WXYZ Primary Care Network Agreement

This Agreement is made on the

15th day of **May 2019**

Between

Practice W

Practice X

Practice Y

Practice Z

Whereas

The parties of this Deed being providers of National Health Service Primary Medical Care under General Medical Services/ Personal Medical Services contracts, agree to work together to fulfil the NHS Direct Enhanced Specification contract of Primary Care Networks (2019 – 2024)

Now in the pursuance of the said agreement and in consideration of these present.

This Deed Witnesses as follows:

**1 DEFINITIONS AND INTERPRETATIONS**

1.1 In this deed unless the context otherwise requires the following expressions shall have the following meanings:

**"the acts"** The National Health Act 1977, The National Health Service (Primary Care) Act 1997 and subsequent Regulations

**"Annual Account"** The profit and loss account and balance sheet for the period ending and as at the Year End.

**"The commencement Date"** 01/07/2019

**"CCG"** Sheffield Clinical Commissioning Group

**“Notice”** A notice of expulsion given under the terms of this agreement

**"The Territory"** The designated area covered by the 4 practices within the post code district of Sheffield X and environs (see map)

**"Working Days"** Each of the days of the week Monday to Friday (inclusive) excluding statutory and Public Holidays

**"The Year End"** The 31st day of March in each year.

“Extended Hours DES”

“The Premises”

“ Constituent Practices”

1.2 Expressions shall have the meanings given to them in the Statement of Fees and Allowances and the Primary Care Network Direct Enhanced Service specification, as updated from time to time.

1.3 The clause paragraph and schedule headings do not form part of this agreement and shall not be taken into account in its construction or interpretation.

1.4 References to statutes, sections of statutes or statutory instruments shall include any statutory modifications or re-enactment thereof from time to time and for the time being in force.

1.5 References to "Patient" shall include prospective patients where the context admits

**2: DURATION OF AGREEMENT**

2.1 The practices shall be deemed to have become and subject to the provisions of this agreement to provide activity under the PCN DES from the commencement date whilst they continue to provide NHS services under GMS/PMS provisions and shall continue thereafter unless previously determined in the case of any individual practice under the provisions contained in this agreement.

2.2 The expulsion or bankruptcy of any Practice shall not determine the Agreement as between the other Practices.

2.3 A new Practice or health care provider or social care provider will be admitted to this agreement, subject to unanimous agreement by all Constituent Practices.

**3. NAME OF NETWORK**

The Primary Care Network name shall be WXYZ Primary Care Network.

**4. NETWORK LOCATION**

4.1 The Network shall conduct work in accordance with the PCN DES specifications from “The Premises” or at such other place or places as may be agreed between the Partners from time to time subject to the approval of the appropriate CCG.

4.2 The geographical area covered by WXYZ Primary Care Network is outlined in Appendix A.

**5. NETWORK ASSETS**

The Assets of the Network shall consist of:

5.1. The monies held in the Network bank account

5.2. The shared employment contracts held by the Network

**6. Premises**

6.1. The premises are owned by the constituent practices and are not subject to this agreement.

**7. PRACTICE OBLIGATIONS TO THE NETWORK**

Each Practice shall:

7.1 Devote the proper and necessary time and attention to the Network.

7.2 Be just and faithful to each and all of the Practices in all transactions relating to the Network and give a true and full account of the same whenever required by the others.

7.3 Make good to the Network any loss occasioned by their negligence or misconduct.

7.4 Keep all records that are usually or ought to be kept by persons engaged in a General Medical Practice including a proper record of attendances upon any patient of the Network and of the treatment prescribed or advised together with any other action taken and otherwise all records which are necessary for the purposes of the National Health Service or required by the Act or any regulation made there under by a competent authority

7.5 Keep a record showing the number of Patients on the National Health Service lists of the Practices constituting WXYZ Primary Care Network.

7.6 Each practice must ensure that it is complying with The Extended Hours Direct Enhanced Service in accordance with the wishes of its own Patient Participation Group.

7.7 Each member of the Board must undertake such approved courses in accordance with the wishes of the other Board Members as is necessary to complete their obligations to The Board and constituent practices.

7.8 It is not envisaged that Network working will incur any further scrutiny from The CQC as this work is extension of CQC pre-existing registration requirements

**8. RESTRICTIONS ON PRACTICES**

A practice shall not, without the prior consent of the other practices (such consent not to be unreasonably withheld)

8.1. Engage directly or indirectly in any occupation or business or professional practice including private or sessional work in the name of The Network.

