
June

2019

PRIMARY CARE NETWORK SCHEDULES

NETWORK NAME

Clinical Director:

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NB: All items highlighted may be amended and personalised to suit each individual Primary Care Network

SCHEDULE 2

MEETINGS OF CORE NETWORK PRACTICES

PRINCIPLES

In addition to the clauses as set out in the Network Contract Directed Enhanced Service Mandatory Network Agreement April 2019 (“**The Network Agreement**”) the [X] Primary Care network (“**PCN**”) hereby agrees the following additional principles of working together as a PCN:

1. DECISION MAKING AND GOVERNANCE

The [X] PCN consists of [X] number of Member(s) (“**Member(s)**”) as set out in this Network Agreement. As a result, we agree that adequate decision making processes need to be established in order for the PCN to make decisions in respect of collaborating between Members on the delivery of certain projects and services.

The PCN shall establish a PCN Committee (the “**Committee**”) which shall consist of the following:

- (i) A Representative of each PCN Member (“**Representative**”). Each Representative shall produce confirmation in writing that they have full authority of their Member(s) to act and vote in accordance with the terms of reference of that Committee. **[The Committee shall elect or appoint a Chair of the Committee from amongst its number/or the Chair of the Committee shall be the Clinical Director.]**
- (ii) The Clinical Director of the PCN **[who shall be elected or appointed in accordance with the processes set out in clause 13 of this Schedule 2].**
- (iii) A Representative of the **[federation/other organisation]**. For the avoidance of doubt, any Representative of an organisation outside the PCN **[shall/shall not]** have a vote on any decision of the Committee.

A Representative of the Committee shall act and make decisions in good faith for the ultimate benefit and in the best interests of the PCN and shall hold their position on the PCN for such time as they hold the relevant authority from their Member(s), or until they are removed from the Committee following one of the events as set out in section 3 herein.

The Committee shall be entitled to vote on the day-to-day matters that may affect the PCN and shall cover the following areas:

- Information sharing and data protection issues
- Election or appointment of a Clinical Director
- Coordination of services and delivery under any Directed Enhanced Service
- Engagement and/or deployment of staff for delivery under a DES
- Communication with the commissioner on delivery of services
- Setting up a bank account and management of funding
- Any issues which involve obtaining advice on any tax, VAT, legal or any other professional advice
- Changes in delivery of any services due to Members joining or leaving or any other event

- Dispute Resolution
- Support and assistance to any Member in need

[THE ABOVE LIST MAY BE AMENDED TO SUIT PCN REQUIREMENTS]

Any decisions of the PCN that may affect the PCN as a whole and cover the following areas shall be referred to the entire Membership of the PCN for approval. These shall include, but shall not be limited to:

- Any new Member wishing to join the PCN
- Any current Member wishing to leave PCN
- Variations to this Network Agreement
- Any change in the appointment or election of the Clinical Director
- Decisions regarding the application of any finances
- Decisions as to the engagement of any organisation outside of the PCN
- Coordination and structuring of service delivery

[THE ABOVE LIST MAY BE AMENDED AS ABOVE]

2. MEETINGS OF THE COMMITTEE

Committee meetings shall be convened **[at least once a month]** and notices, which shall include the date, time and venue, shall be sent to the Representatives via email or any other preferred agreed medium by the **[Chair/Clinical Director]**.

The quorum for a Committee decision to be taken shall be **[X] or shall be via a unanimous decision.**

In the event that a Representative cannot attend, then that Representative may send a proxy who shall be selected from the relevant Member(s).

In the event that the Clinical Director cannot attend then the Committee shall decide whether to defer the meeting until such time as the Clinical Director can be present or, may decide that the content of the meeting is such that the absence of the Clinical Director shall have no impact on any of the decisions the committee make.

The Chair/Clinical Director shall send out an agenda at least seven days before any Committee meeting of matters to be discussed together with any relevant documentation to each Representative and Member.

Each Representative on the Committee may have one vote. **[In the event that a vote of the Committee is deadlocked then the Clinical Director shall have the casting vote].**

Minutes shall be taken during each meeting and these will be circulated to all PCN Members as soon as possible after the meeting.

