Londonwide LMCs
The professional voice of London general practice

PCN DES 2020/21 – Decision-Making Tool

Purpose

The purpose of this document is to provide a factually based, critical analysis and risk assessment of the PCN DES for this year, which practices can use as a tool to make an informed decision whether to opt in or out of the DES.

Implications of both the "Opt In" and the "Opt Out" options are reviewed in the table below and are grouped under the following headings: contractual, financial, service specification requirements, staff (including additional roles reimbursement scheme (ARRS)) and impact on patients.

Deadline for confirming participation and opting out at a later stage

The deadline for practices to submit their decision remains **31 May 2020**, so please notify your CCG by 31 May what you wish to do. NHSE/I have published a national participation form for this purpose. Practices/PCNs should use this form and the process outlined in paras 4.3 – 4.11 of the Network Contract DES Specification 20/21 to notify CCGs of all possible scenarios, including previously approved PCNs with or no change, practices joining, practices leaving, practices forming a new PCN, PCNs unwilling to accept a practice etc.

We have been made aware that some London CCGs are pressing practices to inform their PCN Clinical Directors (CDs) by 20 or even 15 May, so that CDs can collate all practice responses and submit one single declaration on behalf of the whole PCN by 31 May. While this may make the process administratively easier for commissioners, it is not in line with national guidance and practices are under no contractual obligation to comply. We are in a rapidly evolving environment due to the Covid-19 pandemic and practices need to make a decision based on the most up to date information that is available to them and **this may mean that you wish to wait up until 31 May to finalise your decision.**

Please be reminded that even if you decide to opt in and notify your PCN and your CCG of this but then you reconsider before 31 May, you can still opt out as long as you declare this by 31 May at the latest. In that situation, please be aware that the notice requirement for opting out of the DES is one month, therefore if you opt out by 31 May this will not become effective contractually until 30 June.

As per our previous advice, the window for deciding to opt in or out of the DES is set and commissioners will only consider practice applications to opt out after 31 May in exceptional circumstances. Therefore, your ability to opt out of the DES outside of this set window will be limited, but we will be there to support you if you find yourself in this situation. Once you have opted in, you will have committed to delivering the DES for the rest of this financial year and your next opportunity to opt out will not be until April 2021, when you will again have one month to decide.

More detail on the contractual implications of opting in or out and other aspects of the DES are provided in the following table.

	Implications	Opt In	Opt Out	Other considerations, suggestions and "unknowns"
	Contractual			
1	**Contractual status of the DES – is it voluntary or mandatory?**	All DESs are voluntary, therefore practices have the right to choose to sign up to them or not. The same applies to the PCN DES *[para 9.6 of the GP Contract Agreement 2020/21].*	Opting out of the DES is a practice's choice. Commissioners have an obligation to ensure 100% population coverage of PCN DES services. Therefore, CCGs have to make alternative arrangements for the delivery of PCN DES services to patients of practices that choose to opt out. In this case, this is likely to be through a Local Commissioned Service (LCS) or Local Incentive Scheme (LIS) with a neighbouring PCN. Opted out practices must comply with the Duty of Co-operation as set out in the amended GMS Contract Regulations introduced in October 2019, in respect of patient data sharing and other obligations.	Practices have asked us if the DES will become mandatory after 2020/21 – we are not aware of any intention to make the DES mandatory after this financial year. Practices will maintain their right to opt out of the DES on an annual basis. *The GP Contract Agreement 2020/21* also explains *[para 9.7]* that from April 2020 CCGs will have the ability to assign practices to PCNs in very rare cases where agreement between a practice and a PCN has not been possible even after mediation. Such an action will require careful and sensitive handling as well as LMC involvement. At the time of writing, the Standard GMS Contract 2020/21 has not been issued, therefore we are not sure how this intention will be contractualised.

	Implications	Opt In	Opt Out	Other considerations, suggestions and "unknowns"
2	**Auto-enrollment principle for opted-in practices.**	Practices who sign up to the DES for the first time, or remain signed up to the DES in 2020/21, will be automatically opted in to the DES for the following year *[Para 4.12.1 (a) of the Network Contract DES Specification 2020/21].* Each subsequent year there will be a one-month window for practices to opt out if they so wish, always serving one month's notice.	Practices who are currently opted out and remain opted out after 31 May will have the opportunity to sign up to the DES in April 2021, if not before.	As stated in the introduction, opt-out applications outside of the one-month window will be considered by CCGs only in exceptional circumstances.

