

Network Contract Directed Enhanced Service

Contract specification 2019/20

April 2019



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Contract Specification 2019/20

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Equalities and health inequalities statement

"Promoting equality and addressing health inequalities are at the heart of NHS England's values. Throughout the development of the policies and processes cited in this document, we have:

- given due regard to the need to eliminate discrimination, harassment and victimisation, to advance equality of opportunity, and to foster good relations between people who share a relevant protected characteristic (as cited under the Equality Act 2010) and those who do not share it;
- given regard to the need to reduce inequalities between patients in access to, and outcomes from, healthcare services and in securing that services are provided in an integrated way where this might reduce health inequalities."

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Please be aware that all aspects of this service specification outline the requirements for this programme. As such, commissioners and practices should ensure they have read and understood all sections of this document as part of the implementation of this programme.

Practices are advised that to ensure they receive payment, particular attention should be paid to the payment and validation terms. Practices will need to ensure they understand and use the designated clinical codes as required to ensure payment.

Other formats of this document are available on request. Please send your request to: england.gpcontracts@nhs.net

1. Introduction

- 1.1 The [Network Contract DES Directions](#) will begin on the 1 April 2019, and following sign-up to the Network Contract DES, the requirements on GP practices will apply from 1 July 2019. The Network Contract DES is intended to remain in place until at least 31 March 2024, with the Network Contract DES specification evolving over time, subject to annual review and development. The Network Contract DES forms part of a long-term, larger package of contract reform as set out in [Investment and Evolution: A five-year framework for GP contract reform to implement the NHS Long Term Plan](#), [which](#) also sets out the key features of the Network Contract DES.
- 1.2 This Network Contract DES specification applies to the first year of the Network Contract DES, covering the period 1 April 2019 to 31 March 2020. It has been agreed between NHS England and the British Medical Association's (BMA) General Practitioners Committee England (GPC). The focus of the Network Contract DES in 2019/20 is to support the establishment of primary care networks (PCNs) and the recruitment of new workforce, with the bulk of service requirements coming in from April 2020 onwards.

2. Eligibility for and sign-up to the Network Contract DES

- 2.1 GP practices signing-up to the Network Contract DES must hold a registered patient list and be offering in-hours (essential services) primary medical services.
- 2.2 To participate in the Network Contract DES, commissioners and PCNs must comply with the requirements set out in this section.
- 2.3 At the earliest opportunity and in any event by the 15 May 2019, PCNs must complete and return the registration form set out at Annex A of this Network Contract DES specification. The registration form requires the following information:
 - a. the names and ODS codes¹ of the proposed member GP practices²;

¹ <https://digital.nhs.uk/services/organisation-data-service>

² This may be a single super practice.

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- b. the PCN list size - sum of its proposed member GP practices' registered list as at 1 January 2019;
 - c. a map clearly marking the proposed geographical area covered by the PCN (Network Area);
 - d. the initial Network Agreement – this requires completion of the proposed GP member practices' details in the front end of the Network Agreement and in Schedule 1, details of the Network Area, the Clinical Director and nominated payee (PCNs may also provide in their initial Network Agreement additional information in Schedule 1 relating to PCN meetings and decision-making but it is recognised that this may not have been fully agreed by 15 May submission date);
 - e. the single practice or provider (who must hold a primary medical care contract)³ account that will receive funding on behalf of the PCN; and
 - f. the named accountable Clinical Director.
- 2.4 Prior to 15 May 2019, commissioners must confirm to PCNs how completed registration forms must be submitted.
- 2.5 By 15 May 2019, PCNs must have submitted the initial completed registration form in the manner indicated by the commissioners (i.e. to whom it must be sent and in what format, paper or electronic).
- 2.6 During the period 16 May 2019 to 31 May 2019, commissioners will seek to confirm and approve all Network Areas (see section 3 for further details on Network Areas) in a single process that ensures that all patients in every GP practice are covered by a PCN and that there is 100 per cent geographical coverage.
- 2.7 By 31 May 2019, commissioners should have reached agreement with practices on any issues relating to the proposals in registration forms, such as PCN list size and the Network Area. Commissioners should also have agreed the workforce baseline with the PCN as set out in paragraph 4.5.3. Further information on the Network Area is provided in paragraphs 2.10, 2.11 and in section 3 of this Network Contract DES specification.

³ Payment nomination would only apply where there is more than one primary medical care contractor in the PCN.

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- 2.8 By 31 May 2019, it is expected that commissioners will confirm that registration requirements have been met, including discussing and agreeing the Network Areas across the CCG. Where this is not possible due to ongoing discussions about the information set out in the registration form, commissioners will aim to confirm to PCNs that registration requirements have been met as soon as possible after this date, but prior to 30 June 2019.
- 2.9 After commissioner confirmation has been received and prior to 30 June 2019, each GP practice in a PCN will sign-up to the Network Contract DES through the Calculating Quality Reporting Service (CQRS), when available,⁴ and by recording the agreement in writing with the commissioner. Where 100 per cent population coverage has not been achieved within the initial registration timeframe (i.e. by 31 May 2019), this should be done by 30 June 2019.
- 2.10 Commissioners will work closely with Local Medical Committees (LMCs) during the registration period to resolve any issues in order to secure 100 per cent geographical coverage of PCNs. This will include ensuring any patients with a GP practice not participating in the Network Contract DES are covered by a PCN (for example through commissioning a local incentive scheme).
- 2.11 Where 100 per cent coverage is not achieved, commissioners and LMCs should, after all local options have been explored, seek discussion and agreement to Network Areas with NHS England Regional Teams and GPC England.
- 2.12 GP practices signing-up to the Network Contract DES specification accept that the associated funding is dependent on the PCN working together to deliver the requirements.
- 2.13 The GP practices within a PCN that are signed up to the Network Contract DES must ensure the full Network Agreement is completed and signed prior to 30 June 2019. GP practices must also ensure they have in place appropriate data sharing arrangements and, if required, data processor arrangements (both using the template to be provided), that are compliant with data

⁴ Further guidance relating to CQRS will be provided by NHS Digital when services are updated. If CQRS is not available by 30 June 2019, GP practices must still ensure they have confirmed their sign-up in writing to the commissioner and agree to subsequently participate in the service through CQRS.

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protection legislation to support the delivery of extended hours access services prior to 30 June 2019.

- 2.14 By 30 June 2019, PCNs must confirm to the commissioner that the fully completed Network Agreement has been signed by all PCN member GP practices and that the GP practices have entered into the appropriate data sharing (and, if relevant data processor arrangements) to support delivery of extended hours access services from 1 July 2019. A PCN will be considered to be established on the date this confirmation is provided to the commissioner.
- 2.15 If a PCN is unable to confirm the matters in paragraph 2.14 above by 30 June 2019, this means the PCN will not be established by 1 July 2019. The establishment of the PCN and the commencement within that PCN of the Network Contract DES will be delayed until such point as the confirmation is provided. Any delay in the commencement of the Network Contract DES will have an effect on payments that are linked to the Network Contract DES.
- 2.16 All GP practices signing-up to this Network Contract DES, confirming the matters outlined in paragraph 2.14 above by 30 June 2019 and committing to being active members of their PCN as it evolves over coming years will be eligible to claim the Network Participation Payment from July 2019 to support GP practice engagement. This payment is set out in the [General Medical Services Statement of Financial Entitlements](#) (SFE) and commissioners should ensure that arrangements are made for commensurate payments for primary medical service contractors described in paragraph 2.1 to whom the SFE does not apply. It is a payment of £1.761 per weighted patient per year (equating to £0.147 weighted per patient per month).
- 2.17 A GP practice may sign-up to the Network Contract DES after 30 June 2019. To participate in the Network Contract DES after 30 June 2019 and be eligible to receive the Network Participation Payment, the relevant GP practice will need to provide the following information to the commissioner:
- a. Confirmation that the GP practice is a member of a PCN and party to the Network Agreement;
 - b. Agreement that payments under the Network Contract DES are made to the nominated practice or provider;