3. EXPELLING A COMMITTEE REPRESENTATIVE

A Committee Representative may be removed by the unanimous vote of the remaining Committee Representatives, if:

- They are incapacitated to an extent that they are unable (in the reasonable opinion of the remaining Representatives of the Committee) to perform their duties or has not adequately attended or contributed to their duties on the Committee over a period of 12 months.
- They are detained compulsorily in hospital or received into guardianship under the Mental Health Act 1983 or has a Deputy appointed under the Mental Capacity Act 2004.
- They wilfully neglect their duties under this Agreement and persistently breach their obligations as a Committee Representative.
- They do or omit to do anything that brings or could potentially bring the PCN into disrepute.
- They fail to maintain an adequate standard of performance or attendance at the Committee and fails to perform their duties as a Committee Representative.
- They are suspended from practising as a registered practitioner by any relevant professional or regulatory body, or if employed by a Member(s) is suspended by his employer.

[PLEASE ADD TO THIS LIST AS NECESSARY]

4. DECISIONS OF THE PCN

Decisions that are to be put to the Member(s) of the PCN shall be circulated at least **[1 week in advance]** together with the relevant details of the items to be decided and any relevant documentation. The Committee shall also notify the Member(s) of the date, time and venue of any meeting or, if agreed, by the Members shall notify that the voting is to be conducted electronically. **[The method of voting shall be at the discretion of the Committee, however, if the majority of the Members indicate a preference for a meeting then the Committee will make every attempt to accommodate that preference.]**

5. VOTING OF THE MEMBERS

Voting shall be conducted on the basis of **[one vote per Member on a show of hands] or [shall be weighted in accordance with each Member's list size. In the event of a deadlock, the Clinical Director shall have the casting vote, or the proposal shall be reworked and discussed amongst the Membership before being put to the vote again.]**

6. JOINING MEMBERS

We acknowledge and agree that there are minimum standard clauses set out in the Network Agreement for a member wishing to join the PCN ("**Joining Member**").

However, we hereby agree the following additional clauses:

- A Joining Member shall indicate in writing that it wishes to do so and shall submit the same to the Clinical Director.
- The Clinical Director shall submit the request to the Committee and, if agreed, a due diligence questionnaire shall be sent to the relevant Joining Member to complete and submit to the Committee within such timeframe as the Committee shall decide. The due diligence conducted shall be conducted on the basis of ascertaining whether the Joining Member is sustainable and suitable to be able to perform under any Network Agreement and able to effectively collaborate with other Members and would be a beneficial addition to the PCN.
- On the basis of the responses to the due diligence questionnaire the Committee shall put a proposal before the Members for a vote.
- If the Joining Member is accepted by the PCN then the Committee shall put the request to the commissioner for approval.
- Any Joining Member shall agree to follow the principles of the PCN and the terms of this Network Agreement including but not limited to any services or processes that are already in progress subject to the agreement of the other Members.
- There may be occasions where the commissioner may seek to oblige the PCN to accept a new member. The committee may discuss the inclusion and decide whether to impose any necessary terms or conditions on that member upon their joining.
- The Joining Member shall sign this Agreement.

7. LEAVING MEMBERS

We acknowledge and agree that there are minimum standard clauses set out in the Network Agreement for a Member wishing to leave the PCN ("**Leaving Member**").

However, we hereby agree the following additional clauses:

- A Leaving Member shall indicate in writing that it wishes to do so and shall submit the same to the Clinical Director and give a minimum of 6 months' notice.
- The Remaining Committee Representatives shall consider the request and decide whether, depending on the circumstances, 6 months' notice to leave the PCN is adequate, or whether a longer period of notice is required. Under these circumstances a vote shall be held by all Representatives of the Committee (save and except the Member requesting to leave). In the event a longer period of notice is required then the Leaving Member shall be bound by that longer notice period.
- The Remaining Committee Representatives shall decide that in the light of the Member leaving, whether this shall have an adverse effect on the delivery of services and any financial commitments, and shall be entitled in its sole discretion to set such terms and conditions as necessary and appropriate to ensure the continued viability of the PCN and any contractual arrangements and commitments it may have at the time.

