**NETWORK NORTH**

**PRIMARY CARE NETWORK DES**

**NETWORK AGREEMENT**

**MAY 2019**

**SCHEDULE 1**

**NeTWORK SPECIFICS**

1. **INTRODUCTION**

The intent of this Agreement is to support the delivery of the individual and collective responsibilities of the Network Contract Directed Enhanced Service Scheme (the “Network Contract DES”) as set out in Chapter Four of *Investment and Evolution: A five year framework for GP contract reform*, and to support the ways in which general practices and local primary and community health care providers agree to work together to deliver more integrated services to their populations.

It is recognised that the successful implementation of a primary care network will require strong relationships and the creation of an environment of trust, collaboration and innovation and this Agreement seeks to support those relationships.

Signatories to this Agreement are referred to as Members.

Members include the Core Network Practices and may include any other organisations that form part of this primary care network (the “Network”). The membership is likely to develop over time with the maturity of the Network.

Core Network Practices are the GP practices listed below who will sign up to and be responsible for delivering the requirements of the Network Contract DES which includes the Network Contract DES specification published by NHS England. The legal entity that constitutes a Core Network Practice will be the “Contractor” as defined in that Core Network Practice’s existing primary medical care contract.

This Agreement:

• Supplements and operates in conjunction with the Core Network Practices’ existing primary medical care contracts and the respective obligations under these contracts continue;

• Creates our Network;

• Sets out the principles of our Network and how the requirements of the Network Contract DES will be delivered;

• Includes the financial, workforce and other arrangements between the Members; and

• Details how Core Network Practices will work collaboratively with other Members

1. **NAME OF NETWORK**

The name of our network is Network North.

1. **NETWORK AREA**

The geographical area covered by our Network is detailed in Appendix 1.

1. **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 Ecclesfield Group Practice, Mill Road Sheffield S35 9XQ.

1. **CLINICAL DIRECTOR**
2. The Clinical Director of our Network is Dr Nicola Moody.
3. The Clinical Director was appointed by the process set out below.

**Application Process**

Candidates who met the qualifying criteria were asked to apply by way of a supporting letter indicating in no more than one side of A4 paper why they feel that they are the most suitable candidate for the role of Network North’s Clinical Director.

**Application(s) Received**

1. **Single Application**

There was only one application which was circulated to member practices. The successful candidate received 5 votes (noting 3 or more were required)

As the successful candidate is already a member of the Steering Group an additional GP from the practice is required to be nominated to sit on the Steering Group.

1. **MEMBERSHIP, MEETINGS AND DECISION-MAKING**

**Membership of Core Network Practices**

Each member practice is represented by one GP and one management representative.

Current membership for the year 1.4.2019 to 31.3.2020 is as follows: -

* Ecclesfield Group Practice - Michelle Payling and Dr Jessica Sibson,
* ChapelgreenPractice - Dr Nicola Moody and Blake Foster,
* FoxhillMedical Centre - Mandy Neville and Dr Amanda Rosario,
* Grenoside Surgery - Dr James Moody and Chris Stocks,
* Mill Road Surgery - Angie Hartley and Dr Grace Vas.

Nominated and agreed steering group members for the same period are as follows: -

Michelle Payling, Dr Amanda Rosario, Chris Stocks, Dr Grace Vas and Dr Nicola Moody.

**Meetings of Core Network Practices**

Full meetings should be attended at least one representatives from each of the five practices; however, on occasions attendees may be invited from any outside organisation by invitation of the group.

Steering group meetings should be attended by at least seventy-five percent of the representatives from each of the five practices, either the nominated member or their nominated deputy.

Inclusion of the five practices attached staff, both clinical and non-clinical and their respective patient participation groups will be fulfilled as part of our vision statement.

**Autonomy and Decision Making**

The five named practices agree to remain independent to secure our autonomy and we will agree to continue to make decisions in line of best practice for each of the individual named practices, however, as part of this Network Agreement we will support projects in order to facilitate decision making at each practice.

We agree to work together on agreed projects without compromising our individual practice autonomy.

Voting will be on the basis of one practice and one vote.

**Meetings of Network Members**

We aim for the steering group to meet monthly and the whole group to meet quarterly. This meeting would either be face to face or by other means depending on service delivery needs.

Minutes of meetings will be taken by a nominated secretary and circulated within a month of the meeting to be agreed as accurate

SCHEDULE 2

ADDITIONAL TERMS

1. **COMMENCEMENT AND STATUS**

1. In accordance with the Network Contract DES specification, this Agreement will be effective on the date that the commissioner receives confirmation from the Core Network Practices that all Members have signed the Network Agreement.

2. As soon as practical after the commissioner receives such confirmation, the Core Network Practices must notify other Members of the date that the Agreement became effective.

3. Our Network is established from the date this Agreement becomes effective.

4. Each Core Network Practice warrants that it has confirmed its participation in the Network Contract DES in accordance with the process set out in the Network Contract DES specification.

5. We agree that this Agreement is legally binding and is not an NHS Contract pursuant to section 9 of the National Health Service Act 2006.

6. In addition to the agreed terms set out in Clauses 1 to 108 (“the Clauses”), we have agreed specific matters about our Network and matters relating to the operation of our Network. These are set out in Schedule 1.

