CCG's responsibilities

A contract 'of' service can be described as a more typical 'employer' to 'employee' agreement where the employee undertakes work as an integral part of the business.

Key aspects of rights and responsibilities of status under a contract of service are

- The worker is controlled by their employer – they must perform the tasks they are instructed to by a line manager according to their job description
- The worker is expected to work at a specific place during specific hours on specific days (even flexitime has core hours)
- The worker must present themselves for work and cannot send someone else as a substitute
- Employees have statutory rights to holiday pay, sick pay, maternity and paternity rights and redundancy payments
- Employees have statutory rights regarding how their employment can be terminated
- A GP who holds a contract of service would be set up on ESR and a new Pension online record would be created. The earnings from this work are pensionable via normal employee pension scheme route. The GP may opt out of the scheme for their contract 'of' service, this would not affect any practitioner posts they hold

³ Pension Status for CCG Earnings (05/2017) (V5)

A contract 'for' service applies where a 'contract' established between two parties in a 'buyer / supplier' basis. The creation of a contract for service does not automatically create employment rights, providing the organisation maintains the treatment of the individual engaged via a contract for service in line with the contract.

The key rights, obligations and responsibilities that apply under a contract for services include:

- A requirement to supply services to the buyer according to the contract schedule's specification
- A requirement to complete the project, and any milestones, according to the contract schedule
- A requirement to provide services to the standard required by the client as agreed in the contract
- The right to be paid the rate agreed in the contract, assuming the services have been provided according to the contract's requirements
- The right to provide a substitute to complete the work specified in the contract
- The onus on the individual to 'make good' any work that is not completed to a satisfactory standard at a cost to the individual and not the organisation.

Under a Contract 'for' service arrangement, there is no statutory right to holiday pay, sick pay, maternity and paternity rights and redundancy payments.

Fair pay review principles

In addition to reflecting the guidance documents provided by NHS England this framework is based on the following key principles, which are informed by and consistent with the principles set out in the Hutton Fair Pay Review:

- Remuneration should fairly reward each individual's contribution to their organisation's success and should be sufficient to recruit, retain and motivate individuals of sufficient calibre. However, organisations should be mindful of the need to avoid paying more than is necessary in order to ensure value for money in the use of public resources;
- Remuneration must be set through a process that is based on a consistent framework and independent decision-making based on accurate assessments of the weight of roles and individuals' performance in them;
- Remuneration should be determined through a fair and transparent process via bodies that are independent of those whose pay is being set, and who are qualified or experienced in the field of remuneration. No individual should be involved in deciding his or her own pay;
- Remuneration must be based on the principle of equal pay for work of equal value.

Approach to remuneration

This section outlines the CCG's approach to the remuneration, the associated terms of engagement and/or terms and conditions of employment for each specific role. A full summary of the agreed approaches can be found at **Appendix 1** reflecting the principles as described above.

The CCG base (office) is recognised as 'The Department, 2 Renshaw Street, Liverpool, L1 2SA for travel expenses purposes.

Elected GPs on the CCG Governing Body

Role Outline

As well as sharing responsibility with the other members for all aspects of the CCG governing body business, the individuals acting on behalf of member practices will bring the unique understanding of those member practices to the discussion and decision making of the governing body as their particular contribution.

Specific attributes and competencies

- have the confidence of the member practices in the CCG, demonstrating an understanding of all of the member practices, of the issues they face and what is important to them;
- be competent, confident and willing to give an unbiased strategic clinical view on all aspects of CCG business;
- be highly regarded as a clinical leader, beyond the boundaries of a single practice or profession
- demonstrably able to think beyond their own professional viewpoint; have an in-depth understanding of a specific locality(ies) if the CCG has decided to operate in this way;
- be able to take a balanced view of the clinical and management agenda and draw on their specialist skills to add value; and
- be able to contribute a generic view from the perspective of a member practice in the CCG, whilst putting aside specific issues relating to their own practice circumstances.

Remuneration rate

The CCG has agreed a **total sessional cost rate of £320**, the rate is

inclusive of:

- Employer **and** employee pension (GP SOLO) contributions as applicable.

but **exclusive** of:

- Employer national insurance contribution (which are paid for by the CCG).

Employee contributions for taxation, national insurance and pension requirements will be adjusted at source through normal payroll mechanisms.

Time Commitment

The basis for time commitment is

- A defined number of 4-hour sessions per week for the other elected GPs with regards to the 'governance' aspect of the Governing Body role (in each of the 52.14 weeks of the financial year).
- A number of remaining sessions may be allocated for clinical leadership as required by the CCG.

To ensure consistency, all elected Governing Body Members will be asked to ensure [their CCG] diaries are open and up to date and sessional logs completed to provide supporting evidence for financial probity purposes.

Contractual status

With regards to the application of this to the CCG remuneration framework,

- the NHS Group Accounting Manual provides guidance that *“HMRC typically deem services provided directly to fulfil the role of Governing Body Member as being those of an “office holder”. For payments relating to these services, the “office holder” should typically be treated as an employee, with deduction at source through the payroll for taxation and national insurance payments”⁴*

In line with the HMRC guidance and recognising the responsibilities of assurance and oversight associated with these roles the CCG therefore considers that GPs serving on the CCG’s Governing Body are to be appointed as **‘office holders’**.

This has been confirmed as the required approach by HMRC who have placed a ‘SMART’ condition upon the CCG (in order to mitigate potential penalties payable by the organisation) which requires that

‘all advertisements and appointment letters for those persons classified as office holders will state that all payments made to them will be via payroll and that payment into a Practice, unless via Payroll, is not an option (please see below ‘mechanism for payment’)

The CCG’s Constitution states that the GP Elected Representative’s term of office is for 3 years but may stand for election for two more terms after the initial term of office. The notice period for both parties is 3 months or at the end of term.

Resettlement Grant

A resettlement grant of up to 3 months equivalent sessional payments may be awarded at the end of the tenure to support the transition back into General Practice or alternative future arrangements.

The detail will be agreed with the Chair and approved by the Remuneration Committee but will be dependent on the elected GP member relinquishing their share of their partnership arrangement with their practice in order to take up the post.

The grant would only be payable in the event of an elected member being unsuccessful in the re-election process at the end of the tenure. It would not be payable if they voluntarily resigned from the position or after the maximum period of office.

The aim of this clause is to protect the elected member in the event that hardship is suffered if they fail to be elected to serve the CCG. However, the grant is not intended to be a windfall payment.

Therefore, the level of payment made will be determined in accordance with the circumstances existing on termination of the post. Final details of any resettlement grant will be reviewed by the Remuneration Committee prior to the end of the tenure of the post once circumstances are known and on the basis of the approved approach by the Governing Body.

⁴https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/602449/F_RAB_128__09_-_Health_Manual_-_Annex_C.PDF

Any resettlement grant will be paid through CCG Payroll and will be subject to deductions for tax and national insurance.

Mechanism for payment

In order to ensure that the CCG meets its obligations in respect of HMRC / Pensions requirements and that there are no inconsistencies of approach, all elected GPs are expected to be **paid via the CCG's payroll provider** with the appropriate tax, national insurance and pension (GP SOLO) deductions made as applicable at source.

The resulting '**net**' payment can be made **either to an individual or to their nominated practice** but in both circumstances must be made via the CCG's payroll following adjustment for these deductions.

Pension (GP SOLO)

In line with guidance⁵ issued by NHS Pensions, where a GP is a member of the NHS Pension scheme, all earnings are pensionable under the provisions of 'practitioner' pension scheme unless the GP trades as a limited company. This includes any earnings from undertaking the role of a GP on a Governing Body as an 'office holder'.

In line with the 'practitioner' pension scheme rules any pension deductions are to be made using the GP SOLO methodology with individual GPs. GPs are required to provide all necessary information to the CCG (including for example tiered global earnings and details of any Additional Voluntary Contributions) to enable the correct calculation of pensionable pay and required GP SOLO contributions. For 2018/19 rates, please refer to **Appendix 2**.

The CCG is responsible for a number of aspects as per below:

- making the necessary pension contribution payments to the pension's agency on a monthly basis before the 19th of the following month. These payments are currently performed manually following the deductions being made at source.
- responsible for providing GP SOLO forms on an annual basis to GP members who are in the pension scheme, for submission in line with deadlines.

It is the individual's responsibility to inform the CCG of their individual pension arrangements, whether they are a member of the practitioner scheme and provide details of any Additional Voluntary Contributions. The Pensions Agency will not inform the CCG of any changes therefore it is imperative that the GP keeps the CCG up to date with any changes to their personal circumstances.

Annual Leave and Sickness

As an office holder rather than an employee or worker, elected GP Governing Body members would not normally receive an annual leave allowance or an entitlement to statutory sickness, maternity or paternity pay as described above.

⁵ Pension Status for CCG Earnings (05/2017) (V5)

However, the CCG recognises that members may not be available at all times due to other personal and professional commitments and it needs to strike a balance between ensuring appropriate levels of attendance with attractiveness of the clinical roles in respect of recruitment and retention to the individuals concerned.

Without an allowance, a payment system based on actual attendance would need to be utilised, creating an administrative burden for both parties and would have some inevitable consequences that may not be in the best interests of the CCG in attracting suitable candidates.

The CCG's policy would therefore be to continue to provide remuneration providing they meet above 90% of agreed time commitments on the basis of reducing admin burden and pragmatic approach to required clinical leadership within the organisation. Attendance will be monitored by the organisation during the year as part of the implementation of the remuneration framework.

The table below provides an indication of time commitments in relation to the number of sessions required to attend for full remuneration, and equivalent sessions of 'allowable absence' for other personal and professional commitments (to include periods of sickness)

Weekly Commitment	Annual Equivalent	Required Time Commitment (@90%)	Allowable absence
1 Session per week	52 sessions	46 Sessions	6 sessions
2 Sessions per week (1 day)	104 sessions	93 Sessions	11 sessions
3 Sessions per week	156 sessions	140 Sessions	16 sessions
4 Sessions per week (2 days)	208 sessions	187 Sessions	21 sessions
5 Sessions per week	260 sessions	234 Sessions	26 sessions

Should absence for personal or professional reasons exceed the allowable levels as set out in the table above for a sustained period, the CCG will retain the right to adjust remuneration accordingly to reflect attendance below the required level.

Elected GP members shall be expected to comply with the CCG's normal reporting procedures for scheduled meetings (in order to assess and manage quoracy issues as applicable), and also ensure that the CCG's Chair is aware of any absences from scheduled meetings etc.

These arrangements also apply to the clinical vice chair.

Travel expenses

The CCG has established expenses claims for non 'agenda for change' staff are to be set in line with HMRC guidance, not in excess of the 'approved rate' for reimbursement (at an equivalent of 45p per mile based on 19/20 rates) in order to simplify administration arrangements and avoid further taxation complications for relevant individuals.

Expenses should be requested in line with the Liverpool CCGs travel expenses policy and payroll timetable.

Individuals are not entitled to receive payment of 'home to office' expenses

Chair of the Governing Body

Role Outline

As well as sharing responsibility with the other members for all aspects of the CCG governing body business, the Chair of the governing body will have specific responsibility for:

- leading the governing body, ensuring it remains continuously able to discharge its duties and responsibilities as set out in the CCG's constitution;
- building and developing the CCG's governing body and its individual members; ensuring that the CCG has proper constitutional and governance arrangements in place;
- ensuring that, through the appropriate support, information and evidence, the governing body is able to discharge its duties;
- supporting the accountable officer in discharging the responsibilities of the organisation;
- contributing to the building of a shared vision of the aims, values and culture of the organisation; and
- leading and influencing clinical and organisational change to enable the CCG to deliver commissioning responsibilities.

The Chair will also have a key role in overseeing governance and particularly ensuring that the governing body and the wider CCG behaves with the utmost transparency and responsiveness at all times. They will ensure that:

- public and patients' views are heard and their expectations understood and, where appropriate, met;
- that the organisation is able to account to its local patients, stakeholders and the NHS Commissioning Board; and
- the CCG builds and maintains effective relationships, particularly with the individuals involved in overview and scrutiny from the relevant local authority/ies.

Remuneration rate

The CCG has agreed a **total sessional cost rate of £340**, the rate is

inclusive of:

- Employer **and** employee pension (GP SOLO) contributions as applicable.

but **exclusive** of:

- Employer national insurance contribution (which are paid for by the CCG).

Employee contributions for taxation, national insurance and pension requirements will be adjusted at source through normal payroll mechanisms.

Time Commitment

The basis for time commitment is

- 5 sessions per week for the chair with regards to the 'governance' aspect of the Governing Body role (in each of the 52.143 weeks of the financial year).

To ensure consistency, all elected Governing Body Members will be asked to ensure diaries are up to date and sessional logs completed to provide supporting evidence for financial probity purposes.