In addition, the Leaving Member shall be required to:

- Make all reasonable appropriate arrangements with regard to workforce so as to alleviate any unnecessary disruption to any services.
- To pay or settle any outstanding finances due and owing to any organisation or to the PCN.

- To execute such documents or make any other arrangements as necessary and determined by the PCN to ensure the continued viability of the PCN.

[ADD ANYTHING ELSE HERE THAT YOU FEEL NECESSARY]

8. FAILURE TO COMPLY

In the event that a Leaving Member fails to complete all actions as required of it, in accordance with the Network Agreement and this Schedule, then it shall ensure that it shall complete such actions within such reasonable period of time as the Committee shall determine.

A Leaving Member shall fully indemnify the PCN for any loss, damage, expenses, claims, liabilities and any other costs, howsoever arising, whether direct or indirect, attributable to and associated with either;

- (i) the Leaving Member's failure to comply with any leaving conditions as set by the Remaining Committee and/or
- (ii) any breach of this Network Agreement or any other agreement.

9. EXPELLING A MEMBER

A Member may be expelled by the PCN under the mandatory clauses within the Network Agreement and in addition, under the circumstances set out below:

- The Member does anything that as a result of which, in the reasonable opinion of the Committee, the interests of the PCN or any individual Member of the PCN, may be seriously injured or prejudiced or significantly brought into disrepute.
- The Member is placed into special measures by CQC and/or is threatened with closure and/or termination.
- The Member fails to attend or send a Representative to attend any meeting of the Committee or any larger meeting of the PCN on at least 3 occasions during the course of 12 months.

[YOU MAY ADD TO THIS]

Any PCN Member that is removed by a Committee shall be removed on notice and under such terms and conditions as the Committee deems appropriate, having regard specifically to clause 7 herein. The Member that is being removed shall agree to abide by any such terms and shall use all best endeavours to ensure that the sustainability and viability of the PCN is maintained and shall mitigate any risks financial or otherwise in respect of the PCN.

10. DISPUTE RESOLUTION

In the event of any dispute arising within the PCN, each Member agrees to follow the dispute resolution process as follows:

The Members of the PCN shall agree that in the event of a dispute between some or all of them, they shall use all best endeavours to resolve the dispute amicably between them. Such resolution shall take place within **[7 days]** of the remaining Members being notified of the dispute. In the event the dispute

cannot be resolved amicably between them, an appeal panel shall be constituted comprising of the following Representatives:

- A Representative from both parties in dispute; and
- An independent Representative, holding a senior or managerial role in the PCN; and
- A Representative from the Local Medical Committee.

The panel shall meet within a timeframe of **[14 days]** and shall hear the dispute from both parties by way of oral and/or documentary evidence. The panel shall make its recommendations within 2 weeks of hearing the dispute and the parties to the dispute shall be informed of the decision forthwith.

Failing an amicable resolution of the dispute, the parties in dispute shall agree to resolve the dispute by way of mediation, through a single mediator, to be appointed by agreement. The costs are to be borne by the parties in dispute.

In the event that mediation still fails to resolve the dispute in question, then the parties shall agree that they shall promptly refer the dispute to an independent arbitrator of their joint choosing, whose decision shall be final and binding on the parties in dispute. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 (save for where expressly modified by the arbitrator) and the juridical seat of the arbitration shall be England. The costs of the arbitrator shall be borne equally between the parties in dispute.

In the event of the parties in dispute failing to agree on a choice of arbitrator, then the matter shall be promptly referred by the parties in dispute to the chairman of the Local Medical Committee whose decision as to the choice of arbitrator shall be final and binding on the parties in dispute.

