1. – NETWORK SPECIFICS

**NAME OF NETWORK**

* + 1. The name of our network is XXXX Network.

**NETWORK AREA**

* + 1. The geographical area covered by our Network is [insert cross reference to geographical map – to be inserted by Network].
    2. Our Network Core Practice organisations are:

|  |  |
| --- | --- |
| Practice Name | Practice Code |
|  |  |
|  |  |
|  |  |
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|  |  |
|  |  |

**NOMINATED PAYEE**

* + 1. 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 XXX

**CLINICAL DIRECTOR**

* + 1. The Clinical Director of our Network is [to be inserted by Network].
    2. The Clinical Director was appointed by the process agreed between the Core Network Practices
    3. The Clinical Director shall be a non-voting member of the Network and Network Meeting.

GOVERNANCE OF THE NETWORK – DECISION-MAKING

Meeting of Member Representatives

* + 1. The Network meeting shall be comprised of the following roles (each a  **Network Practice Representative** and together the **Network Practice Representatives**):

*Voting Members*

* + - 1. One (1) representative per **Core Network Practice**; and
      2. A Core Network Practice may empower another Core Network Practice as proxy fully authorised to represent, cast votes and make proposals in accordance with the agreed instructions between the Core Network Practices involved as may be necessary from time to time
      3. For the avoidance of doubt, regardless of how many GMS/PMS/APMS contracts a Core Network Practice Organisation/Partnership holds, a single representative and single voting rights still applies.

*Non-Voting*

* + - 1. One (1) representative per **Non-Core Practice Organisation**
    1. Each Non-Core Practice Representative must:
       1. be nominated by the relevant Non-Core Practice to act as a Representative.
       2. it is the responsibility of the nominating Non-Core Practice to manage the selection of their Representative. If a Representative attends a Network Meeting the Network shall be entitled to assume they speak on behalf of their Non-Core Network Practice unless informed otherwise.
       3. be willing to act as a Representative; and
    2. The Network Practice Representatives may delegate any of the powers which are conferred on them under this Agreement:
       1. to such person or committee;
       2. by such means;
       3. to such an extent;
       4. in relation to such matters; and
       5. on such terms and conditions,

as they think fit PROVIDED THAT such delegated powers do not go above and beyond those powers conferred on Representations by their respective appointor.

* + 1. If the Representatives so specify, any such delegation may authorise further delegation of the Representatives' powers by any person to whom they are delegated.
    2. The Representatives may revoke any delegation in whole or part, or alter its terms and conditions.

ALTERNATES and removal of a Network Practice Representative

*Core Network Practice Member Representatives*

* + 1. A Core Network Practice may change their nominated Representative from time to time.

*Non-Core Network Practice Representatives*

* + 1. A Non-Core Network Practice may change their nominated Representative from time to time.

*All Network Practice Representatives*

* + 1. Any Network Practice Representative can nominate an alternate to attend a Network meeting on their behalf
    2. A Clinical Director may be removed from office at in accordance with the Clinical Director Terms of Agreement on a majority vote of the Core Network Practice Representatives. The replacement of the Clinical Director shall be carried out in accordance with the Clinical Director election process as set out in Appendix 1.

Frequency of Network meetings

* + 1. Network meetings shall be convened at least once a XXX and shall where possible take place on a XXX unless otherwise agreed by the Network Practice Representatives

Calling a Network meeting

* + 1. Any one (1) Network Practice Representative may call an extraordinary Network Meeting by giving not less than ten (10) days’ notice of the meeting (or such lesser notice as all the Network Practice Representatives may agree) to the Network.
    2. Notice of any Network Meeting must indicate:
       1. its proposed date and time;
       2. where it is to take place; and
       3. if it is anticipated that Network Practice Representatives participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
    3. Notice of a Network Meeting must be given to each Network Practice Representative in writing, which can include notice by email.
    4. Notice of a Network Meeting need not be given to Network Practice Representatives who waive their entitlement to notice of that meeting by giving notice to that effect to the Network not more than seven (7) days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