Contractual status

In line with the HMRC guidance and recognising the responsibilities of assurance and oversight associated with these roles the CCG therefore considers the Chair serving on the CCG's Governing Body to be an 'office holder'.

In line with the 'SMART' condition placed upon the CCG by HMRC for those persons classified as office holders all payments made to them will be via payroll.

The CCG's Constitution states that the Chair's term of office is for 3 years, but may stand for election two more terms after the initial term of office. The notice period for both parties is 3 months, or the end of term of office, whichever is sooner.

Resettlement Grant

A resettlement grant of up to 3 months equivalent sessional payments may be awarded at the end of the tenure to support the transition back into General Practice or alternative future arrangements.

The detail will be agreed with the Chief Officer and approved by the Remuneration Committee but will be dependent on the elected GP member and having to relinquish their share of their partnership arrangement with their practice in order to take up the post.

The grant would only be payable in the event of an elected member being unsuccessful in the re-election process at the end of the tenure. It would not be payable if they voluntarily resigned from the position or after the maximum period of office.

The aim of this clause is to protect the elected member in the event that hardship is suffered if they fail to be elected to serve the CCG. However, the grant is not intended to be a windfall payment.

Therefore, the level of payment made will be determined in accordance with the circumstances existing on termination of the post. Final details of any resettlement grant will be agreed by the Remuneration Committee 3 months prior to the end of the tenure of the post.

Any resettlement grant will be paid through CCG Payroll and will be subject to deductions for tax and national insurance.

Mechanism for payment

In order to ensure that the CCG meets its obligations in respect of HMRC / Pensions requirements and that there are no inconsistencies of approach, all elected GPs are expected to be **paid via the CCG's payroll provider** with the appropriate tax, national insurance and pension (GP SOLO) deductions made as applicable at source

The resulting '**net**' payment can be made **either to an individual or to their nominated practice** but in both circumstances must be made via the CCG's payroll following adjustment for these deductions.

Pension (GP SOLO)

In line with guidance⁶ issued by NHS Pensions, where a GP is a member of the NHS Pension scheme, all earnings are pensionable under the provisions of 'practitioner' pension scheme. This includes any earnings from undertaking the role of a GP on a Governing Body as an 'office holder', unless the GP trades as a limited company, in this case, the income is not pensionable.

In line with the 'practitioner' pension scheme rules any pension deductions are to be made using the GP SOLO methodology with individual GPs being responsible for providing all necessary required information to the CCG (for example tiered global earnings and AVCs as and when required) to enable the correct calculation of pensionable pay and required GP SOLO contributions. For 2018/19 rates, please refer to **Appendix 2**.

The CCG is responsible for a number of aspects as per below:

- making the necessary pension contribution payments to the pension's agency on a monthly basis before the 19th of the following month. These payments are currently performed manually following the deductions being made at source.
- responsible for providing GP SOLO forms on an annual basis to GP members who are in the pension scheme, for submission in line with deadlines.

It is the individual's responsibility to inform the CCG of their individual pension arrangements including whether they are a member of the practitioner scheme and provide details of any Added Voluntary Contributions (AVC's). The Pensions Agency will not inform the CCG of any changes therefore it is imperative that the GP keeps the CCG up to date with any changes to their personal circumstances.

Annual Leave and Sickness

As an office holder rather than an employee or worker, the Chair of the Governing Body would not normally receive an annual leave allowance or entitlement to statutory sickness, maternity pay as described above.

However, the CCG recognises that members may not be available at all times due to other personal and professional commitments and it needs to strike a balance between ensuring appropriate levels of attendance with attractiveness of the clinical roles in respect of recruitment and retention to the individuals concerned.

Without an allowance, a payment system based on actual attendance would need to be utilised, creating an administrative burden for both parties and would have some inevitable consequences that may not be in the best interests of the CCG in attracting suitable candidates.

The CCG's policy would therefore be to continue to provide remuneration providing they meet above 90% of agreed time commitments on the basis of reducing admin burden and pragmatic approach to required clinical leadership within the organisation. Attendance will be monitored by the organisation during the year as part of the implementation of the remuneration framework.

⁶ Pension Status for CCG Earnings (05/2017) (V5)

The table below provides an indication of time commitments in relation to the number of sessions required to attend for full remuneration, and equivalent sessions of 'allowable absence' for other personal and professional commitments (to include periods of sickness)

Weekly Commitment	Annual Equivalent	Required Time Commitment (@90%)	Allowable absence
5 Sessions per week	260 sessions	234 Sessions	26 sessions

Should absence for personal or professional reasons exceed the allowable levels as set out in the table above for a sustained period, the CCG will retain the right to adjust remuneration accordingly to reflect attendance below the required level.

The Chair shall be expected to comply with the CCG's normal reporting procedures for scheduled meetings (in order to assess and manage quoracy issues as applicable), and also ensure that the Chief Officer is aware of any absences from scheduled meetings etc.

Travel expenses

The CCG has established expenses claims for non 'agenda for change' staff are to be set in line with HMRC guidance, not in excess of the 'approved rate' for reimbursement (at an equivalent of 45p per mile based on 19/20 rates) in order to simplify administration arrangements and avoid further taxation complications for relevant individuals.

Individuals are not entitled to receive payment of 'home to office' expenses

Lay members on the Governing Body

Remuneration rate

The CCG's constitution determines it is required to have four lay members on the Governing Body to support the CCG in obtaining the necessary levels of assurance.

Lay member remuneration is based on an agreed range of £10,000 - £15,000 (as per findings from the NHS England Remuneration review) but based on the complexity of the local health system and an ability to attract high quality candidates to these vital governance posts, the salary level is set at a maximum of £15,000 for the 4 lay member posts at Liverpool CCG.

Lay members' time commitments are based on an equivalent of 4 working days per month (£312.50 per day), with a pro rata adjustment to equivalent salary if less than 4 days are required (for example 3 days per month would equate to an equivalent salary of £11,250per annum).

Time Commitment

The basis for time commitment is approximately 4 days per month in each financial year (with the exception of the lay member for financial management which is 3 days per month).

To ensure consistency, all Governing Body Members will be asked to ensure diaries are up to date and sessional logs completed to provide supporting evidence for financial probity purposes.

Contractual status

Recognising the statutory nature of these roles the CCG considers that Lay Members serving on the CCG's Governing Body are to be appointed as '**office holders**' thus mirroring the arrangements⁷ for non-executive directors in the NHS who hold a 'statutory' office in line with the Health and Social Care Act (2012).

The CCG's constitution states that the Lay Members term of office is for 3 or 4 years (dependent upon the role as defined in the constitution) but may serve for one further term of 3 years after the initial term of office. The notice period for both parties is 3 months.

Mechanism for payment

In order to ensure that the CCG meets its obligations in respect of HMRC requirements and so that there are no inconsistencies of approach, all lay members are expected to be **paid via the CCG's payroll provider** with the appropriate tax, national insurance deductions made as applicable at source.

Pension

As an office holder any earnings under this arrangement are considered to be non-pensionable and therefore individuals are not able to enrol in the NHS Pension (or any alternative pension scheme) for this appointment.

Annual Leave and Sickness

As an office holder rather than an employee or worker, Lay Members would not normally receive an annual leave allowance or entitlement to statutory sickness, maternity pay as described above.

However, the CCG recognises that lay members may not be available at all times due to other personal and professional commitments and it needs to strike a balance between ensuring appropriate levels of attendance with attractiveness of these roles in respect of recruitment and retention to the individuals concerned.

Without an allowance, a payment system based on actual attendance would need to be utilised, creating an administrative burden for both parties and would have some inevitable consequences that may not be in the best interests of the CCG in attracting suitable candidates.

The CCG's policy would therefore be to continue to provide remuneration providing they meet above 90% of agreed time commitments on the basis of reducing admin burden and pragmatic approach to required leadership within the organisation. Attendance will be monitored by the organisation during the year as part of the implementation of the remuneration framework.

The table below provides an indication of time commitments in relation to the number of sessions required to attend for full remuneration, and equivalent sessions of 'allowable absence' for other personal and professional commitments (to include periods of sickness)

⁷ NHS Improvement Terms and Conditions for Trust Chairs and Non-Executive Directors

Weekly Commitment	Annual Equivalent	Required Time Commitment (@90%)	Allowable absence
3 Sessions per month	36 sessions	32 Sessions	4 sessions
4 Sessions per month	48 sessions	43 Sessions	5 sessions

Should absence for personal or professional reasons exceed the allowable levels as set out in the table above for a sustained period, the CCG will retain the right to adjust remuneration accordingly to reflect attendance below the required level.

Lay members shall be expected to comply with the CCG's normal reporting procedures for scheduled meetings (in order to assess and manage quoracy issues as applicable), and also ensure that the Chair is aware of any absences from scheduled meetings etc.

Travel expenses

The CCG has established expenses claims for non 'agenda for change' staff are to be set in line with HMRC guidance, not in excess of the 'approved rate' for reimbursement (at an equivalent of 45p per mile based on 19/20 rates) in order to simplify administration arrangements and avoid further taxation complications for relevant individuals.

In addition to the rates outlined, individuals are entitled to receive payment of 'home to office' expenses and are reflective of comparative arrangements for non-executive directors in NHS trusts.

Normally, 'home to office' travelling expenses are wholly taxable but given the CCG rate is not in excess of the approved rate then this should not be factor and has the benefits to both the organisation and the individual.

Expenses should be requested in line with the Liverpool CCGs travel expenses policy and payroll timetable.

Secondary Care Doctor on the Governing Body

Role Outline

Each CCG is required to have a 'secondary care' doctor as part of its Governing Body membership.

As well as sharing responsibility with the other members for all aspects of the CCG Governing Body business, this clinical member will bring a broader view, on health and care issues to underpin the work of the CCG. In particular, they will bring to the Governing Body an understanding of patient care in the secondary care setting.

Specific attributes and competencies

- must be a medical consultant – either currently employed, or in employment at some time in the period of 10 years ending with the date of the individual's appointment to the Governing Body;
- has a high level of understanding of how care is delivered in a secondary care setting;

- be competent, confident and willing to give an independent strategic clinical view on all aspects of CCG business;
- be highly regarded as a clinical leader, preferably with experience working as a leader across more than one clinical discipline and/or specialty with a track record of collaborative working;
- be able to take a balanced view of the clinical and management agenda, and draw on their in depth understanding of secondary care to add value;
- be able to contribute a generic view from the perspective of a secondary care doctor whilst putting aside specific issues relating to their own clinical practice or their employing organisation's circumstances; and
- be able to provide an understanding of how secondary care providers work within the health system to bring appropriate insight to discussions regarding service redesign, clinical pathways and system reform.

Further points

Whilst the individual may well no longer practise medicine, they will need to demonstrate that they still have a relevant understanding of care in the secondary setting. The secondary care specialist cannot be an employee or member (including shareholder) of, or a partner in, a provider of primary medical services, or a provider with whom the CCG has made commissioning arrangements. The exceptions are where the CCG has made an arrangement with a provider, subsequent to a patient exercising choice, and where the CCG has made an arrangement with a provider in special circumstances to meet the specific needs of a patient (for example, where there is a very limited choice of provider for a highly specialised service).

Remuneration rate

NHS England guidance recommends that remuneration should be paid either:

- at a rate commensurate with their salary or as needed for replacement costs; or
- at a rate commensurate with the average rate for their profession and level of seniority.

Time Commitment

The basis for time commitment is approximately 3 days/ 6 sessions per month in each financial year.

To ensure consistency, all Governing Body Members will be asked to ensure diaries are up to date and sessional logs completed to provide supporting evidence for financial probity purposes.

Contractual status

In recognising the responsibilities of assurance and oversight associated with this role the CCG considers the Secondary Care Doctor serving on the CCG's Governing Body to be an 'office holder'

The term of office is expected to be for 3 years but may serve for one further term of 3 years after the initial term of office. The notice period for both parties is 3 months.

Mechanism for payment

Depending upon the circumstances of the individual candidate when meeting the role competencies (e.g. whether currently employed or in previous employment) this will adjust the mechanism for payment.

The CCG will make arrangement for the post holder to be paid via the CCG's payroll with the appropriate tax and national insurance deductions made at source to ensure that the CCG meets its obligations in respect of HMRC.

Pension

As an office holder any earnings under this arrangement are considered to be non-pensionable.

Annual Leave and Sickness

As an office holder rather than an employee or worker, the secondary care doctor would not normally receive an annual leave allowance or entitlement to statutory sickness, maternity pay as described above.

However, the CCG recognises that members may not be available at all times due to other personal and professional commitments and it needs to strike a balance between ensuring appropriate levels of attendance with attractiveness of the clinical roles in respect of recruitment and retention to the individuals concerned.

