|  |  |
| --- | --- |
| **DATE** | **2020** |

**PRIMARY CARE NETWORK SCHEDULES**

|  |
| --- |
| **NETWORK NAME** |

**Clinical Director:**

**CONTENTS**

[**SCHEDULE 2** 3](#_Toc8825946)

[**MEETINGS OF CORE NETWORK PRACTICES** 3](#_Toc8825947)

[**SCHEDULE 3** 13](#_Toc8825948)

[**ACTIVITIES** 13](#_Toc8825949)

[**SCHEDULE 4** 14](#_Toc8825950)

[**FINANCIAL ARRANGEMENTS** 14](#_Toc8825951)

[**SCHEDULE 5** 16](#_Toc8825952)

[**WORKFORCE** 16](#_Toc8825953)

[**SCHEDULE 6** 17](#_Toc8825954)

[**INSOLVENCY** 17](#_Toc8825955)

[**SCHEDULE 7** 18](#_Toc8825956)

[**ARRANGEMENTS WITH OTHER ORGANISATIONS OUTSIDE THE NETWORK** 18](#_Toc8825957)

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

# **SCHEDULE 1**

**SCHEDULE 1 SHOULD BE INSERTED HERE**

# **SCHEDULE 2**

## **GOVERNANCE**

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

1. **DECISION MAKING AND GOVERNANCE**

The **[X]** PCN consists of **[X]** number of member practices **(“PCN Member(s)”)** as set out in the Network Agreement. As a result, it is agreed that adequate decision making processes need to be established in order for the PCN to make decisions in respect of collaboration between PCN Members on the delivery of projects and services, as more particularly defined within the Network Contract Directed Enhanced Service (“**DES**”).

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

1. An authorised representative of each PCN Member **(“Representative”)**. Each Representative shall produce confirmation in writing that they have full authority of their respective PCN Member to act and vote in accordance with the terms of reference of the Committee.
2. **[The Committee shall elect or appoint a Chair from amongst its number/or the Chair of the Committee shall be the Clinical Director.]**
3. The Clinical Director of the PCN **[who shall be elected or appointed in accordance with the processes set out in clause 15 of this Schedule 2]**.
4. 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 made by the Committee.

The Committee shall act and make decisions in good faith for the ultimate benefit and in the best interests of the PCN. Each Representative sitting on the Committee shall be entitled to sit on that Committee for such time as they hold the relevant written authority from their respective PCN Member, or until such time as 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 affect the PCN and shall in particular cover the following areas:

* Information sharing and data protection issues
* Election or appointment of a Clinical Director
* Application of the terms of the Network Agreement
* Coordination of services and delivery under the DES
* Engagement and/or deployment of staff for delivery under the DES
* Communication with the [X] Clinical Commissioning Group (**“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 PCN Members joining or leaving
* Dispute Resolution
* Support and assistance to any PCN 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 more particularly cover the matters as set out below, shall be referred to all partners of the PCN Members for approval:

* Any new practice wishing to join the PCN
* Any current PCN Member wishing to leave the PCN
* Variations to the 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 TO SUIT PCN REQUIREMENTS]***

1. **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 each Representative via email or any other preferred agreed medium by the **[Chair/Clinical Director].**

The quorum required for a Committee matter to be voted upon 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 that Representative’s practice.

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 makes.

The [**Chair/Clinical Director**] shall send out an agenda to each Representative at least [**seven days**] before any Committee meeting, which shall set out any matters to be discussed together with any relevant documentation.

Each Representative shall 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 either directly or via their Representative.

1. **EXPELLING A COMMITTEE REPRESENTATIVE**

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

* Is incapacitated to an extent that the Representative is unable (in the reasonable opinion of the remaining Representatives) to perform any duties under the Network Agreement or has not adequately attended or contributed to the duties over a period of 12 months.
* Is 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.
* Wilfully neglects their duties under the Network Agreement and persistently breaches their obligations as a Representative.
* Does or omits to do anything that brings or could potentially bring the PCN into disrepute.
* Fails to maintain an adequate standard of performance or attendance at the Committee meetings and fails to perform their duties as a Representative.
* Is suspended from practising as a registered practitioner by any relevant professional or regulatory body, or if employed by a PCN Member is suspended by that PCN Member.

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

1. **DECISIONS OF THE PCN**

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

1. **VOTING OF THE PCN MEMBERS**

Voting shall be conducted on the basis of **[one vote per PCN Member on a show of hands] or [shall be weighted in accordance with each PCN 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 PCN Members before being put to the vote again.]**

1. **PRACTICES APPLYING TO JOIN THE PCN**

It is acknowledged and agreed that the minimum standard clauses 55-58 are set out in the Network Agreement for a practice applying to join the PCN **(“Joining Member”)**.