CONFLICTS OF INTEREST

* + 1. The Network shall maintain, at all times, a register of interests detailing the interests of each and all Network Practice Representatives.
    2. It is the responsibility of a Network Practice Representative to notify the Network, by notice in writing to the Clinical Director, as soon as reasonably practicable of any interest that may reasonably impact on their position as a Network Practice Representative.
    3. It is acknowledged that Network Practice Representatives are nominated by their respective practice or organisations as a result of their association to said practice or organisation and such conflict shall not prevent them from voting on any matter to be determined at a Network Meeting.
    4. Subject to clause 25, where a Network Practice Representative is conflicted on any issue to be discussed and/or determined at a Network Meeting, that individual shall declare the nature and extent of their conflict/interest at the opening of the meeting. Where possible the conflicted Network Practice Representatives nominating practice or organisation shall be entitled to appoint a substitute representative for the purpose of discussing and/or voting on the issue to be determined. Where it is not possible to appoint a substitute, the other non-conflicted Network Practice Representatives shall vote to either:
       1. permit the conflicted Network Practice Representative to attend and speak but not vote at the meeting on the issue on which they are conflicted; or
       2. exclude the conflicted Network Practice Representative from the meeting for the duration of the issue on which they are conflicted; or
       3. approve the conflict and permit the applicable Network Practice Representative to attend and vote at the meeting as if they were not conflicted.
    5. Where the conflicted Network Practice Representative is excluded from the vote, majority consent to the pass the resolution shall be limited to those non-conflicted Network Practice Representatives only.

Participation in Network meetings

* + 1. Subject to this Network Agreement, Network Practice Representatives participate in a Network Meeting, or part of a Network Meeting, when:
       1. the meeting has been called and takes place in accordance with this Agreement; and
       2. they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
    2. In determining whether Network Practice Representatives are participating in a Network meeting, it is irrelevant where any Network Practice Representative is or how they communicate with each other.
    3. If all the Network Practice Representatives participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them are.

Quorum for Network meetings

* + 1. At a Network Meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
    2. The quorum for Network Meetings shall be the majority of Core Network Practice Representatives unless otherwise agreed by all of the Members.

Administration and Chairing of Network meetings

* + 1. The Host Provider/ XXX will chair all Network Meetings.
    2. If the Host Provider / XXX is unable to chair a Network Meeting:
       1. the Network Practice Representatives will select one of their own to act as chair for the purposes of that meeting only;
       2. the person so appointed for the time being is known as the chairperson; and
       3. the chairperson’s appointment shall automatically terminate at close of the meeting.
    3. Where the Host Provider is acting as Chair the Chair shall not have a casting vote
    4. Where a Core Network Practice Representative is acting as chairperson the right to a single vote remains with the Representative
    5. The Host Provider shall provide business administration to Network Meetings which will include;
       1. drafting and circulation of meeting agendas and supporting papers
       2. providing administrative resource to record meetings by way of formal meeting minutes
       3. requesting agenda items from all Network Practice Representatives at least fourteen (14) working days in advance of the meeting date unless otherwise agreed
       4. circulated agenda and supporting papers to all Network Practice Representatives at least seven (7) working days in advance of the meeting date unless otherwise agreed

Voting

* + 1. Each voting Network Practice Representative shall have one (1) vote against each proposal.
    2. All matters shall be determined on the majority consent of all Representatives unless otherwise specified in this Agreement.
    3. In the event where a vote arises no voting Network Practice Representative shall have the right to abstain

exit – voluntary and involuntary

* + 1. Mechanism for joining and exiting the Network will be conducted in accordance with the relevant mandatory clause in the Network Agreement

PARTICIPATION IN SERVICE DELIVERY

* + 1. By signing up to the Network Agreement a Core Network Practice is not agreeing to participate in the delivery of each and service specification but where a Core Network Practice opts not to participate in a specific service their part funding for delivery shall be retained by the Network to ensure services can be accessed by the practices patients.