

Primary Care Networks

Guidance Note 1: Completing the Mandatory Network Agreement with its Schedules

This short note supplements the fuller guidance published by NHS England in the Network Agreement itself and elsewhere. For that reason, we don't replicate detail already covered, but make a number of practical suggestions aimed in particular at networks that are under pressure to complete the Network Agreement for the 30 June deadline and so are looking to complete a minimum viable Network Agreement for 2019/20.

WHO SIGNS UP TO THE NETWORK AGREEMENT?

The introduction to the Network Agreement states that its signatories are the Core Network Practices and “*may include any other organisations that form part of this primary care network*”. Although PCNs may wish other stakeholders to sign up to the Network Agreement as it develops (and an already developed network may wish to include other stakeholders from the outset) it is sufficient at this early stage that only Core Network Practices (i.e. those network practices that themselves hold a primary medical services contract with the DES Network Specification) are parties to it. Some collaboration arrangements with other stakeholders may take less contractual forms and can be referred to if necessary without making those stakeholders parties to the Network Agreement. A PCN may decide to invite other stakeholders to formally join the Network Agreement in due course, as collaboration with other providers is expected to develop towards 2020/21.

WHAT IS NEEDED BY 30 JUNE?

Although the PCN must confirm by 30 June that there is a signed and completed version of the Network Agreement, practices can treat this as an initial step to get the PCN up and running and access the various funding streams. Practices are likely to need to refine or modify the operation of the PCN on the back of practical experience, and it is perfectly possible to vary the Network Agreement itself in due course, either to adjust the operation of the PCN or to add in further detail. Although the clauses of the Network Agreement cannot be varied, the main operative content is in the schedules, which can be varied by network practices as needed.



WHICH SECTIONS MUST BE COMPLETED?

To submit a viable Network Agreement for 30 June, the following elements must have been populated:

The **signature page** (p.3), signed by all network practices (*note: there is no need to circulate the same actual single signature page to each practice – if easier, each practice can sign a separate copy of this page, and those signature pages can then be appended*).

Schedule 1 (Network Specifics) Some of this information can be taken directly from the earlier registration form (or the registration form could simply be appended). Networks will need however to have at least a basic governance process recorded here for decisions to be taken on behalf of the PCN. We suggest that any meeting should require the attendance of the Clinical Director in order to be considered quorate; that meetings should be minuted; and that each network practice ensures that its representative is authorised to act on its behalf in PCN decisions. Decisions could either be required to be unanimous, by simple majority, or through weighted votes by list size. Our template wording covers the above, which can be adapted for local circumstances and preferences.

Schedule 2 (Additional Terms) Our view is that sections 1 to 10 of this schedule need not be populated – these are adequately covered as a basic starting point by what is already contained in the Network Agreement and so a PCN can make a viable start without further content here. However, PCNs will need to agree some principles in section 11 (Additional rights and obligations) to allocate certain risks (e.g. employment risks) between network practices. We suggest some principles in our separate Guidance Note 3 – Governance, Accountability, Liabilities & Internal Arrangements.

Schedule 3 (Activities) For 2019/20 this must, as a minimum, record how the PCN will cover the extended hours access requirements under the Network DES Specification. Additional workforce roles can be covered in Schedule 5. As other network activity develops (including for 2020/21 and beyond), that can be added here.

Schedule 4 (Financial Arrangements) All Core PCN Funding (apart from the Network Participation Payment) is paid to the nominated payee on behalf of the PCN. This schedule therefore needs to contain a workable description of how that will be handled and allocated – most likely to be a straight pass through of funding according to which network practices carry out relevant activity, and provision for how the 30% shortfall on the Clinical Pharmacist's employment costs will be met.

Schedule 5 (Workforce) This should record which practices will employ or engage the additional roles (Clinical Pharmacist, Social Prescribing Link worker), or if these are being sourced through a sub-contractor.



Schedule 6 (Insolvency) This can be left as is (just taking out the drafting note and square brackets).

Schedule 7 (Arrangements with organisations outside the network) Organisations outside the network are not parties to the Network Agreement, and so any content here would be merely for reference. Therefore, this schedule can be left unpopulated where a new PCN is being established and where network practices are taking on all the PCN activity among themselves. An already established PCN may wish to reference existing arrangements here, and where the PCN is using a third party to perform activities (i.e. as a sub-contractor), it could append a copy of the sub-contract here. Collaborative protocols can be added as the PCN develops.

VARYING THE NETWORK AGREEMENT

We have already mentioned that the schedules to the Network Agreement can readily be varied as and when that becomes necessary, including for expanded requirements from 2020/21. That would not require a great deal of formality for network practices, but only some form of written agreement between them to adopt an updated version.

CONCLUSION

Practices that are struggling to complete the Network Agreement for 30 June should focus on ensuring that it covers three basic points: who is going to do what? (i.e. how the responsibilities set out in the DES Network Specification will be allocated); how is the PCN funding to be distributed? and how will decisions be made? That will give a basic framework for the PCN to come together and begin its activities, which can then be added to, varied or refined as necessary during the coming year and beyond.