



## **CONSTITUTION**

### **DEVON LOCAL OPTICAL COMMITTEE**

**Developed by the LOC Central Support Unit (LOCSU) for NHS England and the Optical Confederation**

**1 November 2016**

#### **DEFINITIONS**

1. In this Constitution unless the context otherwise requires:
  - 1.1 “the Committee” means the Local Optical Committee (LOC) recognised by NHS England under the National Health Service Act 2006 section 125(1).
  - 1.2 “local contractor” means each person (including a body corporate) who, under a General Ophthalmic Services contract entered into by him, is providing Primary Ophthalmic Services in the area for which the committee is formed, as described in the National Health Service Act 2006 section 125(2); or their nominated representative.
    - 1.2.1 “Dispensing Optician” means each GOC registered Dispensing Optician working within Devon who is performing primary ophthalmic or dispensing services in the area for which the committee is formed.
  - 1.3 “local performer” means each optometrist, or ophthalmic medical practitioner (OMP) and:
    - 1.3.1 is performing primary ophthalmic in the area for which the committee is formed and/or
    - 1.3.2 has notified NHS England that he wishes to be represented by the committee, and has not notified it that he wishes to cease to be so represented as described in section 125(3) of the National Health Service Act 2006.
  - 1.4 “NHS England” means the NHS Commissioning Board established under section 9 of the Health and Social Care Act 2012.
  - 1.5 “LOC Central Support Unit” (LOCSU) means the national support organisation for LOCs.
  - 1.6 “Clinical Commissioning Group” (CCG) means NHS organisation established by the Health and Social Care Act 2012 to organise the delivery of NHS services in England.



## **TITLE**

2. The Committee is to be known as the Devon Local Optical Committee.

## **FUNCTIONS**

3. The functions of the Committee are those prescribed in the National Health Service Act 2006. The Committee may undertake such activities as are necessary to support the prescribed functions and to respond to requests from NHS England, CCGs and other relevant commissioning bodies.

## **MEMBERSHIP**

- 4.1 The Committee shall ideally consist of at least six elected members. These can be a mixture of local contractors, local performers, OMPs and local dispensing opticians.
- 4.3 The term of office of the members of the Committee is three years. On the expiry of his term of office, a member is eligible for re-election.
- 4.4 A Chairman, Treasurer and Secretary (where a lay secretary has not been appointed) shall be elected by the committee at the first meeting following the Annual General Meeting. They shall serve for three year and be eligible for re-election. A Vice- Chairman may also be elected on the same terms.
- 4.5 The Committee may co-opt up to three members who may or may not be local contractors or local performers or OMPs or local dispensing opticians.

## **DISQUALIFICATION OR RESIGNATION OF MEMBERS**

- 5.1 An elected member of the Committee, who ceases to be a local contractor, local performer, OMP or local dispensing optician, shall vacate his place on the Committee with immediate effect. In such circumstances a casual vacancy shall be declared.
- 5.2 If a member of the Committee has been absent from three consecutive meetings of the Committee, the Committee shall declare that his seat on the Committee has been vacated, unless the Committee is satisfied that his absence was due to illness or other reasonable cause.
- 5.3 A member of the Committee may at any time resign his place on the Committee or position as an officer in writing to the Secretary or lay secretary.

## **METHOD OF FILLING CASUAL VACANCIES**

6. If, by reason of the resignation, death or disqualification of a member of the Committee, a casual vacancy is declared, the Committee may elect a person to fill the vacancy. Where the outgoing member is an elected member, the person elected to fill the vacancy must be a local contractor or local performer or OMP or local dispensing optician, as the case may be.



The member so elected shall hold office for the remainder of the term of office of the member of the Committee who has been replaced.

#### **VALIDITY OF PROCEEDINGS**

7. The proceedings of the Committee shall not be invalidated by a vacancy in its membership or by any defect in the appointment of any member of the Committee.

#### **PROCEEDINGS OF COMMITTEE**

- 8.1 The Committee shall meet at least three times a year, at such time and place as is generally agreed.
- 8.2 The officers shall give at least 21 days' notice of each meeting of the Committee to all local contractors, performers and dispensing opticians. In cases of urgency, this period of notice may be reduced to 5 days.
- 8.3 One third of the number of the members of the Committee, shall form a quorum of the Committee. Where one third is not a whole number, the quorum shall be the next whole number above one third. Where one third is only two members, the quorum shall be three members.

#### **OBSERVERS**

- 9.1 Subject to rule 9.4, any local contractor, local performer or OMP or local dispensing optician may observe the meetings of the Committee. They should request an invitation from the Secretary or appointed representative giving a minimum of ten days' notice.
- 9.2 The Committee may also invite other persons to attend its meetings (in part or in whole) as observers. Such observers may include the Chair of the Local Eye Health Network, clinical advisors and other representatives of NHS England and CCGs and other stakeholders as appropriate.
- 9.3 Observers shall normally be given meeting papers and invited to participate in the discussions; but they shall not be entitled to vote.
- 9.4 The Committee may, at its discretion, go into private session and ask observers to leave.