7. Where we have agreed rights and obligations that are additional to or, where expressly stated, replace, any of these Clauses, these are set out in Schedule 2.

1. Principles

8. We acknowledge that nothing in this Network Agreement in intended to vary, relax or waive any rights or obligations contained in the Core Network Practices’ primary medical services contracts relating to the provision of essential services under those contracts.

9. We will work together to establish an integrated and collaborative team environment to deliver the activities and aims of our Network.

10. We will co-operate with each other in a timely and effective way and give to each other such assistance as we may reasonably require in connection with this Agreement.

11. We will openly, honestly and efficiently share information with each other that is relevant to our Network in the manner set out in this Agreement.

12. We will aim to update this Agreement to incorporate relevant statutory changes and any changes in the way we work together as agreed in accordance with the decision-making process set out in this Agreement.

13. We will aim to update this Agreement as and when required. This will include when a national variation is published which is discussed by NHS Commissioning Board and the British Medical Association through the usual process or at any other point that circumstances require to enable the Core Network Practices to deliver any new Network Contract DES requirements.

**3. GENERAL OBLIGATIONS AND PATIENT INVOLVEMENT**

15. We will carry out our obligations under this Agreement.

16. We will carry out our obligations with all due care, skill and ability and use our best endeavours to promote the interests of patients.

17. We will devote such time as may be required to properly carry out our obligations.

18. In carrying out our obligations, we will comply with all applicable laws.

19. We are each responsible for ensuring our individual regulatory compliance.

20. Where any incident that may impact on patient safety arises or where there is any potential breach of the Network Contract DES, we will ensure that all Core Network Practices are made aware as soon as practicable after we become aware of the issue. This is in addition to any action that may be required by our own services contracts.

21. Where any patient safety incident or potential breach of the Network Contract DES is investigated by a commissioner or a regulator, we will work collectively to respond to such investigation and share all relevant information with each other, the commissioner or regulator (as relevant) for the purpose of that investigation.

22. Where any of us propose any change to the services we provide to patients at a Network level, we will discuss how to best to involve and/or inform patients of those proposed changes in line with our collective and individual patient engagement obligations.

**4. ACTIVITIES**

23. We agree that as members of our Network we will aim to work together in a collaborative manner to deliver network-based services. The arrangements for this collaborative working will be set out in Schedule 3. We acknowledge that Schedule 3 describes activities which will be undertaken by Core Network Practices and those which will be undertaken by all Members in relation to our Network. We each agree to comply with our individual obligations as set out in Schedule 3.

**5. FINANCIAL ARRANGEMENTS**

24. We acknowledge that Schedule 4 describes the financial arrangements between the Core Network Practices and, if relevant, financial arrangements relating to the other Members. We each agree to comply with our individual obligations as set out in Schedule 4.

25. We each agree that where we receive payments to carry out any activity under this Agreement, that payment is utilised in a manner that constitutes an efficient and effective use of NHS funding.

1. **WORKFORCE**

26. The aim of our Network is to deliver integrated primary and community health care services as outlined in Schedule 3, supported by an integrated workforce team.

27. Although the aim of our Network is to work as an integrated primary and community health care team, we will each have individual responsibility for our own staff. This Agreement does not automatically cover the arrangements for staff employed by individual Members relating to services that are outside the scope of this Agreement, but it can be expanded should Members so wish.

28. We acknowledge that Schedule 5 sets out workforce arrangements including the employment arrangements of any additional staff. We acknowledge that “additional staff” here refers to additional staff as defined and further explained in the Network Contract DES specification. Schedule 5 may also set out any arrangements for the re-organisation of existing staff for the purposes of carrying out activity for our Network. We each agree to comply with our individual obligations as set out in Schedule 5.

29. Where an individual is engaged by a Member for the purpose of carrying out an activity set out in this Agreement, we will include in Schedule 5 the employment arrangements and how the relevant individual will be deployed in relation to the relevant activity.

30. The Core Network Practices must ensure that at all times a Clinical Director has been appointed and is in place. The Clinical Director will have responsibility for delivering the relevant role requirements set out in the Network Contract DES specification. We may agree additional role requirements for the Clinical Director. If we agree additional role requirements, these will be set out in Schedule 2 and these will be in addition to and not replace the role requirements set out in the Network Contract DES specification.

31. The name of the Clinical Director and the method of appointment are set out in Schedule 1.

1. INFORMATION SHARING AND CONFIDENTIALITY

32. For the purposes of this Agreement, confidential information means the provisions of this Agreement and all information provided in connection with this Agreement which is secret or otherwise not publicly available (in both cases in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, in all cases whether disclosed orally or in writing before or after the date of this Agreement.

33. The Network will work under a signed Data Sharing Agreement taken from any national template available.

34. We may each request from any Member any information, including confidential information, which the requesting Member, acting reasonably, considers is necessary to enable us to carry out the activity of our Network as set out in this Agreement. Such information may include (but is not limited to) patient records, information on expenditure on Network related activity, information on performance of activity under this Agreement and information on workforce arrangements.

35. Where information, including confidential information, is requested by a Core Network Practice, acting reasonably, for submission to the commissioner for the purposes of showing compliance with the Network Contract DES specification, we will provide the information so requested.

