

Agenda item: 17

Paper no: 15

Title of Report:	Primary Care – PCN occupying GMS/PMS space	
Status:	To approve	
Committee:	PCCC Part 1 CIC – March 2020	Date: 13 th March 2020
Venue:	NW Surrey CCG offices	

Presented by:	Helen Snelling, Head of Primary Care Contracting Surrey Heartlands CCGs	
Executive Director Lead sign off:	Rachael Graham, Deputy Director of Contracts Non Acute and Primary Care	Date: 05/03/2020
Author(s):	Helen Snelling, Head of Primary care Contracts Surrey Heartlands CCGs	

Governance:

Conflict of Interest: The Author considers:	None identified	✓
	CONFLICT(S) NOTED Name(s) of individuals with conflict: Mitigating Action(s):	
Previous Reporting: (relevant committees/ forums this paper has previously been presented to)	N/A Committee name: PCOG Meeting date: February 2020 Outcome: Approved	
Freedom of Information: The Author considers:	Open – no exemption applies. Part I paper suitable for publication.	✓
	RESTRICTED – Part II paper	N/A

Executive Summary:

Upon development of PCNs within Primary Care it is nationally recognised that practices will want to offer PCN services within their GP practice premises. Nationally it is suggested that occupying and funding this space should be considered core GMS/PMS services, therefore would be included in rent reimbursement to general practice. However practices may incur costs which they wish to charge a “Service Charge”.

This guidance document is subject to release of any national guidance over charging providers for utilising space.

Guidance developed is designed to provide clarification as to what is considered acceptable and not acceptable to charge providers.

Please note – This guidance audience is intended for primary care providers only.

Implications:

What is the health impact/ outcome and is this in line with the CCG's strategic objectives ?	<ul style="list-style-type: none">• Objective 1: Achieving a sustainable system• Objective 2: Development of collaborative working• Objective 3: Developing Integrated Care at a local level• Objective 4: Primary Care development• Objective 5: Safe, effective care providing the best possible health and care outcomes and patient experience• Objective 6: Commissioning a safe and sustainable Children's service
What is the financial/ resource required?	None
What legislation, policy or other guidance is relevant?	Subject to NHS England directive and policy.
Is an Equality Analysis required?	Not required.
Any Patient and Public Engagement/ consultation required?	Not required.
Potential risk(s) ? (including reputational)	Not required

Recommendation(s):

To note the guidance and agree contents are acceptable to share with general practice.

Next Steps:

Upon approval provide guidance to general practice.

- *This cover should not exceed x2 A4 sides.*
- *Report to be started on the next page and be of a suitable length.*
- *Any guidance on report-writing, please speak to the Governance Team.*

Premises Charges - PCN Guidance

Background & acceptable situations:

This document has been created to help support GP contractors who wish to accommodate PCN services within their general practice space and is subject to release of any national guidance.

Nationally it has been recognised that following the creation of PCNs and subsequently additional roles and services these can be accommodated by GP contractors. The required space that PCNs will occupy will nationally be considered part of a practices core GMS/PMS reimbursement.

Therefore this guidance has been designed to help support GP contractors when entering into agreements with service providers or PCN colleagues for use of space within their buildings. Please note this is not a policy but a supportive guide.

It is important to note that this guidance only applies to services which are commissioned via PCNs and not where GP contractors sub-lease or lease space to providers (e.g NHS or private providers).

Where the NHS funds practice premises costs under the NHS Premises Cost Directions the Contractor may not seek to cover those costs a second time through direct invoicing to a Tenant.

Where space is sub-leased / leased out of GP practices to providers (e.g NHS or private providers) the commissioner (CCG) has the right to review the rental reimbursement made to the GP contractor and where necessary agree an abatement. Primary Care rent reimbursement arrangements under the NHS Premises cost directions only apply for space being used for the delivery of core GMS/PMS services.

Acceptable and Non acceptable items to charge for:

It is recognised however that GP contractors who accommodate PCN services may wish to charge a reasonable service charge to the provider, which could cover costs such as:

- Cleaning
- Electricity
- General Waste
- Telephony
- Utilities and consumables

In some cases it may be acceptable to include management fee into the agreed service charge where use of reception/admin staff are used to support the running/booking or meeting and greeting patients for the clinics.

Items not considered reasonable to seek to cover costs a second time from a Tenant where charge 100% reimbursed is already made by the NHS under the NHS Premises cost directions:

- Current Market Rent (Cost/Notional or Actual)
- Clinical waste
- Rates (inc Water rates)
- Internal maintenance and decoration (and in many cases, external maintenance and decoration), insurance and other general maintenance items if reimbursed by the NHS.

If full rental charges are applied to the provider this may impact on the practices receiving rent reimbursement which may require abatement to the practices rental reimbursement.

Costs:

For the purpose of accommodating PCN services there is an expectation that any charges made are reasonable. This will mean that Rental charges (where properly incurred) are in line with the Current Market Rent assessment for the property and that utility and service costs are valid and can be supported with evidence.

The simplest way to determine charges would be to take the full year liability/cost for each element (where it can be charged) and pro-rata that cost according to space/time occupied. Given the vast variation in the type of buildings, age and current market rent assessments it is not possible to determine a guide for an average rent or an average utility cost.

Details which should be included in your formal agreement:

Any agreements to occupy space with a GP Contractor for the accommodation of a PCN service should agree in writing the arrangements. This agreement could consist of:

- Agreed space occupied and timescale i.e. number of sessions per week.
- Length of agreement
- Notice period by both parties
- Costs relating to the space i.e. reasonable service charges (which can be supported with evidence).
- Expectation of provider i.e. room left as found.

The document should be signed by all parties and each provider retains a copy. A copy should be made available to the Commissioner if requested.

It is recommended that in the interest of NHS stewardship of funds, that practices who are in receipt of payment keep robust financial records of the justification for level of payments received.

The CCG will look to support such hosting arrangements; however it must be clear that this must not be to the detriment of the delivery of the practices core GMS/PMS contracted services. Where it is possible to host additional PCN clinics, this must be reasonable and with agreement from all practices participating in the PCN agreement.

Please note - The CCG will not engage or facilitate in any agreements between parties.