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- c. Any changes to the information originally submitted by the PCN that results from the GP practice joining the Network Contract DES; and
 - d. Confirmation that the GP practice has put in place patient record sharing arrangements (as clinically required) and data sharing arrangements of the PCN (as referred to in this section 2), in line with data protection legislation and patient opt-out preferences⁵, prior to the start of any service delivery under the Network Contract DES.
- 2.18 Any changes to the membership of the PCN (i.e. GP practices leaving or joining) and/or the Network Area will require discussion with and approval from the commissioner. The commissioner will not unreasonably withhold approval to changes to the membership of the PCN (i.e. GP practices leaving or joining) and will not unreasonably withhold approval on changes to the Network Area. PCNs will be required to give commissioners at least 28 days' notice, providing as much information as possible on the changes, including any information required by the commissioner. Where changes are approved, they will not take effect until the start of the next quarter after approval is given. In these circumstances, contract variations will need to be entered into and the PCN will need to ensure the Network Agreement is updated accordingly. See Annex B of this Network Contract DES specification for further requirements relating to changes within a PCN.
- 2.19 In the event a GP practice withdraws from the Network Contract DES and/or leaves a PCN, the commissioner will need to consider the effect on provision of the PCN related services to the GP practice's registered population. The commissioner will be expected to cease the Network Participation Payment to that GP practice and if applicable reclaim any overpayments (as set out in the SFE). See Annex B to this Network Contract DES specification for further requirements relating to changes as a result of a GP practice withdrawing from the Network Contract DES and consequential changes to the PCN.

⁵ <https://digital.nhs.uk/about-nhs-digital/our-work/keeping-patient-data-safe/how-we-look-after-your-health-and-care-information/your-information-choices/opting-out-of-sharing-your-confidential-patient-information>

3. Description of Primary Care Network and Network Area

- 3.1 Commissioners and practices should agree Network Areas which are sustainable for the future, taking account of how services are delivered by wider members of the PCN beyond the practices and with a view to the evolution of PCNs as described in [Investment and Evolution](#) and the changes to the Additional Roles Reimbursement Scheme from year two. They should also seek to minimise disruption to any pre-existing Primary Care Networks that have already been locally agreed with their CCGs and wider partners if these also satisfy the Network Contract DES criteria.
- 3.2 A PCN is defined as GP practice(s) (and other providers⁶) serving an identified 'Network Area' with a minimum population of 30,000 people. In exceptional circumstances, commissioners may 'waive' the 30,000-minimum population requirement where a PCN serves a natural community which has a low population density across a large rural and remote area.
- 3.3 PCNs will typically serve populations between 30,000 to 50,000. When setting the Network Area, consideration must be given to the future footprint which would best support delivery of services to their patients in the context of the broader Integrated Care System (ICS) or Sustainability and Transformation Partnership (STP) strategy. Commissioners will usually only approve registration of a PCN if the PCN list size is indicated to be between 30,000 and 50,000.
- 3.4 A PCN will not tend to exceed 50,000 people, but this is not a strict requirement and commissioners may agree to larger PCNs. In such circumstances, the PCN may be required to organise itself operationally into smaller neighbourhood teams that cover population sizes between 30,000 to 50,000.
- 3.5 Typically, a PCN will consist of more than one GP practice but a single GP practice could form the GP component of a PCN. In such circumstances it is

⁶ Examples of non-GP providers - community (including community pharmacy, dentistry, optometry), voluntary, secondary care providers and social care.

expected that the practice will work with other practices and providers to achieve the optimal benefits of PCN working.

- 3.6 There is no requirement for the Network Agreement that is signed by 30 June 2019 to include collaboration between practices and other providers, but this will need to be developed over 2019/20 and to be well developed by the beginning of 2020/21 when the Network Agreement will need to be updated to reflect the new Network Contract DES specification. This will be worked towards in 2019/20 and demonstrated as a requirement from April 2020 if a single GP practice forms the PCN and remains signed-up to the Network Contract DES.
- 3.7 The Network Area must cover a boundary that makes sense to its: (a) constituent members (b) other community-based providers who configure their teams accordingly and (c) the local community, and would normally cover a geographically contiguous area. PCNs would not normally cross CCG, STP or ICS boundaries, but there may be exceptions to this such as where the practice boundary, or branch surgery, crosses the current CCG boundaries.
- 3.8 The Network Area will be agreed with commissioners through the registration process (see section 2), on behalf of the ICS or STP. Commissioners will not unreasonably reject the proposed Network Area.

4. Requirements⁷

- 4.1 The Network Contract DES Directions will begin on 1 April 2019 and following, sign-up to the Network Contract DES, the requirements on GP practices will apply from 1 July 2019. The Network Contract DES is intended to be updated annually until at least 31 March 2024. The content in this contract specification will apply from 1 April 2019 until 31 March 2020.
- 4.2 With agreement between the commissioner and the PCN, commissioners may develop and commission local Supplementary Network Services⁸ as an agreed supplement to the Network Contract DES, supported by additional local resources. So as to not impact upon the national reporting and

⁷ Commissioners and practices should ensure they have read and understood all sections of this document as part of the implementation of this programme and to ensure accurate payment.

⁸ Supplementary Network Services would be services commissioned locally, under separate arrangements and with additional resource, building on the foundation of the Network Contract DES.

requirements set out in the Network Contract DES, these local supplements should be via a separate local incentive scheme (LIS) and, as would be expected, in discussions with the LMC. This will minimise additional reporting requirements for commissioners if varying the national specification. The Network Contract DES specification must not be varied locally and commissioners are not able to increase or reduce the basic requirements nor reduce the national funding pursuant to this Network Contract DES specification.

- 4.3 In this Network Contract DES specification and unless expressly stated otherwise, a requirement or obligations relating to a PCN is a requirement or obligation of each of the GP practices in a PCN that have signed up to the Network Contract DES.

4.4 Network infrastructure

- 4.4.1 The PCN will be required to:

- a. Have a single practice or provider (who must hold a primary medical care contract) to receive payments on behalf of the PCN. The practice or provider nominated will be known as the 'nominated payee'.
- b. Have in place an underlying Network Agreement signed by all PCNs members, using the mandatory⁹ national template. The Network Agreement¹⁰ template is available [here](#).
- c. Ensure that an accountable Clinical Director, who will work across the PCN, is in place at all times during the term of the Network Contract DES.
- d. Have in place appropriate arrangements for patient record sharing in line with data protection legislation honouring patient opt-out preferences¹¹ (a template data controller/data processor agreement and a template data controller/data controller agreement will be published separately in due course, for use as required).

⁹ Where PCNs decide to seek advice related to the Network Agreement, these costs will not be covered under the Network Contract DES nor by commissioners at a local level.

¹⁰ The Network Agreement template has been agreed between NHS England and GPC.

¹¹ <https://digital.nhs.uk/about-nhs-digital/our-work/keeping-patient-data-safe/how-we-look-after-your-health-and-care-information/your-information-choices/opting-out-of-sharing-your-confidential-patient-information>

4.4.2 Network Clinical Director

- a. The PCN will be required to appoint a named accountable Clinical Director. The Clinical Director is accountable to the PCN members and will provide leadership for the PCN's strategic plans, working with members to improve the quality and effectiveness of the network services.
- b. The Clinical Director will be a practicing clinician from within the PCN member practices able to undertake the responsibilities of the role and represent the PCN's collective interests. It is most likely this role will be fulfilled by a GP but this is not an absolute requirement.
- c. The Clinical Director will work collaboratively with Clinical Directors from other PCNs within the ICS/STP area, playing a critical role in shaping and supporting their ICS/STP, helping to ensure full engagement of primary care in developing and implementing local system plans.
- d. The following sets out the key responsibilities¹² for the Clinical Director:
 - i. They will provide strategic and clinical leadership to the PCN, developing and implementing strategic plans, leading and supporting quality improvement and performance across member practices (including professional leadership of the Quality and Outcomes Framework Quality Improvement activity across the network). The Clinical Director would not be solely responsible for the operational delivery of services; this will be a collective responsibility of the PCN.
 - ii. They will provide strategic leadership for workforce development, through assessment of clinical skill-mix and development of a PCN workforce strategy.
 - iii. They will support PCN implementation of agreed service changes and pathways and will work closely with member practices and the commissioner and other networks to develop, support and deliver local improvement programmes aligned to national priorities.