11. INTELLECTUAL PROPERTY

For the purposes of this clause, “**Intellectual Property**” means all technology and intellectual property, regardless of form, including without limitation: published and unpublished works of authorship, including without limitation audio-visual works, collective works, computer programs, compilations, databases, derivative works, literary works, mask-works, and sound recordings; inventions and discoveries, including without limitation articles of manufacture, business methods, compositions of matter, improvements, machines, methods, and processes and new uses for any of the preceding items; words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, product designs, and product features; and information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, including without limitation algorithms, customer lists, ideas, designs, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques.

Other than the standard clauses on Intellectual Property as set out in this Agreement, we agree that in the event that two or more Members develop any product to which Intellectual Property rights attach, then the PCN shall determine at the outset, via its Committee, as to how those Intellectual Property rights shall be owned and divided.

In the event that a Member leaves the PCN then unless the Committee otherwise determines in writing, that Member shall forgo all Intellectual Property rights in any product where those rights are jointly owned by the PCN Members.

12. CONFLICTS OF INTEREST

The Clinical Director shall maintain a register of any Member interests and shall adopt a conflicts policy to determine whether any Practice Representative or any other member of the Committee (including the Clinical Director) with a relevant interest, can participate in meetings and/vote on any relevant matters.

13. ELECTION AND/OR APPOINTMENT OF A CLINICAL DIRECTOR

13.1. ELECTION PROCESS

13.1.1. ELECTORATE

The electorate for these elections comprises of the Members and voting will be conducted at Member(s) level.

13.1.2. RETURNING OFFICER

There shall be a Returning Officer for the election process who shall be independent. The Returning Officer details are as follows:

- [Name]
- [Contact details]

13.1.3. RETURNING OFFICER

The role of the Returning Officer is to oversee the election, particularly in ensuring that the election and appointment of the Clinical Director is fair and transparent. The Returning officer shall, if necessary, adjudicate on any disputes which may arise in respect of the election and process.

The decision of the Returning Officer in relation to any dispute shall be final.

13.1.4. ELECTION MECHANISM

The election mechanism to be used is 'first past the post'.

13.1.5. CASTING OF VOTES

Member(s) will receive a ballot paper on which to record their votes based on the consensus view of the Member(s).

Each Member(s) shall be entitled to one vote.

This ballot paper must be returned by email to the Returning Officer by the deadline stated on the Ballot paper in order to count as a valid vote. **Ballot papers returned after the deadline will not be counted and will be deemed invalid.**

Each Member(s) is asked to vote for a number of candidates who have been nominated. Candidates may nominate themselves. This is to be done by marking the ballot paper with an "X" against the names of the candidates whom they wish to support.

If **MORE THAN** one candidate on each ballot paper is marked with an X, or the vote is unclear, the ballot paper will be deemed to be **SPOILT** and no votes on that ballot paper will be counted.

This ballot paper must be signed by a senior GP Principal from the Member(s) to confirm that all the GPs in the Member(s) have participated in the voting process and this is a fair representation of the Member(s) vote.

The Returning Officer will send reminders to Member(s)s as the deadline for the return of the ballot papers approaches.

The Returning Officer may, on the last day of the open voting, contact Member(s)s who have not yet voted to check that ballot papers have not gone astray due to any technical issues. As Member(s)s are entitled to abstain from voting and not submit a ballot paper, any such contact should not be regarded as a request to vote.

Please note that it is incumbent on Member(s)s to provide the relevant and appropriate contact details to the Returning Officer so that correspondence is sent correctly.

13.1.6. ELECTION

The candidate with the highest total number of votes who has not been eliminated will be elected to the position of Clinical Director.

13.1.7. ANNOUNCEMENT OF RESULTS

Only the Returning Officer can announce the results of the election. This will be done as soon as possible by email no later than one week following the close of the election ballot.

13.2. APPOINTMENT OF A CLINICAL DIRECTOR

The **[X]** Primary Care Network has set out the following process for the appointment of a Clinical Director.

13.2.1. Applications will be invited by sending the relevant application form to Member(s)s setting out the criteria and specification for the role of the Primary Care Network with information as to the date and time for the return of those applications. Applications received after the closing date will not be considered.