#### **METHODS OF COMMUNICATION**

- 10.1 Communications within the Committee and between the Committee and the local contractors, local performers, OMPs and local dispensing opticians should be in writing by email fax, post, or method of communication agreed by the committee as appropriate. It is the duty of local contractors, performers, OMPs and dispensing opticians to inform the secretary of their contact details.



- 10.2 The LOC should have a website that contractors, performers, OMPs and dispensing opticians can refer to for information.

## **FINANCE**

- 11.1 A majority of the elected members of the Committee shall, in respect of each year, determine the administrative expenses to be incurred in the performance of its functions and request NHS England to allot such sums by means of deductions from the remuneration of local contractors, pursuant to sections 125(9) to (11) of the National Health Service Act 2006.
- 11.2 The administrative expenses in 11.1 may include membership of LOCSU.
- 11.3 The Committee is also empowered to raise funds by voluntary levy for such other purposes as the Committee may approve.
- 11.4 The Committee shall arrange for its annual accounts of income and expenditure to be independently inspected by suitable person or persons and reported to the Annual General Meeting and to NHS England.

## **RECORDS**

12. Written minutes shall be kept of each meeting of the Committee and be made available for inspection to all local contractors, local performers, OMPs and dispensing opticians.

## **GENERAL MEETINGS**

- 13.1 The Committee shall arrange an Annual General Meeting of all local contractors, local performers, OMPs and local dispensing opticians within three months of the end of the Committee's financial year.
- 13.2 An Extraordinary General Meeting may be held at any time, if called either by the Committee or by at least twenty local contractors, local performers, local OMPs and/or local dispensing opticians.
- 13.3 The Secretary of the Committee shall give notice of the Annual General Meeting or an Extraordinary General Meeting at least 21 days in advance to all the local contractors, local performers, OMPs and dispensing opticians, in writing or electronically. In the case of an Extraordinary General Meeting, the Secretary of the Committee shall notify the date, time, place and purpose of the meeting to all the local contractors and local performers, in writing or electronically.
- 13.4 The business of the Annual General Meeting shall include:



- the report of the Committee's activities of the past year;
- the presentation of the inspected accounts of the past year;
- the appointment of accounts inspectors for the following year;
- the election of one third of Committee members.

#### **ELECTION OF THE COMMITTEE**

- 14.1 For the election of the Committee, the Committee shall appoint a Returning Officer to supervise the election. In the event of the person appointed as Returning Officer being unable to act, he must appoint a person, other than an elector, to act as deputy in his or her place. The Returning Officer shall not be a candidate for election to the Committee.
- 14.2 The Committee may reimburse to the Returning Officer all expenses properly incurred by him in the conduct of the election.
- 14.3 All local contractors, local performers, OMPs and local dispensing opticians shall be entitled to be present and to vote at the Annual General Meeting; or to appoint a proxy to cast their votes for them who shall be a local contractor, local performer, OMP or local dispensing optician; or to vote in advance in writing on the published resolutions and the election of the Committee.
- 14.4 In an election, no individual shall vote twice, although he or she may also act as a proxy for one or more local contractors, local performers, local OMPs or local dispensing opticians.
- 14.5 The local contractors, local performers, local OMPs and local dispensing opticians present at the Annual General Meeting may appoint a Chairman to preside over the meeting and appoint two scrutineers to assist the Returning Officer in the counting of votes.

#### **GOVERNANCE**

- 15.1 Members of the Committee shall declare any interests when standing for election and on appointment to the Committee, as well as at the start of each Committee meeting and relevant item on the agenda.
- 15.2 Members of the Committee, having an actual or potential conflict of interest in relation to an issue, shall not vote on that issue.
- 15.3 Members of the Committee as elected representatives of registered healthcare professions shall at all times behave in a professional manner and within the normal rules and expectations of commercial and professional confidentiality relating to the work of the Committee. They shall not divulge, act inappropriately upon, or use inappropriately any information obtained by virtue of their membership of the Committee or its work. They shall be demonstrably scrupulous in this regard at all times and, particularly, when they might have an actual or potential personal interest. They shall be reminded of this requirement at each meeting as appropriate. Any infringement of this requirement shall be dealt with, as the Committee judges fit and recorded in the minutes.



- 15.4 In connection with their membership of the Committee and its work, members of the Committee shall ensure transparency and equal provision of information and opportunity for all local contractors in matters relating to the commissioning and provision of local optical services.

#### **AMENDMENT OF THE CONSTITUTION**

- 16.1 The Committee may make amendments to the Constitution with the approval of no less than three quarters of the members of the Committee.
- 16.2 The Committee shall notify and provide details of any amendments to the constitution to NHS England. Such amendment(s) shall not come into force until NHS England indicates that it is content to continue to recognise the Committee after such amendment(s) come(s) into force, including by silence within six weeks.

#### **LOC PROVIDER COMPANY**

- 17.1 A Company Limited by Guarantee has been incorporated by the LOC to act on behalf of all local contractors, performers, OMP's and Dispensing Opticians in the LOC area who wish to participate when local Commissioners of community optical services wish to contract with a sole provider rather than directly with individual local contractors.