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SCHEDULE 1 – NETWORK SPECIFICS AND DEFINED TERMS

***Drafting Note**: We have added a Part 1 to set out definitions used throughout the Schedules, to ensure clarity and consistency of meaning. A Network may of course add further defined terms if relevant.*

Part 1: Defined Terms and Interpretation

1.1 In these Schedules, the following capitalised terms have the meanings given to them below:

Associate Board Member has the meaning given in paragraph 2.1 of Part 3 of Schedule 1;

Associate Member means a signatory to this Agreement that is not a Core Network Practice (and which may be, as applicable, a federation, community provider, local authority, or other relevant stakeholder);

Board Member has the meaning given in paragraph 2.1 of Part 3 of Schedule 1;

Clinical Director Funding means the funding described in section 5.3.1 of the Specification;

Commissioner means the commissioner party to each relevant GP Contract, being NHS England (The NHS Commissioning Board) and/or, where applicable, any clinical commissioning group acting under delegated powers;

Controlled Matters means those decisions of the PCN Board requiring Clinical Director consent, as further described in paragraphs 9 and 10 of Part 3 of Schedule 1;

Core Board Member has the meaning given in paragraph 2.1 of Part 3 of Schedule 1;

Core Meeting means a meeting of the Core Network Practices as further described in paragraph 4.1 of Part 3 of Schedule 1;

Core Network Practice has the meaning used in the clauses of this Agreement, being those Members that are GP practices whose GP Contracts contain the Specification;

Core PCN Funding means the funding described in section 5.3.2 of the Specification;

CP means the clinical pharmacist as described in the Specification;

EHA means extended hours access as described in the Specification;

Exit Date has the meaning given in paragraph 6 of Part 1 of Schedule 2;

Employment Liabilities has the meaning given in paragraph 2.1 of Part 2 of Schedule 2;

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Extended Hours Access Appointments Payment means the funding described in section 5.3.4 of the Specification;

General Matters means those matters decided by the PCN Board on the basis of a relevant majority as further described in paragraphs 9 and 10 of Part 3 of Schedule 1;

GP Contract means (in respect of each Practice) the primary medical services contract held by that Practice under Part 4 of the National Health Service Act 2006 including responsibility for essential services delivered to a registered list of patients (whether in the form of the GMS, PMS or APMS contract) and which incorporates the Specification;

Joint Meeting means a meeting of all Members as further described in paragraph 4.1 of Part 3 of Schedule 1;

Leaving Practice has the meaning given in paragraph 6 of Part 1 of Schedule 2;

List Proportion means, in respect of any allocations between the Practices, a percentage applicable to each Practice calculated as follows:

$$\mathbf{P} = \frac{\mathbf{N}}{\mathbf{A}} \times \mathbf{100}$$

where:

P is the percentage applicable to the relevant Practice (the List Proportion)

N is the number of patients on the registered list of the relevant Practice

A is the aggregate number of patients on the registered lists of all Practices in the Network

(and using, for these purposes, the size of registered lists as at 1 January 2019);

Member has the meaning used in the clauses of this Agreement, being the signatories to this Agreement (whether a Core Network Practice or an Associate Member);

Network has the meaning used in the clauses of this Agreement, being the Primary Care Network created by the Members under this Agreement;

Network Account means the dedicated bank account described in paragraph 1 of Part 2 of Schedule 4;

Network Activity means the activities to be carried out by a Primary Care Network as described in the Specification;

Network Employee has the meaning given in paragraph 1 of Part 2 of Schedule 2;

Network Funding means the aggregate funding described in paragraph 2.3 of Part 2 of Schedule 4;

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Network Guidance means the Network Contract Directed Enhance Services Guidance for 2019/20 in England published by NHS England under Gateway reference 000567 (and any successor guidance issued by NHS England from time to time);

Network Participation Payment means the funding paid directly to participating Core Network Practices by Commissioners as described in section 2.16 of the Specification;

Nominated Payee means the Member identified in Part 2 of Schedule 1 to receive Network funding from the Commissioner on behalf of the Network;

PCN Board has the meaning given in paragraph 1.1 of Part 3 of Schedule 1;

Practice has the same meaning as Core Network Practice;

Practice Employee has the meaning given in paragraph 1 of Part 2 of Schedule 2;

Primary Care Network means a primary care network under the Specification;

Reserved Matters means those decisions of the PCN Board requiring unanimous consent as further described in paragraphs 9 and 10 of Part 3 of Schedule 1;

Responsible Party means the entity to which responsibility for relevant Network Activity is allocated under this Agreement, as further described in paragraph 3 of Part 1 of Schedule 4;

Specification means the Network Contract Directed Enhanced Service Contract Specification 2019/20 published by NHS England under Gateway reference 000363 (and any updated or successor specification including for 2020/21 onwards); and

SPLW means the social prescribing link worker as described in the Specification.

1.2 Any other capitalised terms already defined in the clauses have the same meaning when used in this Schedules.

1.3 In these Schedules, any reference to a paragraph is, unless expressly stated otherwise, a reference to that paragraph in the same Schedule or, if applicable, that paragraph in the same Part of that Schedule.

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Part 2: Network Registration Details

Drafting Note*: This Part 2 requires completion with information that will duplicate that already submitted by the Network in its registration process, as well as the basis of appointment of the Clinical Director*

1. NAME OF NETWORK

The name of our Network is [*insert*]

2. NETWORK AREA

The geographical area covered by our Network is [*insert*].

3. NOMINATED PAYEE

The name and address of the entity that the Core Network Practices nominate to receive funding under the Network Contract DES from the commissioner is [*insert*].

4. CLINICAL DIRECTOR

4.1 The Clinical Director of our Network is [*insert*].

4.2 The Clinical Director was appointed by the process set out below.

4.3 [*insert process of appointment*]

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Part 3: Governance

***Drafting note**: this Part 3 sets out a suggested governance process for establishing a Network board and making decisions concerning the Network. This distinguishes between decisions to be made by the Core Network Practices and those made by all Members; and between those requiring unanimity, those requiring simple majority and those that need not be unanimous but require Clinical Director consent. Networks may prefer to amend this structure, but it is suggested that consideration should be given to when it may be appropriate for decisions to be reserved to Core Network Practices only. Similarly, Networks may wish to amend voting rights, for example, to reflect List Proportions. However, this is a basic governance structure that Networks can use as a starting point.*

1. ESTABLISHMENT OF A COMMITTEE, AND ITS PURPOSES

1.1 The Members jointly agree to establish a committee (the **PCN Board**) in accordance with the terms of reference set out below.

1.2 The purpose of the PCN Board is to make decisions concerning the Network on behalf of its Members, and includes:

(a) overseeing the operation of the Network for the benefit of patients, and in accordance with good clinical practice;

(b) managing the Network in accordance with the Specification, relevant GP Contracts and the Network Guidance;

(c) making decisions on the conduct of the Network;

(d) where applicable, managing the performance of sub-contractors under the Specification;

(e) planning the future activity and scope of the Network with regard to emerging NHS England requirements for Primary Care Networks from 2020/21 onwards;

(f) fostering the engagement of the Network with relevant stakeholders including patient groups, other Primary Care Networks, community and secondary care, social care and local authorities;

(g) developing equal strategic partnerships with and within integrated care systems (ICSs); and

(h) building and supporting resilience and sustainability within general practice across the Network area.

1.3 Certain decisions of the PCN Board are to be made by the Core Network Practices only, and others by all Members, as further described below.

