

GP Federation

Checklist

Practical Considerations

Governance

- We have identified the individuals/body which will govern the federation.
- We have agreed on what rights each federating party will have to appoint directors (and whether the board or company in general meeting will have rights to appoint any additional directors).
- We have considered which particular matters should be reserved for decision by the board itself (and be incapable of delegation) or be decided by the shareholders.
- We have agreed how the appointment of the chairman will be determined and whether the chairman will have a casting vote or other special powers.
- We have agreed a procedure for the flow of information and for reporting from the federation to the federating parties.
- We have reached agreement on how conflicts of interest will be managed and have in place a conflicts of interest policy.

Services

- We have identified which back office functions will be shared between the federating parties and who will have responsibility for providing them.
- We have agreed the contractual basis on which the services will be provided and how the costs of the services will be paid for.

Employment

- We have identified what additional support we will need and who will be responsible for:
 - Financial – control and forecasting
 - Project management
 - Business care development
 - Human Resources
 - Contract management
 - Communications and marketing
 - IT – sharing of systems and data protection
 - Clinical governance
- We have identified which employees will be seconded from any of the federating parties and any necessary changes to the terms of their employment.
- We have considered what the impact of TUPE may have on the transfer of any employees.
- We have agreed how any liabilities relating to employees will be apportioned between the federating parties.

Property

- We have identified the requirement for additional premises or agreed that the federating parties will continue to use their existing premises.
- If additional premises are required, we have agreed on the contributions required from each federating party and what any future party may be required to contribute.
- In the event of termination or a party seeking to leave the federation, we have agreed on how contributions will be returned and any payments that outgoing parties are required to contribute.

Competition and restrictions on the parties


- We have agreed a policy on individual federating members competing with the federation for new contract opportunities and a geographical limit.
- We have considered whether the federating parties should be prevented from soliciting customers and employees from the federation.
- We have agreed how the business of the federation will be defined for the purposes of such restrictions.
- We have considered whether the creation of the federation will be impacted by competition law and be considered anti-competitive.

Exit and Liabilities

- We have agreed that the federation shall be for a fixed period of time or indefinite in duration.
- We have identified circumstances in which the federation would be terminated, including:
 - the loss of any regulatory approval e.g. CQC registration;
 - the loss of any contracts; and
 - the insolvency/bankruptcy of a party.
- We have agreed the circumstances in which a federating party can exit the federation, including:
 - a change of control of any other federating party;
 - a material breach of the federation agreement by another party; and
 - by service of an exit notice given after the expiry of a minimum fixed term.
- We have agreed what arrangements will apply on termination in relation to discharging liabilities of outstanding contracts and the assumption or discharge of liabilities.
- We have agreed how any TUPE liabilities will be apportioned on termination of the federation.
- We have considered how any profits (or losses) will be distributed amongst the federating parties.

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