Without an allowance, a payment system based on actual attendance would need to be utilised, creating an administrative burden for both parties and would have some inevitable consequences that may not be in the best interests of the CCG in attracting suitable candidates.

The CCG's policy would therefore be to continue to provide remuneration providing they meet above 90% of agreed time commitments on the basis of reducing admin burden and pragmatic approach to required clinical leadership within the organisation. Attendance will be monitored by the organisation during the year as part of the implementation of the remuneration framework.

The table below provides an indication of time commitments in relation to the number of sessions required to attend for full remuneration, and equivalent sessions of 'allowable absence' for other personal and professional commitments (to include periods of sickness)

Weekly Commitment	Annual Equivalent	Required Time Commitment (@90%)	Allowable absence
3 Sessions per month	36 sessions	32 Sessions	4 sessions

Should absence for personal or professional reasons exceed the allowable levels as set out in the table above for a sustained period, the CCG will retain the right to adjust remuneration accordingly to reflect attendance below the required level.

The Secondary care doctor will be expected to comply with the CCG's normal reporting procedures for scheduled meetings (in order to assess and manage quoracy issues as applicable), and also ensure that the Chair is aware of any absences from scheduled meetings etc.

Travel expenses

The CCG has established expenses claims for non 'agenda for change' staff are to be set in line with HMRC guidance, not in excess of the 'approved rate' for reimbursement (at an equivalent of 45p per mile based on 19/20 rates) in order to simplify administration arrangements and avoid further taxation complications for relevant individuals.

In addition to the rates outlined, individuals are entitled to receive payment of 'home to office' expenses and are reflective of comparative arrangements for non-executive directors in NHS trusts.

Normally, 'home to office' travelling expenses are wholly taxable but given the CCG rate is not in excess of the approved rate then this should not be factor and has the benefits to both the organisation and the individual.

Expenses should be requested in line with the Liverpool CCGs travel expenses policy and payroll timetable.

Registered Nurse on the Governing Body

Context

The Health and Social Care Act 2012 established clinical commissioning groups (CCGs) as statutory bodies from April 2013. Debate prior to their establishment focused on how to ensure that clinicians other than GPs might be represented at senior levels. As a result, CCGs are required to have a registered nurse on the governing body to offer an alternative perspective on the delivery of health and care services locally and especially the contribution of nursing to patient care.

To provide a truly independent viewpoint, these CCG nurses were required to have no conflict of interest in relation to the CCG's responsibilities, for example through employment by a CCG member practice or local provider.

Following this, some CCGs employed an independent nurse on a part-time basis, in much the same way as a lay member.

Role Outline

Accordingly, each CCG is required to have a registered nurse as part of its Governing Body membership.

As well as sharing responsibility with the other members for all aspects of the CCG Governing Body business, as a registered nurse on the Governing Body, this person will bring a broader view, from their perspective as a registered nurse, on health and care issues to underpin the work of the CCG especially the contribution of nursing to patient care.

Specific attributes and competencies

- be a registered nurse who has developed a high level of professional expertise and knowledge;
- be competent, confident and willing to give an independent strategic clinical view on all aspects of CCG business;

- be highly regarded as a clinical leader, probably across more than one clinical discipline and/or specialty – demonstrably able to think beyond their own professional viewpoint;
- be able to take a balanced view of the clinical and management agenda and draw on their specialist skills to add value;
- be able to contribute a generic view from the perspective of a registered nurse whilst putting aside specific issues relating to their own clinical practice or employing organisation's circumstances; and
- be able to bring detailed insights from nursing and perspectives into discussions regarding service re-design, clinical pathways and system reform.

Further points

The nurse cannot be an employee or member (including shareholder) of, or a partner in, a provider of primary medical services, or a provider with whom the CCG has made commissioning arrangements. The exceptions are where the CCG has made an arrangement with a provider, subsequent to a patient exercising choice, and where the CCG has made an arrangement with a provider in special circumstances to meet the specific needs of a patient (for example, where there is a very limited choice of provider for a highly specialised service).

This is especially in relation to this particular role and does not preclude practice nurses from being members of the Governing Body in other capacities.

Remuneration rate

NHS England guidance recommends that remuneration should be paid either:

- at a rate commensurate with their salary or as needed for replacement costs; or
- at a rate commensurate with the average rate for their profession and level of seniority.

It is recognised that the CCG may choose to 'backfill' an individual from a General Practice to undertake this role and provide a fee to reimburse time afforded to the CCG. Where this arrangement is deemed suitable it is recommended that additional advice is sought from Human Resources prior to confirming any arrangements.

Time Commitment

The basis for time commitment is approximately 3 days/6 sessions per month in each financial year

To ensure consistency, all Governing Body Members will be asked to ensure diaries are up to date and sessional logs completed to provide supporting evidence for financial probity purposes.

Contractual status

The CCG considers that the registered nurse serving on the CCG's Governing Body is to be appointed as an '**office holder**'.

Mechanism for payment

The CCG will make arrangement for the post holder to be paid via the CCG's payroll with the appropriate tax and national insurance deductions made at source to ensure that the CCG meets its obligations in respect of HMRC.

Pension

As an office holder any earnings under this arrangement are considered to be non-pensionable.

Annual Leave and Sickness

As an office holder rather than an employee or a worker, the 'registered nurse' would not normally receive an annual leave allowance or entitlement to statutory sickness, maternity pay as described above.

However, the CCG recognises that members may not be available at all times due to other personal and professional commitments and it needs to strike a balance between ensuring appropriate levels of attendance with attractiveness of the clinical roles in respect of recruitment and retention to the individuals concerned.

Without an allowance, a payment system based on actual attendance would need to be utilised, creating an administrative burden for both parties and would have some inevitable consequences that may not be in the best interests of the CCG in attracting suitable candidates.

The CCG's policy would therefore be to continue to provide remuneration providing they meet above 90% of agreed time commitments on the basis of reducing admin burden and pragmatic approach to required clinical leadership within the organisation. Attendance will be monitored by the organisation during the year as part of the implementation of the remuneration framework.

The table below provides an indication of time commitments in relation to the number of sessions required to attend for full remuneration, and equivalent sessions of 'allowable absence' for other personal and professional commitments (to include periods of sickness).

Weekly Commitment	Annual Equivalent	Required Time Commitment (@90%)	Allowable absence
3 Sessions per month	36 sessions	32 Sessions	4 sessions

Should absence for personal or professional reasons exceed the allowable levels as set out in the table above for a sustained period, the CCG will retain the right to adjust remuneration accordingly to reflect attendance below the required level.

The registered nurse will be expected to comply with the CCG's normal reporting procedures for scheduled meetings (in order to assess and manage quoracy issues as applicable), and also ensure that the Chair is aware of any absences from scheduled meetings etc.

Travel expenses

The CCG has established expenses claims for non 'agenda for change' staff are to be set in line with HMRC guidance, not in excess of the 'approved rate' for reimbursement (at an equivalent of

45p per mile based on 19/20 rates) in order to simplify administration arrangements and avoid further taxation complications for relevant individuals.

In addition to the rates outlined, individuals are entitled to receive payment of 'home to office' expenses and are reflective of comparative arrangements for non-executive directors in NHS trusts.

Normally, 'home to office' travelling expenses are wholly taxable but given the CCG rate is not in excess of the approved rate then this should not be factor and has the benefits to both the organisation and the individual.

Expenses should be requested in line with the Liverpool CCGs travel expenses policy and payroll timetable.

Non-Governing Body Roles

GP Clinical Leads

Role Outline

GP Clinical Leads play a key role in the successful implementation of CCG commissioning plans, providing clinical advice and leadership to support required changes across a variety of work programmes.

These roles involve collaborative working with colleagues across the health care system, focused on whole pathways of care to facilitate required changes in practice.

CCG clinical lead roles can vary dependent upon relevant organisational need (and required delivery of operational plans) and often varying sessional commitments and 'contractual' durations, dependent upon the requirements of the work programme.

It is anticipated that there will be a need for a number of different arrangements with regards to clinical leads requirements, with a mixture of contract 'of' and 'for' agreements, dependent upon organisational needs and characteristics of each clinical advisory roles.

Characteristic	Employment Contract 'of'	Contract 'for'
Role Nature	Ongoing Support	Pathway / Project Based
No of Sessions	'all year round'	'time limited'
Substitution Allowable	No	Yes
Relationship with	Individual	GP Practice
Payment Mechanism	CCG Payroll	Invoice from 'Host' Practice

Remuneration rate

NHS England guidance recommends that remuneration should be paid either:

- at a reasonable rate, in line with practice earnings;

- at a rate commensurate with allowing backfill;
- in line with any local sessional rate as approved.

The CCG has an agreed sessional rate of £300 per session for non-governing body GP clinical roles and for the avoidance of doubt is **inclusive** of:

- equivalent 'Employer' **and** 'employee' pension contributions as applicable;
- equivalent 'Employer' **and** 'employee' national insurance contributions.

There should be no difference in sessional cost to the CCG whether the individual is engaged through a contract 'for' or 'of' agreement and accommodation will be made whether the payment is made to the individual through the CCG's payroll mechanism or to the host GP Practice.

In order to ensure the appropriate tax and national insurance deductions are being made the CCG will seek regular assurances from the GP Practice to confirm the fees paid by the CCG are being handled appropriately in line with HMRC regulations.

The rate paid to the practice is inclusive of both employer and employee pension contributions and as such it is the responsibility of the GP practice to ensure the appropriate pension deductions are made and paid forward to NHS Pensions.

Time Commitment

Clinical lead sessions per week may vary dependent upon organisational need.

Contract 'Of' Service Roles

The basis for time commitment is 52.143 weeks in each financial year

Post holders will be asked to ensure diaries are up to date in order to provide supporting evidence for financial probity purposes.

For Clinical leads who are deemed to hold a Contract 'of' Service, any salary payments received are deemed to be pensionable via the employee pension scheme and therefore not subject to practitioner total global earnings or SOLO contributions.

The clinical lead would be set up on ESR by the payroll provider and contributions would be deducted and paid over to pensions on line automatically. The Clinical Lead GP may wish to opt out of the Scheme as this would not affect any practitioner posts they hold.

For Governing Body members, who take on a Clinical Lead role, on a Contract of Service, the calculation of the £300 per session will assume that there is no further NI LEL allowance (as this will have already been utilised on the GB role) and therefore the current 13.8% Employer NI rate will be calculated in full. The CCG will assume a deduction of £36 per sessional value (excluding pension) or £32 including pension dependant if the GP has opted in or out of the employee pension scheme. For further information please see <https://www.gov.uk/government/publications/cwg2-further-guide-to-pay-and-national-insurance-contributions/2019-to-2020-employer-further-guide-to-pay-and-national-insurance-contributions--3>

Contract 'For' Service Roles

The basis for time commitment will be agreed between the CCG and the host practice, but is anticipated to be for a fixed / time limited period of time.

To ensure consistency, **all** Clinical Leads will be asked to ensure sessional logs completed and submitted to the CCG to provide supporting evidence for financial probity purposes.

Contractual status

As per the definitions above in relation to contractual status, CCG clinical lead engagements will either be considered to be on a '**contract of**' or '**contract for**' service basis due to nature of support to the CCG.

A Contract 'Of' Service agreement will result in the relationship between the CCG and an individual clinical lead under which the individual GP will be treated as an employee and be placed upon the CCG payroll. For the avoidance of any doubt the CCG does not recognise any previous employments, NHS or otherwise, as reckonable service.

The Contract 'for' Service will result in a relationship between the CCG and the 'host' general practice. The general practice will then arrange for relevant services / support to be provided from within the practice establishment and would usually be on a named basis. This enables a 'substitution' principle to apply should any individual not be available to provide the required sessional time/project commitments, the general practice can either reallocate to another individual (again with CCG approval) or the CCG can alternatively arrange another 'contract for service' with another practice in order to fulfil its requirements.

Mechanism for payment

Contract 'Of' Service

In order to ensure that the CCG meets its obligations in respect of HMRC requirements and that there are no inconsistencies in its approach, all clinical leads with a contract 'of' service are expected to be **paid via the CCG's payroll provider** with the appropriate tax, national insurance and pensions deductions made as applicable at source.

Contract 'For' Services

All contract 'for' service 'clinical lead' payments are to be paid to the host GP Practice, with the practice being responsible for the management of appropriate deductions for taxation, national insurance and pension contributions as applicable.

Any Practice engaged to provide clinical lead services must be a Liverpool GP practice within the CCG's boundary that will accept payment from the CCG.