In the event that an application is made, the following additional clauses shall apply to that Joining Member:

* 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 time frame as the Committee shall decide. The due diligence shall be conducted on the basis of ascertaining whether the Joining Member’s practice is is sustainable and able to perform under the Network Agreement, is able to collaborate effectively with other PCN Members and would benefit the PCN as a whole .
* Having considered the responses to the due diligence questionnaire the Committee shall put a proposal before the PCN 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 terms of the Network Agreement including but not limited to any services or processes that are already in progress subject to the agreement of the other PCN 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 Joining Member upon their joining.
* The Joining Member shall sign the Network Agreement.

Any Joining Member shall only be permitted to join the PCN with the approval of the Commissioner.

1. **MERGING MEMBERS**

In the event that any PCN Member wishes to merge with or takeover a practice that is not a PCN Member (**“New Practice”**) then the New Practice shall be treated as a Joining Member for the purposes of the Network Agreement. Any merger or takeover, shall, be treated under the same principles as a Joining Member. Any PCN Member undertaking or considering to undertake a merger or takeover of a New Practice shall prior to merging or taking over that New Practice inform the PCN of the same. A full due diligence shall be conducted on any New Practice by the relevant PCN Member with a view to ascertaining the viability and suitability of that New Practice in forming part of the PCN. The due diligence report shall be shared with the Committee in accordance with data protection legislation.

1. **LEAVING MEMBERS**

It is acknowledged and agreed that the minimum standard clauses 60 to 79 are set out in the Network Agreement for a PCN Member wishing to leave the PCN **(“Leaving Member”).**

However, the following additional clauses shall apply:

* 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 subject to any requirements of the Commissioner.
* The Representatives and/or PCN 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. All Representatives (save and except the Leaving Member Representative) shall vote on the matter and any longer period of notice required by the remaining Representatives shall be binding on that Leaving Member.
* The remaining Representatives shall decide whether a Leaving Member will adversely affect the delivery of services and any financial commitments, and the remaining Representatives shall be entitled at their sole discretion (acting reasonably) 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.
* For the avoidance of doubt, the Representatives and/or PCN agree that (insofar as possible) acting reasonably, nothing in any exit terms shall significantly disadvantage the Leaving Member. Any exit terms shall be fair and reasonable in respect of the Leaving Member and shall take into account any circumstances and/or delivery of services applicable at that time.
* A Leaving Member shall not at any time, use, divulge or communicate to any person any information relating to the affairs of the PCN or any PCN Member.

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.
* Pay or settle any outstanding finances due and properly due and owing by it to any organisation or to the PCN.
* Execute such documents or make any other arrangements as necessary and determined by the PCN to ensure the continued viability of the PCN in the delivery of any services.
* Pay any legal or other professional fees incurred by the PCN in relation to any direct consequences of the Leaving Member exiting the PCN.

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

1. **RESIGNATION OF A LEAD PRACTICE**
* In the event a Lead Practice wishes to resign as Lead Practice then it shall inform the Clinical Director and give a minimum of 3 months’ notice in writing.
* The Representatives shall consider the request and decide whether, depending on the circumstances, 3 months’ resignation notice is adequate, or whether a longer period of notice is required. In the event a longer period of notice is required by the Committee (acting reasonably), then the Lead Practice shall be bound by that longer notice period. For the avoidance of doubt, any notice period shall not exceed 6 months.
* The Representatives shall decide if the resignation of the Lead Practice shall have an adverse effect on the delivery of services and any financial commitments, and shall be entitled (acting reasonably) to set such terms and conditions as necessary and appropriate to ensure the PCN is not disadvantaged by any service delivery. The Representatives reserve the right to require the Lead Practice to fund any legal or other costs directly associated with or arising out of the resignation.
* For the avoidance of doubt, the Representatives agree that nothing in any exit terms shall significantly disadvantage the resigning Lead Practice and shall ensure that any exit terms are fair and reasonable in respect of the Lead Practice taking into account any circumstances and/or delivery of services in applicable at that time.

In addition, the Lead Practice shall be required to:

* Make all reasonable appropriate arrangements with regard to workforce so as to alleviate any unnecessary disruption to any services.
* Pay or settle any outstanding finances properly due and owing by it to any organisation or to the PCN.
* Execute such documents or make any other arrangements as necessary and determined by the PCN to ensure the timely transfer of Lead Practice responsibilities.
1. **EXPELLING A MEMBER**

A PCN Member may be expelled by the PCN (**“Expelled Member”**) under the mandatory clauses within the Network Agreement and in addition, under the circumstances set out below:

* If the Expelled Member does anything that as a result of which, in the reasonable opinion of the Committee, the interests of the PCN, or any individual PCN Member, may be seriously injured or prejudiced or significantly brought into disrepute.
* The Expelled Member is placed into special measures by the Care Quality Commission and/or is threatened with closure and/or termination by the Commissioner.
* The PCN Member fails to 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.