	Implications	Opt In	Opt Out	Other considerations, suggestions and "unknowns"
3	**Relationship between the PCN DES and primary medical services contracts (GMS/PMS/APMS).**	The difference between the PCN DES and other DESs is while other DESs are standalone and not connected to the core contract, the PCN DES has been incorporated into core practice contracts via a contract variation, which practices must sign in order to participate in the DES. This means that the provisions of the Network Contract DES Specification have become part of the practice's primary medical services contract *[Network Contract DES Specification 2020/21, para 3.1.2. & 3.1.3].* Despite the fact that this DES has been implemented as part of core primary medical services contracts, it remains voluntary in terms of the practices' right to choose to sign up to it or not. That said, once practices sign up to it, it becomes a contractual requirement. For implications of the DES being part of the core contract and risks to the core contract if opting out, please see point no 5.	None	

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4	**Will there be a new contract variation in respect of the DES in 2020/21?**	We are aware of at least one STP area in London who has informed their practices that they will be issuing variations of core contracts in respect of the DES by 31 July 2020. We are in the process of clarifying with BMA GPC whether there will be a national contract variation issued for 2020/21. If there is going to be a national variation, it should be issued unchanged in all CCG/STP areas. If there is no national contract variation, then our understanding is that there is no regulatory basis for individual STPs to issue their own one locally. This mirrors the fact that commissioners and PCNs are not allowed to vary the national DES specification locally *[para 5.2.6 of the Network Contract DES specification 2020/21].* As soon as we are able to clarify the position on this, we will inform practices accordingly.		

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5	**Implications of the DES being part of the core contract and risk to core contract if a practice opts out of the DES**.	N/A	The *GP Contract Agreement 20/21 [Para 9.5]* states: *"where practices choose to opt out, arrangements for alternative provision of core GMS with network services will automatically apply"*. This statement has understandably raised considerable anxiety for practices, who are concerned that they may lose their core contract if they do not sign up to the PCN DES. We have sought clarification from the BMA GPC, who have confirmed that despite the unfortunate wording, this is not the intended meaning of this sentence and there is no such risk to core contracts. This is confirmed in the *Network Contract DES Specification 2020/21* document, which states *[para 3.1.4]*: *"Where a practice chooses not to participate in the Network Contract DES, this will **not** impact on the continuation of primary medical services under its primary medical services contract".*	

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6	**Risk to core contract if a practice or the PCN fail to deliver against the DES.**	The *Network Contract DES Specification 2020/21* states *[Para 3.1.1]*: *"Where this Network Contract DES Specification sets out a requirement or obligation of a PCN, each Core Network Practice of a PCN is responsible for ensuring the requirement or obligation is carried out on behalf of that PCN".* So even though this is a PCN DES, **each PCN member practice carries the responsibility not only for its own performance but also for its PCN's performance against the DES.** This means that if a PCN fails to deliver components of the DES, commissioners can terminate the DES only (**not** the core contract). The *Network Contract DES Specification 2020/21* states *[para 8.1.7 (b)]*: *"In the unlikely event that a breach cannot be resolved […] the commissioner is able to rely on the Contract Sanctions or Agreement Sanctions, as relevant, to terminate a Core Network Practice's participation in the Network Contract DES while the rest of the obligations in the primary medical services contract are not terminated".*	N/A	To avoid a situation where practices could potentially face contractual action for non-delivery of the DES requirements, it is extremely important that PCN practice members collaborate with and support each other to ensure the DES specifications are delivered as required.

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	Financial (inc. Additional Roles Reimbursement Scheme – ARRS funding)			
7	**What is the anticipated income loss for practices opting out of the DES?**	N/A	Practices who opt out of the DES will lose the following sums per weighted patient (pwp): <u>Paid at practice level -</u> £1.76 (Network Participation Payment) <u>Paid at PCN level -</u> £1.50 (Network Support Payment) £0.60 (Clinical Director Payment) £0.27 (Practice Support Fund – moved from the IIF) £120 per bed per year (Care Home Bed Premium – this will be £60 for 20/21, assuming the DES specification commences on 1 October) £1.45 (Extended Hours) ARRS funding	The £0.74pwp Investment & Impact Fund (IIF) payment has been delayed by 6 months and part of the recycled monies will be paid to PCNs under the Practice Support Fund.

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8	**Retrospective claw back of £1.76 Network Participation Payment for practices who opt out by 31 May 2020**	N/A	Practices who decide to opt out of the DES by 31 May 2020 (effective from 30 June 2020 as there is a one month opt-out notice requirement) will have received the £1.76pwp Network Participation Payment for the months of April, May and June. Commissioners are entitled to claw these payments back retrospectively.	
9	**Payments which practices are entitled to, irrespective of whether they opt in or opt out of the PCN DES**	Global Sum contract uplifts, QOF, vaccs and imms, the £20,000 new partnership incentive scheme and any funding attached to local LCS/LIS schemes.		