¹² This section sets out the high level minimum requirement of the role of the Clinical Director. The detailed requirements will vary according to the characteristics of the PCN, including its maturity and local context and should be set out in the PCN's Network Agreement.

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- iv. They will develop local initiatives that enable delivery of the PCN's agenda, working with commissioners and other networks to reflect local needs and ensuring initiatives are coordinated.
 - v. They will develop relationships and work closely with other Clinical Directors, clinical leaders of other primary care, health and social care providers, local commissioners and LMCs.
 - vi. They will facilitate participation by practices within the PCN in research studies and will act as a link between the PCN and local primary care research networks and research institutions.
 - vii. They will represent the PCN at CCG-level clinical meetings and the ICS/STP, contributing to the strategy and wider work of the ICS/STP.
- e. PCNs will be responsible for managing any conflicts of interest. Clinical Directors will take a lead role in developing a PCN's conflict of interest arrangements, taking account of what is in the best interests of the PCN and their patients.
 - f. Each PCN will be required to appoint a Clinical Director. This should follow a selection process either via appointment, election or both (see [Network Contract DES guidance](#) for further information) and included in Schedule 1 of the Network Agreement.

4.4.3 Data and analytics

- a. The PCN will be required to have in place appropriate data sharing and, if appropriate data processor arrangements between members of the PCN, which must be in place prior to the start of the activity to which they relate¹³. A national template will be published in due course.
- b. The PCN will also be required to share non-clinical data between its members in certain circumstances. The data to be shared should be that required to support understanding and analysis of the population's needs, service delivery in line with local commissioner objectives and compliance with the minimum requirements of this Network Contract DES

¹³ For extended hours access appointments this will be for 1 July 2019.

specification. PCNs will determine appropriate timeframes for sharing of this data.

- c. Where the functionality is available, clinical data sharing for service delivery should use read/write access, so that a GP from any practice can refer, order tests and prescribe electronically and maintain a contemporaneous record for every patient. Appropriate data sharing and, if appropriate, data processor, arrangements must be in place prior to the start of network service delivery (which means for extended hours access by 30 June 2019).
- d. In 2019/20, the PCN should also work towards the collection, sharing and aggregation of data¹⁴ across the member practices to enable it to carry out the following actions envisaged to be requirements of the Network Contract DES in 2020/21:
 - i. support benchmarking and identification of opportunities for improvement;
 - ii. identify variation in access, service delivery or gaps in population groups with highest needs; and
 - iii. review capacity and demand management across the PCN, including sharing appointment data for the PCN to action (this could be achieved through using the GP workload tool or other similar tools).
- e. Commissioners and the wider system will support PCNs in the analysis of data.

4.4.4 Patient engagement

- a. GP member practices within the PCN will have requirements relating to patient engagement under their primary medical services contracts. The PCN will therefore be expected to reflect those requirements by engaging, liaising and communicating with their collective registered population in the

¹⁴ Data sources include workload data, population data, appointment data, cost data, outcome data and patient experience data (e.g. friends and family test, GPPS).

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most appropriate way, informing and/or involving them in developing new services and changes related to service delivery. This includes engaging with a range of communities, including 'seldom heard' groups.

- b. The PCN will be required to provide reasonable support and assistance to the commissioner in the performance of its duties¹⁵ to engage patients in the provision of and/or reconfiguration of services where applicable to the registered population.

4.4.5 Sub-contracting arrangements

- a. PCNs (and their member GP practices) considering sub-contracting arrangements related to the provision of services under the Network Contract DES must have due regard to the requirements set out in the statutory regulations or directions that underpin the member GP practices' primary medical services contracts in relation to sub-contracting, which will also apply to any arrangements to sub-contract services under the Network Contract DES.
- b. The PCN member GP practices may be required under their primary medical services contract to notify the commissioner, in writing, of their intention to sub-contract as soon as reasonably practicable and before the date on which the sub-contracting arrangement is intended to begin.
- c. The PCN (and their member GP practices) must make available on request from the commissioner any information relating to sub-contracting arrangements and reporting information relating to either the delivery of network services or the engagement of PCN staff, for which reimbursement is being claimed under the Network Contract DES.
- d. Commissioners may withhold consent to sub-contracting arrangements in accordance with the statutory regulations or directions that underpin the GP member practices' primary medical services contracts that relate to withholding consent to sub-contracting services.

¹⁵ Section 14Z2 of the 2006 NHS Act.

4.5 Primary Care Network workforce and requirements

- 4.5.1 The PCN will be able to access funding as part of the Network Contract DES and as further set out in section 5, to support the recruitment of new staff to deliver health services across the PCN, as agreed by members of the PCN and set out in the Network Agreement.
- 4.5.2 To provide clarity on what is meant by new additional staff, the Network Contract DES introduces a principle of 'additionality'. To receive the associated funding, a PCN needs to show that the staff delivering additional services for whom funding is requested comply with this principle of additionality. The additionality rule serves both to protect pre-existing local investment in primary care (e.g. by commissioners), as well as to expand capacity.
- 4.5.3 Additionality will be measured on a 2018/19 baseline of staff supporting GP practices as taken at 31 March 2019 against all five staff roles. The baseline will be determined by combining information from the [National Workforce Reporting System](#) (NWRS) as at 31 March 2019 and a survey of commissioners during April 2019 according to subsequent guidance. GP practices must ensure they return the relevant data via NWRS and co-operate with commissioners in supplying information for the survey in order to be eligible for the Network Contract DES. The survey will seek information from commissioners on numbers of staff within these five roles being funded via local schemes regardless of who employs the staff or what body provides that funding. It will not be possible for commissioners to stop funding these staff on the grounds that these could instead be funded through PCN reimbursement. Commissioners will be required to maintain existing funding for the baseline staff levels.
- 4.5.4 PCNs will be required to demonstrate that claims being made are for new additional staff roles beyond this baseline (including in future years, replacement as a result of staff turnover). Commissioners must be assured that claims meet the additionality principles above.
- 4.5.5 A failure to submit information or the provision of inaccurate workforce information is a breach of the Network Contract DES specification and may result in commissioners withholding reimbursement pending further enquires. Reimbursement claims will be subject to validation and any suspicion that

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deliberate attempts have been made to subvert the additionality principles will result in a referral for investigation as potential fraud.

- 4.5.6 Staff employed within the five roles after 31 March 2019 (i.e. above the baseline set) will be eligible for reimbursement under the Network Contract DES, if those staff are employed or engaged to deliver services across the PCN and if the PCN meets the requirements set out in this Network Contract DES specification.
- 4.5.7 The only exception to this baseline, will be those clinical pharmacists employed via the national [Clinical Pharmacist in General Practice Scheme](#) or those pharmacists employed via the [Medicines Optimisation in Care Homes Scheme](#)¹⁶. For this exception to apply the employee must be in post prior to 31 March 2019. PCNs and member GP practices must transfer clinical pharmacists, employed prior to 31 March 2019, from the existing *Clinical Pharmacist in General Practice Scheme* and meet the requirements set out in this Network Contract DES specification by 30 September 2019, after which this exception will no longer apply. For those pharmacists employed under the *Medicines Optimisation in Care Homes Scheme* transfer will take place after the scheme ends in March 2020. Further information for this latter group will be available prior to this scheme coming to an end. Full details on the transfer arrangements are available in the [Network Contract DES guidance](#).
- 4.5.8 Staff delivering the additional network services may be employed by a member of the PCN, or another body (e.g. GP Federation, voluntary sector provider, Local Authority or Trust). If the network chooses to commission the additional network services from another body, outside of the PCN, which therefore employs the staff, this does not change the general position that the PCN and its member practices are responsible for ensuring that the requirements of the Network Contract DES are delivered. The employer remains responsible for all costs (including taxes and where applicable VAT)

¹⁶ This will include some pharmacy technicians currently funded by CCGs.

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and liabilities relating to the employment of staff and PCNs should set out in the Network Agreement if and how any costs and liabilities will be shared.

