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**June**

**2019**

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## **PRIMARY CARE NETWORK SCHEDULES**

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**NETWORK NAME [X]**

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**Clinical Director:**

**[X]**

NOTE: This agreement does not supersede requirements and commitments covered by your GMS/PMS/APMS core contract.



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

*This document is being shared with the recently engaged PCN Clinical Directors, LMC members, and practitioners for use within the Londonwide LMCs' area only. Due to the time pressures on PCN formation process we are approaching these documents in an iterative manner. Feedback can be sent to: [info@lmc.org.uk](mailto:info@lmc.org.uk).*



## Schedule 1

Elements of the Schedule will have been submitted in the original application to the CCG. For the purposes of completion, the PCN may wish to transfer into this section information covered within Schedules 2-7.

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## Schedule 2

### Meetings of core network practices

#### Principles

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

#### 1. Decision making and governance

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

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

- i. An appointee of each PCN Member. Each appointee shall produce confirmation in writing that they have full authority to act and vote in accordance with the terms of reference of the Overseeing Group. **[The Overseeing Group shall elect or appoint a “Convenor” from amongst its number to ensure the efficient running of meetings of the Overseeing Group. Alternatively, the Convenor role may be rotated amongst the Appointees. The Convenor shall not be the Clinical Director].**
- ii. The Clinical Director of the PCN **[who shall be elected or appointed in accordance with the processes set out in clause 12 below].**
- iii. A representative from the Local Medical Committee (“**LMC**”) who ideally is also a Member of the PCN in a non-voting capacity.
- iv. The PCN Overseeing Group may, with the agreement of each Member, invite:
  - v. A member of a **[GP federation/other support organisation]**. For the avoidance of doubt, any member of an organisation outside the PCN **shall not** have a vote on any decision of the Overseeing Group.

An appointee to the Overseeing Group shall act and make decisions in good faith for the ultimate benefit and in the best interests of the PCN and shall hold their position on the PCN for such time as they hold the relevant authority from their Member, or until they are removed from the Overseeing Group following one of the events as set out in section 3 herein.



The Overseeing Group shall be entitled to vote on matters that may affect the PCN and shall cover the following areas:

- Information sharing and data protection issues.
- The method of appointing a Clinical Director.
- Coordination of services and delivery under any Directed Enhanced Service (“DES”) or Local Incentive Scheme (“LIS”).
- Engagement and/or deployment of staff for delivery under a DES.
- Communication with the commissioner on delivery of services.
- Setting up a bank account and management of funding.
- Any issues which involve obtaining advice on any tax, VAT, legal or any other professional advice.
- Changes in delivery of any services due to Members joining or leaving or any other event.
- Dispute resolution for matters not covered by section 9 of this Schedule (2).
- Support and assistance to any Member in need.

**[The above list may be amended to suit a PCN's requirements.]**

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

- Any new Member wishing to join the PCN.
- Variations to this Network Agreement.
- Any change in the appointment or election method of the Clinical Director.
- Decisions regarding the allocation or distribution of any finances.
- Decisions as to the engagement of any organisation outside of the PCN.
- Coordination and structuring of service delivery, including subcontracting.

**[The above list may be amended to suit the PCN's requirements.]**

## 2. Meetings of the Overseeing Group

Overseeing Group meetings shall be convened **[no less than quarterly]** and notices, which shall include the date, time and venue, shall be sent to appointees via email or any other preferred agreed medium by the **[Convenor]**. **[Such meetings may take place remotely through appropriate digital means.]**



The quorum for a decision to be taken shall be **[X] [or shall be {x} representatives or by unanimous representation or through weighted votes based on list size].**

In the event that an appointee cannot attend, then that representative may send a proxy who shall be selected from the relevant Member.

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

The Convenor shall, with agreement from the Overseeing Group and Clinical Director, send out an agenda at least 7 days before any Overseeing Group meeting of matters to be discussed together with any relevant documentation to each appointee and Member.

**[Each appointee to the Overseeing Group may have one vote. In the event that a vote of the Overseeing Group is deadlocked then the Clinical Director shall have the casting vote.]**

Minutes shall be taken during each meeting and these will be circulated to all PCN Members by the **[Convenor]** as soon as possible after the meeting for information/correction, with formal approval at the next meeting of the Overseeing Group.