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	Service specification requirements			
10	**Extended Hours access**	Capacity to provide extended hours access is going to fluctuate and potentially be severely impacted by the pandemic over coming months. Focus needs to remain on staff and patient welfare and must not be compromised by efforts to deliver the specified hours in the DES. Please note that: • It is not realistic or appropriate to work long days. • Appointments can be delivered remotely and by other healthcare professionals. • The payment of £1.45 per patient will be made to the PCN to be passed on to practices, and potentially used for funding of community assessment centres (hubs). As the primary focus for all GP practices during the current pandemic is to provide a practice Covid-19 response and prioritise the delivery of essential services to patients, PCNs and GP practices are only expected to continue to offer Extended Hours appointments **if they are able to do so** whilst still prioritising patient care.	N/A	

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11	**Structured Medication Reviews (SMRs) & Medicines Optimisation**	Deferred until 1 October 2020	N/A	
12	**Early Cancer Diagnosis**	PCNs should begin work on this *"unless work to support the Covid-19 response intervenes".* We anticipate this will be the case for practices locally.	N/A	
13	**Social Prescribing**	Service commenced on 1 April 2020. The role of Social Prescribing Link Workers (SPLWs) pre-dates the PCN DES. Pre-existing staff in this role funded by the Local Authority were included in the PCN workforce baseline, but for additional staff recruited from 1 April 2019 onwards PCNs will be reimbursed under the ARRS scheme.	N/A	Covid-19 has put pressure on getting the SPLWs for PCNs recruitment underway in earnest. It is recognised that their role is key in the Covid-19 pandemic, not least for vulnerable and isolated patients. Londonwide LMCs, in collaboration with other system partners, is working on clarifying the scope of the role of SPLWs in the current pandemic.

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14	**Enhanced Health in Care Homes (CHs)**	This specification has caused the most uncertainty and anxiety for practices because of its workload and funding implications. It was intended to commence on 1 October 2020. Due to the significant impact of the pandemic on Care Homes, the government asked all parts of the system to work together to provide support to care homes as part of a co-ordinated Covid-19 response. NHSE&I and BMA GPC have repeatedly confirmed that this does **not** mean that the DES requirements for care homes have been brought forward.	N/A	The Covid-19 Clinical Service Model is separate from the Enhanced Health in Care Homes specification in the PCN DES, due to commence in October 2020. *NHS England's letter of 1 May 2020* sets out the principles and the expectations from primary care and community health service providers regarding the care homes clinical service model during the Covid-19 period. We are currently preparing an update on the Covid-19 Clinical Service Model.

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	Staff (inc. ARRS)			
15	**ARRS workforce planning requirements – are these deadlines likely to be extended?**	The *Network Contract DES Specification 2020/21 [Para 6.5.1]*: *"A PCN must complete and return to the commissioner a workforce plan, using the agreed national workforce planning template, providing details of its recruitment plans for 2020/21 by 31 August 2020 and indicative intentions through to 2023/24 by 31 October 2020".*	PCNs providing PCN DES services to patients of opted-out practices will need to include the staff requirements for these patients in their workforce planning.	These are the modified dates; the initial deadlines were much tighter. The rationale for this was that the sooner the PCNs can declare this, the quicker the CCGs will be able to estimate the potential ARRS underspend for that area. This would allow CCGs, PCNs and LMCs more time to discuss how the potential underspend is going to be used locally. GPC is monitoring the Covid-19 situation closely and will continue to negotiate for more flexibility around the ARRS monies and push back on these deadlines if necessary, as things develop.
16	**Staff previously employed under ARRS – potential implications for practices opting out.**	N/A	For staff previously employed under the ARRS scheme, unless their role was specifically linked to the PCN DES, there may be ongoing employment liabilities or redundancy costs as may be the case, in the event that practices opt out of the PCN DES.	

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	Impact on patients			
17	**Right of all registered patients to receive PCN services and potential impact on patients of practices opting out.**	N/A	Opted-out practices will not be able to deliver PCN DES services to their patients and will have to agree with and rely on neighbouring PCNs to do this on their behalf. This could jeopardise continuity of care for patients and possibly affect patient outcomes. It might also entice patients to register with other practices who are delivering PCN DES services to their registered population, with the relevant loss of capitation that this would incur.	