8.2. Restrict the services provided by the Practice under the PCN DES directions.

8.3. Refuse to accept extended hours under the Extended Hours DES

8.4. Become bail or surety or give a guarantee for any person in any way that could materially or adversely affect the Network

8.5. Release, compromise or compound any debt owing to the Network

8.6. Engage or dismiss (save for gross misconduct, gross negligence or gross incompetence) any employee or servant of the Network

8.7. Except in the ordinary course of business and for the benefit of the Network pledge the credit of the Network or incur any liability or lend any monies on behalf of the Network.

8.8. Lend money or give credit on behalf of the Network or to have such dealings with any person company or firm with whom the other Practices shall have previously requested him/her not to deal with in accordance with the PCN DES.

8.9. Any loss incurred through breach of the above provisions shall be made good to the Network by the practice committing the breach.

**9 PRIVATE PRACTICE AND OUTSIDE APPOINTMENTS**

9.1 Each practice shall be entitled to undertake private practice and to hold outside appointments so long as the activities do not interfere with the proper performances of his/her duties in the Network.

9.2 Private practice by the individual Practices shall not be carried on under the name of WXYZ Primary Care Network.

9.3 A register of Board member appointments will be made available for other Board members to see and made available at the request of any General Practitioner in partnership or employed by the Constituent Practices. .

9.4 Conflicts of interest will be declared at the start of each Board meeting.

**10 ABSENCE**

10.1 If a Board Member shall absent him or herself from the Board they shall provide a deputy to act on behalf of their Practice.

10.2 Compassionate leave. This will be in accordance with the partnership agreements of each Constituent Practice.(Reasonable consent not being withheld)

10.3 Sick leave. This will be in accordance with the partnership agreements of each Constituent Practice.(Reasonable consent not being withheld)

10.4 Nothing contained in this agreement shall be taken to imply a right for a Board Member to absent him/herself or neglect his/her duties to the Network.

**11 NETWORK CAPITAL**

11.1 The Network capital shall consist of such moneys as are present at all times in the Network Bank Account. These can be viewed at any time by the Partners of the Constituent Practices.

11.2 Funding into the Network Bank Account shall come from:

* The PCN DES
* The Network component of the Extended Hours Access
* Salary of the Clinical Director (directly funded)
* Salaries of Network employed staff (claimed monthly)

11.3 The Network accounts will be maintained and audited by ?????? and presented to the Network Board at least annually.

**12 NETWORK EXPENSES**

12.1 The Network expenses shall include:

* Clinical Directors Salary
* 30% of any Clinical Pharmacist employed by the Network
* Board members salary
* Money that is agreed by the Board to invest for the benefit of patients covered by the Network
* Legal fees in establishing and maintaining the Network
* Accountancy fees in establishing and maintaining the Network

**13 BANKERS**

13.1 An account shall be maintained in the name of the Network at the Network Bank or any other bank or branch of any bank as the Board Members may agree from time to time.

13.2 Each Practice shall forthwith instruct the CCG to apply to the credit of the Network Bank account all sums due to them in relation to Network working from the CCG in respect of any period during which they shall remain a Member of the Network.

13.3 All cheques drawn on the Network Bank account shall be drawn in the name of the Network and shall be signed by any 2 Board Members from different practices..

13.4 BACS (Bank Automated Clearing Services) payments can be approved by the Network. These shall be reviewed on a monthly basis by the nominated Board Member, ?????

**14 ANNUAL ACCOUNTS**

14.1 Annual accounts shall be taken by the Network as soon as practicable and reasonable following the Year End in every year.

14.2 The annual accounts shall be signed by the Clinical Board Member from each constituent practice. When approved and when so signed shall be conclusive and binding on all of the practices except where a manifest error may be discovered within 3 months after signature whereupon the same shall be forthwith rectified by the Network Accountants

14.3 Each Board Member shall be entitled to receive a copy of the final form Annual Accounts

14.4 The Network shall appoint a nominated Board Member to accept the responsibility for signing Tax Returns on behalf of the Network

14.5 As from 01/07/2019 ???? shall be nominated Board Member for the Network

14.6 The following matters shall be the responsibility of the nominated Board Member:

14.6.1 the correct completion of the Network Tax Return

14.6.2 the submission of the Network Tax Return to the Inland Revenue by 31st January in any year

14.6.3 correction of any errors found in the Network Tax Return

14.6.4 the payment of penalties, from the Network Account, arising from a failure or late submission the Network Tax Return and its accounting information

14.6.5 making appeals claims or elections on behalf of the Network including those that cannot be made as part of the return such as appeals against interest and penalties, election for change of accounting date and claims for relief payment of tax and allowances

14.6.6 to deal with all enquiries of the Inland Revenue relating to the Network Tax Return and keep fellow Board Members informed in this respect

14.6.7 collating and submitting data requested by the Inland Revenue including information from other Board Members.