### 3. Decisions of the PCN

Decisions that are to be put to the Members of the PCN shall be circulated at least **[7 days in advance]** together with the relevant details of the items to be decided and any relevant documentation. The Overseeing Group shall also notify the Members of the date, time and venue of any meeting or, if agreed, by the Members shall notify that the voting is to be conducted electronically and managed by the **[Convenor]**. **[The method of voting shall be at the discretion of the Overseeing Group, however, if the majority of the Members indicate a preference for a meeting then the Overseeing Group will make every attempt to accommodate that preference.]**

### 4. Voting of the Members

Voting shall be conducted based on pre-agreed principles with weighted votes being utilised for issues that are dependent on or directly affected by the Members capitated list. Depending on the proposal being discussed a Member may have a single vote or a weighted vote based on the Member's capitated list size. The proposal being voted on will be agreed either by a simple majority, a pre-requisite majority or by unanimous decision, the majority required will be predetermined by the overseeing group prior to voting.



The Overseeing Group will maintain a register of which voting system was utilised for each proposal to ensure a consistent approach. In the event of deadlock, the Clinical Director shall have the casting vote, or the proposal shall be reworked and discussed amongst the Membership before being put to vote again.

If the issue to be decided does not have a capitation based consequence (workload, finance etc) then it **[shall be weighted in accordance with Member list size] or [one single vote per Member on other issues]**.

Voting shall be conducted on the basis of an agreed principle. If the issue to be decided has a capitation based consequence (workload, finance etc) then it **[shall be weighted in accordance with Member list size] or [one single vote per Member on other issues]**.

## 5. Joining Members

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

However, we hereby agree the following additional clauses:

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



## 6. Leaving Members

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

However, we hereby agree the following additional clauses:

- A Leaving Member shall indicate in writing that it wishes to do so and shall submit the same to the Clinical Director and give a minimum of 6 months’ notice.
- The remaining Overseeing Group appointees shall consider the request and decide whether, depending on the circumstances, six months’ notice to leave the PCN is adequate or if a longer period of notice may be mutually agreed between the Overseeing Group and the Leaving Practice. (On agreeing the parties shall at all times act reasonably).
- The remaining Overseeing Group appointees shall decide that in the light of the Member leaving, whether this shall have an adverse effect on the delivery of services, PCN workforce, and any financial commitments, and shall be entitled to consider such appropriate terms and conditions as necessary to ensure the continued viability of the PCN and any contractual arrangements and commitments it may have at the time.

In addition, the Leaving Member shall be required to:

- Make all reasonable appropriate arrangements with regard to workforce so as to alleviate any unnecessary disruption to any services.
- Pay or settle any outstanding finances due and owing to the PCN.
- Execute such documents or make any other arrangements as appropriate and reasonably determined by the PCN to ensure the continued viability of the PCN.

**[Add anything else here that you feel necessary.]**

## 7. Failure to comply

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

## 8. Expelling a member

A Member may be expelled by the PCN under the mandatory clauses within the Network Agreement.



## 9. Dispute resolution

In the event of any dispute arising within the PCN, each Member agrees to follow the 4 stage dispute resolution process as follows:

Stage 1 (informal): The Members of the PCN shall agree that in the event of a dispute between some or all of them, they shall use all best endeavours to resolve the dispute amicably between them. Such resolution shall take place within **[7 days]** of the remaining Members being notified of the dispute.

Stage 2 (facilitation): In the event the dispute cannot be resolved amicably between them, a facilitated meeting shall be constituted comprising of the following:

- A representative from both parties in dispute; and
- An LMC representative.

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

Stage 3 (mediation): Failing an amicable resolution of the dispute, the parties in dispute shall agree to resolve the dispute by way of mediation, through a mediator, to be appointed by agreement. The costs are to be reasonably divided by the parties in dispute.

Stage 4 (arbitration): In the event that mediation still fails to resolve the dispute in question, then the parties shall agree that they shall promptly refer the dispute to an independent arbitrator of their joint choosing, whose decision shall be final and binding on the parties in dispute. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 (save for where expressly modified by the arbitrator) and the juridical seat of the arbitration shall be England. The costs of the arbitrator shall be reasonably divided between the parties in dispute.