13.2.2. The criteria/specification for the role will be set out in an Annex appended to the application form and any candidate wishing to be considered for the role shall ensure that they meet the appropriate conditions and qualifications, can demonstrate that they have a good knowledge of what the role entails and understand what would be expected of them in fulfilling the requirements of supporting the Primary Care Network.

13.2.3. Applications shall be considered by a selection panel made up of 5 individuals as follows:

- 3 representatives of Member(s)s
- 1 director/Chief Executive of the **[federation]**
- A representative of the Local Medical Committee

- 13.2.4. The panel shall convene on a set date where applications will be opened, considered and assessed based on the agreed criteria/specification.
- 13.2.5. The panel shall agree a suitable candidate and the decision of the panel shall be final.
- 13.2.6. The name of the candidate shall be communicated to Member(s)s no later than **[48 hours]** after the decision has been made.

SCHEDULE 3

ACTIVITIES

1. SERVICE DELIVERY

The Committee shall decide on the level, coordination and configuration of any services to be delivered.

The Committee in making the decision shall have regard to the following:

- The ability of each Member to deliver any service
- Whether any Member opts out of delivering any service
- The expertise and workforce required for delivery
- Utilisation of any funding in an optimum manner to deliver any service
- Monitoring and assessing the delivery of any service

[YOU MAY ADD TO THIS LIST]

2. PERFORMANCE

The Committee shall convene at such times as necessary to receive reports from Members involved in the delivery of any service to monitor the service and to ensure the service meets and continues to meet the requirements (whether contractual or otherwise) of any Directed Enhanced Service (“DES”) or any other contractual arrangement.

A Member shall immediately report any issue of concern in relation to the delivery of any service to the Clinical Director (who shall raise this with the Committee). This may include but shall not be limited to any matter which may reasonably give rise to a breach of any DES, or which may impact on any service delivery related to any DES.

In the event that a Member is or may be subject to any change within their respective practice, the effect of which would significantly impact on the provision of any service, then the Member shall inform the Clinical Director immediately, who shall inform the Committee.

The Committee shall use all best endeavours to engage with and support any Member in the performance of any service and shall create a remedial or support plan to assist that Member. The costs of such plan or remedial action shall be met out of funding provided to the Member for the service.

In the event that any service delivery must be reconfigured due to a Member failing to deliver, this decision shall be taken by the Committee (save that the failing Member shall not be entitled to vote at such meeting), provided always that the Committee shall act in the interests of the PCN as a whole in reaching any decision.

In the event that any funding is reclaimed by any commissioner as a result of the PCN underperforming and/or being in breach of any service delivery contract the Committee shall conduct an investigation to ascertain the exact circumstances of the underperformance or breach and shall make such recommendations to the PCN as they deem fit.

SCHEDULE 4

FINANCIAL ARRANGEMENTS

It is hereby agreed between the Members of the PCN that **[Member(s)]** shall be nominated as the Lead Practice and shall receive and hold all funding from the commissioner for the delivery of any services under any DES.

[Member(s)] shall agree to hold such funding on trust for the PCN and to administer any funding as agreed from time to time by the Committee solely for the purposes of any delivery of services by the PCN or in relation to the same.

The funds shall be held in **[X bank account]** and shall have 2 signatories **[describe who the signatories are]**.

Prior to the PCN delivering any service, the Committee shall consider the issues that are relevant to that delivery in terms of cost and configuration and shall compile a report to the PCN detailing the items as set out in Schedule 3. This report shall specifically ensure that all costings (including any potential shortfalls), risk, VAT and tax, clinical or other delivery and any other legal, contractual, or any other significant issues have been considered.

Each PCN Member shall then have the opportunity to decide whether to participate in the delivery of services and shall inform the Committee of the same **[within 7 days]** on receipt of the report so that the Committee may make a decision regarding the configuration and funding.

In the event that the PCN agrees to deliver services under any DES, once those services are configured and it is decided which Member(s) shall be involved in the delivery of those services, then the Lead Practice shall administer the funding in a manner as determined by the Committee in such amounts and at such times as formally agreed by the **[Committee/PCN]**.