- 4.5.9 Funding available via the Network Contract DES for workforce to deliver the additional network services will be made to the nominated payee. It will be a contribution of 100 per cent for social prescribing link workers and 70 per cent for clinical pharmacists¹⁷ towards the aggregate of actual salary and 'on' costs (pension and national insurance contributions) of employing the staff member (up to the maximum amount for the relevant role - see table 1 in section 5) and paid following the start of the employment.
- 4.5.10 If the workforce delivering the additional network services is employed by a non-PCN body, the contribution will be the relevant percentage of the actual salary costs that have been appropriately apportioned to PCN-related activity.
- 4.5.11 The nominated payee will be required to submit a monthly claim (see section 5 for further details). Commissioners will need to carry out audit appropriately and PCNs will need to co-operate fully in providing the relevant information. Failure to provide the requested information may result in the commissioner withholding or reclaiming reimbursements.
- 4.5.12 To ensure satisfactory provision of additional network health services, the following requirements will apply to any workforce recruited through the Network Contract DES:
- a. Individuals employed will be embedded within the PCN's member practices and be fully integrated within the multi-disciplinary team delivering healthcare services to patients. They will have access to other healthcare professionals, electronic 'live' and paper based record systems of the GP member practices, as well as access to admin/office support and training and development as appropriate.
 - b. Individuals will benefit from a review and appraisal process, as appropriate between the PCN's member practices and any employing

¹⁷ In future years, the 70 per cent contribution will also apply to physician associates, physiotherapists and paramedics.

organisation. They will also have access to appropriate clinical supervision and administrative support.

- c. As agreed in the Network Agreement, individuals will be deployed to deliver additional network health services as described by the relevant criteria in this Network Contract DES specification and the job description for each role which the PCN will develop and agree. The relevant criteria are set out below.

4.5.13 PCNs and commissioners will agree the process for PCNs to notify commissioners of any changes to workforce where this has an impact on the payments being claimed (for example changes in WTE, new starters).

4.5.14 PCNs will record information on workforce employed, whether by the PCN itself or by another body, via the Network Contract DES in NHS Digital's [National Workforce Reporting System](#) (NWRS) in line with the existing requirements for general practice staff.

4.5.15 Clinical pharmacist

- a. Clinical pharmacists being employed through the Network Contract DES funding will either be enrolled in or have qualified from an accredited training pathway that equips the clinical pharmacists to be able to practice and prescribe safely and effectively in a primary care setting (currently the CPPE Clinical Pharmacist training pathways^{18,19}), and in order to deliver the key responsibilities outlined below.
- b. The following sets out the key responsibilities for clinical pharmacists in delivering the additional PCN health services to patients:
 - i. Clinical pharmacists will work as part of a multi-disciplinary team in a patient facing role to clinically assess and treat patients using their expert knowledge of medicines for specific disease areas.
 - ii. They will be prescribers, or will be completing training to become prescribers, and will work with and alongside the general practice team. They will take responsibility for the care management of

¹⁸ <https://www.cppe.ac.uk/career/clinical-pharmacists-in-general-practice-education#navTop>

¹⁹ <https://www.cppe.ac.uk/wizard/files/general-practice/clinical-pharmacists-in-general-practice-education-brochure.pdf>

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patients with chronic diseases and undertake clinical medication reviews to proactively manage people with complex polypharmacy, especially the elderly, people in care homes, those with multiple co-morbidities (in particular frailty, COPD and asthma) and people with learning disabilities or autism (through STOMP – Stop Over Medication Programme).

- iii. They will provide specialist expertise in the use of medicines whilst helping to address both the public health and social care needs of patients at the PCN's practice(s)²⁰ and to help in tackling inequalities.
- iv. Clinical pharmacists will provide leadership on person centred medicines optimisation (including ensuring prescribers in the practice conserve antibiotics in line with local antimicrobial stewardship guidance) and quality improvement, whilst contributing to the quality and outcomes framework and enhanced services. Through structured medication reviews, clinical pharmacists will support patients to take their medications to get the best from them, reduce waste and promote self-care.
- v. Clinical pharmacists will have a leadership role in supporting further integration of general practice with the wider healthcare teams (including community and hospital pharmacy) to help improve patient outcomes, ensure better access to healthcare and help manage general practice workload. The role has the potential to significantly improve quality of care and safety for patients.
- vi. They will develop relationships and work closely with other pharmacy professionals across PCNs and the wider health and social care system.

²⁰ 'Modernising Pharmacy Careers Programme: Review of pharmacist undergraduate education and pre-registration training and proposals for reform.' Report to the Medical Education England Board. April 2011
<https://hee.nhs.uk/sites/default/files/documents/Pharmacist-pre-registration-training-proposals-for-reform.pdf>

- vii. Clinical pharmacists will take a central role in the clinical aspects of shared care protocols, clinical research with medicines, liaison with specialist pharmacists (including mental health and reduction of inappropriate antipsychotic use in people with learning difficulties), liaison with community pharmacists and anticoagulation.
- c. All clinical pharmacists will be part of a professional clinical network and will have access to appropriate²¹ clinical supervision as outlined in the [Network Contract DES guidance](#). As the number of clinical pharmacists working within PCNs increases, this should be on a ratio of one senior clinical pharmacist to five junior clinical pharmacists, and in all cases appropriate peer support and supervision must be in place.

4.5.16 Social prescribing link workers

- a. The following sets out the key responsibilities for social prescribing links workers in delivering the additional PCN health services to patients:
 - i. As members of the PCN team of health professionals, social prescribing link workers will in 2019/20 take referrals from the PCN's members, expanding from 2020/21 to take referrals from a wide range of agencies²² in order to support the health and wellbeing of patients. PCNs which already have social prescribing link workers in place, or which have access to social prescribing services may take referrals from other agencies prior to 2020/21.
 - ii. Social prescribing link workers will:
 - assess how far a patient's health and wellbeing needs can be met by services and other opportunities available in the community;

²¹ Clinical supervision of junior clinical pharmacists must be by a senior clinical pharmacist. The senior clinical pharmacist does not need to be working within the PCN, but could be part of a wider local network, including from secondary care or another PCN.

²² These agencies include but are not limited to: the PCN's members, pharmacies, multi-disciplinary teams, hospital discharge teams, allied health professionals, fire service, police, job centres, social care services, housing associations and voluntary, community and social enterprise (VCSE) organisations.

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- co-produce a simple personalised care and support plan to address the patient's health and wellbeing needs by introducing or reconnecting people to community groups and statutory services;
 - evaluate how far the actions in the care and support plan are meeting the individual's health and wellbeing needs²³;
 - provide personalised support to individuals, their families and carers to take control of their health and wellbeing, live independently and improve their health outcomes;
 - develop trusting relationships by giving people time and focus on 'what matters to them'; and
 - take a holistic approach, based on the person's priorities, and the wider determinants of health.
- iii. The role will require social prescribing link workers to manage and prioritise their own caseload, in accordance with the health and wellbeing needs of their population. Where required and as appropriate, the social prescribing link workers will refer people back to other health professionals within the PCN.
- b. The PCN's member GP practices will identify a first point of contact for general advice and support and (if different) a GP to provide supervision for the social prescribing link worker. This could be one or more named individuals within the PCN. In addition, the PCN will ensure the social prescribing link worker can discuss patient related concerns (e.g. abuse, domestic violence and support with mental health) with a relevant GP (for example the patient's named accountable GP).
- c. Referrals to social prescribing link workers will be required to be recorded within GP clinical systems using the new national SNOMED codes (see section 6).
- d. The following sets out the key wider responsibilities of social prescribing link workers:

²³ Including considering if the persons needs are met (for example, reasonable adjustments, interpreter etc).

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- i. Social prescribing link workers will draw on and increase the strengths and capacities of local communities, enabling local Voluntary, Community and Social Enterprise (VCSE) organisations and community groups to receive social prescribing referrals.
 - ii. Social prescribing link workers will work collaboratively with all local partners to contribute towards supporting the local VCSE organisations and community groups to become sustainable and that community assets are nurtured, through sharing intelligence regarding any gaps or problems identified in local provision with commissioners and local authorities.
 - iii. Social prescribing link workers will have a role in educating non-clinical and clinical staff within the PCN on what other services are available within the community and how and when patients can access them. This may include verbal or written advice and guidance.
- e. PCNs should be satisfied that organisations and groups to whom their social prescribing link workers(s) direct their patients have basic safeguarding processes in place for vulnerable individuals and that the service is able to provide opportunities for the person to develop friendships and a sense of belonging, as well as to build knowledge, skills and confidence.
 - f. PCNs will ensure all staff working across the PCN are aware of who the named social prescribing link workers are and how to refer to them.
 - g. At a local level, PCNs will work in partnership with commissioners, social prescribing schemes, Local Authorities and voluntary sector leaders to create a shared plan for social prescribing. This will include how they will build on existing schemes and work collaboratively to recruit additional social prescribing link workers to embed one in every PCN and direct referrals to the voluntary sector.