In the event of the parties in dispute failing to agree on a choice of arbitrator, then the matter shall be promptly referred by the parties in dispute to the Medical Director of the Local Medical Committee whose decision as to the choice of arbitrator shall be final and binding on the parties in dispute. **[Further Londonwide LMCs advice on dispute resolution is pending.]**

## 10. Intellectual property

Matters regarding intellectual property will be determined under the mandatory clauses 44 – 47 within the Network Agreement.



## 11. Conflicts of interest

The Clinical Director shall ensure that the PCN maintains a register of any Member interests and adopts a conflicts policy to guide any practice appointee or any other member of the Overseeing Group (including the Clinical Director) with a relevant interest, in their participation in meetings and/voting on any relevant matters. **[Further Londonwide LMCs advice on conflicts of interest is pending.]**

## 12. Election and appointment of a Clinical Director

The Overseeing Group shall decide the process for appointment of the Clinical Director. This may be by election, selection, or a combination of both. **[Further Londonwide LMCs advice on election and appointment process is attached.]**

If an election is to take place, the members of the PCN will determine:

### 12.1. Election process

#### 12.1.1. Electorate

#### 12.1.2. Returning officer

#### 12.1.3. Election mechanism

#### 12.1.4. Casting of votes

#### 12.1.5. Announcement of results

### 12.2. Appointment of a Clinical Director

The **[X]** Primary Care Network shall determine the process for the appointment of a Clinical Director and will detail: **[X]**.

#### 12.2.1. How applications will be invited

#### 12.2.2. The criteria/specification for the role

#### 12.2.3. How applications shall be considered

#### 12.2.4. How the panel shall agree a suitable candidate

#### 12.2.5. How and when the name of the candidate shall be communicated to Members

**[Further Londonwide LMCs advice on Clinical Director performance management is pending.]**



## Schedule 3

### Activities

#### 1. Service delivery

PCNs have been established, with the purpose of:

- i. Securing the right workforce balance across the local neighbourhood to support practices deliver good quality core primary medical services.
- ii. Developing effective co-ordinated wider care for their patients within the local health and care system.
- iii. Providing commissioners in STPs/ICSs strong bottom-up direction on how the whole system can support these outcomes.
- iv. Deciding on the level, coordination and configuration of any services and seeking adequate legal and financial advice for the production of any sub-contracts.

Before committing to the delivery of a new service the Overseeing Group shall ensure:

1. The service is financially viable.
2. The service is deliverable by the PCN.
3. The PCN is equipped with the required workforce.
4. That contract negotiations for the new service between the LMC (as your representative) and the commissioners have concluded, and the final contract is agreed by your LMC.

The Overseeing Group shall decide on the level, coordination and configuration of any services to be delivered whether determined under the DES or locally determined incentive scheme.

The Overseeing Group in making the decision shall have regard to the following:

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

**[You may add to this list.]**



## 2. Sub-contracting

When there are additional contracts to be delivered on top of the lead Network contract, then the Overseeing Group must ensure that there are robust sub-contracting agreements between the relevant practice members and any other organisations acting as contract partners in the co-production/ delivery of services (See Schedule 7).

## 3. Performance

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

A Member may report any issue of concern in relation to the delivery of any service to the Clinical Director.

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

The Overseeing Group shall use all best endeavours to engage with and support any Member in the performance of any service and shall create a remedial or support plan to assist that Member.

In the event that any service delivery must be reconfigured, this decision shall be taken by the Overseeing Group provided always that the Overseeing Group shall act in the interests of the PCN as a whole in reaching any decision.

In the event that any funding is reclaimed by any commissioner the Overseeing Group shall conduct an investigation to ascertain the exact circumstances requiring the commissioner to reclaim any funding and shall make such recommendations to the PCN as they deem fit and in discussion with the LMC.

Individual members will be accountable for delivery as per the Network Agreement, and overseen by the PCN Overseeing Group.



## Schedule 4

### Financial arrangements

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

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

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

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

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

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

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

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

- The input of each Member delivering the service.
- The workforce required to deliver any service.
- Any shortfall or potential shortfall in funding.