The Lead Practice agrees that any funding so received under this section shall be kept separate to any funding relating to that Lead Practices' primary medical services contract and any other contract falling outside of the PCN.

Payments to PCN Members shall be determined by the Committee in accordance with, and taking account of, amongst other matters, the following:

- The input of each Member delivering the service
- The workforce required to deliver any service
- Any shortfall or potential shortfall in funding
- The split of any profits between Members which shall ordinarily be linked to the amount of the service delivered by each Member

- The cost of any additional indemnities that a Member may be required to provide e.g. Health and Safety, Employee indemnity, Public Liability and any other relevant insurance or indemnity
- Any taxation including but not limited to VAT. (The Committee hereby agrees it shall consult with the appropriate specialists or accountants in respect of tax and VAT implications on the delivery of any service)
- The effects of any Member leaving or joining on any fees and/or funding payable
- Management costs of running the PCN including meetings, correspondence, administration etc
- Costs of legal and/or financial or other specialist advice
- Any banking fees and/or charges incurred by the Lead Practice
- Any agreed out of pocket expenses of the Committee or any one Member in relation to the business of the PCN

The Committee shall keep good accounts of any funding received and any expenditure and shall ensure that the PCN is provided with a report of the same at least once every **[X months]**.

PAYMENT

The PCN agrees that on delivery of any DES, the services relating to that DES shall be delivered by the Members in accordance with the terms of that DES and any other private agreement between the Members (and any other relevant party), that relate to how the services are to be delivered and configured between them.

Any invoicing and payment arrangements shall be determined and agreed before any service delivery by any Member.

Any failure to perform any adjustments to any funding shall be decided on a case by case basis and governed by the terms of any agreement for the delivery of that service.

SCHEDULE 5

WORKFORCE

The PCN shall be required to engage or employ individuals for the purpose of delivering services under any DES. In doing so the PCN via its Committee, shall have regard to the following:

- The items as set out in Schedules 3 and 4 herein
- Whether there is adequate resource available within the PCN Members
- The requirements of any DES and/or service delivery
- Any report compiled by the Committee setting out the configuration and cost of any services and any workforce arrangements/requirements, including but not limited to deployment of workforce within the PCN
- Costs of engaging or employing any individual
- Any VAT implications
- Any Pension Implications

[Add to this list if required]

When employing or engaging workforce, the PCN shall decide upon the contractual arrangements that should be put into place. This may include any staff sharing agreements or joint contracts of employment.

Where the workforce is employed there shall be a formal process of engagement which shall be the responsibility of the **[Committee]**. This shall include advertising for the role, job description(s) and interviews. The Committee shall receive and shortlist applications for any advertised role.

Staff shall be engaged on employment contracts together with robust employment policies. It shall be made clear to whom each Member of staff shall report to, particularly where a Member of staff is likely to work for several Members across different sites.

The sharing of any staff shall be via formal arrangements between the Members which shall set out in detail as a minimum:

- Hours/times worked for each Member
- Job function
- Reporting lines
- Processes for absence (howsoever arising)
- Payment, including redundancies, pay increases, settlements and claims
- Indemnities
- Disputes

SCHEDULE 6

INSOLVENCY

The PCN shall agree to the standard mandatory clauses as set out in the Network Agreement.

SCHEDULE 7

ARRANGEMENTS WITH OTHER ORGANISATIONS OUTSIDE THE NETWORK

In the event that the PCN wishes to engage other organisations outside of the PCN, then the PCN should follow the process as set out below:

The PCN, via its Committee, shall consider the reason for engaging an external organisation and shall ensure that a reasonable due diligence has been conducted on that organisation before any formal engagement. The Committee shall, on the basis of the due diligence received, compile a report to the PCN setting out the details of the engagement and any payment/fees payable for the services that are to be performed by the external organisation on behalf of the PCN.

The PCN shall consider the report and shall vote in accordance within the principles set out in Schedule 2 herein.

Any engagement of an external organisation shall always be effected by way of a formal legal agreement.

The Committee shall also consider any VAT and or tax implication of any external arrangement.

[Include any other practices, federations or other organisations here]