14.7 To protect the nominated Board Member against liabilities

14.7.1 in the event of a Network dispute relating to the Network Tax Return the nominated Board Member shall have the power to decide the outcome of such that he will be satisfied in signing the Network Tax Return

**15 DECISIONS, VOTING AND DEADLOCK**

15.1 The following matters shall require the unanimous resolution of the Board Members

15.1.1 the appointment of a new Board Member

15.1.2 the development and/or purchase of acquisition of new premises in the name of the Network

15.1.3 the inclusion of a new practice into the Network.

15.1.4 the borrowing of any sum in excess of £5000

15.1.5 the giving of any guarantees for the benefit of the Network or any of the Board Members or any third party

15.1.6 the alteration of any terms of this deed.

15.1.7 the application for recognition as a Primary Care Network or renunciation thereof

15.2 In the case of a proposal to expel a Constituent Practice the unanimous approval of all the other Practices except the Practice who is the subject of such a proposal is required

15.3 All matters relating to the ordinary day to day management and conduct of the affairs of the Network shall be decided by a majority of the voting Board Members and for that purpose each Constituent Practice shall have one vote.

15.4 In respect of decisions relating to ordinary management and conduct any decisions taken shall bind a Constituent Practice that is absent from the Board Meeting.

**16 EXPULSION OF A PRACTICE**

Covered in the Mandatory Network Agreement.

**17 ENGAGING AND DISMISSING STAFF**

17.1 Staff employed at the expense of the Network shall be engaged and dismissed with the unanimous consent of all Board Members in accordance with current legislation.

**18 NOTICES**

18.1 Any notice to be given under this deed shall be in writing

18.2 A notice may be given to a Board Member

18.2.1. by handing it to them or

18.2.2. by addressing it to them or their executors or administrators (without naming them) and sending it by registered or recorded delivery post to his last known address in Great Britain or

18.2.3. by handing it to one of their executors or administrators or

18.2.4. by sending it by registered or recorded delivery post to anyone of their executors or administrators at his proper address

18.3 A notice given by post shall be deemed to have been delivered at the time when it was shown to have been delivered by the Post Office

**19 FURTHER ASSURANCE**

Each party to this deed shall at the request and expense of the other or any of them execute and do any deeds and things reasonably necessary to carry out the provisions of this deed or to make it easier to enforce.

**20 COSTS**

All professional fees and disbursements in connection with the preparation of the Deed shall be borne and paid by the Network as a Network expense

**21 ARBITRATION**

21.1 In the event of a dispute difference or question between the Board Members in relation to the Network, the accounts or transactions thereof of the determination or winding up thereof or the construction meaning and effect of this deed or the rights and liabilities of the Board Members or their representatives under this deed then (except as is otherwise provided in the Deed) every such dispute difference or question shall be referred to a single arbitrator to be appointed in default of agreement by the Secretary for the time being of the British Medical Association and decided by arbitration in accordance with the provisions of the Arbitration Acts 1950 and 1979 or any act for the time being replacing or modifying the same

21.2 The making of an award shall be a condition precedent to any right or action against a party to this deed.

**The Constituent Practices** together and collectively the parties to this Deed

**The Network** the Network created by this Deed

**The Partnership Accountants** ????????

**The Partnership Bank** ???????

Account No. ??????

Sort Code: ??????

**Patient**  any person who at all material times is on the list of patients of the Constituent Practices under the National Health Service

**The Network Activities** only those activities identified in the Primary Care Network Direct Enhanced Service 2019

**The Premises** The N sites occupied by the Constituent Practices.

**GMS/PMS Services** Practice-based NHS funded activity including but not exclusively, Global Sum, Seniority pay, central reimbursements eg. CQC fees, Indemnity QOF (Think of others to add!)

**Direct Enhanced Services** Nationally agreed enhanced services, over and above the GMS contract

**Locally Commissioned Services** Locally agreed enhanced services over and above the GMS contract

**Signed this ……. Day of May 2019**

**on behalf of W practice**

**on behalf of X practice**

**on behalf of Y practice**

**on behalf of Z practice**

**Appendix 1: Map of the Network**