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- The split of any profits between Members which shall ordinarily be linked to the amount of the service delivered by each Member.
- The cost of any additional insurance or indemnities that a Member may be required to provide e.g. health and safety, employee indemnity, public liability and any other relevant insurance or indemnity.
- Any taxation including but not limited to VAT. (The Overseeing Group hereby agrees it shall consult with the appropriate specialists or accountants in respect of tax and VAT implications on the delivery of any service).
- The effects of any Member leaving or joining on any fees and/or funding payable.
- Management costs of running the PCN including meetings, correspondence, administration etc.
- Costs of legal and/or financial or other specialist advice.
- Any banking fees and/or charges incurred by the Lead Practice.
- Any agreed out of pocket expenses of the Overseeing Group or any one Member in relation to the business of the PCN.

**[Further advice on VAT requirements is pending.]**

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

#### Payment

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

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

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



## Schedule 5

### Workforce

The PCN shall be required to engage or employ individuals for the purpose of delivering services under any requirements of any relevant or agreed locally commissioned service. In doing so the PCN via its Overseeing Group, shall have regard to the following:

- The items as set out in Schedule 3 and 4 herein.
- Whether there is adequate resource available within the PCN Members.
- The requirements of any relevant or agreed locally contracted service.
- Any report compiled by the Overseeing Group setting out the configuration and cost of any services and any workforce arrangements/requirements, including but not limited to deployment of workforce within the PCN.
- Costs of engaging or employing any individual.
- Any VAT implications (refer to Schedule 4).
- Any pension implications.
- Any indemnity implications or employment liabilities.
- How costs of employment are proportioned to the individual Members. This will be based on the following principles:

- **[PCN to include their agreed principles.]**

**[Add to this list if required.]**

When employing or engaging workforce, the PCN shall decide upon the contractual arrangements that should be put into place. This may include any staff sharing agreements or joint contracts of employment compatible with those referred to in the current BMA handbook.

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

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



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

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

**Performance Management of Clinical Director**

**[Further Londonwide LMCs advice on Clinical Director performance management is pending.]**



## Schedule 6

### Insolvency

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

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## Schedule 7

### Arrangements with other organisations outside the PCN

There are two clear mechanisms whereby a PCN might engage with other organisations: formally, as contract partners co-producing/ delivering services; and consultatively, as partners servicing their designated population, but not necessarily as co-signatories to the Network Agreement DES.

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

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

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

If contractual, then an arrangement with an external organisation shall always be effected by way of a formal legal agreement.

The Overseeing Group shall also consider any VAT and or tax implications of any external arrangement.

Further to the mandatory clauses, this Network Agreement constitutes the entire agreement and supersedes and extinguishes all previous arrangements and agreements relating to services delivered via the Network and Network Contract DES unless such agreements are incorporated herein:

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

**ANNEX A****Election and Appointment of a PCN Clinical Director  
(Further to PCN Schedule 2:12)**

All PCNs must have a named Clinical Director, how that post is filled and by whom is up to the member practices of the PCN, collectively, to decide. Selection and appointment of this post could be undertaken in a number of ways – for example, by election among member practices or by an appointment process. Robust governance procedures should be put in place to ensure that the appointment has been made with due diligence and the support of the Network's membership.

This checklist has been produced to inform the selection and/or election of a Primary Care Network (PCN) Clinical Director in reference to schedule 2, section 12 of the Model PCN Schedules. It should be read in conjunction with the guide on the job description of a Clinical Director.

**Governance and assurance**

- Have you developed a clear process?
- Has this been agreed and approved by the Overseeing Group as per Schedule 2, including any subsequent revisions to process or role?
- Is the process open, transparent and enables all interested parties to be able to participate?
- Do your processes abide by data protection legislation and other relevant legislation where personal data is being processed?

**Role definition, core competencies, selection of candidates**

- Have you provided a role description, including the core competencies and key activities, including attendance at specific meetings? Please see our Keep it Simple guide on the job description of a Clinical Director.
- Have you set out how candidates should demonstrate the necessary competencies and skills for the role?
- Have you provided all those eligible to stand for the role with the following information:
  - Details of required competencies and skills.
  - Set out the term of office for the role, whether the same individual can be appointed for more than one term, is there a maximum number of terms they can be appointed for?