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

An Expelled Member shall be removed on notice and under such terms and conditions as the Committee deems appropriate (acting reasonably), having regard specifically to clause 8 herein. The Expelled Member 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.

In the event that a PCN Member holding an alternative provider medical services (**“APMS”**) agreement transfers that agreement (or the agreement is re-procured) to another organisation, then the PCN shall treat the organisation now holding the APMS agreement in the same way as a Joining Member and shall not be automatically obliged to accept the new organisation into the PCN.

For the avoidance of doubt, in the event the PCN exercises its right to expel a PCN Member under this clause, but the PCN Member is not formally removed by the Commissioner then the remaining PCN Members may at their discretion impose such terms and conditions on the proposed Expelled Member as is fair and reasonable to ensure the sustainability or viability of the PCN.

1. **FAILURE TO COMPLY**

In the event that a PCN Member being either: 1) a Leaving Member, 2) an Expelled Member or 3) a Lead Practice fails to complete all actions as required of it, in accordance with the Network Agreement and this Schedule 2, and furthermore fails to complete such actions within such reasonable period of time as the Committee shall further determine then:

The relevant PCN 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;

1. That PCN Member’s failure to comply with any leaving conditions as set by the Committee and/or
2. Any breach of this Network Agreement or any other agreement.
3. **DISPUTE RESOLUTION PROCESS**

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

The PCN Members 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 PCN 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 shall be borne equally 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.

1. **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, it is agreed that in the event that two or more PCN 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 PCN Member leaves the PCN then unless the Committee otherwise determines in writing, that PCN Member shall forgo all Intellectual Property rights in any product where those rights are jointly owned by the PCN Members**.

1. **CONFLICTS OF INTEREST**

The Clinical Director shall maintain a register of any PCN Member interests and shall adopt a conflicts of interest policy to determine whether any 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.

1. **ELECTION AND/OR APPOINTMENT OF A CLINICAL DIRECTOR**
	1. **ELECTION PROCESS**
		1. **ELECTORATE**

The electorate for these elections comprises of the PCN Members.

* + 1. **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]**

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.**

* + 1. **ELECTION MECHANISM**

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

* + 1. **CASTING OF VOTES**

PCN Members will receive a ballot paper on which to record their vote. Votes shall be based on the consensus view of the PCN Members.

Each PCN Member 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 PCN Member is asked to vote for anumber ofcandidates 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 the vote on that ballot paper will be counted.

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

The Returning Officer will send reminders to PCN Members as the deadline for the return of the ballot papers approaches.

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

Please note that it is incumbent on PCN Members to provide the relevant and appropriate contact details to the Returning Officer so that correspondence is sent correctly.

* + 1. **ELECTION**

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

* + 1. **ANNOUNCEMENT OF RESULTS**

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

* 1. **APPOINTMENT OF A CLINICAL DIRECTOR**

The PCN has set out the following process for the appointment of a Clinical Director.

* + 1. Applications will be invited by sending the relevant application form to PCN Members setting out the criteria and specification for the role of the PCN with information as to the date and time for the return of those applications. Applications received after the closing date will not be considered.
		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, 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 PCN.
		3. Applications shall be considered by a selection panel made up of 5 individuals as follows:
* 3 PCN Member Representatives
* 1 director/Chief Executive of the **[federation]**
* A representative of the Local Medical Committee
	+ 1. The panel shall convene on a set date where applications will be opened, considered and assessed based on the agreed criteria/specification.
		2. The panel shall agree a suitable candidate and the decision of the panel shall be final.
		3. The name of the candidate shall be communicated to PCN Members 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 PCN Member to deliver any service
* Whether any PCN 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

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

1. **PERFORMANCE**

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

A PCN 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 the DES, or which may impact on any service delivery related to the DES.

In the event that a PCN 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 PCN 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 PCN Member in the performance of any service and shall create a remedial or support plan to assist that PCN Member. The costs of such plan or remedial action shall be met out of funding provided to the PCN Member for the service.

In the event that any service delivery must be reconfigured due to a PCN Member failing to deliver, this decision shall be taken by the Committee (save that the failing PCN 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 the 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 acknowledged and agreed between the PCN Members that the Lead Practice shall receive and hold all funding from the Commissioner for the delivery of any services under the DES.

**The Lead Practice** 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 PCN Members 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 PCN Member delivering the service
* The workforce required to deliver any service
* Any shortfall or potential shortfall in funding
* The split of any profits between PCN Members which shall ordinarily be linked to the level of the service delivered by each PCN Member
* The cost of any additional indemnities that a PCN 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 effect~~s~~ of any PCN 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 PCN 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 PCN Members in accordance with the terms of that DES and any other private agreement between the PCN 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 PCN Member.

# **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

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

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 PCN member of staff shall report to, particularly where a PCN member of staff is likely to work for several PCN Members across different sites.

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

* Hours/times worked for each PCN 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 ~~it’s~~ 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 with 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 tax or VAT implications of any external arrangement.

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