36. Provided information is requested in accordance with Clause 33, we agree that we will not unreasonably withhold agreement to share information following a request from another Member.

37. We will ensure that any information provided to another Member in accordance with this Agreement is accurate in all material respects and we will provide such information within reasonable timescales and in the format requested, having regard to any due contractual or legal obligations.

38. We agree that sharing and processing of patient records and other information considered to be personal data under any applicable data protection legislation will take place as and when it is required. Before any personal data is shared between any Members, the relevant Members will enter into a data sharing agreement. If any Member processes personal data on behalf of other Members, the relevant Members will enter into a data processing agreement.

39. Unless the information is to be provided to a commissioner to show compliance with the Network Contract DES specification, we will keep confidential all confidential information disclosed to any one of us by any Member in connection with this Agreement and we will use all reasonable endeavors to prevent staff in our organisations or any other person under our express or implied control from making any disclosure to any person of that information.

40. In addition to disclosing any confidential information to the commissioner for the purposes of the Network Contract DES, any Member may disclose another Member’s confidential information:

a) To comply with applicable legislation;

b) To any appropriate regulatory body;

c) In connection with any dispute resolution or litigation between the Members; and

d) As permitted under any other express arrangement or other provision of this Agreement,

Provided that:

e) The Member whose confidential information is being disclosed is, where practicable, given prior notification of the disclosure;

f) The disclosure is reasonably considered to be necessary; and

g) Where practicable, the intent to disclose is discussed with the Clinical Director prior to the disclosure.

We may agree additional arrangements in relation to information sharing and confidentiality. If we agree additional arrangements, these will be set out in Schedule 2.

1. **CONFLICTS OF INTEREST**

41. The Core Network Practices and the Clinical Director will develop arrangements for managing conflicts of interest.

42. The conflicts of interest arrangements will include arrangements for identifying and declaring interests, maintaining a register of interests, and the management of any conflicts of interest.

43. Once agreed by the Core Network Practices, the arrangements will apply to all Members.

1. **VOTING**

44. Each voting Practice Member shall have one (1) vote against each proposal.

45. All matters shall be determined on the majority of consent of all Voting Memebrs unless otherwise stated in the Agreement (specifically, as in matters realting to clauses 46-49 below)

1. **PARTICIPATION IN SERVICE DELIVERY**

46. Each nationally published service specification that forms a key component of the Network Contract DES will be considered on a case by case basis.

47. The Practice Members will take a unanimous view on the viability of providing the service to 100% of the population within the funding envelope offered.

48. The service delivery model must be unanimously agreed.

49. In any case where there is not unanimous agreement, the Network will advise the appropriate commissioners that the service cannot be provided as specified or within the proposed funding and commence negotiations with the commissioners on the relevant issues as collectively agreed by the Practice Members.

1. INTELLECTUAL PROPERTY

50. For the purposes of this Agreement, intellectual property means rights in and to inventions, patents, design rights (registered or unregistered), copyrights, rights in confidential information, database rights and any similar or analogous rights that exist anywhere in the world and including any application for any registration of the foregoing.

51. Each of us has our own existing intellectual property and we will retain the ownership of our respective intellectual property rights.

52. If any of us creates any new intellectual property in the course of this Agreement, the Member which creates the intellectual property will own the rights to that intellectual property unless agreed otherwise.

53. We agree that in the interest of our Network we will grant to each other a royalty free non-exclusive license to use our existing and newly created intellectual property for the purposes of fulfilment of our obligations under this Agreement.

54. We may decide a different approach to intellectual property matters. If we agree on a different approach, we will set this out in Schedule 2 and that approach in Schedule 2 will replace Clauses 50 to 54.

1. JOINING THE NETWORK

55. Clauses 55 to 59 below set out the minimum requirements relating to situations where an organisation wishes to join our Network. We may agree additional arrangements in relation to an organisation joining our Network. If we do agree additional arrangements, these will be set out in Schedule 2. We acknowledge that any additional arrangements set out in Schedule 2 will be in addition to, and not replace, Clauses 55 to 59 which will continue to apply.

56. A person or organisation may from time to time indicate to one or more Members that it wishes to join our Network. Where this occurs, the relevant Member(s) will notify the Clinical Director and the request shall be discussed by all other Members as soon as practicable, as per the governance arrangements set out within Schedule 1.

57. In accordance with the arrangements for meetings and decision-making as set out in Schedule 1, it will be considered and decided whether it is appropriate for that person or organisation to join our Network.

58. We acknowledge that where a person or organisation seeking to join our Network would be a Core Network Practice, the Network Contract DES specification states that commissioner approval (not to be unreasonably withheld) will be required prior to that person or organisation joining.

59. Where a person or organisation joins our Network, this Agreement will be updated in accordance with the variation procedure to include reference to that persons or organisation as a Member and to reflect any consequential amendments to the Schedules of this Agreement that have been determined.