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- How they will be required to demonstrate those competencies and skills? If a written statement or nomination form is to be submitted that it is clear what should be included as a minimum?
  - How, by whom, and when initial assessment against those competencies will be carried out?
  - Who would comprise the panel?
  - How the candidates' CVs or written statements will be communicated to those who are voting?
  - What will happen if insufficient applications are received?
  - Provided a named contact for any queries.
  - Is it clear what conflicts of interests would exclude a candidate from taking the position and/or need to be declared, as per Schedule 2:11?
- Have you set out how the candidates will be selected? Will this be through a selection panel or election process?

### Election Process

If the PCN has agreed to use an election process to select the PCN Clinical Director, have you set out:

- A clear process for the election including:
  - Which organisation(s) is responsible for running the election and who the returning officer is (this will be the person who is responsible for ensuring the election is conducted fairly, impartially and is transparent, who is responsible for settling any disputes and queries)?
  - Defined who is eligible to vote and have contact details for them?
  - How the vote will be conducted (eg by paper or online?)
  - The voting system to be used (eg First Past the Post (FPTP), Single Transferable Voting (STV), or another system) and whether the vote will be weighted, or based on one member one vote? Have regard to Schedule 2:4 for wider advice on Member voting.
  - A clear timetable with key dates for each stage:
    - Date for submitting nomination form/expression of interests.
    - Date for any selection before a vote.



- Date the voting will open.
- Date the voting will close.
- Date the results of the vote will be shared with the candidates and the PCN.

### Performance Management

Further detail on performance management of the Clinical Director can be found in Schedule 2:12 and Schedule 5.

You can find our aforementioned Keep It Simple documents [here](#).

**ANNEX B****Primary Care Networks - Conflicts of interest**

Primary Care Networks (PCNs) may benefit from the experience that members bring from membership of other organisations or from involvement with groups and committees. Many GPs hold a range of roles, sometimes in different organisations, which can make individuals appear conflicted. Declaration of interests and the sensitive management of potential conflicts are therefore vital to preserve the integrity of a PCN's decision making and its reputation.

Due to the multiple roles held by many GPs, it will be difficult in many cases to remove all potential sources for conflict of interest. The PCN must therefore find appropriate and transparent ways to identify sources of conflict and manage them.

Conflicts of interest should therefore be managed according to the following principles:

- A PCN conflicts of interest guardian is identified reflecting NHS England guidance for other NHS organisations. This will ensure that there is a clear point of contact for any issues, which should lead to firm and consistent decision making.
- There is a defined process for individuals and organisations to declare conflicts of interest.
- Declarations are held on a register offering transparency and disclosure to relevant individuals or organisations. This register should be reviewed at agreed intervals, to ensure it is kept up to date as individuals' roles change.
- Sources of (potential) conflicts of interest are identified describing conflicts that:
  - Can be managed with full disclosure.
  - Reduce the scope of responsibility or decision making that an individual or organisation can hold.
  - Are incompatible with PCN office or activity.
- The process for managing conflicts of interest is described.

Ineffective management of conflicts can have consequences for organisations and individuals including:

- Civil (risk of legal challenge).
- Criminal (potential for organisations to be fined and individuals imprisoned if actions constitute fraud, bribery or corruption).
- Employment law (individuals can be disciplined and dismissed for non-compliance with conflict of interest management policies).
- Professional / regulatory (health professionals who do not comply with their ethical duties may have fitness to practise action against them by their regulator, which could result in them being prevented from practising).



## Process

It may be helpful for the conflicts of interest process to contain the following components:

- A description of the internal governance arrangements including who will manage the process on behalf of the organisation. Involved individuals should hold seniority appropriate to the actions that they will need to take and have authority to act on behalf of the organisation.
- Definitions of types of conflict eg, positions in other organisations, other remunerated work, gifts, benefits and hospitality, investments and financial holdings, family interests, membership of organisations (freemasons, political parties, charities, government departments).
- Measures to ensure separation of duties where internal conflicts may occur.
- Take action commensurate with the nature or the conflict of interest assessed.
- Appropriate mechanisms to enable appropriate internal or external challenge to potential conflicts or interest disclosures without giving offence.
- An appeals process in the event of disputes.

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