2. MEMBERSHIP OF THE PCN BOARD

2.1 The members of the PCN Board (**Board Members**) shall be:

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(a) the Clinical Director;

(b) one person nominated by each Core Network Practice (who shall where practicable be a General Practitioner). In the case of the Core Network Practice that employs the Clinical Director, this nominated Board Member is in addition to the Clinical Director. The Clinical Director and the persons nominated by Core Network Practices are **Core Board Members**.

(c) one person from each Associate Member (if any). Such persons are **Associate Board Members**.

The Clinical Director will, in meetings and votes of the PCN Board (as with all other matters), act with regard to the interests of the Network as a whole (and not primarily from the perspective of the Member that employs or engages the Clinical Director).

2.2 Each Member will promptly notify the Clinical Director of the identity of its nominated Board Members, and any subsequent changes. Contact details for all Board Members will be circulated to each Member by the Clinical Director.

3. CHAIR

The [Clinical Director ***OR*** [*insert preferred chair*]] will act as chair of the PCN Board (**Chair**).

4. CORE AND JOINT MEETINGS

4.1 Meetings of the PCN Board may be either:

(a) conducted by Core Board Members without the attendance of Associate Board Members (**Core Meetings**) where so decided by the Chair or Clinical Director, including (without limitation) where the issues to be considered:

(i) concern the operation or funding of the Network as between the Core Network Practices under the Specification; or

(ii) concern any sub-contracts for Network Activity between the Core Network Practices and Associate Members or third parties (including potential sub-contracts);

or

(b) conducted with the attendance of all Board Members (**Joint Meetings**) where the issues to be considered fall outside the scope of paragraph 4.1(a) above and otherwise concern the involvement of Associate Members in the Network.

4.2 The Associate Members acknowledge and agree that that the Core Board Members, through decisions made at Core Meetings, may determine all matters concerning the Network except those falling under paragraph 4.1(b) which will be made through Joint Meetings.

5. AUTHORITY OF BOARD MEMBERS

5.1 Each Member has authorised the PCN Board to:

(a) make decisions as to the day-to-day operation and activities of the Network;

(b) determine the admission of new Members and the departure or removal of existing Members;

(c) seek to resolve any disputes between the Members;

(d) act on behalf of the Network;

(e) represent the view of the Network to any third parties;

(f) act on behalf of the Network on any other matters set out in these terms of reference, or as otherwise agreed by the Members from time to time; and

(g) otherwise to act in accordance with the purposes set out in paragraph 1.2 above.

5.2 Each Member confirms that its nominated Board Member has authority to act and make decisions on behalf of the relevant Member in relation to the matters governed by this Network Agreement.

5.3 Each Member agrees to be bound by decisions of the PCN Board made in accordance with this Network Agreement, in so far as they relate to the conduct of the Network and that Member's participation in such conduct.

6. FREQUENCY OF MEETINGS AND NOTICE

6.1 The PCN Board will meet for Core Meetings on a [monthly] basis, on the first [Monday] of each [month] or on such other date as the Members may agree from time to time. Joint Meetings may be conducted on a regular or occasional basis as agreed. The Chair may also determine to divide a meeting into Core Meeting and Joint Meeting sessions.

6.2 The Clinical Director, or any other Member with the consent of the Clinical Director, may request Members to attend additional meetings as necessary. Where the Clinical Director convenes an additional meeting which is stated to address an urgent or serious issue, relevant Members will use all reasonable endeavours to ensure the attendance of their respective Board Member.

6.3 Meetings will be convened by notice given on behalf of the Chair to all relevant Board Members. The notice will detail the date, time and location of the meeting and its agenda, and (where applicable) will include supporting materials. Notices and relevant materials will be sent to relevant Board Members in reasonable time before a meeting. Notices and other communications concerning the PCN Board may be circulated by secure e-mail, and clause 104 of this Agreement does not apply to those notices and communications.

7. FORUM OF MEETINGS

7.1 Board meetings will be held at [the premises of the practice of the Clinical Director ***OR*** [*state preferred venue*]], or such other venue as the Board Members agree from time to time.

7.2 Meetings shall generally be conducted in person, but any Board Member may, where necessary, join by teleconference, and the Chair may direct that a meeting may be entirely conducted by teleconference.

8. MINUTES

8.1 The Chair will nominate a Board Member or other person to take a minute of each meeting, which will be circulated for approval to each Board Member.

8.2 A copy of all agreed Board minutes will be circulated to each relevant Board Member, with a central copy retained by the Chair on behalf of the Network.

8.3 Minutes (including draft minutes) concerning Core Meetings will not, unless otherwise directed by the [Clinical Director], be circulated to Associate Board Members.

9. QUORUM AND DECISION-MAKING

9.1 A Core Meeting or a Joint Meeting will have a quorum if at least the following persons are in attendance:

(a) the Clinical Director; and

(b) for Core Meetings, at least [66%] of the other Core Board Members eligible to attend; or

(c) for Joint Meetings, at least [66%] of the other Core Board Members eligible to attend and at least [50%] of Associate Board Members eligible to attend.

9.2 A quorate meeting of the PCN Board may make any decisions of the PCN Board in accordance with this Schedule, except any that are expressly stated to require the participation of all Core Board Members.

9.3 The Clinical Director and the Chair (if different) may (at their own initiative or at the request of any Member) invite third parties to attend and address a PCN Board meeting. Such third parties shall not have a vote in any PCN Board decisions.

Core Meetings

9.4 For Core Meetings, each Core Board Member shall have [one] vote. Decisions of the PCN Board in Core Meetings shall:

(a) for Reserved Matters (as described below) require a unanimous vote of all Core Board Members;

(b) for Controlled Matters (as described below) require a simple majority of Core Board Members but provided that the Clinical Director has a power of veto for such decisions; and

(c) for General Matters (as described below) require a simple majority (with the Clinical Director having a casting vote in the event of no majority).

A reference in this paragraph 9.4 to Core Board Members means those Core Board Members (or their nominated representative under paragraph 9.6) attending a quorate meeting of the PCN Board, unless indicated otherwise in paragraph 10.

9.5 For Joint Meetings, each Core Board Member and each Associate Board Member shall have [one] vote. Decisions of the PCN Board in Joint Meetings shall:

(a) for relevant Reserved Matters (as described below), require a unanimous vote of all Board Members;

(b) for any relevant Controlled Matters, require both:

(i) a simple majority of all Board Members; and

(ii) a simple majority of all Core Board Members

and provided that the Clinical Director has a power of veto for such decisions; and

(c) for relevant General Matters (as described below) require both:

(i) a simple majority of all Board Members; and

(ii) a simple majority of all Core Board Members (with the Clinical Director having a casting vote in the event of no majority of Core Board Members).

9.6 Where any Core Board Member or Associate Board Member is unable to attend a Board meeting in person, the relevant Member may nominate a representative to attend (and, where applicable, vote) on behalf of the relevant Core Board Member or Associate Board Member.

10. RESERVED, CONTROLLED AND GENERAL MATTERS

Matters for Core Meetings

10.1 The following are Reserved Matters to be decided by Core Meetings:

(a) to admit a new Core Network Practice or new Associate Member to the Network;

(b) to vary:

(i) the allocation of activities under the Specification, as between the Core Network Practices;

(ii) the allocation of monies from Commissioners (in respect of the Specification) as between the Core Network Practices;

(c) to expel a Core Network Practice or Associate Member from the Network (and provided that the relevant Member will not have a vote in its own case);

(d) to wind up the Network (provided that this decision may only be taken by a Core Meeting attended by all Core Board Members or their representatives);

(e) to delegate the power to make decisions on behalf of the Network to the Clinical Director (in addition to any decisions already delegated under paragraph 11), whether for a class of decisions generally or in a particular matter; and to vary or revoke that delegation.