1. LEAVING THE NETWORK

60. Clauses 60 to 80 below set out the minimum requirements relating to situations where a Member departs or is required to leave our Network. We may agree additional arrangements in relation to Member(s) leaving our Network. If we do agree additional arrangements, these will be set out in Schedule 2. We acknowledge that any additional arrangements set out in Schedule 2 will be in addition to, and not replace, Clauses 60 to 80 which will continue to apply.

a. Voluntary departure

61. Though anticipated to be rare, a Member may choose to leave our Network. From the date the Member leaves our Network that Member will also be removed from this Agreement and the Agreement will continue in force as between the remaining Members unless determined otherwise in accordance with the decision-making arrangements set out in Schedule 1 and any relevant requirements of the Network Contract DES specification.

62. Where a Member which is not a Core Network Practice wishes to leave our Network, it will notify all Members of its intention to leave and provide a preferred leaving date which must be at least three months after it notifies all Members of its intention to leave unless a different notice period is included in Schedule 2. Clauses 63 to 65 will apply in this situation.

63. In accordance with the arrangements for meetings and decision-making as set out in Schedule 1, the following matters will be considered or determined (as relevant):

1. The consequences of that Member’s departure in relation to Network activities, financial arrangements, workforce, the continued viability of our Network, and any other Network related matters;
2. The actions required of the departing Member; and
3. The actual leaving date.

64. The departing Member agrees to comply with all reasonable actions that are determined to be required of it before the actual leaving date. Such actions may include executing such documents as are required to ensure the business of our Network can be continued by the remaining Members. In accordance with Clause 60, we may have agreed additional general obligations in relation to Member(s) leaving our Network in Schedule 2. A departing Member will also comply with any of those obligations. If any actions are not completed prior to the actual leaving date, the departing Member will complete those actions as soon as practicable after that date.

65. With effect from the date the Member leaves our Network, we will ensure that this Agreement is updated in accordance with the variation procedure to remove references to the departed Member and to reflect any changes to the Schedules that have been determined, including, without limitation, changes to services taking into account any relevant requirements of the Network Contract DES specification.

66. Where a Core Network Practice wishes to leave our Network, it will notify all Members of its intention to leave and provide a preferred leaving date which must be at least six months after it notifies all Members of its intention to leave unless a different notice period is included in Schedule

Clauses 67 to 71 will apply in this situation.

67. The Core Network Practices will ensure that the commissioner is notified as soon as practicable after all Members are notified of the intention of a Core Network Practice to leave. All Core Network Practices will work together with the commissioner in relation to determining appropriate arrangements relating to that Core Network Practice leaving in accordance with the Network Contract DES specification.

68. In accordance with the arrangements for meetings and decision-making as set out in Schedule 1, the following matters will be considered or determined (as relevant) having regard to any views of the commissioner:

a) The consequences of the Core Network Practice’s departure in relation to Network activities, financial arrangements, workforce and any other Network related matters;

b) The actions required of the departing Core Network Practice; and

c) The actual leaving date.

69. It is acknowledged that while commissioner approval is not required for a Core Network Practice to cease to be signed up to the Network Contract DES, when a Core Network Practice is leaving our Network, the process to leave set out in the Network Contract DES specification must be followed.

70. The departing Core Network Practice agrees to comply with all reasonable actions that are determined to be required of it before the actual leaving date. Such actions may include executing such documents as are required to ensure the business of our Network can be continued by the remaining Members. In accordance with Clause 60, we may have agreed additional general obligations in relation to Member(s) leaving our Network in Schedule 2. A departing Member will also comply with any of those obligations. If any actions are not completed prior to the actual leaving date, the departing Core Network Practice will complete those actions as soon as practicable after that date.

71. With effect from the date the Core Network Practice leaves our Network, we will ensure that the Agreement is updated in accordance with the variation procedure to remove references to the departed Core Network Practice and to reflect any changes to the Schedules that have been determined.

b. Expulsion

72. A Member may be required to leave our Network in certain circumstances. These include committing an act or omission set out in Clause 73 below or where an event set out in Clause 76 below occurs. From the date a Member is expelled from or required to leave our Network that Member will be removed from this Agreement and the Agreement will continue in force as between the remaining Members unless determined otherwise in accordance with the decision-making arrangements set out in Schedule 1 and any relevant requirements of the Network Contract DES specification.

73. A Member must notify the relevant individual/groups as set out within the governance arrangements within Schedule 1 if that Member or another Member:

a) Fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 calendar days after being notified in writing to make such payment;

b) Commits a material breach of any term of this Agreement and that breach is either irremediable or (if such breach is remediable) fails to remedy that breach within the period determined and notified in writing;

c) Repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Agreement; or

d) Is not in breach of this Agreement but we have set out in Schedule 2 additional circumstances which enable us to take steps to expel a Member, and those additional circumstances apply to a Member, and for the purposes of Clause 73(b) material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which one or more Members would otherwise derive from this Agreement.

74. Where a Member has notified the relevant individuals/groups in accordance with Clause 73 and in accordance with the arrangements for meetings and decision-making as set out in Schedule 1, the following matters will be considered or determined (as relevant):

a) The process to be followed for investigating the matter;

b) If it is determined that the event occurred:

i. The consequences of the event in relation to Network activities, financial arrangements, workforce and any other Network related matters;

ii. The actions required of any Member including the Member determined to have committed the event;

iii. Whether, taking into account the seriousness of the event and any other relevant factors, the Member should be given the opportunity to rectify the matter or whether the relevant Member should be expelled from our Network;

c) If it is determined that the Member is to be expelled, any actions required of that Member and the expulsion date.