Occasionally, the CCG may require input from other clinicians from outside the Liverpool boundary, for example the CCG sometimes uses the services of an 'Out of Area' GP Advisor (who clearly cannot be 'employed' via a Liverpool GP Practice). Whilst cases will be considered on an individual basis, all other aspects will need to remain consistent with other elements of this remuneration framework including consistent application the rate of remuneration for non-governing body roles (unless defined separately within this document)

Payment will be made via the monthly Local Enhanced Service payment mechanism on a monthly basis. This process will then allow the relevant practice to pay for locum staff to back fill positions as and when required. The practice is therefore responsible for administering any necessary pension arrangements, including Annual SOLO forms and pension contribution payments

Annual Leave and Sickness

Contract 'Of' Service Roles

'Clinical Leads' who are engaged through Contract 'of' Service basis, would receive an equivalent annual leave allowance and entitlement to statutory sickness, maternity pay in line with statutory requirements. For the avoidance of any doubt the CCG does not recognise any previous employments, NHS or otherwise, as reckonable service.

With regards to annual leave, based on an allowance of 5.6 weeks' holiday per annum full time including bank holidays (equivalent of 28 days at 2 sessions per day equally 56 sessions), pro-rated annual leave allowance is as per the below table (rounded)

1 Session per week	6 sessions (3 days pro-rated)
2 Sessions per week (1 day)	11 sessions (5.5 days pro-rated)
3 Sessions per week	17 sessions (8.5 days pro-rated)
4 Sessions per week (2 days)	22 sessions (11 days pro-rated)
5 Sessions per week	28 sessions (14 days pro-rated)

Should absence for personal or professional reasons exceed the allowable levels as set out in the table above for a sustained period, the CCG will retain the right to adjust remuneration accordingly to reflect attendance below the required level.

In order to ensure that these matters are treated fairly, consistently and in an appropriate manner, the CCG will look to mirror existing policies and procedures as established in line with recognised good 'Human Resource' practice, taking into account exceptional circumstances as appropriate. Any such matters will be managed by the Chair and Chief Officer of the CCG and reported to the organisations Human Resources Committee and Remuneration committee as appropriate.

Clinical Leads would be expected to comply with the CCG's normal leave reporting procedures in place, and also ensure that the CCG is aware of any absences from scheduled meetings etc.

Contract 'For' Service Roles

As 'Clinical Leads' who are engaged through 'host' GP Practices on a 'Contract for Service' basis, they would not receive an annual leave allowance or entitlement to statutory sickness, maternity pay as described above.

However, the CCG recognises that GP Clinical Leads may not be available at all times due to other personal and professional commitments and as such the CCG's policy would be to continue to pay fees to the Practice providing the Practice meets above 90% of agreed time commitments

Attendance will be monitored by the organisation during the year as part of the implementation of the remuneration framework.

The table below provides an indication of time commitments in relation to the number of sessions required to attend for full remuneration, and equivalent sessions of 'allowable absence' for other personal and professional commitments (to include periods of sickness)

Weekly Commitment	Annual Equivalent (based on 46 weeks per annum)	Required Time Commitment (@90%)	Allowable absence
1 Session per week	46 sessions	41 Sessions	5 sessions
2 Sessions per week (1 day)	92 sessions	83 Sessions	9 sessions
3 Sessions per week	138 sessions	124 Sessions	14 sessions
4 Sessions per week (2 days)	184 sessions	166 Sessions	18 sessions
5 Sessions per week	230 sessions	207 Sessions	23 sessions

Travel expenses

The CCG has established expenses claims for non 'agenda for change' staff are to be set in line with HMRC guidance, not in excess of the 'approved rate' for reimbursement (at an equivalent of 45p per mile based on 19/20 rates) in order to simplify administration arrangements and avoid further taxation complications for relevant individuals.

Expenses should be requested in line with the Liverpool CCGs travel expenses policy and payroll timetable.

Named GPs for Safeguarding

Specific Guidance is provided below with regards to the Named GP for Safeguarding roles as required by the CCG. All guidance relating to contract 'of' service applies but with specific application as per relevant sections below

National Guidance

NHS England's 'Safeguarding Vulnerable People in the NHS – Accountability and Assurance Framework' sets out the expectations of CCGs in this area.

In this guidance it sets out that CCGs are responsible for securing the expertise of Designated Professionals on behalf of the local health system and are required to demonstrate that they have appropriate systems in place for discharging their statutory duties in terms of safeguarding.

Named professionals within provider organisations have a key role in promoting good professional practice within their organisation, supporting the local safeguarding system and processes,

providing advice and expertise for fellow professionals, and ensuring safeguarding training is in place. Currently, many CCGs currently host named GPs, including NHS Liverpool CCG, although with the emergence of GP provider organisations, it is envisaged that the role will transfer to these organisations.

Named GPs

Named GPs/Named Professionals have a key role in promoting good professional practice, providing advice and expertise for fellow professionals, and ensuring appropriate safeguarding training is in place.

Broadly the role of the Named GP/Named Professional includes:

- Providing specific expertise on relevant issues;
- Providing supervision, expert advice and support to GPs and other primary care staff;
- Offering advice on local arrangements with provider organisations for safeguarding issues;
- Promoting, influencing and developing relevant training for GPs and their teams; and
- Providing input as a skilled professional to safeguarding processes, in line with the procedures of Local Safeguarding Boards.

Contractual status

As per definitions above regarding contract status (relating to 'of' or 'for' status), Safeguarding GPs are considered to be on a '**contract of**' service basis due to nature of support to the organisation, and the lack of 'substitution' principle that applies to these arrangements and in effect will be employees of the CCG.

Remuneration rate

The CCG has agreed an equivalent **sessional cost rate of £300 for non-governing body member roles** (equating to an employee salary of £62,400 (based on 4 sessions per week), the rate is **exclusive** of:

- Employer pension (NHS Pension Scheme) contributions as applicable (which are paid for by the CCG due to the statutory requirements of requiring the role).
- Employer national insurance contribution (which are paid for by the CCG due to the statutory requirements of requiring the role).

Pension

Named safeguarding GPs will be pensioned as officers (employees) by the CCG as contributions are not permitted to be in the practitioner's scheme for this element.

Practice Nurse Lead

Role Outline

Practice Nurse Leads play a key role in the successful implementation of CCG commissioning plans and involve collaborative working with colleagues across the health care system.

CCG clinical lead roles can vary dependent upon relevant organisational need (and required delivery of operational plans) and often varying sessional commitments and 'contractual' durations, dependent upon the requirements of the work programme.

It is anticipated that there will be a need for a number of different arrangements with regards to clinical leads requirements, with a mixture of contract 'of' and 'for' agreements, dependent upon organisational needs and characteristics of the role.

Remuneration rate

Practice Nurse Leads be paid either:

- at a rate commensurate with allowing backfill;
- in line with any local sessional rate as approved.

There should be no difference in overall sessional cost to the CCG whether the individual is engaged through a contract 'for' or 'of' agreement and accommodation will be made whether the payment is made to the individual through the CCG's payroll mechanism or to the host GP Practice.

In order to ensure the appropriate tax and national insurance deductions are being made the CCG will seek regular assurances from the GP Practice to confirm the fees paid by the CCG are being handled appropriately in line with HMRC regulations.

The rate paid to the practice is inclusive of both employer and employee pension contributions and as such it is the responsibility of the GP practice to ensure the appropriate pension deductions are made and paid forward to NHS Pensions.

Time Commitment

Sessions per week may vary dependent upon organisational need.

Contract 'Of' Service Roles

The basis for time commitment is 52.143 weeks in each financial year

Post holders will be asked to ensure diaries are up to date in order to provide supporting evidence for financial probity purposes.

The Lead will be set up on ESR by the payroll provider and pension contributions would be deducted and paid over to pensions online automatically.

Contract 'For' Service Roles

The basis for time commitment will be agreed between the CCG and the host practice, but is anticipated to be for a fixed / time limited period of time.

To ensure consistency, **all** Leads will be asked to ensure sessional logs completed and submitted to the CCG to provide supporting evidence for financial probity purposes.

Contractual status

As per the definitions above in relation to contractual status, CCG clinical lead engagements will either be considered to be on a '**contract of**' or '**contract for**' service basis due to nature of support to the CCG.

A Contract 'Of' Service agreement will result in the relationship between the CCG and an individual Lead under which the individual will be treated as an employee and be placed upon the CCG payroll. For the avoidance of any doubt the CCG does not recognise any previous employments, NHS or otherwise, as reckonable service.

The Contract 'for' Service will result in a relationship between the CCG and the 'host' general practice. The general practice will then arrange for relevant services / support to be provided from within the practice establishment and would usually be on a named basis. This enables a 'substitution' principle to apply should any individual not be available to provide the required sessional time/project commitments, the general practice can either reallocate to another individual (again with CCG approval) or the CCG can alternatively arrange another 'contract for service' with another practice in order to fulfil its requirements.

Mechanism for payment

Contract 'Of' Service

In order to ensure that the CCG meets its obligations in respect of HMRC requirements and that there are no inconsistencies in its approach, all Practice Nurse Leads with a contract 'of' service are expected to be **paid via the CCG's payroll provider** with the appropriate tax, national insurance and pensions deductions made as applicable at source.

Contract 'For' Services

All contract 'for' service 'clinical lead' payments are to be paid to the host GP Practice, with the practice being responsible for the management of appropriate deductions for taxation, national insurance and pension contributions as applicable.

Any Practice engaged to provide clinical lead services must be a Liverpool GP practice within the CCG's boundary that will accept payment from the CCG.

Appendix Seven provides a 'generic' contract for service contract that could be used in this instance

Annual Leave and Sickness

Contract 'Of' Service Roles

'Practice Nurse Leads' who are engaged through Contract 'of' Service basis, would receive an equivalent annual leave allowance and entitlement to statutory sickness, maternity pay in line with

statutory requirements. For the avoidance of any doubt the CCG does not recognise any previous employments, NHS or otherwise, as reckonable service.

With regards to annual leave, based on an allowance of 5.6 weeks' holiday per annum full time including bank holidays (equivalent of 28 days at 2 sessions per day equally 56 sessions), pro-rated annual leave allowance is as per the below table (rounded)

1 Session per week	6 sessions (3 days pro-rated)
2 Sessions per week (1 day)	11 sessions (5.5 days pro-rated)
3 Sessions per week	17 sessions (8.5 days pro-rated)
4 Sessions per week (2 days)	22 sessions (11 days pro-rated)
5 Sessions per week	28 sessions (14 days pro-rated)

Should absence for personal or professional reasons exceed the allowable levels as set out in the table above for a sustained period, the CCG will retain the right to adjust remuneration accordingly to reflect attendance below the required level.

In order to ensure that these matters are treated fairly, consistently and in an appropriate manner, the CCG will look to mirror existing policies and procedures as established in line with recognised good 'Human Resource' practice, taking into account exceptional circumstances as appropriate. Any such matters will be managed by the Chair and Chief Officer of the CCG and reported to the organisations Human Resources Committee and Remuneration committee as appropriate.

Contract 'For' Service Roles

As 'Practice Nurse Leads' who are engaged through 'host' GP Practices on a 'Contract for Service' basis, they would not receive an annual leave allowance or entitlement to statutory sickness, maternity pay as described above.

However, the CCG recognises that Clinical Leads may not be available at all times due to other personal and professional commitments and as such the CCG's policy would be to continue to pay fees to the Practice providing the Practice meets above 90% of agreed time commitments

Attendance will be monitored by the organisation during the year as part of the implementation of the remuneration framework.

The table below provides an indication of time commitments in relation to the number of sessions required to attend for full remuneration, and equivalent sessions of 'allowable absence' for other personal and professional commitments (to include periods of sickness)

Weekly Commitment	Annual Equivalent (based on 46 weeks per annum)	Required Time Commitment (@90%)	Allowable absence
1 Session per week	46 sessions	41 Sessions	5 sessions

2 Sessions per week (1 day)	92 sessions	83 Sessions	9 sessions
3 Sessions per week	138 sessions	124 Sessions	14 sessions
4 Sessions per week (2 days)	184 sessions	166 Sessions	18 sessions
5 Sessions per week	230 sessions	207 Sessions	23 sessions

Travel expenses

The CCG has established expenses claims for non 'agenda for change' staff are to be set in line with HMRC guidance, not in excess of the 'approved rate' for reimbursement (at an equivalent of 45p per mile based on 19/20 rates) in order to simplify administration arrangements and avoid further taxation complications for relevant individuals.

For the avoidance of doubt no home to office mileage shall be payable.

Expenses should be requested in line with the Liverpool CCG's travel expenses policy and payroll timetable.

Equal opportunities

In applying this policy, the CCG will have due regard for the need to eliminate unlawful discrimination, promote equality of opportunity, and provide for good relations between people of diverse groups, in particular on the grounds of the following characteristics protected by the Equality Act (2010); age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, and sexual orientation, in addition to offending background, trade union membership, or any other personal characteristic.

Framework Review

This policy will be reviewed every twelve months unless an earlier review is required. This will be led by the CCG's Remuneration Committee in conjunction with expert professional human resource and finance advice.