4.6 Extended Hours Access

- 4.6.1 Provision of extended hours access appointments is a requirement of the Network Contract DES from 1 July 2019. This is separate from the CCG commissioned extended access services in 2019/20. Where a commissioner is not satisfied that a PCN is delivering extended hours access in accordance

with the requirements of this Network Contract DES specification then it may withhold payment²⁴ as set out in Annex B to this Network Contract DES specification.

4.6.2 PCNs will be required to provide:

- a. additional clinical sessions²⁵ (routine appointments including emergency or same day appointments), outside of PCN member practices core²⁶ contracted hours, to all registered patients within the PCN;
- b. extended hours access appointments in opening hours which are held at times that takes into account patient's expressed preferences, based on available data at practice or PCN level and evidenced by patient engagement;
- c. an additional period of routine appointments that equate to a minimum of 30 minutes per 1,000 registered patients per week, calculated using the following formula:

$$\text{additional minutes}^* = \text{a network's aggregate CRP}^{**} \div 1000 \times 30$$

*convert to hours and minutes and round, either up or down, to the nearest quarter hour

**contractor registered population (CRP) will be determined at 1 January 2019.

(for a PCN with 50,000 registered patients this equates to a minimum of 25 hours per week);

- d. extended hours access appointments by the PCN's member practices, or subcontracted appropriately, in continuous periods of at least 30 minutes on a regular basis in full each week, including providing sickness and leave cover; and
- e. a reasonable number of these appointments face-to-face, with the rest provided by telephone, video or online consultations or a mixture of these methods.

²⁴ Payment withheld in this context would be an appropriate proportion of the payments in relation to both extended hours access and Core PCN funding payments.

²⁵ All appointments provided under the DES must be demonstrably in addition to appointments commissioned under the improving access arrangements.

²⁶ For PMS and APMS contractors within the PCN, extended access hours do not apply to any hours covered by core hours set out in their contracts. PCNs will be required to take consideration of this when agreeing the extended hours access offer to their registered patients. For GMS practices core hours are from 08:00 to 18:30.

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- 4.6.3 PCNs will determine how the extended hours access appointments will be delivered as part of the Network Agreement. All PCN member practices will be expected to actively engage in planning of the service. The exact number of extended hours access appointments delivered from each member GP practice premises will be for the PCN to determine subject to complying with the minimum additional minutes set out in paragraph 4.6.2 above. Not every individual clinician or practice will be required to deliver a particular share of these appointments.
- 4.6.4 Extended hours access appointments may be offered with any healthcare professional or others working under supervision in the PCN²⁷.
- 4.6.5 PCN member practices must ensure that patients are aware of the availability of extended hours access appointments, including any change to published availability, through promotion and publication of the days and times of these appointment through multiple routes. This may include the NHS Choices website, in the practice leaflet, the practice website, on a waiting room poster, by writing to patients and active offers by staff booking appointments. Any cancellation of extended hours access appointments, including arrangements for re-provision (e.g. bank holidays) should be re-offered within a two-week period around the original appointments and all patients within the PCN must be notified. Commissioners will also consider how best to communicate extended hours access to their local populations by publicising information to help patients to identify which practices are offering appointments at given times.
- 4.6.6 PCN member practices will be required to inform patients of any changes to the pattern of extended hours access appointments, providing reasonable notice to patients.
- 4.6.7 If any PCN member practice is providing out of hours services to their own registered patients, they must offer routine extended hours access appointments in addition to the out of hours service.

²⁷ With regard to sessions provided by healthcare assistants: “the arrangements must include the provision of a specified number of clinical sessions, provided by a registered health care professional or by another person employed or engaged by the contractor to assist that health care professional in the provision of primary medical services under the contract”.

4.6.8 Unless a GP practice has prior written approval from the commissioner, no PCN member GP practice will be closed for half a day on a weekly basis and all patients must be able to access essential services, which meet the reasonable needs of patients during core hours, from their own practice or from any sub-contractor. This means that unless a GP practice has prior written approval from the commissioner, all PCN GP member practices will not close for half a day on a weekly basis.

4.7 Further requirements

4.7.1 The PCN's member GP practices will have contractual responsibility and liability to fulfil the requirements of this Network Contract DES specification.

5. Network financial entitlements

5.1 The PCN's member practices signing-up to the Network Contract DES will be required to sign up via CQRS (when available), to have met the off-line registration requirements outlined in section 2 by no later than 30 June 2019 and been approved by the commissioner. Commissioners will need to ensure they are satisfied that PCNs (and their GP practice members) have met all the requirements outlined in section 2 prior to approval. References in this section 5 to payments calculated on a per registered patient basis or based on registered lists sizes, are references to the registered patients or registered list of GP practices that are members of a PCN and which have signed up to the Network Contract DES via CQRS (when available) and agreed the same in writing with the commissioner.

5.2 Payments under the Network Contract DES will be made into the bank account of the single nominated practice or provider (who holds a GMS, PMS or APMS contract). It is the responsibility of the PCN to inform the commissioner of the relevant details. The PCN will include in the Network Agreement the details of arrangements between the nominated practice or provider receiving the payments and may indicate the basis on which that nominated practice or provider receives the payments on behalf of the other practices, e.g. as an agent or trustee.

5.3 Payment to PCNs under the Network Contract DES reflects funding for:

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- 5.3.1 Clinical Director - population based payment²⁸ calculated using a baseline equivalent of 0.25 WTE (1 WTE is £137,516 in 2019/20) per 50,000 registered population size as at 1 January 2019²⁹. This is a payment of £0.514³⁰ per registered patient for the period 1 July 2019 to 31 March 2020 (which equates to £0.057 per patient per month), reflecting the fact that the Network Contract DES begins in July and this will be the point at which the Clinical Director takes up the post. The payment will start from July 2019 and is payable on a monthly basis by commissioners, no later than the last day of the month in which the payment applies and taking into account local payment arrangements.
- 5.3.2 Core PCN funding (for use by the PCN as required) - payment of £1.50 per registered patient as at 1 January³¹ 2019 (equating to £0.125 per patient per month). This payment is to be made from CCG core allocations³² as per the [NHS Operational Planning and Contracting Guidance 2019/20](#). The first payment is to be made on or by the end of July 2019 and should be backdated³³ to 1 April 2019 and cover the period 1 April to July 2019). Thereafter payments will be payable on a monthly basis by commissioners, no later than the last day of the month in which the payment applies and taking into account local payment arrangements.
- 5.3.3 Workforce (through the Additional Roles Reimbursement Sum) - PCNs will be entitled to claim a percentage reimbursement of either 70 per cent or 100 per cent as set out in Table 1 and based on actual³⁴ salary (including employer on-costs³⁵) up to the maximum amount as outlined in Table 1, for the delivery of additional network health services. The following conditions apply:

²⁸ This is a contribution to the role.

²⁹ <https://digital.nhs.uk/services/organisation-data-service>

³⁰ For example, a 40,000 PCN would receive £20,627 or a 50,000 PCN would receive £25,784. The additional 6 per cent employer's superannuation will be met centrally.

³¹ <https://digital.nhs.uk/services/organisation-data-service>

³² Rather than specific primary medical care allocations.

³³ Backdating of Core PCN funding will not apply post sign-up to the Network Contract DES in year.

³⁴ If relevant the percentage will be appropriately apportioned to PCN related activity.

³⁵ This does not include the additional 6 per cent employer contributions.