10.2 The following decisions are Controlled Matters to be decided by Core Meetings:

(a) to entrust the provision of any healthcare services under the Specification to a party that is not a Core Network Practice (including sub-contracting to an Associate Member; to a third party such as a community services provider; or to a federation or other distinct legal entity owned or established by one or more Core Network Practices), and decisions concerning such sub-contracts including their renewal;

(b) to enter into any other contracts on behalf of the Network (except 'back-office' or other contracts not directly concerning the provision of healthcare services, decisions concerning which are General Matters);

(c) to terminate any such Network sub-contract or Network contract; and

(d) to take steps in, or to resolve, any dispute with any third party that involves the Network.

Joint Meetings

10.3 The following are Reserved Matters to be decided by Joint Meetings:

(a) to vary this Agreement (including its Schedules), but without prejudice to paragraph 10.5;

(b) [*any other matters can be added*]

General Matters

10.4 Any other decisions to be taken by the PCN Board are General Matters, to be made at a Core Meeting or Joint Meeting as applicable to the nature of the relevant issues.

Variation to this Agreement

10.5 The Associate Members acknowledge that the Core Network Practices are performing the Specification in accordance with their obligations under their respective GP Contracts. Accordingly, where the Core Network Practices wish to vary this Agreement to take account of any decisions taken at a Core Meeting, or to

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reflect any changes to the Specification, each Associate Member undertakes that it will enter into any variation agreements required to implement such changes.

11. DECISIONS DELEGATED TO THE CLINICAL DIRECTOR

The Members agree that the Clinical Director may make decisions on behalf of the PCN Board on the following delegated matters:

11.1 *[list any decisions that will be delegated to the Clinical Director from the start. Other matters can be added later*]

12. OBLIGATION TO CO-OPERATE

12.1 Subject to paragraph 12.2, where a lawful decision of the PCN Board made in accordance with this Schedule falls to be carried out by one or more individual Core Network Practices (for example, where it relates to a sub-contract held by a Core Network Practice on behalf of the Network) or Associate Members, such Core Network Practice or Associate Member agrees to act diligently in accordance with that decision.

12.2 No Core Network Practice shall be obliged to take or refrain from any action that would put that Core Network Practice in breach of its obligations under its relevant GP Contract.

SCHEDULE 2 – ADDITIONAL TERMS

***Drafting Note**: Given the pressure of time on general practice to complete the Network Agreement for 30 June, we suggest to leave most of this schedule unpopulated on the basis that the Network Agreement is workable without further provisions here for most of the headings below. If, as the activities of the Network evolve, it becomes useful to add further detail, that can be added in due course. We have used the final section of this schedule to insert provisions dealing with the allocation of risk between the members.*

Part 1: Further Provisions relating to Mandatory Network Agreement Clauses

1. PRINCIPLES

[Not used].

2. CLINICAL DIRECTOR

[Not used].

3. INFORMATION SHARING AND CONFIDENTIALITY

[Not used].

4. INTELLECTUAL PROPERTY

[Not used].

5. JOINING THE NETWORK

Where the PCN Board decides to admit a new party to the Network as a Member, the PCN Board will require the joining party to enter into a deed of adherence to this Agreement (or other suitable form of agreement), under which the joining party agrees to observe and be bound by this Agreement as a Core Network Practice or Associate Member (as applicable), and the existing Members agree to sign any appropriate documents prepared by the PCN Board for that purpose.

6. LEAVING THE NETWORK

6.1 Where a Core Network Practice (**Leaving Practice**) intends to leave the Network on a voluntary basis, then the notice period in clause 65 of this Agreement shall not apply. In such case, the Leaving Practice shall give written notice to the PCN Board of at least 12 months and which must expire on 31 March in any relevant year (the **Exit Date**). For the avoidance of doubt, this means that a Core Network Practice not giving a full 12 months' notice to leave on a relevant 31 March may need to give up to 23 months' prior notice to leave on the following 31 March.

6.2 If, notwithstanding paragraph 6.1, the Leaving Practice ceases to be a Member of the Network or to perform its obligations under this Agreement before the Exit Date and, as a result, the remaining Core Network Practices incur a shortfall in funding for Network costs that cannot reasonably be avoided or mitigated, then the Leaving Practice shall indemnify the remaining Core Network Practices for such cost shortfall for the period between the actual date of departure (or cessation of activity) of the Leaving Practice and the Exit Date. For the avoidance of doubt, this indemnity does

not apply where the Leaving Practice gives notice in accordance with paragraph 6.1 and remains an active Member until the Exit Date.

6.3 The indemnity under paragraph 6.2 will be discharged by means of a payment to the Nominated Payee, and the PCN Board (in a Core Meeting) shall direct the disbursement of the relevant monies in order, so far as possible, to cover those shortfalls arising because of the departure of the Leaving Practice.

7. VARIATION PROCEDURE

[Not used].

8. EXPIRY OR TERMINATION

8.1 Where an Associate Member is a Member of the Network solely or mainly in connection with a sub-contract under which that Associate Member performs Network Activity under the Specification or other services for the Network, then, in the event that such sub-contract expires or is terminated (in whichever circumstances), the Core Network Practices may, by written notice, require that Associate Member to cease to be a Member of the Network from such date as is stated in that notice. In this case, this Agreement will continue as between the Core Network Practices and any other Associate Members.

8.2 Where, as a result of the departure of one or more Core Network Practices from the Network, the remaining Core Network Practices reasonably consider that the Network should be wound up, those remaining Core Network Practices will co-operate in good faith (including through early dialogue with Commissioners) as to whether the Network should be wound up, or amalgamated into one or more other Primary Care Networks.

8.3 Where the Network is wound up (whether under paragraph 8.2 or otherwise), then, without prejudice to any rights or liabilities existing before the date of termination, the costs resulting from the winding-up (including any Employment Liabilities or other third-party costs) will be borne by the Core Network Practices in List Proportions.

9. EVENTS OUTSIDE OUR CONTROL

[Not used].

10. DISPUTE RESOLUTION

[Not used].

Part 2: Additional Rights and Obligations

1. LIABILITIES RELATING TO WORKFORCE

1.1 In this Part 2:

Employment Liabilities means any awards, damages, settlement sums, redundancy payments, and costs (legal or otherwise) incurred as result of an actual or threatened claim (whether in Employment Tribunal or in a Court) from a Network Employee (or by a Practice Employee based on the actions or omissions of a Network Employee) or, if agreed in advance at a Core Meeting, necessitated to end employment following or during a grievance, capability, disciplinary or redundancy process;

Network Employee means a person employed by a Core Network Practice in accordance with section 4.5 (Primary Care Network workforce and requirements) of the Specification (and for the purpose of this paragraph 1 alone shall include the Clinical Director whether or not that person has employment status, in which case Employment Liabilities shall only refer to those sums that are incurred as result of, or arising from, that individual's role, activities and duties as Clinical Director and not in any other position);

Practice Employee means a person employed by a Core Network Practice, whether a Network Employee or other employee.

1.2 In the event that a Core Network Practice incurs any Employment Liabilities (as defined in paragraph 1.1 above) in relation to a Network Employee or Practice Employee, then the costs of such Employment Liabilities (being borne in the first instance by the relevant Core Network Practice) shall be reimbursed (in part) to that Core Network Practice by the other Core Network Practices, such that each Core Network Practice (including the employing Core Network Practice) bears its List Proportion of such cost. For the avoidance of doubt, this paragraph 1.2 only applies in relation to Employment Liabilities and not to any other type of claim or cost.

2. LIABILITIES TOWARDS THIRD PARTIES

2.1 Paragraphs 2.2 to 2.4 apply where one or more Core Network Practices (but not all Core Network Practices) have entered into a relevant contract in relation to Network Activity under Schedule 3 on behalf of the Network (and including where such contract is a sub-contract of Network Activity). Paragraph 2.5 applies where the relevant contract was entered into by all Core Network Practices as joint contract parties.

2.2 Where any Core Network Practice (**Practice C**) is party to a sub-contract under which Network Activity is delegated to a sub-contractor, and Practice C incurs a liability towards the sub-contractor as a result of any decision or act of the PCN Board or otherwise in the course of the operation of that sub-contract and not through the fault of Practice C, then the other Core Network Practices shall compensate Practice C for that liability such that the total liability is borne by all Core Network Practices in List Proportions. For the avoidance of doubt, for the purposes

of this paragraph 2, a relevant third party may be an Associate Member acting as sub-contractor under a sub-contract held by a Core Network Practice.

2.3 Where, subject to paragraph 2.4 below, any Core Network Practice (**Practice D**) incurs a liability towards any other third party as a result of any decision or act of the PCN Board or otherwise in the course of the activities of the Network and not through the fault of Practice D, then the other Core Network Practices shall compensate Practice D for that liability such that the total liability is borne by all Core Network Practices in List Proportions.

2.4 Paragraph 2.3 above shall not apply in respect of the following liabilities:

(a) liabilities incurred by Practice D in the discharge of any of its obligations under or in connection with the Specification and its GP Contract and which are entered into by Practice D on its own account and not entered into on behalf of the Network as a whole;

(b) Employment Liabilities;

(c) liabilities towards sub-contractors under paragraph 2.1 above; or

(d) liabilities towards the Commissioner under paragraph 3.

2.5 Where all Core Network Practices are joint parties to a contract (whether as joint purchasers of services under a sub-contract or joint parties under any other contract with a third party), and where the Core Network Practices as joint contract parties incur any liabilities with third parties of the type described above in this paragraph 2, then (unless the PCN Board determines otherwise in Core Meeting) any such liabilities shall be borne between the Core Network Practices in List Proportions.

3. LIABILITY TO THE COMMISSIONER

3.1 Where any amount of Network Funding due to be allocated to a Core Network Practice (**Practice E**) under this Agreement is withheld or recovered by the Commissioner (including indirectly through the Nominated Payee) as a result of the default of another Core Network Practice (**Practice F**), then Practice F shall indemnify Practice E for the amount of Network Funding not received by Practice E as a result of Practice F's default.

4. GENERAL PRINCIPLES FOR REIMBURSEMENT AND INDEMNITY UNDER THIS SCHEDULE

4.1 Any Core Network Practice entitled to be indemnified or reimbursed by other Core Network Practices under this Agreement shall take all reasonable steps to mitigate the loss or costs covered by such indemnity or reimbursement, and the PCN Board will use all reasonable endeavours to mitigate such costs on behalf of the Network.

5. INSURANCE

5.1 The requirements on each Core Network Practice for insurance are as set out in its respective GP Contract and at law.

5.2 Without prejudice to those requirements, each Core Network Practice will co-operate with the PCN Board, and take all necessary steps, in relation to any indemnity arrangements under the National Health Service (Clinical Negligence Scheme for General Practice) Regulations 2019 and any rules applicable to that scheme operated by NHS Resolution.

5.3 Where the PCN Board determines that additional insurances or medical defence policies should be secured for any roles or activity under the Network (including for the Clinical Director, and whether the relevant policy is taken out by that person on an individual basis or by a Member), the PCN Board may determine an allocation of Network funds to reimburse (whether in full or in part, as decided) the Core Network Practice (or, if applicable, the Associate Member) bearing the cost of such policies or, if applicable, the Clinical Director directly.

6. GENERAL

6.1 Each Member undertakes that, in performance of its activities under this Agreement and in order to enable each Core Network Practice to fulfil the Specification, it will:

(a) co-operate fully and in good faith with the other Members as required for the purposes of the Network;

(b) ensure that its staff engaged in Network Activity are properly qualified, skilled and experienced;

(c) carry out its obligations under the relevant Schedule or as laid down by the PCN Board in a proper, competent, professional and substantial manner in accordance with good clinical practice;

(d) perform its activities in compliance with all applicable laws, regulations and codes of practice;

(e) ensure that any of its employees visiting or carrying out duties at the premises of another Member in connection with the Network comply fully with all safety and security arrangements in force at such premises; and

(f) make any transfers of payments under Schedule 4 in a timely manner.

6.2 No Member may make any commitment to any third party that binds or affects, or purports to bind or affect another Member unless expressly authorised by that Member or, where the commitment is made on behalf of the Network as a whole, unless expressly authorised in advance by the PCN Board. No Member has the authority to pledge the credit of, or incur any financial liability or indebtedness on behalf of any other Member.

6.3 This Network Agreement relates to the activities of the Network under the Specification in order to enable each Core Network Practice to discharge its individual contractual obligations to the Commissioner under its separate GP Contract. Nothing in this Agreement constitutes, or will be deemed to constitute, a partnership between the Members, nor (except where expressly stated otherwise) make any Member the agent of another Member.

SCHEDULE 3 – ACTIVITIES

***Drafting Note**: This Schedule cannot be taken as a completely "off the peg" template since each Network will have different arrangements for allocating Network Activity, and so each Network must ensure that this is tailored to reflect how the Network has agreed it will operate. Although it is based on activity being directly performed by Core Network Practices (under a 'lead' or 'hybrid' model), it can be adapted for the 'flat' model under which the Core Network Practices are joint employers/parties, or where Network Activity is entrusted (in whole or part) to a sub-contractor including to a federation*

NETWORK ACTIVITIES FOR 2019-20

All Network Activity referred to below includes the fuller descriptions of each activity that can be found in the Specification, as cross-referenced below. Where the description of Network Activity in the Specification conflicts with any descriptions set out below, the Specification will prevail.

1. NETWORK CLINICAL DIRECTOR

1.1 The Clinical Director is identified in Schedule 1, and is employed or engaged by the Member identified in paragraph 4.3 of Part 2 of Schedule 1.

1.2 The Clinical Director will fulfil the roles and responsibilities of the Clinical Director as described in section 4.4.2 of the Specification.

1.3 The Member that employs or engages the Clinical Director will ensure that Clinical Director is able to fulfil his or her responsibilities.

1.4 The Clinical Director will report into the PCN Board.

*[**Drafting note**: in order for this schedule to cover all Network Activity, it includes references to the 2019/20 workforce roles (clinical pharmacist, social prescribing link worker) as below, with cross-references to Schedule 5 where the workforce detail is set out]*

2. CLINICAL PHARMACIST

The responsibility for the provision of the clinical pharmacist (**CP**) for the Network, and related responsibilities, are as set out in Schedule 5.

3. SOCIAL PRESCRIBING LINK WORKERS

3.1 The responsibility for the provision of the social prescribing link workers (**SPLW**) for the Network, and related responsibilities, are as set out in Schedule 5.

3.2 Each Core Network Practice will fulfil the responsibilities given to it under the Specification for co-operating with the SPLW, including:

(a) identifying a first point of contact for general advice and support for the SPLW, and facilitating the appropriate discussion of patient-related concerns by the SPLW (Specification § 4.5.16(b)); and

(b) making (where appropriate) referrals to the SPLW (Specification § 4.5.16(a))i)) and recording referrals to the SPLW (Specification § 4.5.16(c)).

3.3 The PCN Board will (and as appropriate will direct individual Core Network Practices to):

(a) oversee any due diligence and safeguarding concerning organisations to whom patients are directed by the SPLW (Specification § 4.5.16(e)); and

(b) promote awareness of the SPLW, and work in partnership with other stakeholders to create shared plans for social prescribing (Specification § 4.5.16(f) and 4.5.16(g)).

3.4 Associate Members will co-operate with the activities of the SPLW as reasonably required by the PCN Board.

4. EXTENDED HOURS ACCESS

4.1 The overall Network requirement for provision of Extended Hours Access (**EHA**) (Specification § 4.6.2) is as follows:

Overall Network Additional Clinical Sessions for EHA

Network aggregate contractor registered population (CRP)	Formula for calculation of EHA requirement	Total Weekly Network Additional Clinical Sessions for EHA
[*enter Network's aggregate CRP, as at 1 Jan 2019*]	30 minutes per 1,000 registered patients per week	[*calculate CRP÷1,000x30. This gives required EHA minutes, then round up or down to nearest quarter of an hour, and express the EHA requirement in hours*]

4.2 The Network will allocate the provision of the EHA requirement as follows:

***Drafting note**: the table below is populated as an example only, based on a notional Network EHA weekly requirement of 25 hours, which would be the 2019/20 EHA requirement for a network of 50,000 registered patients. The table should be completed to reflect allocations and the access and coverage requirements described in section 4.6.2 of the Specification.*

Network Member or other provider	**Amount of EHA to be provided per week (hours)**	**Patient catchment for EHA sessions** [*or amend if cover is on a different basis*]	**Proportion of Network EHA requirement provided:**
Practice A	5	Area A	20%
Practice B	3.5	Area B	14%
Practice C	3.0	Area C	12%
Practice D	4.5	Area D	18%
Practice E [or other provider, e.g. a federation] [*where not a Core Member Practice, identify which Practices hold the sub-contract*]	9	Area C	36%
Practice F	0	n/a	0%
Total hours and coverage	**25**	**A, B, C, D,**	**100%**

4.3 Each Member listed above will provide information to the PCN Board, for general circulation within the Network, on the details of its arrangements for EHA (for example: timing of appointments; where provided; and balance between face-to-face appointments and other channels).

5. GENERAL REQUIREMENTS, APPLICABLE TO ALL CORE NETWORK PRACTICES

All Core Network Practices will participate and engage in the general activities of the Network as required by the Specification, including the activities set out below:

Requirement	**Specification §**

To participate in patient engagement for the Network	4.4.4
To participate in data and analytics processes for the Network	4.4.3
To ensure that any necessary arrangements are in place for patient record sharing in connection with the Network	4.4.1.d
To engage in the planning of Extended Hours Access services	4.6.3
To publicise the availability of Extended Hours Access appointments, and any changes to those arrangements	4.6.5, 4.6.6
[*Any further requirements*]	

6. VARYING THE ALLOCATIONS OF NETWORK ACTIVITY

Where any Core Network Practice (and, if applicable, Associate Member) wishes to vary the allocations of Network Activity set out in this Schedule (whether for reasons of capacity, workforce changes or otherwise), it shall notify the PCN Board and the PCN Board (in Core Meeting) will endeavour in good faith to address any concerns or problems faced by that Member in the provision of Network Activity. However, unless the PCN Board agrees to vary the allocation of Network Activity, each relevant Member undertakes to fulfil the Network Activity allocated to it under this Schedule.

7. SUB-CONTRACTING OF NETWORK ACTIVITY

Where the Core Network Practices have agreed to entrust the provision of any Network Activity listed above to a sub-contractor (in compliance with the relevant GP Contract), the details of those arrangements are set out in or referenced in Schedule 7. The Core Network Practice(s) that are parties to those sub-contracts will, in co-operation with the PCN Board, manage the activities of the sub-contractor so as to ensure the proper performance of Network Activity by it.

8. LOCALLY AGREED ADDITIONAL NETWORK ACTIVITY

[*detail any locally commissioned Network activity (i.e. above the DES Network Specification) if applicable*]

9. REPORTING

9.1 The PCN Board will specify, in relation to all Network Activity listed above, the reporting requirements to be fulfilled by each relevant Core Network Practice (and, if applicable, Associate Member and/or sub-contractor) in respect of that activity. Such requirements will include, as applicable to each element of Network Activity:

(a) the format and frequency of reporting;

(b) the volume of relevant network activity;

(c) where applicable, the location of activity;

(d) patient outcomes;

(e) any serious untoward incidents;

(f) any complaints received;

(g) any other requirements specified by the PCN Board to support the "Network Dashboard" under paragraph 3.3.2 of the Network Guidance; [and

(h) *add any other specific reporting criteria that are required*].

9.2 Each Member will submit reports to the PCN Board in a timely manner in accordance with the reporting requirements required of it by the PCN Board.

10. NETWORK ACTIVITIES FOR 2020-21

The PCN Board will agree and update this schedule to reflect developing Network requirements published by NHS England for 2020-21 and later years.

SCHEDULE 4 – FINANCIAL ARRANGEMENTS

***Drafting Note**: As with Schedule 3, a one-size-fits all version cannot be provided for this schedule, which must necessarily be adapted to reflect the financial arrangements agreed by each network. We have however suggested a model structure, which can then be populated and/or varied as required.*

Part 1: Funding Allocations

1. OVERVIEW

This Schedule sets out how Core Network Practices have agreed to treat or allocate available Network Funding. For 2019/20, that funding consists of:

1.1 Amounts paid by the Commissioner to each Core Network Practice separately:

Network Participation Payment (at £1.761 per weighted patient per year), as set out in the General Medical Services Statement of Financial Entitlements *(reference: Specification § 2.16)*

1.2 Amounts paid by the Commissioner to the Nominated Payee on behalf of the Network:

(a) **Core PCN Funding** (at £1.50 per registered patient) *(Specification § 5.3.2)*

(b) **Clinical Director Funding** (on a population-based formula at 0.25 WTE per 50,000 registered population and at the specified rates) *(Specification § 5.3.1)*

(c) **Workforce (Additional Roles Reimbursement Sum)** for:

(i) Clinical Pharmacist (1.0 WTE*)

(ii) Social Prescribing Link Worker (1.0 WTE*)

*(Specification § 5.3.3. * 2 x WTE available for PCNs of 100,000 population, with increments for any additional 50,000 of population.)*

(d) **Extended Hours Access Appointments Payment** (at £1.45 p.a. per registered patient / £1.099 for 1 July 2019 to 31 March 2020) *(Specification § 5.3.4).*

1.3 Any local additional funding agreed with Commissioners is detailed below:

Local Additional Funding: [*set out any additional network funding and what it is for, or state 'none'*]

2. TABLE OF NETWORK FUNDING FOR 2019/20

2.1 The total amount of Network funding for 2019/20 is set out in the table below:

Funding Category	**Paid to:**	**Amount (or estimate) (£)**	**Notes** (including if amount is estimate)
Core PCN Funding	Nominated Payee	0000	
Clinical Director Funding	Nominated Payee	0000	
Clinical Pharmacist	Nominated Payee	0000	
Social Prescribing Link Worker	Nominated Payee	0000	
Extended Hours Access	Nominated Payee	0000	
Local Additional Funding	[*specify*]	0000	
Total PCN funding	--	**0000000**	

Drafting Note: *this assumes that the Network Participation Payment is retained by each practice for its own account and so is not treated as general Network funding. If that funding is to be contributed to the Network activity, amend as required.*

3. ALLOCATION OF NETWORK FUNDING

3.1 In this Schedule, the term **Responsible Party** refers to the Core Network Practice that directly employs or engages relevant Network workforce or performs Network Activity. Where Network Activity (including the engagement of workforce) is performed under sub-contract to any Core Network Practice(s) (whether by an Associate Member or other party), the Responsible Party is the Core Network Practice(s) party to the sub-contract. In the case of such sub-contracts, the relevant Responsible Parties are responsible for making payments to the sub-contractor, provided that the PCN Board may agree that payment should be made directly from the Nominated Payee to the sub-contractor on their behalf and not transferred initially to the relevant Responsible Party.

3.2 Where any workforce role, or other commitment, is undertaken by all Core Network Practices together as joint Responsible Parties (whether as joint employers under a joint contract of employment, or as joint parties to any other contract or engagement), references in this Schedule to the allocation of Network Funding to a Responsible Party shall be understood to refer to that Network Funding being

transferred directly from the Nominated Payee to the relevant employee or (if applicable) sub-contractor on behalf of all the Core Network Practices.

3.3 In this Agreement, a reference to paying or transferring relevant funding to a Core Network Practice includes the retention of that funding by that Core Network Practice for its own account (by transfer to its general account) where it is also the Nominated Payee.

3.4 The Core Network Practices agree that the Network Funding will be transferred, paid or allocated as follows.

Network Participation Payment

3.5 The amount of the Network Participation Payment received by each Core Network Member under its GP Contract is retained by that Core Network Practice for use at its discretion (whether in relation to general practice expenses incurred in relation to Network participation or otherwise).

Core PCN Funding

3.6 [An amount will be allocated from the Core PCN Funding to cover the 30% shortfall in the reimbursement of the Clinical Pharmacist Funding for 2019/20.]

3.7 The balance of the Core PCN Funding will be used and allocated as determined by the PCN Board acting in accordance with the Specification, this Agreement and the PCN Board's terms of reference.

Drafting note*: the use of the Core PCN Funding can be decided upfront (and additional provisions included here), or it can be held on account and used according to needs identified as the Network develops. Paragraph 3.6 is only relevant if the Network decides to meet the Clinical Pharmacist shortfall from Core PCN Funding, but this can be amended if other funding is to be used.*

Extended Hours Access

3.8 The aggregate Network Funding received in respect of Extended Hours Access will be transferred to those Responsible Parties providing the Extended Hours Access appointments, in proportion to the percentages set out in paragraph 4.2 of Schedule 3. By way of example only, a Core Network Practice that provides 15% of the aggregate Extended Hours Access appointment coverage would receive 15% of the aggregate Network funding for Extended Hours Access.

Drafting note*: this provides a straightforward pro-rata redistribution of the EHA funding according to EHA coverage.*

Clinical Director

3.9 The Network Funding received in respect of the Clinical Director will be transferred to the Responsible Party that employs or engages the Clinical Director.

Workforce – Additional Roles Reimbursement Sum

3.10 The Network Funding received in respect of the Clinical Pharmacist and the Social Prescribing Link Worker will be transferred to the Responsible Parties employing (or arranging for the engagement of) those persons.

3.11 In the case of the Responsible Party for the Clinical Pharmacist, an amount equal to the 30% shortfall described in section 5.3.3 of the Specification and Table 1 in section 5.6 of the Specification will be transferred to that Responsible Party for 2019/20 (using such funds as the PCN Board may determine).

3.12 Where any other workforce costs incurred by a Responsible Party exceed the relevant maximum reimbursable amount under Table 1 in section 5.6 of the Specification, then an amount equal to the difference between incurred costs and reimbursable costs shall be transferred out of the Core PCN Funding to the Relevant Practice incurring such costs (or, where the Core Network Practices agree, otherwise paid by the Core Network Practices in List Proportions), provided that:

(a) the Responsible Party in question has informed the PCN Board as soon as reasonably practicable that the relevant costs would exceed the maximum reimbursable amount; and

(b) the PCN Board, acting reasonably, is satisfied that such excess costs were or would be properly and necessarily incurred.

3.13 The relevant Responsible Parties will ensure (including through provision of information) that the conditions for the Additional Roles Reimbursement Sum set out in section 5.7 of the Specification are met, and the PCN Board will ensure that any returns and other reporting requirements required under the Specification for such reimbursement are fulfilled.

Part 2: Treatment of funding

1. NETWORK ACCOUNT

1.1 In this Part 2, **Network Account** means a bank account dedicated to the Network and which is not used for the receipt or holding of other monies. The Nominated Payee shall as soon as possible open or designate a Network Account, and shall give the PCN Board all relevant details of the Network Account.

1.2 The Nominated Payee shall, where Network Funding is initially received from the Commissioner into the Nominated Payee's account into which other payments under its GP Contract are received, promptly transfer the amount of all Network Funding received into the Network Account. Where the Nominated Payee is not a Core Network Practice, it shall request the Commissioner to pay Network Funding directly into the Network Account.

1.3 The Nominated Payee shall pay out sums from the Network Account to any Core Network Practices, Associate Members or other parties (including transfers into another account held by the Nominated Payee for its own account) solely in accordance with this Agreement.

1.4 The Nominated Payee will keep a record of all balances and transactions of the Network Account (and, if applicable, all initial payments of Network Funding to the Nominated Payee into its account under its GP Contract), and shall submit a copy of those records to the PCN Board on a monthly basis, within [10] working days from the end of each month.

1.5 Any interest accrued in the Network Account is to be held on trust for the benefit of the Network, for use for the purposes of the Network as the PCN Board may direct.

2. STATUS OF FUNDS

Network Participation Payment

2.1 The Core Network Practices acknowledge that the Network Participation Payment (as described in section 2.16 of the Specification) is received directly by each Core Network Practice from the relevant Commissioner.

2.2 Except to the extent (if any) that any monies deriving from the Network Participation Payment are required under this Agreement to be contributed by the Core Network Practices to any costs of the Network, such Network Participation Payment is for the account of the relevant Core Network Practice to use at its discretion.

Network Funding

2.3 The Core Network Practices acknowledge that:

(a) the Core PCN Funding (Specification § 5.3.2)

(b) the Clinical Director Funding (Specification § 5.3.1)

(c) the Workforce Additional Roles Reimbursement Sum (Specification § 5.3.3) for:

(i) Clinical Pharmacist; and

(ii) Social Prescribing Link Worker

(d) the Extended Hours Access Appointments Payment (Specification § 5.3.4)

(all of which, together, is the **Network Funding**),

is received by the Nominated Payee on behalf of and for the benefit of the Core Network Practices for the purposes set out in the Specification.

2.4 Accordingly, the Nominated Payee holds the Network Funding on a fiduciary basis and as trustee for the Core Network Practices, whose beneficial interest in the Network Funding is (subject to their performance of their corresponding obligations) divided between them in proportion and according to the allocations for the Network Funding set out in Schedule 4 (*Financial Arrangements*). Accordingly, each relevant Core Network Practice receives its portion of such funding as payment from the Commissioner for its provision of relevant healthcare services forming part of the Network Activity.

2.5 Where the Nominated Payee is an Associate Member, and without prejudice to paragraph 2.4 above, it holds the Network Funding as agent on behalf of all the Core Network Practices. That Associate Member has no beneficial interest in the Network Funding in connection with its status as Nominated Payee, and only has an interest in relevant funds on its own account to the extent that a payment is made to it in accordance with this Agreement on behalf the Core Network Practices for any activity undertaken by that Associate Member, including under any relevant sub-contract. Where any Network Funding is transferred to an Associate Member or third party for performance of relevant healthcare services forming part of the Network Activity, that funding is transferred by Core Network Practices in consideration of the sub-contracted performance of those healthcare services by that Associate Member or third party.

3. PAYMENT OF NETWORK FUNDING TO CORE NETWORK PRACTICES

3.1 The Nominated Payee shall pay amounts from the Network Funding to Core Network Practices in accordance with the allocations set out in Part 1 of this Schedule 4.

3.2 All payments and transfers to be made under this Schedule to a Core Network Practice from the account operated by the Nominated Payee are to be made:

(a) where the relevant amount is already established, or can reasonably be estimated, within [10] working days from the date that the relevant funding is received by the Nominated Payee (and subject to subsequent reconciliation in the case of estimated amounts); or

(b) where responsibility for the activity to which the relevant funding relates has not yet been allocated, or where the PCN Board otherwise reasonably determines that a payment or transfer is not to be made immediately, within [10] working days of the PCN Board confirming that the transfer or payment should be made.

4. WITHHOLDING OR NON-PAYMENT OF NETWORK FUNDING

4.1 Where the PCN Board, or the relevant Commissioner, considers that any Core Network Practice has not satisfactorily discharged the responsibilities to which relevant Network Funding was allocated, the Nominated Payee may delay transfer of relevant Network Funding to the relevant Core Network Practice. In the event that the issue is satisfactorily resolved, the Nominated Payee shall promptly transfer the relevant monies.

4.2 In the event that the Commissioner requires the return of any Network Funding on grounds of non-performance of the Specification, the Core Network Practices responsible for such non-performance shall, where the relevant Network Funding has already been transferred to them, promptly arrange for the return of any relevant amounts to the Commissioner. The PCN Board will decide, in such cases, whether it will challenge the allegation of non-performance of the Specification.

5. COSTS AND EXPENSES

5.1 The Core Network Practices acknowledge that transfer of Network Funding under this Schedule represents payment from the Commissioner for the provision of relevant healthcare services according to the allocations set out in this Agreement, and includes, therefore, payment from the Commissioner for all costs and expenses incidental to the provision of those services. Accordingly, if and to the extent that such Network Funding either exceeds, or is less than, the costs incurred by a Core Network Practice in the provision of the relevant services or activity, then, subject to any actions taken under paragraph 5.2, the amount of any such profit or loss is for the account of the relevant Core Network Practice.

5.2 Where any Core Network Practice considers that the allocation of Network Funding to it does not fairly represent the costs reasonably attributable to that activity, it may request the PCN Board to reconsider the matter and to vary the relevant allocations and the PCN Board shall attempt in good faith to address any such issues so as to achieve a fair and reasonable allocation of Network Funding according to the particular activities undertaken by each Core Network Practice and their associated costs. In such case, the PCN Board may direct that all or part of any such shortfall shall be met from such funding sources, and in such proportions, as the PCN Board may decide.

5.3 Where any Network Funding has not been transferred to a Responsible Party in respect of Network Activity, or otherwise accounted for at the end of any relevant financial year, the PCN Board shall direct the Nominated Payee to transfer the amount of any surplus to the Core Network Practices in List Proportions (or in such proportions as the PCN Board may otherwise decide) as income under their respective GP Contracts. The PCN Board may take account of any such surplus received in determining the amounts of any contributions from a Core Network Practice in any subsequent year.

6. VAT AND TAXATION

6.1 The Members consider that the transfers of Network Funding to Core Network Practices under this Agreement represent transfer of payment from the

Commissioner for the provision of healthcare services (including, where applicable, payment then made to a sub-contractor), and is not subject to VAT. In the event that, notwithstanding, any liability for VAT arises in connection with any transfer or payment of Network Funding, the PCN Board will consider what steps (if any) should be taken (which may include a revision to the allocations of Network Funding, or other amendment to this Agreement) to achieve a fair and reasonable outcome for all Core Network Practices.

6.2 Without prejudice to paragraph 6.1 and any provisions in this Agreement concerning the allocation of Network Funding, each Core Network Practice and Associate Member shall bear its own liability for any taxation (including for income tax or corporation tax as applicable) in the performance of Network Activity or otherwise in connection with the Network.

SCHEDULE 5 – WORKFORCE

***Drafting Note**: This Schedule requires completion by the Networks (as indicated below in square brackets) as the entities employing or engaging the Clinical Pharmacist and the Social Prescribing Link Worker, and any further staff, and the basis of those engagements, will differ between Networks.*

1. CLINICAL PHARMACIST

1.1 The responsibility for the provision of the clinical pharmacist (**CP**) for the Network is as set out below:

Entity employing or engaging the CP:	**Basis of CP's engagement:**	**WTE**
[*if the CP is employed by one practice, identify the practice (or all practices, if the CP is jointly employed by all practices under the 'flat' model); or if provided by a sub-contractor, identify the sub-contractor and which Core Network Practices (if not all) are parties to that sub-contract*]	[*specify whether employed, or engaged under other arrangements*]	[*this may be up to 2xWTE or more depending on network size*]

1.2 Where the CP is engaged by a Core Network Practice, that Practice will:

(a) inform the PCN Board of the identity of the CP, his or her qualifications, and membership of professional clinical networks; and

(b) in co-operation with the PCN Board, ensure that the CP fulfils the roles and responsibilities set out in section 4.5.15 of the Specification and in accordance with the Network Guidance.

1.3 Where the CP is to carry out activity across the Network at different premises, the relevant Core Network Practices will make available suitable facilities at no charge to the CP's employer or any other Core Network Practice. Details of any such arrangements will be circulated by the PCN Board.

1.4 Where the CP is engaged by a sub-contractor on behalf of the Core Network Practices, the PCN Board will oversee the performance of the CP under those sub-contracting arrangements.

2. SOCIAL PRESCRIBING LINK WORKERS

2.1 The responsibility for the provision of the social prescribing link workers (**SPLW**) for the Network is as set out below:

Entity employing or engaging the SPLW:	Basis of SPLW's engagement:	WTE
[*if the SPLW is employed by one practice, identify the practice (or all practices, if the SPLW is jointly employed by all practices under the 'flat' model); or if by a sub-contractor, identify the sub-contractor and which Core Network Practices are parties to the sub-contract*]	[*specify whether employed, or engaged under other arrangements*]	[*this may be up to 2xWTE or more depending on network size*]

2.2 Where the SPLW is engaged by a Core Network Practice, that Practice will:

(a) in co-operation with the PCN Board, ensure that the SPLW fulfils the roles and responsibilities set out in paragraph 4.5.16 of the Specification; and

(b) inform the PCN Board of the identity and qualifications of the SPLW and any other relevant matters.

2.3 Where the SPLW is to carry out activity across the Network at different premises, the relevant Core Network Practices will make available suitable facilities at no charge to the SPLW's employer or any other Core Network Practice. Details of any such arrangements will be circulated by the PCN Board.

2.4 Where the SPLW is engaged by a sub-contractor on behalf of the Core Network Practices, the PCN Board will oversee the performance of the SPLW under those sub-contracting arrangements.

3. FURTHER WORKFORCE ARRANGEMENTS

3.1 Where the PCN Board decides to employ or engage any staff beyond those detailed in paragraphs 1 and 2 to participate in Network Activity or assist with the Network (whether in patient-facing roles or otherwise), the details of such additional staff are set out below:

Role	Entity employing or engaging the role:	Basis of engagement:	WTE
[*describe additional role*]	[*if employed by one practice, identify the practice (or all practices, if the role is jointly employed by all practices under the 'flat' model); or if by a sub-contractor, identify the sub-*	[*specify whether employed, or engaged under other arrangements*]	

	contractor and relevant Core Network Practices]		

3.2 The principles described in paragraphs 1.3 and 1.4 (in relation to the CP) apply by analogy to any addition staff under this paragraph 3

4. GENERAL

4.1 Where any Network Employee is to carry out activity across the Network at different premises, the relevant Core Network Practices will make available suitable facilities at no charge to the Network Employee's employer or any other Core Network Practice. Details of any such arrangements will be circulated by the PCN Board. In such cases, the Network Employee's employment contract will set out that their duties are to work with and across all Core Network Practices (and at other premises as may be directed) but that they will remain under the direction of the employing Core Network Practice(s), which shall not place the Network Employee on secondment, or sub-contract their services, to any other Core Network Practice.

4.2 [*Any additional or general requirements can be added*]

SCHEDULE 6 – INSOLVENCY EVENTS

The following events are to be considered events of insolvency referred to in Clause 75. References to "Member" below are, where a Member is a Core Network Practice, references to the legal entity that makes up that Core Network Practice which is the "Contractor" as defined in that Core Network Practice's GP Contract:

(a) where a Member is, or is deemed for the purposes of any law to be, unable to pay its debts or insolvent;

(b) where a Member admits its inability to pay its debts as they fall due;

(c) the value of a Member's assets being less than its liabilities (taking into account contingent and prospective liabilities);

(d) where, by reason of actual or anticipated financial difficulties, a Member commences negotiations with creditors generally with a view to rescheduling any of its indebtedness;

(e) where a Member suspends, or threatens to suspend, payment of its debts (whether principal or interest) or is deemed to be unable to pay its debts within the meaning of Section 123(1) of the Insolvency Act 1986 or, where a sole practitioner, is deemed unable to pay its debts or to have no reasonable prospect of doing so (within the meaning of Section 268 of that Act) or, being a partnership, has any partner to whom any of the foregoing apply;

(f) where a moratorium is declared in respect of any of a Member's indebtedness;

(g) where a Member calls a meeting, gives a notice, passes a resolution or files a petition, or an order is made, in connection with the winding up of that Member (save for the sole purpose of a solvent voluntary reconstruction or amalgamation);

(h) where a Member has an application to appoint an administrator made or a notice of intention to appoint an administrator filed or an administrator is appointed in respect of it or all or any part of its assets;

(i) where a Member has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver or similar officer (in each case, whether out of court or otherwise) appointed over all or any part of its assets;

(j) where a Member takes any steps in connection with proposing an individual or company voluntary arrangement or an individual or company voluntary arrangement is passed in relation to it, or it commences negotiations with all or any of its creditors with a view to rescheduling any of its debts;

(k) where a Member has any steps taken by a secured lender to obtain possession of the property on which it has security or otherwise to enforce its security;

(l) where a Member has any distress, execution or sequestration or other such process levied or enforced on any of its assets which is not discharged within 30 calendar days of it being levied;

(m) where a Member substantially or materially ceases to operate, is dissolved, or is de-authorised;

(n) where a Member is clinically and/or financially unsustainable as a result of any clinical or financial intervention or sanction by the regulator responsible for that Member or the Secretary of State and which has a material adverse effect on the carrying out of that Member's obligations under this Agreement; or

(o) where a trust special administrator is appointed over a Member under the National Health Service Act 2006 or a future analogous event occurs.

SCHEDULE 7 – ARRANGEMENTS WITH ORGANISATIONS OUTSIDE THE NETWORK

1. SUB-CONTRACTS OF NETWORK ACTIVITY

1.1 The table below sets out all sub-contracts of Network Activity. A sub-contract of Network activity is any contract through which the Core Network Practices entrust the provision of any activity set out in the DES Network Specification to an entity that is not a Core Network Practice (and including where the sub-contractor is an Associate Member).

1.2 A sub-contract can be held on behalf of the Network by all Core Network Practices jointly, or by one or more Core Network Practices on behalf of all the Core Network Practices.

Network activity under the Network DES being entrusted to a sub-contractor	Core Network Practice(s) that are parties to the sub-contract (or state "all")	Identity of sub-contractor	Confirmation of Commissioner consent and GP Contract compliance*
[identify which activity] [or state 'None']	[All / Practice A]	[name of legal entity]	[Y] [date]

** The requirements for prior Commissioner consent to sub-contracting, and other sub-contracting controls, are set out in the GP Contract of each Core Network Practice. Even where only one Core Network Practice holds the sub-contract, that is a sub-contracting by each Core Network Practice of its DES Network Specification obligations, and so Commissioner consent should be obtained on behalf of all Core Network Practices under their respective GP Contracts for any sub-contract of Network DES activity. The provision by one Core Network Practice of certain Network Activity allocated to it under this Mandatory Network Agreement is not considered a sub-contract for this purpose.*

1.3 The Core Network Practices agree that, if any new sub-contracts of Network Activity are entered into, they shall (through the PCN Board or as otherwise agreed) conduct appropriate due diligence into the suitability of any potential sub-contractor, including verification of any necessary regulatory compliance and insurance and indemnity arrangements, and each Core Network Practice will seek to secure prior Commissioner consent under its GP Contract in a timely manner.

2. THIRD-PARTY CONTRACTS

***Drafting note**: a Network may have no contractual arrangements with third parties that are not actual sub-contracts of Network activity (as above), as opposed to other less formal collaborative forums, clinical networks, protocols, etc. This section should only be used where a legally enforceable contract is in place, and so it may not therefore be relevant for many Networks, at least for 2019/20.*

2.1 The table below sets out all contracts entered into by one or more Core Network Practices on behalf of the Network. It **does not cover**:

(a) any sub-contracts of Network activity (as identified in paragraph 1 above)

(b) any contracts entered into by any Core Network Practice that are unrelated to the activity of the Network as a whole.

Purpose of third-party contract	**Core Network Practice(s) that are parties to the contract (or state "all")**	**Identity of third-party contractor**	**Comment**
[identify scope of contract]	[All / Practice A]	[name of legal entity]	[any comment]

3. INFORMAL (NON-CONTRACTUAL) COLLABORATIVE ARRANGEMENTS

The table below identifies other collaborative arrangements involving the Network (which are not sub-contracts of Network Activity under paragraph 1 above or actual contracts under paragraph 2). These may for example include local co-operation arrangements with community care, local authorities and other stakeholders.

Arrangement	**Participating stakeholders**	**Basis of collaboration**	**Document reference**
[identify the relevant forum, collaboration or network]	[e.g local authority, other]	[identify basis – these are not contracts as such]	[identify and/or link to any memorandum, protocol or other way in which collaboration is documented]

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