Associated documents

- Clinical Commissioning Groups: Remuneration guidance for Chief Officers (where the senior manager also undertakes the accountable offer role) and Chief Finance Officers.
- Clinical Commissioning Groups: HR Frequently Asked Questions (FAQs) Additional questions June 2012.
- Clinical commissioning group Governing Body members: Role outlines, attributes and skills (October 2012).
- Pension Status for CCG Earnings (05/2017) (V5).
- NHS Improvement: Terms and Conditions for NHS Trust Chairs and Non-Executive Directors.

Appendix 1 – Comparison Table

Role	Sessional Rate and time commitment	Contractual status	Payment mechanism	National Insurance Employers Responsibility	Pensionable	Home to office mileage
GPs on the Governing Body	£320 per session (Session = 4 hours)	Office holder	Payroll to individual or practice	CCG	Yes (dependent upon individual)	No
Chair of the Governing Body (GP)	£340 per session (Session = 4 hours)	Office holder	Payroll to individual or practice	CCG	Yes (dependent upon individual)	No
Lay Members on the Governing Body	£15k per annum (4 days per month)	Office holder	Payroll to individual	CCG	No	Yes
Secondary care doctor on the Governing Body	Recharge from Host Employer or Equivalent Salary	Office holder	Payroll to individual	As applicable	No	Yes
Registered nurse on the Governing Body	Recharge from Host Employer or Equivalent Salary	Office holder	Payroll to individual	As applicable	No	Yes
Clinical Leads (of)	£300 per session (Session = 4 hours)	Contract <u>of</u> service	Payroll to individual	Within sessional rate (adjusted at source by CCG)	Yes (dependent upon individual status, as officers – employees)	No
Clinical Leads (for)	£300 per session (Session = 4 hours)	Contract <u>for</u> service	Payment to practice	Within sessional rate (adjusted at GP Practice)	Yes (dependent upon individual status)	No
Safeguarding GPs	£300 per session (Session = 4 hours)	Contract <u>of</u> service	Payroll to individual	CCG	Yes (dependent upon individual status, as officers - employees)	No

Appendix 2 – GP pensionable income

In line with guidance found at: <https://www.nhsbsa.nhs.uk/member-hub/information-practitioner-locum-and-non-gp>

1995/2008 Scheme members

The rate of employee (tiered) contributions must be based on the GP's **global** NHS pensionable income, i.e. Practice + fee-based OOHs + fee-based CCG.

2015 Scheme members

If the GP is a member of the 2015 Scheme the pay that is used to set the contribution tiered rate for GP (and non-GP) Providers who start after 1 April or leave before 31 March is annualised; e.g. a GP who starts at a surgery on 01/06/2018 and earns £70,000.00 up to 31/03/2019 is subject to the 13.5% rate. ($£70,000.00 \div 304 \text{ days} \times 365 \text{ days} = \text{notional pay of } £84,046.05$).

Where a GP Provider or salaried GP is a 2015 Scheme member and has no breaks in membership but also performs SOLO work, any breaks in that SOLO work are ignored for the purpose of setting the tiered rate; i.e. the rate is based on the actual surgery and SOLO income.

	2019/20 Total or annualised GP pensionable income	2019/20 contribution rate
1	Up to £15,431.99	5%
2	£15,432.00 to £21,477.99	5.6%
3	£21, 478.00 to £26,823.99	7.1%
4	£26,824.00 to £47,845.99	9.3%
5	£47,846.00 to £70,630.99	12.5%
6	£70,631.00 to £111,376.99	13.5%
7	£111,377.00 and over	14.5%

Appendix 3 – Office Holder Agreement GP GB Member

OFFICE HOLDER AGREEMENT

TERMS OF APPOINTMENT AGREEMENT

between

NHS Liverpool Clinical Commissioning Group (CCG) of
The Department, Lewis's Building, 2 Renshaw Street, Liverpool, Merseyside L1 2SA (CCG)
and
xxxxxxxx ("the Governing Body Member") of
xxxxxxxxxxxxxxxxxxxxxxxxxxxx

These are the terms and conditions under which your appointment has been made. It is important that you read these carefully and contact the CCG should you have any queries. You should also notify the CCG if there is any change in your situation or connections during the period of your appointment.

- 1.0 **Statutory Basis for Appointment** - Governing Body Members on the Governing Body of CCGs hold a statutory office under the Health and Social Care Act 2012. It does not create any contract of service or contract for services between you and the CCG.
- 2.0 **Governing Body Role** – Governing Body Members' role descriptions are in line with the requirements of the legislative framework.
- 3.0 **Tenure of Appointment** – The duration of the appointment is for a term of three years from **[insert date]** which is the date you were appointed. However, the post is subject to the provisions for early termination contained at clauses 5 – 7 inclusive. It is determined by the Constitution of the CCG based on the requirements of the organisation.
- 4.0 **Employment Law** – The appointments are not within the jurisdiction of Employment Tribunals. Neither is there any entitlement for compensation for loss of office through employment law.
- 5.0 **Reappointments** – You may be eligible to be considered for re-election at the end of the term as outlined in the CCG Constitution.

The challenges faced by the Governing Body can change over time and to ensure that the Governing Body is equipped for its future role, the Chair and Chief Officer will take into account:

- the performance of the CCG, taking into account member practice views and NHS England performance reports
- the make-up of the Governing Body in terms of its skills and geographical representation;
- the Governing Body dynamics and effectiveness of its team working;
- any proposed or envisaged organisational change in which the CCG is involved.

6.0 **Resignation** - You may resign at any time by giving notice in writing to the Chair of the CCG. A three-month notice period is expected. Where this is not possible, the notice period should be agreed with the Chair and the Chief Officer.

7.0 **Termination of appointment** – The Constitution sets out the grounds on which your appointment may be terminated. The CCG may terminate your appointment if you do not properly comply with the requirements of the regulations with regard to pecuniary interests in matters under discussion at meetings of the CCG (e.g. a failure to disclose such an interest).

Furthermore, the CCG may terminate your appointment if the CCG consider that it is no longer in the interests of the Health Service that an appointee continues in office. The following list provides examples of matters which may give an indication to the CCG that it is no longer in the interests of the health service that an appointee continues in office. The list is not intended to be exhaustive or definitive; the Governing Body will consider each case on its merits, taking account of all relevant factors;

- If an annual appraisal or sequence of appraisals is unsatisfactory.
- If the appointee no longer enjoys the confidence of the Governing Body.
- If the appointee loses the confidence of the public or local community in a substantial way.
- If a Governing Body member appointee fails to ensure that the Governing Body monitors the performance of the CCG in an effective way.
- If the appointee fails to deliver work against pre-agreed targets incorporated within their annual objectives.
- If there is a terminal breakdown in essential relationships e.g. between appointee and the rest of the Governing Body.
- If the Governing Body Member ceases to hold the relevant qualifications or experience for which they were appointed to the role.
- If the Governing Body Member is excluded or disqualified from holding post as a member of the CCG, within the meaning of the CCG Regulations.
- In the case of the GP Governing Body Members, s/he ceases to maintain their professional registrations, memberships of performers list or other professional registration or s/he is guilty of any serious breach of the rules and regulations of any professional body whose consent is required to enable them to undertake all or any of their duties under this agreement;
- If the CCG envisages or undergoes organisational change, or merges with another organisation either as a consequence to which your appointment is no longer required or appropriate.

8.0 **Suspension of Appointment** – you can be suspended from performing your functions as a Governing Body Member while consideration is given to whether your appointment should be terminated. An initial period of suspension will not exceed 6 months although in exceptional circumstances further periods of suspension may be considered. If you are suspended, you can request in writing a review of the decision.

9.0 **Remuneration** - As a consequence of your appointment, you are entitled to be remunerated by the CCG for so long as you continue to hold office as a Governing Body Member. You are entitled to receive remuneration only in relation to the period for which you hold office. There is no entitlement to compensation for loss of office but in line with the CCG

Remuneration framework, the organisations offer a 'resettlement grant' equivalent to 3 months of equivalent arrangements (but not at the end of the maximum period)

The current remuneration is a **total sessional cost rate of £320 per 4-hour session**, the rate is

inclusive of:

- Employer **and** employee pension (GP SOLO) contributions as applicable.

but exclusive of:

- Employer national insurance contribution (which are paid for by the CCG).

Employee contributions for taxation, national insurance and pension requirements will be adjusted at source through normal payroll mechanisms

10.0 **Annual Leave and Sickness** - As an office holder rather than an employee, elected GP Governing Body members would not normally receive an annual leave allowance or entitlement to statutory sickness, maternity pay as described above.

However, the CCG recognises that members may not be available at all times due to other personal and professional commitments and as such the CCG's policy would be to continue to provide remuneration providing, they meet above 90% of agreed time commitments. Absence which exceeds the allowable levels as set out in the CCG's Remuneration Framework will be unpaid.

11.0 **Expenses** – are paid to CCG GP Governing Body Members at rates set out in the CCG's Remuneration Framework. When claiming expenses, Governing Body Members are required to certify that: -

- Travelling expenses were actually incurred on NHS business; and
- Subsistence expenses were necessarily incurred and that the periods of absence and details of meals taken were specified in the claim.
- All claims must be made through the CCG Payroll Provider

11.1 The CCG will reimburse Governing Body Members for reasonable expense claims made for business travel for work covered by your CCG work plan. You are not entitled to be reimbursed for personal travel or commuting costs to or from work.

12.0 **Time commitment** – The time commitment is **[x] sessions/ [days]** per [week/per month]. This may be during the working day or in the evening according to the requirements of the CCG. The number of sessions and times at which your duties should be carried out may be varied from time to time by the Chief Officer. You are required to ensure that [your CCG] diaries are up to date and sessional logs are completed and submitted on a monthly basis.

13.0 **Public speaking** – Governing Body members should not normally make political speeches or engage in other personal political activities relating to the work of the CCG.

14.0 **Conflict of Interest and Declaration of Interest** - CCGs are required to adopt the Codes of Conduct and Accountability, published in April 1994. The Codes require Governing Body Members to declare on appointment any business interests, position of authority in a charity or voluntary body in the field of health and social care, and any connection with bodies contracting for NHS services. These must be entered into a register which is available to the public.

14.1 Governing Body Members should also follow the CCG's Constitution, Standards of Business Conduct and Managing Conflicts of Interest and the 'seven principles of public life; set out by the Committee on Standards in Public Life (the Nolan Principles).

15.0 **Indemnity** - The CCG is empowered to indemnify you against personal liability which you may incur in certain circumstances whilst carrying out your duties for the CCG.

16.0 **Constitution** - This appointment will also be subject to any relevant provisions contained within the Constitution of the CCG. If there is any contradiction between the Constitution and these terms, the CCG Constitution will prevail.

SIGNED by

On behalf of NHS Liverpool Clinical Commissioning Group:

NAME:

DATE:

SIGNED by the Governing Body Member:

NAME:

DATE:

Appendix 4 – Office Holder Agreement for Governing Body Members (non-GP)

OFFICE HOLDER AGREEMENT

TERMS OF APPOINTMENT AGREEMENT

between

NHS Liverpool Clinical Commissioning Group (CCG) of
The Department, Lewis's Building, 2 Renshaw Street, Liverpool, Merseyside L1 2SA (CCG)
and
xxxxxxxx ("the Governing Body Member") of
xxxxxxxxxxxxxxxxxxxxxxxxxxxx

These are the terms and conditions under which your appointment has been made. It is important that you read these carefully and contact the CCG should you have any queries. You should also notify the CCG if there is any change in your situation or connections during the period of your appointment.

- 1.0 **Statutory Basis for Appointment** - Governing Body Members on the Governing Body of CCGs hold a statutory office under the Health and Social Care Act 2012. It does not create any contract of service or contract for services between you and the CCG.
- 2.0 **Governing Body Role** – Governing Body Members' role descriptions are in line with the requirements of the legislative framework.
- 3.0 **Tenure of Appointment** – The duration of the appointment is for a term of three years from **[insert date]** which is the date you were appointed. However, the post is subject to the provisions for early termination contained at clauses 5 – 7 inclusive. It is determined by the Constitution of the CCG based on the requirements of the organisation.
- 4.0 **Employment Law** – The appointments are not within the jurisdiction of Employment Tribunals. Neither is there any entitlement for compensation for loss of office through employment law.
- 5.0 **Reappointments** – You may be eligible to be considered for re-appointment at the end of the term as outlined in the CCG Constitution, but you have no right to this. The Chair and Chief Officer of the CCG will usually consider afresh the question of who should be appointed to the Governing Body.

..