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- a. The payments will be payable on a monthly basis in arrears following the start of employment. Commissioners will make payments no later than the last day of the following month in which the payment applied and taking into account local payment arrangements (for example, July 2019 payment to be made on or by end August 2019).
- b. For 2019/20 this funding will be available to support the relevant percentage reimbursement of one Whole Time Equivalent (WTE) clinical pharmacist and one WTE social prescribing link worker per PCN. PCNs beyond a population size of 100,000 will be able to claim the relevant percentage reimbursement for two WTE clinical pharmacists and two WTE social prescribing link workers, extending to one additional WTE of each of these roles per 50,000 population.
- c. With agreement from the commissioner, PCNs will be able to substitute between clinical pharmacists and social prescribing link workers, within the parameters outlined in paragraphs 5.3.3.a and 5.3.3.b, providing the PCN:
 - i. has made sufficient efforts, but is unable to recruit a clinical pharmacist or social prescribing link worker (due to limited workforce availability), OR
 - ii. can demonstrate it already has access to a full complement³⁶ of clinical pharmacists or social prescribing link workers.
- d. PCNs will be required to demonstrate that claims being made are for additional staff roles beyond the baseline (including in future years, replacement as a result of staff turnover) as set out in this Network Contract DES specification. Commissioners will be required to ensure the claims meet the 'additionality rules' set out in paragraphs 4.5.2 to 4.5.7. PCNs (and GP member practices) not fully participating in the process for setting the baseline data will not be eligible for workforce reimbursement under the DES and could

³⁶ Full complement is equivalent to 1 clinical pharmacist or 1 social prescribing link worker per 50,000 population.

be subject to the recovery of funds and referral for investigation of fraud as set out in paragraph 4.5.5.

- e. Clinical pharmacists reimbursed under either the national [Clinical Pharmacists in General Practice Scheme](#) or [Medicines Optimisation in Care Homes Scheme](#) that have been transferred³⁷ to receive funding under the Network Contract DES must meet the terms set out in this Network Contract DES specification and the clinical pharmacist will need to be working across the PCN and carrying out the same duties described in paragraph 4.5.15 in the delivery of additional network health services.
- f. PCNs should bear in mind that from 2020/21 reimbursement for workforce will be available up to a sum calculated on the basis of their weighted population, providing greater future flexibility. The guidance provides further details.

5.3.4 Extended hours access appointments - payment of £1.45 per registered patient as at 1 January³⁸ preceding the relevant year. For 2019/20 it is a payment of £1.099 per registered patient (equating to £0.122 per patient per month) under this DES for the period 1 July 2019 to 31 March 2020 reflecting the fact that the DES begins in July (and prior to this the stand-a-lone extended hours access DES covers the period 1 April 2019 to 30 June 2019). The payment will start from July 2019 and be payable on a monthly basis by commissioners, no later than the last day of the month in which the payment applies and taking into account local payment arrangements. Recurrent investment of £30 million has been included in global sum.

5.4 Payments due to a PCN being formed in-year after 30 June 2019, or where a GP practice signs-up and joins a PCN in-year, will be made on a pro-rata basis accordingly.

5.5 Commissioners will need to be satisfied prior to making the first payment that the PCN has met the requirements outlined in section 2 including that a data-

³⁷ Information regarding the transition arrangements is available in the Network Contract DES guidance (see link at footnote 24).

³⁸ <https://digital.nhs.uk/services/organisation-data-service>

sharing agreement is in place by 30 June 2019 to support extended hours access delivery.

- 5.6 Commissioners will be able to reclaim payments on a pro-rata basis if a PCN member GP practice, which signed up to the Network Contract DES, cease participation in the Network Contract DES during the financial year. Any reclaim of payments will be made at the end of a financial quarter.

Table 1: Percentage of actual salary costs claimable and maximum reimbursement amounts per role for 2019/20.

Role	AfC band	Percentage reimbursement (of actual salary inclusive of employer on-costs)	Maximum reimbursable amount³⁹ £
Clinical pharmacist	7-8a	70%	37,810
Social prescribing link worker	Up to 5	100%	34,113

- 5.7 PCNs will only be eligible for payment where all of the following requirements have been met:
- a. As set out in paragraph 4.4.1.
 - b. For workforce related claims, the PCN has met the requirements as set out in paragraph 4.5 for the relevant roles against which payment is being claimed. Payments can be claimed upon the commencement of the individual's employment. Payment under the Network Contract DES, or any part thereof, will only be made if the PCN satisfies the following conditions:
 - i. The employing organisation (whether this be a PCN member or a third party) continues to employ the individual(s) for whom payments are being claimed and the PCN continues to have access to them;

³⁹ The maximum reimbursable amount is the sum of (a) the weighted average salary for the specified AfC band plus (b) associated employer on-costs. These amounts do not include any recruitment and reimbursement premiums that PCNs may choose to offer. If applicable, the on-costs will be revised to take account of any pending change in employer pension contributions. The maximum reimbursement amount in subsequent years will be confirmed in line with applicable AfC rates.

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- ii. The PCN makes available to commissioners any information under the Network Contract DES, which the commissioner needs and the PCN either has or can be reasonably expected to obtain in order to establish that the PCN has fulfilled the requirements of the Network Contract DES specification;
 - iii. The PCN makes any returns required of it and does so promptly and fully; and
 - iv. All information supplied pursuant to or in accordance with this paragraph must be accurate.
 - c. For extended hours access related claims, the PCN has met the requirements as set out in paragraph 4.6. Payment under the Network Contract DES, or any part thereof, will only be made if the PCN satisfies the following conditions:
 - i. The PCN makes available to commissioners any information under the Network Contract DES, which the commissioner needs and the PCN either has or can be reasonably expected to obtain in order to establish that the PCN has fulfilled the requirements of the Network Contract DES specification;
 - ii. The PCN makes any returns required of it in relation to the delivery of services as set out in the Network Contract DES and does so promptly and fully in keeping with reasonable requirements set by the commissioner; and
 - iii. All information supplied pursuant to or in accordance with this paragraph must be accurate.
- 5.8 Commissioners will be responsible for post payment verification. This may include auditing claims of the PCN (and its member practices) to ensure that they meet the requirements of the Network Contract DES. Where required, PCNs and/or their member GP practices will provide to the commissioner in a timely manner all relevant information and assistance to support assessment of compliance with the requirements of this service and expenditure against the Network Contract DES.
- 5.9 PCNs (and their member GP practices) will be required to adhere to current financial probity standards that are in place across the NHS, ensuring that the deployment of resources would stand up to wider scrutiny as an efficient and

effective use of NHS funding. PCNs unable to provide sufficient information to substantiate claims may result in payments being withheld or reclaimed. Any payment being withheld or reclaimed would be proportionate to the information the PCN is unable to provide.

- 5.10 Administrative provisions relating to payments under the Network Contract DES are set out in Annex B.

6. Monitoring

- 6.1 Commissioners will monitor services and calculate payments under the Network Contract DES using NHAIS or any subsequent replacement system.
- 6.2 Network member practices will be required to manually input data into CQRS, until General Practice Extraction Service (GPES) (or any subsequent replacement system) is available to conduct electronic data collections. The data input will be in relation to the management counts only. For information on how to manually enter data into CQRS, see NHS Digital.
- 6.3 Network member practices will be required to use the relevant SNOMED codes, as published in the supporting Business Rules on the NHS Digital website (<http://www.hscic.gov.uk/gofesextractspecs>) to record:
- a. Social prescribing offered
 - b. Social prescribing declined
 - c. Referral to social prescribing service
 - d. Clinical pharmacists' consultations
 - e. Clinical pharmacists' medication reviews
 - f. Clinical pharmacists' care home visits
- 6.4 Details as to when and if automated collections are available to support this ES will be communicated via the HSCIC.
- 6.5 The [Technical requirements for the 2019/20 GMS Contract](#) document will list the SNOMED codes for this service when available. The codes will be used as the basis for the GPES data collection, which will allow CQRS to calculate aggregated numbers to support the management information counts. It is required that practices use the relevant codes within their clinical systems as only those included in this document and the supporting Business Rules will be acceptable to allow CQRS calculations. PCN member practices will therefore need to ensure that they use the relevant codes and if necessary, re-code patients.

