

Guidance note: Schedules to the network agreement



Purpose: This note provides guidance to PCNs about the completion of the Schedules to the Network Agreement.

General information

The network agreement is split into two main components: there is the nationally set mandatory terms (which were to be submitted by mid-May) and the schedules which need to be filled in (by 30 June) as per the requirements of the respective networks.

The schedules are interdependent and will need to be written with each network's organisational structure in mind. As such these should be tailored towards the specific requirements of the PCN and its constituent practices, and it is not recommended that generic templates are used without adequate tailoring and amendment to take these fully into account.

This is especially desirable as the contents of individual schedules will also depend upon the contents of other schedules within the overall network agreement. For example, the funding flows will, in part, depend upon the employment model decided upon. That, in turn, may need to take account of how PCN activities will be managed across the constituent practices.

Depending on the structures deployed, PCNs may need to seek independent legal advice before signing the network agreement in order to ensure all participating practices are fully aware of their individual and collective liabilities and responsibilities under the schedules.

Networks must **confirm** to their Commissioner they have completed all the schedules by the end of June (they are not required to share these and there is no suggestion that the Commissioner has any powers over the schedules).

Schedule specifics

Below is a brief (non-exhaustive) summary of what each schedule should cover; in addition our [PCN Handbook](#), the [national mandatory network agreement](#), and the [video of our recent webinar](#) provide additional information.

Schedule 1 Network specifics

Parts of this were to be completed before the GP practices in the network submitted the initial Network Agreement as set out in the Network Contract DES specification, but are also to be included within Schedule 1.

The Network Area must be set out and the name of the Clinical Director with the method of their appointment and the nominated payee. The schedule must also set out how the network will operate on a day-to-day basis to ensure that there is robust and appropriate governance structures in place. This will include voting/decision-making, remit of the CD, what format meetings will take place, who will chair, minutes etc; clear lines of accountability; data-sharing agreement; dispute resolution process; financial arrangements, workforce matters, etc.

The BMA has provided resources to support Networks on the important issue of governance and decision-making, available on the [PCN webpage](#).

Schedule 2 Additional terms

This schedule is where you can include additional terms which are not covered elsewhere within the agreement. For example, detailing member's responsibilities so to reduce potential disputes. The application of this schedule will depend upon the needs of the individual PCN.

Schedule 3 Activities

This schedule is to be populated by the PCN with information setting out who does what in relation to matters relevant to the agreement. PCNs can decide which services they wish to integrate across the Network but they must include the provision of Extended Hours (the requirements for which are set out in the [PCN DES specification](#)). PCNs can also decide the level of detail of this schedule and what can be left for members to decide, bearing in mind clarity will be useful if a dispute were to occur.

Networks can also include how they plan to monitor activity being undertaken by individual core and non-core members and how their performance will be measured i.e. service levels and key performance indicators.

Schedule 4 Financial arrangements

The funding networks will receive must go through the lead practice's account or federations with an NHS account. This schedule will therefore need to clearly set out who gets what in terms of payments – this could link to Schedule 3 to make clear that an organisation is paid a set amount for a specific activity; it could also link to Schedule 5 and funding arrangements for the workforce.

Other related financial arrangements to consider for inclusion in this schedule are: whether individual practices, other organisations, or all core and non-core members, provide additional funding to assist in the running of the PCN and delivery of its services; responsibility for taxation arrangements (if any), whether members are required to provide indemnities; how any underspend or overspend would be managed (ie if at the end of the year the PCN has funds left over are these transferred to practices (and if so how is this calculated), are they retained for future years etc).

Schedule 5 Workforce

This schedule will set out the arrangements in the PCN for engaging or employing the additional workforce i.e. how an individual is employed, who employs that individual and under what terms, and what policies apply to that individual if they are carrying out work across the network at different premises.

It should also include details of how the workforce is deployed across the network (eg a Clinical Pharmacist might be employed by a lead practice but work different hours with different responsibilities in other practices) – this includes the additional workforce provided for under the PCN DES, but also anyone else employed/engaged by the PCN (PCN-specific business management, other organisations staff etc).

Schedule 6 Insolvency

This schedule sets out a list of suggested different events of insolvency that would enable members to take action. This schedule can be amended by the PCN as it sees fit and should be tailored to the specifics of each practice and the network as a whole.

Schedule 7 Arrangements with organisations outside of the network

This will set out what external organisations other members are working with, to the extent to which it is relevant for PCN related matters; including how they are engaged, the responsibilities of the network to that other organisation, and the responsibilities of the other organisation to the network.

This schedule might link to schedules 3, 4 and/or 5, depending on the specific arrangements within a network and between the network and the other organisations.

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