The challenges faced by the Governing Body can change over time and to ensure that the Governing Body is equipped for its future role, the Chair and Chief Officer will take into account:

- the performance of the CCG, taking into account member practice views and NHS England performance reports
- the make-up of the Governing Body in terms of its skills and geographical representation;
- the Governing Body dynamics and effectiveness of its team working;
- any proposed or envisaged organisational change in which the CCG is involved.

6.0 **Resignation** - You may resign at any time by giving notice in writing to the Chair of the CCG. A three-month notice period is expected. Where this is not possible, the notice period should be agreed with the Chair and the Chief Officer.

7.0 **Termination of appointment** – The Constitution sets out the grounds on which your appointment may be terminated. The CCG may terminate your appointment if you do not properly comply with the requirements of the regulations with regard to pecuniary interests in matters under discussion at meetings of the CCG (e.g. a failure to disclose such an interest).

Furthermore, the CCG may terminate your appointment if the CCG consider that it is no longer in the interests of the Health Service that an appointee continues in office. The following list provides examples of matters which may give an indication to the CCG that it is no longer in the interests of the health service that an appointee continues in office. The list is not intended to be exhaustive or definitive; the Governing Body will consider each case on its merits, taking account of all relevant factors;

- If an annual appraisal or sequence of appraisals is unsatisfactory.
- If the appointee no longer enjoys the confidence of the Governing Body.
- If the appointee loses the confidence of the public or local community in a substantial way.
- If a Governing Body member appointee fails to ensure that the Governing Body monitors the performance of the CCG in an effective way.
- If the appointee fails to deliver work against pre-agreed targets incorporated within their annual objectives.
- If there is a terminal breakdown in essential relationships e.g. between appointee and the rest of the Governing Body.
- If the Governing Body Member ceases to hold the relevant qualifications or experience for which they were appointed to the role.
- If the Governing Body Member is excluded or disqualified from holding post as a member of the CCG, within the meaning of the CCG Regulations.
- In the case of the secondary care and registered nurse Governing Body Members, s/he ceases to maintain their professional registrations or other professional registration or s/he is guilty of any serious breach of the rules and regulations of any professional body whose consent is required to enable them to undertake all or any of their duties under this agreement;
- If the CCG envisages or undergoes organisational change, or merges with another organisation either as a consequence to which your appointment is no longer required or appropriate.

8.0 **Suspension of Appointment** – you can be suspended from performing your functions as a Governing Body Member while consideration is given to whether your appointment should be terminated. An initial period of suspension will not exceed 6 months although in exceptional circumstances further periods of suspension may be considered. If you are suspended, you can request in writing a review of the decision.

9.0 **Remuneration** - As a consequence of your appointment, you are entitled to be remunerated by the CCG for so long as you continue to hold office as a Governing Body Member. You are entitled to receive remuneration only in relation to the period for which you hold office. There is no entitlement to compensation for loss of office.

9.1 The current remuneration is £ [...../] [per day to be paid via payroll in equal monthly instalments in arrears, less appropriate PAYE and National Insurance deductions

10.0 **Annual Leave and Sickness** - As an office holder rather than an employee, Governing Body members would not normally receive an annual leave allowance or entitlement to statutory sickness, maternity pay as described above.

However, the CCG recognises that members may not be available at all times due to other personal and professional commitments and as such the CCG's policy would be to continue to provide remuneration providing, they meet above 90% of agreed time commitments. Absence which exceeds the allowable levels as set out in the CCG's Remuneration Framework will be unpaid.

11.0 **Expenses** – are paid to CCG non-GP Governing Body Members at rates set out in the CCG's Remuneration Framework.

When claiming expenses, Governing Body Members are required to certify that: -

- Travelling expenses were actually incurred on NHS business; and
- Subsistence expenses were necessarily incurred and that the periods of absence and details of meals taken were specified in the claim.
- There is no local discretion to pay at rates other than those set out in the framework
- All claims must be made through the CCG Payroll Provider

11.1 The CCG will reimburse Governing Body Members for reasonable expense claims made for business travel for work covered by your CCG work plan including personal travel or commuting costs to or from work the latter of which are taxable.

12.0 **Time commitment** – The time commitment is [x] sessions/ [days] per [week/per month]. This may be during the working day or in the evening according to the requirements of the CCG. The number of sessions and times at which your duties should be carried out may be varied from time to time by the Chief Officer. You are required to ensure that [your CCG] diaries are up to date and sessional logs are completed and submitted on a monthly basis.

13.0 **Public speaking** – Governing Body members should not normally make political speeches or engage in other personal political activities relating to the work of the CCG.

14.0 **Conflict of Interest and Declaration of Interest** - CCGs are required to adopt the Codes of Conduct and Accountability, published in April 1994. The Codes require Governing Body Members to declare on appointment any business interests, position of authority in a charity or voluntary body in the field of health and social care, and any connection with bodies contracting for NHS services. These must be entered into a register which is available to the public.

14.1 Governing Body Members should also follow the CCG's Constitution, Standards of Business Conduct and Managing Conflicts of Interest and the 'seven principles of public life; set out by the Committee on Standards in Public Life (the Nolan Principles).

15.0 **Indemnity** - The CCG is empowered to indemnify you against personal liability which you may incur in certain circumstances whilst carrying out your duties for the CCG.

16.0 **Constitution** - This appointment will also be subject to any relevant provisions contained within the Constitution of the CCG. If there is any contradiction between the Constitution and these terms, the CCG Constitution will prevail.

SIGNED by

On behalf of NHS Liverpool Clinical Commissioning Group:

NAME: _____
DATE: _____

SIGNED by the Governing Body Member: _____

NAME: _____
DATE: _____

CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is dated [DATE] and is made BETWEEN:

- **NHS Liverpool Clinical Commissioning Group (CCG)** of
The Department, Lewis's Building, 2 Renshaw Street, Liverpool, Merseyside L1 2SA (CCG)
- [NAME or PRACTICE] of [ADDRESS] ("the Practice")

WHEREAS the CCG wishes to benefit from the skills and abilities of a GP Clinical Lead and the Practice has agreed to provide the services of a GP Clinical Lead to the CCG on the following terms and conditions:

NOTE: Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

IT IS AGREED as follows:

1.0 ENGAGEMENT

- 1.1 The CCG shall engage with the Practice to provide a GP Clinical Lead who shall provide the services and act for the CCG on the terms and conditions set out in this Agreement.
- 1.2 The relationship of the Practice [and the GP Clinical Lead] to the CCG will be that of independent contractor and at no time will the Practice or the GP Clinical Lead hold himself out as being an employee or agent of the CCG. The Practice or the GP Clinical Lead shall have no right or power to contract on behalf of the CCG or bind the CCG in any way in relation to third parties unless specifically authorised to do so by the Governing Body of the CCG ("the Governing Body").

2.0 TERM

The term of engagement shall commence on (xxxxx) [and terminate on (xxxxxxx)]/and shall continue (subject to the terms of this Agreement) until terminated by either party giving to the other not less than one month's notice in writing to the other.

3.0 SERVICES

- 3.1 In providing the services to the CCG, the GP Clinical Lead shall advise the CCG and/or lead on the [insert details of specialist clinical area] and act as a member of the <<XXX Group>> [as well as – insert details of any other duties]. These services shall be carried out at the CCG's offices or at such other location or locations as may be necessary for the proper performance of the services.

- 3.2 Except at such times as the GP Clinical Lead may be prevented by illness or injury, the Lead shall devote such time, attention and skill as may be required for the proper provision of the services and shall use his best endeavours to promote the interests of the CCG.
- 3.3 The GP Practice and the GP Clinical Lead is free to carry out any other work with other organisations during times not chargeable to the CCG provided that the GP Practice and the GP Clinical Lead will not during the term of engagement undertake any additional engagements which would interfere with or preclude the performance of the services under this agreement or which may lead to a conflict of interest between the GP Clinical Lead/the Practice and the CCG.

4.0 PROFESSIONAL STATUS

At all times, the Practice warrants that the GP Clinical Lead is a person included on: -

- the list of registered medical practitioners held by the General Medical Council (GMC); and
- the general practitioner register held by the GMC; and
- the primary medical performers list held by NHS England [as well as maintaining his employment as a general practitioner.] or
- any other professional register required for the post

5.0 FEES AND ENTITLEMENTS

- 5.1 In consideration of the services, the CCG shall pay the Practice a fee at the rate of £300 per session payable in 12 monthly instalments in arrears.

Payments are made to the Practice this rate will include an allowance for payment of Employer Pension at a rate of 14.38%. It is the responsibility of the Practice to ensure that this and all other appropriate pay related employer contributions are made to the appropriate agency and that evidence of these pay overs are made to the CCG on an annual basis

- 5.2 The Practice shall render to the CCG monthly invoices in respect of its fees.
- 5.3 The Practice shall be responsible for all income tax liabilities and National Insurance or similar contributions in respect of the fees and the Practice shall indemnify the CCG in respect of any such payments required to be made by the CCG and the CCG shall be entitled to deduct the same from the fees and expenses due to the Practice.
- 5.4 No sickness benefits are payable or provided to the Practice or to the GP Clinical Lead in respect of this Agreement. Where a GP Clinical Lead is unable to provide the services, and when requested by the CCG, the Practice shall provide an alternative GP Clinical Lead to provide the services.

6.0 HOLIDAYS

As GP Clinical Lead who provide the services under this Agreement are not directly engaged by the CCG, they would not attract worker status and benefit from statutory entitlement to annual leave sickness pay, maternity pay.

However, the CCG recognises that GP Clinical Leads may not be available at all times due to other personal and professional commitments and as such the CCG's policy would be to continue to pay fees to the Practice providing the Practice meets above 90% of agreed time

commitments as set out in the CCG's Clinical Leadership and Lay Member Remuneration Framework.

7.0 LIABILITY

The Practice shall ensure that the GP Clinical Lead shall exercise all reasonable skill, care and attention in all matters and shall indemnify the CCG in respect of any and all costs, claims, liabilities and expenses incurred in respect of the GP Clinical Lead's provision, or non-provision of the services.

In order to effectively indemnify the CCG in respect of the above-mentioned potential liabilities, the Practice shall make provision for professional indemnity insurance in respect of the GP Clinical Lead's services to the CCG.

8.0 INTELLECTUAL PROPERTY RIGHTS

- 8.1 The Practice shall communicate to the CCG full details of all information which results from the provision of the services 9 including inventions or developments which are conceived by the Practice or the GP Clinical Lead during the term of this Agreement or within 6 months of its end. The Practice hereby assigns to the relevant CCG (for work done only for that CCG) by way of future assignment of copyright the copyright and other moral and proprietary rights if any for the full term therefore throughout the world in respect of all copyright works written, originated, conceived or made by them (except only those copyright works written originated, conceived or made by them wholly outside his normal working hours hereunder and wholly unconnected with his service hereunder) during the period of his employment hereunder.
- 8.2 The Practice agrees and undertakes that it will execute such deeds and documents and do all such acts and things as may be necessary or desirable to substantiate and effectuate the rights of the CCG in respect of the matters referred to above.

9.0 TERMINATION

- 9.1 The CCG shall be entitled to terminate this Agreement with immediate effect and without any payment in lieu of notice by giving notice in writing to the Practice in the event of any of the following:
- the GP Clinical Lead is guilty of serious misconduct or other conduct calculated or likely to affect prejudicially the interest of the CCG; or
 - the Practice becomes insolvent or bankrupt or enters into any composition or arrangement with or for the benefit of its creditors;
 - the CCG terminates its agreement for the provision of GP services with the Practice
 - the Practice or the GP Clinical Lead commits any material or persistent breach of any of the terms or conditions of this agreement or shall wilfully neglect or refuse to carry out any the services or to comply with any instruction given to the Practice by the CCG; or
 - the GP Clinical Lead is convicted of any offence involving any act of fraud or dishonesty.
 - the GP Clinical Lead ceases to maintain GMC registrations, membership of performers list and GP private practice (where appropriate) or other professional registration is required.
 - the GP Clinical Lead is guilty of any serious breach of the rules and regulations of any regulatory body whose consent is required to enable him to undertake all or any of his duties under this Agreement

- 9.2 Upon termination of the engagement under this Agreement the Practice shall not represent itself as being engaged by the CCG and shall ensure that the GP Clinical Lead does not represent himself as being engaged by the CCG.

10.0 CONFIDENTIALITY

- 10.1 The Practice shall at all times keep confidential all information relating to the CCG, its business, finances, affairs and projects and shall ensure that the GP Clinical Lead keeps confidential all information relating to the CCG, its business finance and affairs and projects.
- 10.2 The Practice shall ensure that the GP Clinical Lead shall, on termination of this Agreement for any reason whatever, forthwith deliver up to the CCG all tangible materials relating to the matters specified in Clause 8.1, and shall in addition, if so requested by the CCG, disclose to and inform the CCG to the fullest extent of all information, calculations, data, technology and know-how of any description known to him in any way relating to or in connection with such matters and their current state or future proposals or development to enable the same to be continued or developed to their fullest extent.