Annex A: Network Contract DES registration form



Network Contract DES Registration Form

This registration form sets out the information required by the commissioner for any GP practices within primary care networks signing-up to the Network Contract Directed Enhanced Service.

The completed form is to be returned to [insert name] by [insert method of sending] to be received no later than 15 May 2019.

PCN members and ODS code

Network Member Practices	ODS code	Practice's registered list size (as at 1 January 2019)

PCN list size

[This is the sum of member practice's list sizes as at 1 January 2019]

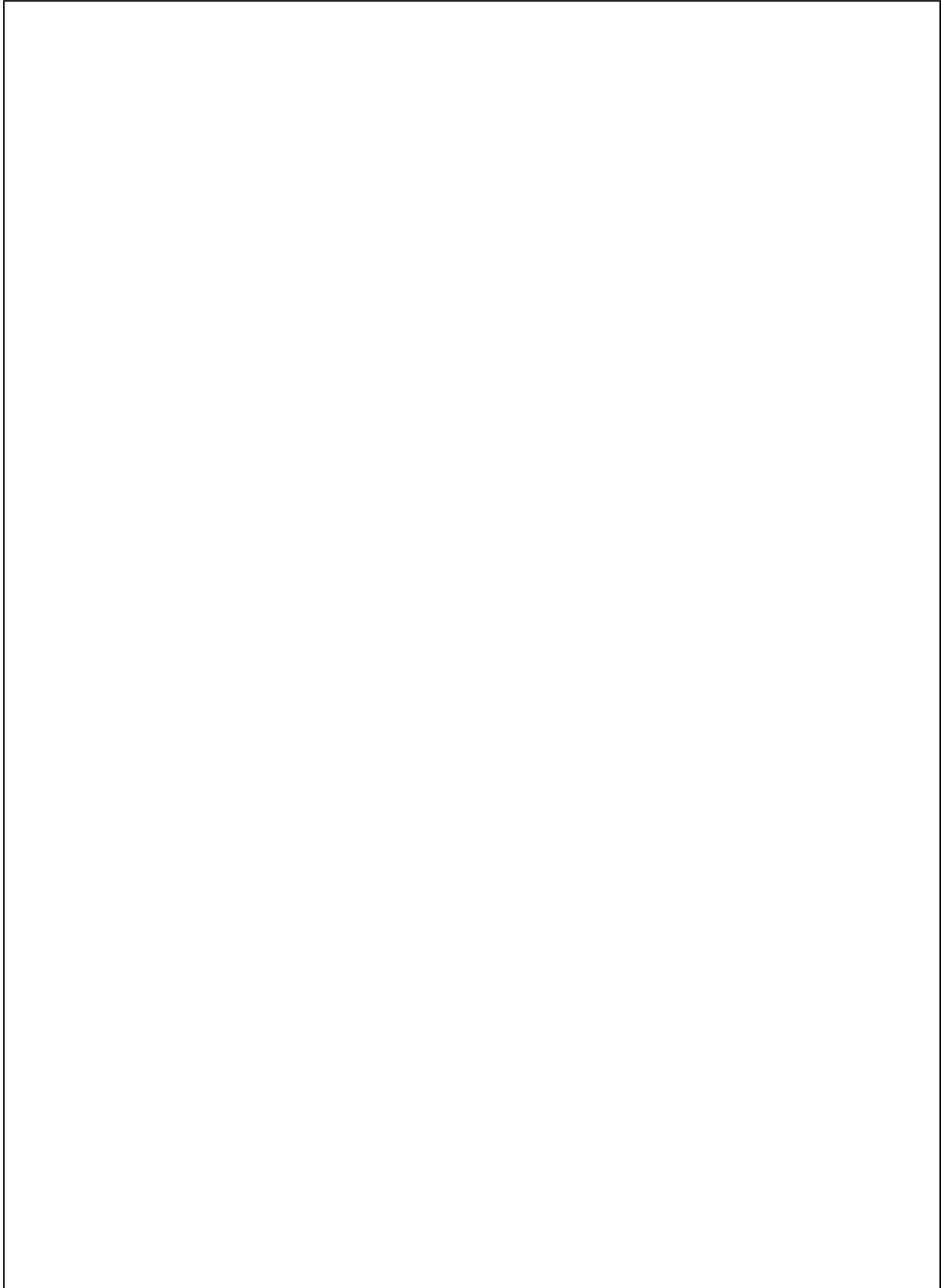
Name of Clinical Director

Name	Job Title	Practice/organisation	Contact Email Address

Details for PCN's nominated payee

Name of single nominated practice or provider ('nominated payee'):		
Name of bank account (if different to above)	Account number	Sort code

Map of Network Area



Appendix A: Initial Network Agreement

Annex B. Administrative provisions relating to payments under the Network Contract DES

B1. Provisions relating to the Network Contract DES payments

- B1.1. Payments under the Network Contract DES are to be treated for accounting and superannuation purposes as gross income of the PCN member GP practice(s), in the financial year.
- B1.2. The payments calculated under this Network Contract DES specification are set out in section 5.
- B1.3. Payment under the Network Contract DES, or any part thereof, will be made only if the PCN satisfies the following conditions:
- a. the PCN must make available to commissioners any information under the Network Contract DES, which the commissioner needs and the PCN either has or could be reasonably expected to obtain,
 - b. the PCN must make any returns required of it (whether computerised or otherwise) to the payment system or CQRS and do so promptly and fully; and,
 - c. all information supplied pursuant to or in accordance with this paragraph must be accurate.
- B1.4. If the PCN or PCN member GP practice(s) do not satisfy any of the above conditions, commissioners may, in appropriate circumstances and acting reasonably, withhold payment of any, or any part of, an amount due under the Network Contract DES that is otherwise payable to the PCN.
- B1.5. If a commissioner makes a payment to a PCN under the Network Contract DES and:
- a. the PCN was not entitled to receive all or part thereof, whether because it did not meet the entitlement conditions for the payment or because the payment was calculated incorrectly (including where a payment on account overestimates the amount that is to fall due); or
 - b. the commissioner was entitled to withhold all or part of the payment because of a breach of a condition attached to the payment, but is unable to do so because the money has already been paid,
- then the commissioner is entitled to repayment of all or part of the money paid. Commissioners may, in this circumstance, recover the money paid by

deducting an equivalent amount from any payment payable to the PCN or to each individual member practice of the PCN, and where no such deduction can be made, it is a condition of the payments made under the Network Contract DES that the PCN⁴⁰ must pay to the commissioner that equivalent amount.

- B1.6. Where the commissioner is entitled under the Network Contract DES to withhold all or part of a payment because of a breach of a payment condition and the commissioner does so or recovers the money by deducting an equivalent amount from another payment in accordance with paragraphs B1.4 and B1.5 of this annex, it may, where it sees fit to do so, reimburse the PCN the amount withheld or recovered, if the breach is cured.

B2. Provisions relating to a situation where a PCN member GP practice's primary medical services contract expires or is terminated prior to 31 March 2020

- B2.1. Where a PCN member GP practice has entered into the Network Contract DES but its primary medical services contract expires or terminates for any reason prior to 31 March 2020, then that GP practice's participation in the Network Contract DES will cease from the date of expiry/termination. In such circumstances, the following will apply:
- a. The GP practices within the PCN must, as soon as they are aware of the possibility of a member GP practice no longer being a member of the PCN, notify the commissioner.
 - b. The commissioner will consider the matter, including holding discussions with all GP practices within the PCN.
 - c. The commissioner will consider the consequences of the GP practice no longer being a member of the PCN. This will include:
 - i. the likely consequences for the registered patients of the GP practice when that GP practice is no longer a member of the PCN – i.e. whether a new primary medical services contract will be

⁴⁰ The PCN will be required to agree how they would deal with such a circumstance, so as not to disadvantage the nominated payee. Where required, commissioners may consider withholding the SFE payment.