75. Where it is determined that a Core Network Practice committed the event and expulsion of that Core Network Practice is likely, any consideration or determination will have regard to any views of the commissioner and it is acknowledged that the process to leave as set out in the Network Contract DES specification must be followed.

76. A Member must notify all other Members as soon as it becomes aware that any of the events below may occur to that Member or another Member:

a) A Member is a Core Network Practice and its primary medical services contract expires or is terminated;

b) A Member is not a Core Network Practice and its services contract expires or is terminated such that it is reasonable to consider that the Member cannot continue to comply with its obligations under this Agreement; or

c) A Member undergoes an event of insolvency listed in Schedule 6.

77. Where a Member has notified other Members in accordance with Clause 76 and in accordance with the arrangements for meetings and decision-making as set out in Schedule 1, the following matters will be considered or determined (as relevant):

a) The likelihood of the relevant event occurring;

b) The consequences of the relevant event occurring in relation to Network activities, financial arrangements, workforce and any other Network related matters;

c) if it is determined that the relevant event is likely to occur or has occurred,

i. The actions required by any Member including the Member to whom the event is likely to occur or has occurred;

ii. Whether the Member to whom the event is likely to occur or has occurred is required to leave our Network and if so the leaving date.

78. Where it is determined that a Core Network Practice committed an act or omission set out in Clause 73 or is likely to undergo (or has undergone) an event listed in Clause 76, any consideration or determination will have regard to any views of the commissioner and it is acknowledged that the process to leave as set out in the Network Contract DES specification must be followed. It is acknowledged that the process for a Core Network Practice to be required to leave our Network for any reason is dependent on the process to leave set out in the Network Contract DES specification which includes the involvement of the commissioner.

79. Where it is determined that a Member is to be expelled from or is required to leave our Network, that Member agrees to comply with all reasonable actions that are determined to be required of it before the expulsion/leaving date. Such actions may include executing such documents as are required to ensure the business of our Network can be continued by the remaining Members. In accordance with Clause 60, we may have agreed additional general obligations in relation to Member(s) leaving our Network in Schedule 2. A departing Member will also comply with any of those obligations. If any actions are not completed prior to the expulsion date, the expelled or departing Member will complete those actions as soon as practicable after that date.

80. With effect from the expulsion date, we will ensure that the Agreement is updated in accordance with the variation procedure to remove references to the expelled or departed Member and to reflect any changes to the Schedules that have been determined

1. VARIATION PROCEDURE

81. We agree that the wording in the Clauses to this Agreement may not be varied unless a national variation is published which has been discussed by the NHS.

82. Commissioning Board and the British Medical Association through the usual process in which case that national variation will be deemed accepted by each Member and we will update this Agreement accordingly. Such national variation may also relate to schedules to this Agreement.

83. Subject to Clause 81, no variation of this Agreement shall be effective unless it is in writing and signed by all Members (or their authorised representatives).

84. We may decide a different variation procedure to that set out in Clause 82. If we agree on a different approach, we will set this out in Schedule 2 and that approach in Schedule 2 will replace Clause 82 but will not replace Clause 81.

1. DURATION AND TERMINATION

85. This Agreement will continue for the duration of the Network Contract DES unless terminated earlier in accordance with its terms.

86. If all Core Network Practices cease to be signed up to the Network Contract DES or all Core Network Practices wish to wind up our Network (subject to any provisions in Schedule 2 that state the circumstances in which Core Network Practices can decide to wind up), our Network will be dissolved and this Agreement will terminate.

87. Prior to:

a) The expiry of the Network Contract DES; or

b) All Core Network Practices ceasing to be signed up to the Network Contract DES or all Core Network Practices deciding to wind up our Network,

and in accordance with the arrangements for meetings and decision-making as set out in Schedule 1, the following matters will be considered or determined (as relevant) having regard to any views of the commissioner:

c) The consequences of the expiry or termination in relation to Network activities, financial arrangements, workforce and any other Network related matters;

d) The actions required of the Members; and

e) The actual expiry or termination date.

88. It is acknowledged that, while commissioner approval is not required for a Core Network Practice to cease to be signed up to the Network Contract DES, if all Core Network Practices do so, this leads to dissolution of our Network and so there will need to be commissioner involvement in the process. We acknowledge that the commissioner may not unreasonably withhold consent to any changes to our Network proposed by us and this will include changes that result in the dissolution of our Network.

89. We each agree to comply with all reasonable actions that are determined to be specifically required of our organisation before this Agreement expires or terminates. If any actions are not completed prior to the expiry or termination date, we will complete those actions as soon as practicable after that date.

90. We may agree additional arrangements in relation to expiry or termination. If we do agree additional arrangements, these will be set out in Schedule 2 or other Schedules if more appropriate. We acknowledge that any additional arrangements set out in Schedule 2 or other relevant Schedule will be in addition to, and not replace, Clauses 90 to 93 which will continue to apply.

1. EVENTS OUTSIDE OUR CONTROL

91. If an event occurs that is reasonably considered to be outside the reasonable control of the relevant Members and that event prevents one or more of us from carrying out our obligations under this Agreement, the affected Member(s) must:

a) Notify all other Members as soon as practicable after the start of the event and after the event ceases;

b) Take all reasonable steps to mitigate the consequences of that event;

c) Resume performance of its obligations as soon as practicable; and

d) Use all reasonable efforts to remedy its failure to perform its obligations under this Agreement.

92. We agree that, provided an affected Member has complied with Clause 89, we will not be entitled collectively or individually to bring a claim for breach of obligations against the affected Member. The affected Member will not incur any liability to any of us for any losses or damages incurred by one or more of us provided that the event prevents the affected Member from carrying out its obligations under this Agreement.

93. We may agree additional arrangements in relation to events outside our control. If we do agree additional arrangements, these will be set out in Schedule 2. We acknowledge that any additional arrangements set out in Schedule 2 will be in addition to, and will not replace, Clauses 91 and 92 which will continue to apply.

1. DISPUTE RESOLUTION

94. If any of us have a dispute in relation to this Agreement, we will seek to resolve the dispute together by holding meetings in accordance with Schedule 1. We will aim to discuss the dispute with a view to finding a resolution.

95. If we are unable to come to a satisfactory resolution between ourselves, any Member that is party to the dispute may refer the dispute to our Local Medical Committee (LMC). If the LMC agrees to hear our dispute, we will work with the LMC to agree a process for hearing the dispute.

96. We may decide a different approach to dispute resolution. If we agree on a different approach, we will set this out in Schedule 2 and that approach in Schedule 2 will replace Clauses 94 and 95.

1. **GENERAL**

97. If a conflict or inconsistency arises between any wording in a Clause of this Agreement and any wording included in a Schedule of this Agreement, the wording in the Clause will take precedence unless this Agreement expressly states that in relation to a particular clause or clauses, a Schedule takes precedence.

98. We may have individual arrangements that are relevant to this Agreement with organisations that are not party to this Agreement. We may set out those arrangements in Schedule 7. If a conflict or inconsistency arises between any wording in a Clause or a Schedule of this Agreement (other than Schedule 7) and any wording included in Schedule 7, the wording in the Clause or Schedule (other than Schedule 7) will take precedence.

99. Unless we list any arrangements in Schedule 7, this Agreement constitutes the entire agreement between us in relation to our Network and the Network Contract DES and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to our Network and the Network Contract DES.

100. Termination or expiry of this Agreement or the fact that a Member has been removed from this Agreement will not affect any rights, remedies, obligations or liabilities of the Members that have accrued up to the date of termination, expiry or removal, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination, expiry or removal.

101. If this Agreement expires, terminates or a Member is removed from this Agreement, those provisions of this Agreement which are expressly or by implication intended to come into or remain in force and effect following such expiry, termination or removal, will so continue and continue to apply to a Member.

102. Any relaxation or delay of any of us in exercising any right under this Agreement must not be taken as a waiver of that right and must not affect our ability subsequently to exercise that right.

103. If any part of this Agreement is declared invalid or otherwise unenforceable, it will be severed from this Agreement and this will not affect the validity and/or enforceability of the remaining provisions.

104. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

105. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

106. Any notices given under this Agreement must be in writing and must be served by hand or post to the address of the relevant other Member(s) set out in the Agreement. Notices:

a) By post will be effective upon the earlier of actual receipt, or five calendar days after mailing; and

b) By hand will be effective upon delivery.

107. We may decide additional methods of serving notice. If we agree on additional methods, we will set this out in Schedule 2 and those methods in Schedule 2 will be in addition to, and will not replace Clause 106.

108. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and, subject to the dispute resolution provisions set out above, each Member irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 3

activities

**Network North – Terms of Reference**

**Purpose / Role of Group**

Network North is agroup of five practices committed to working together and sharing responsibility for developing and delivering high quality, patient focused services for their local community. Whilst maintaining each of the fivepractices` individualidentities we aim to:

* Continue to improve and develop effective clinical services.
* Share good practice and support each of the five practices.
* Develop communication and engage with patients, staff, community services and other stakeholders.
* Consider future options for sustainability for primary care, patients and staff.

Chapelgreen Practice, Ecclesfield Group Practice, Grenoside Practice, Foxhill Practice and Mill Road Practice all agreed to these terms.

**Membership**

Every member of staff within the five practices are represented by Michelle Payling, Dr Jessica Sibson, Dr Nicola Moody, Blake Foster, Mandy Neville, Dr Amanda Rosario, Dr James Moody, Chris Stocks, Angie Hartley and Dr Grace Vas at the attendance of whole group meetings.

Nominated steering group members: Michelle Payling, Dr Amanda Rosario, Chris Stocks, Dr Grace Vas and Dr Nicola Moody.

**Meeting attendance**

Full meetings should be at least one representatives from each of the five practices; however, on occasions attendees may be invited from any outside area by invitation of the group.

Steering group meetings should be attended by at least 75 percent of representatives from each of the five practices, either the nominated member or their nominated deputy.

Inclusion of the five practices attached staff, both clinical and non-clinical and their respective patient participation groups will be fulfilled as part of our vision statement.

**Accountability**

The working together of the members will be as set out by the steering group. The steering group and whole group practice representatives` will be accountable to their individual practices.

The steering group will have responsibility for reporting back to the wider group.

**Review**

The steering group will review the relevance of the collaboration, the relevance and value of its work, the meeting schedule and the Terms of Reference annually.

**Working Methods**

We will aim to adopt a shared learning approach and the aims stipulated in the shared vision statement.

The steering group will decide on projects to be taken forward.

**Meetings**

We would aim for the steering group to meet monthly and the whole group to meet quarterly. This meeting would either be face to face or by other means depending on service delivery needs.

**Minutes**

Minutes of meetings will be taken by a nominated secretary and circulated within a month of the meeting to be agreed as accurate.

**Projects**

A Project Lead would be nominated from each practice and they would then decide on the needs of their team. A collated skills mix from all of the practices would be used to help decide who makes up the team. An agreed template would be completed for each project. The knowledge and best practice from all five practices should be sought as part of the process. When a project is given to the leads the level of feedback required (either to steering group or individual practice managers) and a feedback date will be given by the steering group. Final decisions will then be made by the steering group.

**Communication**

An e-mail communication group will be set up for both the steering group and the full group. A quarterly newsletter will be set up for communication to the wider group including all practice members, patients, patient participation groups and other stakeholders.

**Confidentiality**

Each practice is governed by their own Rule Book duly set by NHS England as part of their individual contracts, to include Information Governance, Data Protection Act, Confidentiality Act and thereof.

**Notice**

Six months’ notice required to leave the group.

**Autonomy and Decision Making**

We Chapelgreen Practice, Ecclesfield Group Practice, Mill Road, Foxhill and Grenoside being the five named practices agree to remain independent to secure our autonomy and we will agree tocontinue to make decisions in line of best practice for each of the individual named practices, however, as part of the Collaboration Group we will support projects in order to facilitate decision making at each practice.

i.e. we agree to work together on agreed projects without compromising our individual practice autonomy.

These terms of reference will be reviewed annually and the next review date will be **13th February 2020**.

**Network North Vision Statement**

A group of five practices committed to working together and sharing responsibility for developing and delivering high quality, patient focused services for their local community. Whilst maintaining each of the five practices individual identity we aim to:

* Continue to improve and develop and innovate effective clinical services and campaign for necessary resources.
* Share good practice and support each of the five practices
* Develop communication and engage with patients, staff, community services and other stakeholders.
* Consider future options for sustainability for primary care, patients and staff.

***Members of Network North are Chapeltown Practice, Ecclesfield Surgery, Mill Road Surgery, Foxhill Practice &Grenoside Practice.***

**Provision of Extended Hours**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Requirement and Current provision** | **Chapelgreen** | **Ecclesfield** | **Foxhill** | **Grenoside** | **Mill Road** |
| Is overall provision within the requirements specified in Section 4.6 of the Network Contract DES? | Yes | Yes | Yes | Yes | Yes |
| Do practices close a greater level than permitted within the Network Contract DES? | No | No | No | No | No |

**SCHEDULE 4**

**Financial Allocation of PCN Funds**

|  |  |  |
| --- | --- | --- |
| **Funding Details** | **Funding Provided** | **Process of Allocation and Where Funding will be Held** |
| Participation Payment - pro-rata for19/20to be allocated to individual | £1.761 per weighted population (pro-rata for 19/20 | Funding to be allocated to practices direct  Funding then to be pooled and directed to Lead Payee Practice (Ecclesfield) |
| Core Funding | £1.50 per registered patient as at 1.1.19 | Funding sent direct to Lead Payee Practice |
| Clinical Director | £0.685 per patient (£0.514 19-20) | Funding sent direct to Lead Payee Practice and then paid to Clinical Director’s Practice |
| Extended Hours | £1.45 per patient (£1.099 for 19/20) | Funding to be paid to Lead Payee Practice and then to be directed to each practice undertaking Extended Hours |
| Workforce | To be confirmed |  |
|  |  |  |

**SCHEDULE 5**

NETWORK MODEL &workforce

The Model Approved for the Commencement of the Network is as detailed below: -

**Lead Provider – Employer and Fund Holder Model PLUS +**

Practice Practice Practice Practice Practice

Lead Practice / Employer / Fund Holding

Shared Staff Contracts where applicable – workforce

Network Steering Group / Committee

Additional Layers – Secondment or Sub-Contracting Agreements – SOAR, Age UK, PCS etc

Noting the Lead Practice arrangement any directly employed staff working for the Network will be employed by Ecclesfield Group Practice unless already employed by one of the other member practices.

The model above aims to use sub-contracting and secondments where possible to avoid the need for employment liabilities.

The above model was agreed by the full meeting Group on 18th April 2019.

All matters of workforce management for the Network will be agreed via the Steering Group and finances allocated accordingly.

**SCHEDULE 6**

**Insolvency events**

1. 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 primary medical care contract:
   1. where a Member is, or is deemed for the purposes of any law to be, unable to pay its debts or insolvent;
   2. where a Member admits its inability to pay its debts as they fall due;
   3. the value of a Member’s assets being less than its liabilities (taking into account contingent and prospective liabilities);
   4. 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;
   5. 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;
   6. where a moratorium is declared in respect of any of a Member's indebtedness;
   7. 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);
   8. 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;
   9. 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;
   10. 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;
   11. 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;
   12. 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;
   13. where a Member substantially or materially ceases to operate, is dissolved, or is de-authorised;
   14. 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
   15. 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

Network North has well-established and functioning Multi-disciplinary Team arrangements in place with the following external bodies present: -

Adult Services

* Community Nursing – Sheffield Teaching Hospital
* SOAR– Third Sector
* Age UK– Third Sector
* Community Support Workers – Sheffield City Council
* IAPT - Sheffield Health and Social Care Trust

Children’s Services

* CAHMS – Sheffield Children’s Hospital
* MAST – Sheffield City Council
* Door 43 – Third Sector
* Health Visitors – Sheffield Children’s Hospital

As and when formal funding arrangements become necessary for the secondment of staff or sub-contracting of a service the relevant bodies will be expected to formally become co-opted members of the Network Agreement.

**SCHEDULE 8**

**DECLARATION OF INTERESTS FORM**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Declaration of Interests Form for network north**  **steering group and full group members** | | | | | |
| **Name:** | |  | | | |
| **Position within or relationship with NHS Sheffield CCG:** | |  | | | |
| **Detail of interests held:**(please complete all that are applicable, and enter “nil” if you have no interests) | | | | | |
| **Type of interest\*:**  \* see reverse of form for details | **Description of interest:**  If declaring a business or company where an interest lies, please provide the name and address of the business or company. For indirect interests, please provide details of the relationship with the person who has the interest. | | **Date interest relates to:** | | **Actions to be taken to mitigate risk:**  (to be agreed with line manager or a senior CCG manager) |
| From: | To: |
|  |  | |  |  |  |
|  |  | |  |  |  |
|  |  | |  |  |  |
|  |  | |  |  |  |
| *The information submitted will be held by the CCG for personnel or other reasons specified on this form and to comply with the organisation’s policies. This information may be held in both manual and electronic form in accordance with the Data Protection Act 1998. Information may be disclosed to third parties in accordance with the Freedom of Information Act 2000.*  I confirm that the information provided above is complete and correct. I acknowledge that any changes in these declarations must be notified to the CCG as soon as practicable and no later than 28 days after the interest arises. I am aware that if I do not make full, accurate and timely declarations then civil, criminal, or internal disciplinary action may result.  The information provided in this form will be added to the CCG’s registers which are held in hardcopy for inspection by the public and published on the CCG’s website. Staff must make any third party whose personal data they are providing in this form aware that the personal data will be held in hardcopy for inspection by the public and published on the CCG’s website and must inform the third party that the CCG’s privacy policy is available on the CCG’s website. | | | | | |
| |  |  |  | | --- | --- | --- | | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signed:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | | Date: \_\_\_\_\_\_\_\_\_ | |  |  |  | |  |  |  |   Please return to:Chris Stocks, Grenoside Surgery, 60 Greno Crescent, Sheffield S35 8NX | | | | | |

| **Type of interest** | **Description** |
| --- | --- |
| **Financial Interests** | This is where an individual may get direct financial benefits from the consequences of a commissioning decision. This could, for example, include being:  A director, including a non-executive director, or senior employee in a private company or public limited company or other organisation which is doing, or which is likely, or possibly seeking to do, business with health or social care organisations;   * + - A shareholder (or similar owner interests), a partner or owner of a private or not-for-profit company, business, partnership or consultancy which is doing, or which is likely, or possibly seeking to do, business with health or social care organisations.     - A management consultant for a provider;     - In secondary employment (see paragraph 56 to 57);     - In receipt of secondary income from a provider;     - In receipt of a grant from a provider;     - In receipt of any payments (for example honoraria, one off payments, day allowances or travel or subsistence) from a provider     - In receipt of research funding, including grants that may be received by the individual or any organisation in which they have an interest or role; and     - Having a pension that is funded by a provider (where the value of this might be affected by the success or failure of the provider). |
| **Non-Financial Professional Interests** | This is where an individual may obtain a non-financial professional benefit from the consequences of a commissioning decision, such as increasing their professional reputation or status or promoting their professional career. This may, for example, include situations where the individual is:   * + - An advocate for a particular group of patients;     - A GP with special interests e.g., in dermatology, acupuncture etc.     - A member of a particular specialist professional body (although routine GP membership of the RCGP, BMA or a medical defence organisation would not usually by itself amount to an interest which needed to be declared);     - An advisor for Care Quality Commission (CQC) or National Institute for Health and Care Excellence (NICE);     - A medical researcher. |
| **Non-Financial Personal Interests** | This is where an individual may benefit personally in ways which are not directly linked to their professional career and do not give rise to a direct financial benefit. This could include, for example, where the individual is:   * + - A voluntary sector champion for a provider;     - A volunteer for a provider;     - A member of a voluntary sector board or has any other position of authority in or connection with a voluntary sector organisation;     - Suffering from a particular condition requiring individually funded treatment;     - A member of a lobby or pressure groups with an interest in health. |
| **Indirect Interest** | This is where an individual has a close association with an individual who has a financial interest, a non-financial professional interest or a non-financial personal interest in a commissioning decision (as those categories are described above). For example, this should include:   * + - Spouse / partner;     - Close relative e.g., parent, grandparent, child, grandchild or sibling;     - Close friend;     - Business partner. |