11.0 NOTICES

- 11.1 Any notice required or permitted to be given or served under this Agreement shall be in writing and may be served by either party by personal service or by post addressed to, in the case of the CCG, its registered office and in the case of the Practice, the address stated in this Agreement, or such other address as the Practice may hereafter intimate in writing to the CCG.
- 11.2 Any such notice shall be deemed to have been served at the time of delivery or, if posted, at the expiry of 48 hours after posting.

12.0 WAIVERS AND REMEDIES

- 12.1 The rights of each party under this Agreement may be exercised as often as necessary and are cumulative and not exclusive of its rights under the general law.
- 12.2 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be such in writing and signed by both parties.
- 12.3 Any delay in exercising or non-exercise of any right is not a waiver of that right.
- 12.4 Any remedy or right conferred upon the parties for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it.

13.0 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

14.0 REPRESENTATIONS

The Practice warrants and represents to the CCG that the Practice and the GP Clinical Lead is under no obligation, covenant or restriction which would or might operate to prevent or restrict the Practice or the GP Clinical Lead from providing the services under this Agreement or which may give rise to any conflict of interest between the Practice and the CCG.

15.0 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties.

16.0 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

17.0 DECLARATION OF INTEREST

All GPs /GP Practices who provide services to the CCG who have a direct interest, financial or otherwise in a private company of any description which is engaged or may be engaged in the provision of goods or services to the NHS and or a related health or social care provider must declare that interest in writing to the CCG.

SIGNED for and on behalf of the CCG

By (insert title)

DATE:

SIGNED by the Practice

DATE:

Appendix 6 – Contract ‘Of’ Service Agreement

CONTRACT OF SERVICES AGREEMENT

Contract of Employment
between

NAME: []

and

EMPLOYER: **Liverpool Clinical Commissioning Group (CCG)**

POST: **Clinical Lead**

1.0 Tenure

1.1 Your appointment will commence on **[insert date]** and terminate on **[insert date]** and shall continue subject to the terms of this agreement until terminated by either party giving to the other not less than one month’s notice in writing to the other. For the purpose of the Employment Rights Act 1996, your period of continuous service with Liverpool CCG shall commence on **[insert date]**. For the avoidance of any doubt the CCG does not recognize any previous employments as reckonable service.

2.0 Policies and Procedures

2.1 During your employment you are required to adhere to the policies and procedures of Liverpool CCG, these however do not form part of your contract of employment. Any reference in this contract to employment policies will mean those that are in force from time to time.

3.0 Duties and Performance

3.1 The duties of the Post are attached or are outlined in your Job Description and Person Specification and may be changed by mutual agreement from time to time.

3.2 As the nature of healthcare commissioning with the NHS is constantly changing it is inevitable that obligations upon you will vary and develop. Your performance will be reviewed every twelve months by **[X]** and the procedure on performance and capability that applies to this post as below.

3.3 You will adhere to the standards of conduct as articulated in the ‘Code of Conduct for NHS Managers’ and be expected to deliver faithfully and diligently your duties with integrity in the spirit of that agreement and other relevant codes of conduct.

- 3.4 You will devote such time attention and skill as may be required to deliver the requirements of this post.
- 3.5 The provisions of the “The Standards of Business Conduct for NHS Staff” apply to your Post. It is emphasised that this will be applied in respect of the acceptance of gifts and hospitality. You will keep the Governing Body fully informed and provide any explanation or information required in the spirit of the ‘Standards of Business Conduct for NHS Staff’.
- 3.6 You must at all times abide by the CCG's Standing Instructions, any relevant NHS Codes of Practice and the provisions contained in the National Health Service Trust (Membership and Procedure) Regulations 1995 (or any statutory re-enactment or modification thereof) concerning any outside business interests and/or any pecuniary interests in the CCG's contracts/proposed contracts. You must notify the Chair in writing immediately of any outside business interests whether financial, personal or otherwise and/or contracts/proposed contracts in which you have a financial interest whether direct or indirect and whether or not the interest and/or contract/proposed contract is one to which you are personally a party.
- 3.7 You are expected to adhere to and implement all lawful and reasonable instructions from the Governing Body and do your utmost to promote the interests of the organisation.
- 3.8 You must adhere fully and faithfully to the arrangements of the NHS and Liverpool CCG including all relevant policies, codes and guidelines as amended from time to time.

You must at all times maintain your status as a person included on

- the list of registered medical practitioners held by the General medical Council (GMC); and
- the general practitioner register held by the GMC; and
- the primary medical performers list held by []

4.0 Place of Work

- 4.1 You will normally carry out your duties at the CCG Headquarters, The Department, 2 Renshaw Street, Liverpool L1 2SA. You may be required to work at or from any alternative location as may be reasonably determined by Liverpool CCG.
- 4.2 You may be required to travel both within the United Kingdom and abroad as may be required for the performance of your duties. You will not be required to work abroad for more than 1 month.

5.0 Hours of Work

- 5.1 Your standard working week is [**X**] 4-hour sessions per week. However, given the seniority of your role, you may be expected to work such hours as necessary for the full performance of your duties.

6.0 Pay

- 6.1 Your salary will be £ [300] per session Your salary will be paid to you monthly in arrears at 1/12th of the annual rate and will be subject to the usual deductions for tax and national insurance.

7.0 Pension

- 7.1 This appointment is superannuable under the terms of the NHS Pension Scheme as contained in the 'NHS National Handbook of Terms and Conditions'.
- 7.2 You will be entitled to participate as a member of the NHS Pension Scheme subject to its terms and rules, which may be amended from time to time. You will be enrolled in the scheme on commencement of employment.

8.0 Expenses

- 8.1 Appropriate expenses incurred in the course of your duties will be reimbursed to you in accordance with Liverpool CCG's Travel and Expenses policy for non-agenda for change staff.

9.0 Annual Leave

- 9.1 The annual leave year runs from the 1st April to 31st March and all leave entitlement must normally be taken within the annual leave year.
- 9.2 Your annual leave entitlement is 5.6 weeks including Bank Holidays.

10.0 Sickness Absence

- 10.1 Your contract will be governed by the Sickness Absence Policy for Liverpool CCG. In addition to the requirements of this policy if you are absent from your Post for any continuous period Liverpool CCG, may, without being in breach of your contract, appoint another person to undertake the duties and fulfil your duties during your period of absence.
- 10.2 You will be entitled to statutory sick pay at the current rate.
- 10.3 You agree to submit to medical examination at such time or times and by such registered medical practitioner to ascertain medical fitness for employment or to review your level of sickness absence at any time during your employment and as Liverpool CCG may select and shall permit the disclosure of the outcome of such medical examination to Liverpool CCG.

11.0 Termination of Employment

11.1 Standard Notice

- 11.1.1 You are entitled to one month's written notice from Liverpool CCG and you may at any time terminate your employment with one month's notice or, if greater, statutory minimum notice, except in the case of summary or immediate dismissal. Liverpool CCG

may exercise its discretion to pay you in lieu of all or part of your notice period in accordance with clauses 11.3 & 11.4.

11.2 Obligations During Notice

- 11.2.1 You will continue to be bound by the terms and conditions of employment during your notice period.
- 11.2.2 The CCG may at its absolute discretion require you not to attend work or perform your duties during all or part of your notice period.

11.3 Pay in Lieu of Notice

Payment in lieu of notice, as a lump sum payment, may be made at the discretion of Liverpool CCG and with the approval of Liverpool CCG's Remuneration Committee. Liverpool CCG may at any time terminate your employment by giving notice unless the reason for termination of your employment is summary/immediate dismissal. If you have worked for part of your notice, pay in lieu of notice, as a lump sum payment, may be paid for the unexpired element of the notice period.

11.4 Summary Termination

Liverpool CCG may terminate your contract of employment with immediate effect and without compensation if you;

- 11.4.1 commit any act of gross misconduct, or repeat behaviour of misconduct or poor performance after written warning, or any other serious breach of duty; or
- 11.4.2 lose the trust and confidence of Liverpool CCG; or
- 11.4.3 are guilty of conduct that in the reasonable opinion of the Chair brings or has the potential to bring Liverpool CCG or the NHS into serious disrepute; or
- 11.4.4 are convicted of any criminal offence (excluding any offence under Road Traffic legislation in the United Kingdom or elsewhere for which you will not be sentenced or imprisoned whether immediate or suspended). It will be for the Chair/Governing Body to decide if the offence is sufficiently serious to warrant termination of the contract; or
- 11.4.5 commit any act of dishonesty including but not limited to an act of dishonesty relating to Liverpool CCG or any other part of the Health Service; or
- 11.4.6 become bankrupt or make any arrangement or composition with your creditors; or
- 11.4.7 commit any act of gross incompetence or negligence in the performance of your duties in the reasonable opinion of the

Governing Body; or

11.4.8 commit any serious or persistent breach of any of the provisions of this contract; or

cease to maintain your position on any registers mentioned in clause 3.8.

For avoidance of doubt this is not an exhaustive list of circumstances that may lead to summary dismissal.

12.0 Return of Property

Liverpool CCG may at any point during your employment or on termination of your employment require you immediately to deliver up all correspondence, documents, specifications, papers or software storage media and property belonging to Liverpool CCG which may be in your possession or under your control (including such as you may have made or prepared or have come into your possession or under your control and relate in any way to the business or affairs of Liverpool CCG and/or of any of its patients, commissioners, suppliers, agents, distributors, clients and/or customers) and you will not, without the written consent of the Governing Body, retain any copies thereof.

13.0 Suspension

Liverpool CCG reserves the right to suspend you on full pay during your employment. This power is to be read alongside Liverpool CCG's Disciplinary Procedure.

14.0 Disciplinary and Grievance

The Disciplinary and Grievance Procedures which will apply to this post are the Disciplinary and Grievance Procedure for Liverpool CCG. The Disciplinary and Grievance Procedures do not form part of this Contract of Employment.

For the avoidance of any doubt, the procedures under Maintaining High Professional Standards in the NHS do not apply to your post.

15.0 Data Protection

Data Protection Act 2018 and GDPR - Agreement to Processing Sensitive Personal Data

15.1 You hereby agree to Liverpool CCG processing any sensitive personal data as defined under the Data Protection Act 2018 and GDPR about you which you provide to the Trust or which it may acquire as a result of your employment for legal, HR, management or administrative purposes.

15.2 In particular you agree to Liverpool CCG holding and processing any sensitive personal data about you including but not limited to, as appropriate, information about:

- your physical or mental health for the purposes of monitoring sick leave and taking decisions about your fitness to work;
- your racial or ethnic origin or religious belief or similar information in order to monitor compliance with equal opportunities legislation;
- any criminal records relating to you in order to comply with legal rights and obligations.

15.3 Liverpool CCG may make such information available to third parties where it is considered appropriate or necessary to do so under Liverpool CCG's obligations, to external participants that may be engaged by Liverpool CCG to assist in disciplinary or grievance matters, organisations such as payroll services providers, regulatory authorities, potential or future employers, or governmental or quasi-governmental organisations .

16.0 Confidential Information

16.1 This clause applies to any information obtained during the course of your employment with Liverpool CCG which is confidential in nature and of value to Liverpool CCG including but not limited to patient records and details, information relating to organisation or business contracts, information relating to financial affairs, service or commercial contracts and information relating to confidential policies of Liverpool CCG and its successor organisations.

16.2 You may of course disclose confidential information for the purposes of carrying out your duties and in accordance with the GDPR and Data Protection Act 2018. However, you shall not, during the continuance of your employment or at any time after its termination for any reason, use or disclose to any person or persons whatsoever (except the proper officers of Liverpool CCG or under the authority of the Governing Body) any trade secrets or secret information or Confidential Information and you shall use your best endeavours to prevent any such use or disclosure

16.3 Disclosure of confidential information, trade secrets or secret information other than in accordance with this clause may be detrimental to the business of Liverpool CCG and other relevant organisations and may amount to gross misconduct.

16.4 You will not obtain financial advantage, directly or indirectly, from a disclosure acquired by yourself in the course of your employment. This duty of non-disclosure continues after termination of employment.

16.5 Clause 16.2 shall not apply to information disclosed pursuant to any order of any court of competent jurisdiction or any information which, except through any breach of this or any other agreement by you, is in the public domain, is required by an appropriate regulatory authority or information disclosed for the purpose of making a protected disclosure.

16.6 Any unauthorized disclosure or permitting unauthorised disclosure of information held under the Data Protection Act and/or GDPR will normally be considered a serious disciplinary offence which may result in dismissal. It may also be a criminal offence under the Data Protection Act and/or

GDPR.