- entered into which takes over the former GP practice's existing patient list, whether registered patients of the previous GP practice are dispersed between existing GP practices in the area or any other likely consequences;
- ii. the impact of any consequences on the PCN's Network Financial Entitlements. It is acknowledged that for payments based on registered list sizes, the consequence of a GP practice no longer being a member of a PCN could in certain circumstances result in a reduction in the level of payments made to a PCN; and
 - iii. any other relevant matters.
- d. The commissioner will, depending on the likely consequences and following any discussion with the LMC, determine the outcome of such matters including any changes to the registration of the PCN such as changes to the Network Area and/or level of payments due to the PCN under this Network Contract DES specification. Where the remaining GP practices propose any changes to the PCN, the commissioner will not unreasonably withhold consent to those changes.
 - e. The commissioner may, depending on the likely consequences and at its discretion, determine that where there is a significant influx of new patients registering with a PCN member GP practice, it is appropriate for payments that are based on a registered list size to be based on registered list sizes as on a date that is more recent than 1 January 2019.
- B2.2. From the date of the expiry or termination of the GP practice's primary medical services contract, the GP practice will no longer be a member of the PCN and the PCN will remove that GP practice from the Network Agreement.

B3. Provisions relating a situation where a PCN member GP practice withdraws from the Network Contract DES prior to 31 March 2020

- B3.1. Where a PCN member GP practice has entered into the Network Contract DES but subsequently wishes to withdraw from the Network Contract DES prior to 31 March 2020, that GP practice must inform all other GP practices in the relevant PCN in accordance with any notification period set out in the

PCN's Network Agreement and ensure the commissioner is notified at least three months prior to the proposed withdrawal date.

- B3.2. Where the commissioner receives a notification as set out in paragraph B3.1 above, it shall consider the consequences of the GP practice no longer participating in the Network Contract DES. It shall discuss matters with the GP practices in the relevant PCN. Its consideration will include:
- a. whether that GP practice is intending to remain in the relevant PCN. As set out in paragraph 2.18 of the Network Contract DES specification, any changes to the membership of a PCN requires discussion with, and the approval of, the relevant commissioner, such approval not to be unreasonably withheld;
 - b. the likely consequences for the registered patients of the GP practice when that GP practice no longer participates in the Network Contract DES;
 - c. the impact of any consequences on the relevant PCN's Network Financial Entitlements. It is acknowledged that for payments based on registered list sizes, the consequence of a GP practice no longer participating in the Network Contract DES is likely to result in a reduction in the level of payments made to a PCN;
 - d. whether it is appropriate to commission a local incentive scheme as referred to in paragraph 2.10 of this Network Contract DES specification; and
 - e. any other relevant matters.
- B3.3. The commissioner will, depending on the likely consequences and following any discussion with the LMC, determine the outcome of such matters including any changes to the registration of the PCN such as changes to the Network Area and/or level of payments due to the PCN under this Network Contract DES specification. Where the remaining GP practices in the PCN propose any changes to the PCN, the commissioner will not unreasonably withhold consent to those changes.

B4. Provisions relating to PCN member GP practices which leaves a PCN prior to 31 March 2020 (subject to Annexes B5 to B7)

- B4.1. Where a PCN member GP practice that is signed up to and remains signed up to the Network Contract DES:
- a. intends to voluntarily leave the PCN prior to 31 March 2020; or
 - b. may potentially be expelled from the PCN prior to 31 March 2020, then, should any of these events occur, it will lead to a change to the membership of the PCN.
- B4.2. As set out in paragraph 2.18 of the Network Contract DES specification, any changes to the membership of a PCN requires discussion with, and the approval of, the relevant commissioner, such approval not to be unreasonably withheld.
- B4.3. The GP practices in a PCN must therefore notify the commissioner where any of the events set out in paragraph B4.1 above may occur and, in the event a GP practice intends to voluntarily leave, the commissioner should be notified as soon as the PCN is aware of the intention of that GP practice to leave.
- B4.4. The commissioner will consider the matter, including holding discussions with all GP practices within the PCN.
- B4.5. The commissioner will consider the consequences of the GP practice leaving the PCN. This will include:
- a. the likely consequences for the registered patients of the GP practice when that GP practice leaves the PCN – i.e. whether that GP practice is looking to join another PCN;
 - b. the impact of any consequences on the Network Financial Entitlements of the PCN which the GP practice is leaving and that of the PCN the GP practice is joining. It is acknowledged that for payments based on registered list sizes, the consequence of a GP practice leaving a PCN is likely to be a reduction in the level of payments made to a PCN;
 - c. the viability of the PCN with reference to the aggregate minimum registered patient level for PCNs set out in the Network Contract DES specification and any request by the remaining practices in the PCN to

dissolve the PCN and for those GP practices to be allowed to cease participating in the Network Contract DES; and

d. any other relevant matters.

- B4.6. The commissioner will, depending on the likely consequences and following any discussion with the LMC determine the outcome of such matters including any changes to the registration of any affected PCN including but not limited to changes to the Network Area and/or level of payments due to an affected PCN under this Network Contract DES specification. Where the remaining GP practices in the PCN propose any changes to the PCN, the commissioner will not unreasonably withhold consent to those changes.
- B4.7. From the date the GP practice leaves a PCN, the PCN will remove that GP practice from the Network Agreement.

B5. Provisions relating to PCN member GP practices who merge or split, but remain within the same PCN (subject to Annex B7 below)

- B5.1. It is acknowledged that the prior consent of the commissioner will be required where:
- a. two or more PCN member GP practices merge and the resulting single GP practice remains within the same PCN; or
 - b. two or more GP practices are formed from the split of a single GP practice and the resulting GP practices remain within the same PCN.
- B5.2. Where the commissioner agrees any of the events set out in paragraph B4.1 above, then for the purposes of the Network Contract DES, payments due under the Network Contract DES will continue to be made in accordance with this Network Contract DES specification.

B6. Provisions relating to PCN member GP practices who merge or split, but change PCNs (subject to Annex B7 below)

- B6.1. It is acknowledged that the prior consent of the commissioner will be required where:
- a. two or more PCN member GP practices merge and the resulting single GP practice does not remain within the same PCN; or

- b. two or more GP practices are formed from the split of a single GP practice and the resulting GP practices do not remain within the same PCN.
- B6.2. Such actions will result in changes to the membership of a PCN. As set out in paragraph 2.18 of the Network Contract DES specification, any changes to the membership of a PCN requires discussion with, and the approval of, the relevant commissioner, such approval not to be unreasonably withheld.
- B6.3. The GP practices in a PCN must therefore request the commissioner's consent as soon as practicable where any of the events set out in paragraph B6.1 above are proposed.
- B6.4. The commissioner will consider the requests in accordance with its policies relating to mergers and splits. Part of that consideration will include the consequences on the Network Contract DES. Where the commissioner considers the Network Contract DES element of the matter, it will discuss matters with the GP practices in the relevant PCNs. Such consideration will include:
- a. the likely consequences for the registered patients of the GP practice(s);
 - b. the impact of any consequences on the Network Financial Entitlements of the relevant PCNs. It is acknowledged that for payments based on registered list sizes, the consequence of a GP practice leaving a PCN is likely to be a reduction in the level of payments made to a PCN;
 - c. the viability and/or appropriateness of the relevant PCNs with reference to the minimum and upper figure patient levels for PCNs set out in this Network Contract DES specification and any request by the remaining practices in a PCN to dissolve the PCN and for those GP practices to be allowed to cease participating in the Network Contract DES; and
 - d. any other relevant matters.
- B6.5. The commissioner will, depending on the likely consequences and following any discussion with the LMC, determine the outcome of such matters including any changes to the registration of any affected PCN including but not limited to changes to the Network Area and/or level of payments due to

an affected PCN under this Network Contract DES specification. Where the remaining GP practices in the PCN propose any changes to the PCN, the commissioner will not unreasonably withhold consent to those changes.

- B6.6. From the date the GP practice(s) leaves a PCN, the PCN will remove that GP practice(s) from the Network Agreement.

B7. Provisions relating to non-standard splits and mergers

- B7.1. Where a PCN member GP practice participating in the Network Contract DES is subject to a split or a merger and:
- a. the application of the provisions set out above in respect of splits or mergers would, in the reasonable opinion of the commissioner, lead to an inequitable result; or,
 - b. the circumstances of the split or merger are such that the provisions set out in this section cannot be applied,
- the commissioner may, having regard to the views of the PCN member GP practice(s) concerned, agree to such payments as in the commissioner's opinion are reasonable in all circumstances.