17.0 Obligations on Termination of Contract

Notwithstanding the termination of your employment with Liverpool CCG you may be called upon with reasonable notice to assist Liverpool CCG in responding to or defending or pursuing or otherwise dealing with any complaint, investigation, inquiry or litigation involving Liverpool CCG and relating to matters within your knowledge. You will be entitled to be paid reasonable out of pocket expenses for this assistance.

18.0 Substitution Clause

The schedules attached to this contract or identified in this agreement are deemed to be part of it.

19.0 Form of Acceptance

You have received two copies of this document. Please sign both copies. Retain one copy for your own information and future reference.

Employee declaration: I hereby acknowledge receipt of my Contract of Employment and confirm that I accept the terms and conditions stated therein.

I understand that Liverpool CCG is entitled to dismiss me summarily if I have given false or misleading information in the application form, at interview or on the health declaration form.

Signature: _____ Date: _____

Schedules

1. **Maternity / Paternity and Adoption Leave Pay**

You will be entitled to Statutory Maternity / Paternity / Adoption Leave and Statutory Adoption / Paternity / Maternity Pay.

2. **Personal Property**

Liverpool CCG does not accept any responsibility in respect of the theft loss or damage of your personal property. You are advised to insure yourself as you consider appropriate against any such risks.

3. **Intellectual Property**

The intellectual property in any literary or other works created by you in the course of your employment which are either published and/or attributed to you, will belong to Liverpool CCG. You are required to obtain the approval of the Chair in writing prior to creating any such literary or other works.

You hereby assign and will pay to Liverpool CCG by way of future assignment or payment all and any remuneration which you may receive from the commission submission or publication of such works.

You will account to the Chair for all monies and receipts for such work and produce evidence of such payments as the Chair may reasonably require.

For the purposes of this clause "the Property" means any idea, invention, modification, improvement, process, formula, material, know-how, design, model, prototype, mark, sketch, drawing, plan or other matter.

a)

For the purposes of this clause "Intellectual Property Rights" means any right conferred by English law in respect of any patent, registered design, design right, copyright, database right, trademark, domain name, plant breeder right and semi-conductor product right together with any analogous right conferred by the law of any country other than England and Wales.

You shall promptly communicate to Liverpool CCG all Property (whether or not capable of protection by any Intellectual Property Right) which at any time during the subsistence of your employment you alone or jointly with one or more others might conceive, create, devise, produce, discover or formulate either during working hours or in the normal course of your duties or in the course of duties falling outside your normal duties but specifically assigned to you or with Liverpool CCG's materials and/or facilities which relate to the business Liverpool CCG or in which Liverpool CCG is interested.

b)

By signing this contract you agree that all right, title and interest to Property (including all rights in connection with its which arise whether before or after your employment terminates) throughout the world EXCEPT any such Property which by virtue of the Patents Act 1977 (as amended) belongs to you shall, without payment, belong to Liverpool CCG absolutely.

4. **Deductions from wages**

If at any time, you owe Liverpool CCG any monies whether pursuant to the terms of this Contract or otherwise you agree to repay any such monies forthwith upon

request including by deduction from salary or by any other method which is acceptable to Liverpool CCG. The execution of this Contract will be regarded as your written confirmation that Liverpool CCG is authorised to deduct at any time any monies which are required to repay Liverpool CCG from any salary holiday pay allowances or other monies which you may otherwise have been entitled to.

5. Freedom of Information

Liverpool CCG is bound by the Freedom of Information Act 2000. You must comply with Liverpool CCG's Freedom of Information Act Policy.

6. Equality Provision

Liverpool CCG is committed to equal opportunities. You are therefore required to comply with the Equal Opportunities and / or Dignity at Work Policies and Procedures of Liverpool CCG. In the event that you fail to comply with the relevant policies and/or commit an act of discrimination and/or harassment, on the basis of an individual's gender (including gender reassignment), race, nationality, ethnic or national origin, disability, religion, beliefs or sexual orientation, you will be subject to the Disciplinary Procedure and disciplinary action may be taken against you.

7. Whole Agreement Clause

This Contract constitutes the entire agreement and understanding between the parties and supersedes all previous contracts, agreements or arrangements, whether written or verbal, (if any) relating to your employment by Liverpool CCG which shall be deemed to have been terminated by mutual consent as from the date on which this Contract is signed by both parties.

Appendix 7 – Generic Contract for Services

CONTRACT FOR SERVICES AGREEMENT

THIS AGREEMENT is dated [DATE] and is made BETWEEN:

- **NHS Liverpool Clinical Commissioning Group (CCG)** of
The Department, Lewis's Building, 2 Renshaw Street, Liverpool, Merseyside L1 2SA (CCG)
- **[NAME or PRACTICE]** of **[ADDRESS]** ("the Practice")

WHEREAS the CCG wishes to benefit from the skills and abilities of [...insert details of role.....] and the Practice has agreed to provide the services of [insert details of role] on the following terms and conditions:

NOTE: Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

IT IS AGREED as follows:

1.0 ENGAGEMENT

- 1.1 The CCG shall engage with the Practice to provide a [role] who shall provide the services and act for the CCG on the terms and conditions set out in this Agreement.
- 1.2 The relationship of the Practice and [role] to the CCG will be that of independent contractor and at no time will the Practice or the [role] hold himself out as being an employee or agent of the CCG. The Practice or the [role] shall have no right or power to contract on behalf of the CCG or bind the CCG in any way in relation to third parties unless specifically authorised to do so by the Governing Body of the CCG ("the Governing Body").

2.0 TERM

The term of engagement shall commence on (xxxxx) [and terminate on (xxxxxxx)]/and shall continue (subject to the terms of this Agreement) until terminated by either party giving to the other not less than one month's notice in writing to the other.

3.0 SERVICES

- 3.1 In providing the services to the CCG, the [role] shall advise the CCG and/or lead/provide the [insert details of role and or services to be provided] [and act as a member of the <<XXX Group>>] [as well as – insert details of any other duties]. These services shall be carried out at the CCG's offices or at such other location or locations as may be necessary for the proper performance of the services.

- 3.2 Except at such times as the [role] may be prevented by illness or injury, he shall devote such time, attention and skill as may be required for the proper provision of the services and shall use his best endeavours to promote the interests of the CCG.
- 3.3 The GP Practice and the [role] is free to carry out any other work with other organisations during times not chargeable to the CCG provided that the GP Practice and the [role] will not during the term of engagement undertake any additional engagements which would interfere with or preclude the performance of the services under this agreement or which may lead to a conflict of interest between the [role]/the Practice and the CCG.

4.0 PROFESSIONAL STATUS

At all times, the Practice warrants that the [role] is a person included on : -

- the register of nurses and midwives held by the Nursing and Midwifery Council
- any other professional register required for the post of [role]

5.0 FEES AND ENTITLEMENTS

- 5.1 In consideration of the services, the CCG shall pay the Practice a fee at the rate of [£.....] per session payable in 12 monthly instalments in arrears.

[Payments are made to the Practice this rate will include an allowance for payment of Employer Pension at a rate of [.....%]]. It is the responsibility of the Practice to ensure that this and all other appropriate pay related employer contributions are made to the appropriate agency and that evidence of these pay overs are made to the CCG on an annual basis

- 5.2 The Practice shall render to the CCG monthly invoices in respect of its fees.
- 5.3 The Practice shall be responsible for all income tax liabilities and National Insurance or similar contributions in respect of the fees and the Practice shall indemnify the CCG in respect of any such payments required to be made by the CCG and the CCG shall be entitled to deduct the same from the fees and expenses due to the Practice.
- 5.4 No sickness benefits are payable or provided to the Practice or to [role] in respect of this Agreement. Where a [role] is unable to provide the services, and when requested by the CCG, the Practice shall provide an alternative [role] to provide the services.

6.0 HOLIDAYS

As any [role] who provide the services under this Agreement are not directly engaged by the CCG, they would not attract worker status and benefit from statutory entitlement to annual leave sickness pay, maternity pay .

However, the CCG recognises that [role] may not be available at all times due to other personal and professional commitments and as such the CCG's policy would be to continue to pay fees to the Practice providing the Practice meets above 90% of agreed time commitments as set out in the CCG's Clinical Leadership and Lay Member Remuneration Framework.

7.0 LIABILITY

The Practice shall ensure that the [role] shall exercise all reasonable skill, care and attention in all matters and shall indemnify the CCG in respect of any and all costs, claims, liabilities and expenses incurred in respect of the [role]'s provision, or non-provision of the services.

In order to effectively indemnify the CCG in respect of the above-mentioned potential liabilities, the Practice shall make provision for professional indemnity insurance in respect of the [role]'s services to the CCG.

8.0 INTELLECTUAL PROPERTY RIGHTS

8.1 The Practice shall communicate to the CCG full details of all information which results from the provision of the services including inventions or developments which are conceived by the Practice or the [role] during the term of this Agreement or within 6 months of its end. The Practice hereby assigns to the relevant CCG (for work done only for that CCG) by way of future assignment of copyright the copyright and other moral and proprietary rights if any for the full term therefore throughout the world in respect of all copyright works written, originated, conceived or made by them (except only those copyright works written, originated, conceived or made by them wholly outside his normal working hours hereunder and wholly unconnected with his service hereunder) during the period of his employment hereunder.

8.2 The Practice agrees and undertakes that it will execute such deeds and documents and do all such acts and things as may be necessary or desirable to substantiate and effectuate the rights of the CCG in respect of the matters referred to above.

9.0 TERMINATION

9.1 The CCG shall be entitled to terminate this Agreement with immediate effect and without any payment in lieu of notice by giving notice in writing to the Practice in the event of any of the following:

- the [role] is guilty of serious misconduct or other conduct calculated or likely to affect prejudicially the interest of the CCG; or
- the Practice becomes insolvent or bankrupt or enters into any composition or arrangement with or for the benefit of its creditors;
- the CCG terminates its agreement for the provision of GP services with the Practice
- the Practice or the [role] commits any material or persistent breach of any of the terms or conditions of this agreement or wilfully neglects or refuses to carry out any the services or to comply with any instruction given to the Practice by the CCG; or
- the [role] is convicted of any offence involving any act of fraud or dishonesty.
- the [role] ceases to maintain his professional registration.
- the [role] is guilty of any serious breach of the rules and regulations of any regulatory body whose consent is required to enable him to undertake all or any of his duties under this Agreement

9.2 Upon termination of the engagement under this Agreement the Practice shall not represent itself as being engaged by the CCG and shall ensure that the [role] does not represent himself as being engaged by the CCG.

10.0 CONFIDENTIALITY

- 10.1 The Practice shall at all times keep confidential all information relating to the CCG, its business, finances, affairs and projects and shall ensure that the [role] keeps confidential all information relating to the CCG, its business finance and affairs and projects.
- 10.2 The Practice shall ensure that the [role] shall, on termination of this Agreement for any reason whatever, forthwith deliver up to the CCG all tangible materials relating to the matters specified in Clause 8.1, and shall in addition, if so requested by the CCG, disclose to and inform the CCG to the fullest extent of all information, calculations, data, technology and know-how of any description known to him in any way relating to or in connection with such matters and their current state or future proposals or development to enable the same to be continued or developed to their fullest extent.

11.0 NOTICES

- 11.1 Any notice required or permitted to be given or served under this Agreement shall be in writing and may be served by either party by personal service or by post addressed to, in the case of the CCG, its registered office and in the case of the Practice, the address stated in this Agreement, or such other address as the Practice may hereafter intimate in writing to the CCG.
- 11.2 Any such notice shall be deemed to have been served at the time of delivery or, if posted, at the expiry of 48 hours after posting.

12.0 WAIVERS AND REMEDIES

- 12.1 The rights of each party under this Agreement may be exercised as often as necessary and are cumulative and not exclusive of its rights under the general law.
- 12.2 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be such in writing and signed by both parties.
- 12.3 Any delay in exercising or non-exercise of any right is not a waiver of that right.
- 12.4 Any remedy or right conferred upon the parties for breach of this Agreement shall be in addition to and without prejudice to all other rights and remedies available to it.

13.0 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable in any jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

14.0 REPRESENTATIONS

The Practice warrants and represents to the CCG that the Practice and the [role] is under no obligation, covenant or restriction which would or might operate to prevent or

restrict the Practice or the [role] from providing the services under this Agreement or which may give rise to any conflict of interest between the Practice and the CCG.

15.0 ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement between the parties relating to the subject matter of this Agreement and supersedes any previous agreement between the parties.

16.0 GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the English courts.

17.0 DECLARATION OF INTEREST

All GPs /GP Practices and/or [role] who provide services to the CCG who have a direct interest, financial or otherwise in a private company of any description which is engaged or may be engaged in the provision of goods or services to the NHS and or a related health or social care provider must declare that interest in writing to the CCG.

SIGNED for and on behalf of the CCG

By (insert title)

DATE:

SIGNED by the Practice

DATE: