**Innovative Employment Models for PCNs**

28 January 2021

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1. Introduction

The needs of our communities, in particular in areas where there are health inequalities, are greater than ever before. Our population is being impacted more and more by complex, long term conditions. There is a growing concern about areas of longstanding unmet health need and the social determinants of health are playing a bigger role than ever before. These new challenges are increasing the pressure on the system to deliver for those in our communities and there is more that we can do to shift our focus from treating those who are unwell to preventing ill health and tackling health inequalities.

The creation of Primary Care Networks (PCNs) builds on the core of current primary care services and enables a greater provision of proactive, personalised and more integrated health and social care. To support PCNs, the Additional Roles Reimbursement Scheme (ARRS) provides funding for 26,000 additional roles to create bespoke multi-disciplinary teams. Primary care networks assess the needs of their local population and, working with local community services, make support available to people where it is most needed.

Whilst PCNs can employ Additional Roles Reimbursement Scheme staff directly there are benefits to different employment models, such as rotational working, and NHSEI encourages PCNs to consider these approaches. They enable ICSs to utilise the current workforce most effectively, combining roles in different sectors, sharing resources and facilitating the creation of diverse roles which will be attractive to staff, supporting both recruitment and retention. These arrangements may also reduce the administrative and supervisory burden for PCNs.

Different employment models could include:

* A service agreement with another provider for the provision of a particular service, such as First Contact Physiotherapy or Social Prescribing Link Workers.
* A service agreement that enables a rotational model of working between the PCN and host provider
* A service agreement or sub contract whereby the PCNs’ Core Network Practices’ contract with another organisation e.g. a GP Federation, whilst retaining responsibility and accountability for the service

Models of working, where staff spend part of their time in primary care and part in their host organisation provide an interesting portfolio career for staff whilst reducing the risk of destabilising any one part of the system. (The PCN would only be reimbursed for the time worked in primary care). This model is particularly helpful where there are local workforce constraints.

The benefits to PCNs of innovative employment models are as follows:

* The host organisation takes responsibility for administering the recruitment process and all pre employment checks.
* The host organisation provides professional guidance, clinical pathways, governance and compliance
* The host organisation provides statutory and mandatory training, including Continuous Professional Development to meet HCPC requirements
* Issues around competence and performance addressed by the host employer primarily
* A secure pipeline of staff through a large employer with the ability to flex in response to demand
* The arrangement makes best use of limited clinical resources in a system
* Increased staff retention through the opportunity to have a varied portfolio
* It provides an opportunity for PCNs within an area to work together with a single provider to stream line processes and increase efficiency
* PCNs can have the benefit of a particular role when they only have a part time requirement, which may not be attractive to staff, with the balance of the hours being worked in the host organisation
1. Core Principles

For these kinds of employment model to work the respective responsibilities of the PCN and the employing organisation need to be clear and captured in a Memorandum of Understanding or Service Level Agreement. The table below set out a high level description of the respective responsibilities as a guide. PCNs engaging in an arrangement with a local provider would need to take their own advice on their individual arrangements.

|  |  |  |
| --- | --- | --- |
| **Activity** | **Employing Organisation** | **PCN** |
| Employment | To undertake the employment responsibilities for the member of staff on behalf of their own organisation and the PCN for the duration of the Agreement and manage all employment contractual arrangements with the post holder in collaboration with the PCN | Collaborate with the Employing Organisation as required. |
| Recruitment | Run an inclusive recruitment process, complete all pre employment checks, issue offer of employment and contract. | To confirm the duties and responsibilities of the post holder within the PCN.Participate in the selection process and decision making in relation to appointments to ensure that post holders will meet the PCN requirement and have the competencies required for the role and commensurate with their banding.  |
| Induction | Ensure that all staff have a robust induction programme that covers all of the areas in which they will be required to work, including the primary care setting | Contribute to the induction of new staff with specific regard to embedding them into the primary care setting, the particular PCN and the Multi-disciplinary team. |
| Policies and procedures | Ensure that staff are familiar and compliant with clinical policies and procedures. These should include policies and procedures for clinical practice in the primary care setting which should be agreed through provider governance processes as necessary. Promote consistent practice across the STP/ICS in all care settings to drive integrated care. | Develop Standard Operating Procedures, clinical policies and procedures, including PGDs, for ARRS roles, as required. Share these with the employing organisation so that they can be formally adopted by them, through the appropriate organisational governance, as necessary. Ensure that all member practices consistently apply policies and procedures and have consistent requirements of the ARRS staff. |
| Supervision | Ensure that all staff have regular scheduled professional supervision from a senior member of their profession. Learning needs identified through supervision should be reflected in the post holders CPD objectives and plan | Ensure that there are clinical supervision arrangements in place for ARRS staff, taking account of NHSE guidance *Supervision for roles recruited through the Additional Roles Reimbursement Scheme (ARRS).* Identify a point of escalation for queries that arise during the course of clinical practice in each PCN location that staff operate. Participate in training to develop clinical supervision, coaching and mentoring capability within the MDT.Ensure that there is robust leadership of the multi-disciplinary team so that the PCN can benefit from the full range of skills within the team. Participate in training to develop MDT leadership skills |
| CPD | Provide a programme of CPD that includes statutory and mandatory training and addresses learning objectives | Contribute to CPD programmes as required to ensure that the learning needs of staff in the primary care setting are addressed |
| Governance | Ensure that there is robust Agreement between the employing organisation and the Lead/Designated Practice of the PCN which documents the respective responsibilities of each, as descried above, and describes how each partner will be assured that the obligations have been met. | Ensure that **either** the PCN Network agreement ensures all core network practices are committed to delivering the obligations within the Agreement with the Employing Organisation and have agreed to the SOPs, and clinical policies and procedures; **or** all core network practices sign up to the SLA with the host employer  |
| Regulation | The host employer will be regulated by CQC.(The exception to this may be staff in Personalised Care roles and CQC are reviewing the regulatory approach for this activity). | PCNs cannot be regulated by CQC as they are not legal entities.However, member practices are accountable for the practice of staff undertaking regulated activity on their behalf, as described above.  |

Even though staff may be employed by another organisation PCNs must assure themselves that the staff working for them meet the competencies required to deliver the Network Contract DES specification and that the scope of their duties is in line with the relevant role outline and agreed with the employer.

1. Agreements between PCNs and employing organisations

It will be important to ensure that there is a formal agreement in place between the PCN and employing organisation. NHSEI have prepared an exemplar agreement (Annex A), which PCNs can use and adapt locally to facilitate this process.

SLAs can be between all member practices, a lead practice or GP Federation and the host organisation. Where there is a lead practice or GP Federation signing the agreement, the PCN will need to make clear the responsibilities of member practices or GP Federation through the PCN’s Network Agreement.

1. VAT Issues

Most arrangements to support the delivery of the Network Contact DES, between a PCN and another organisation, will be for healthcare services. These supplies will generally not attract VAT where they are through a contract for the provision of health services e.g. social prescribing services or physiotherapy services.

In general, the supply of services by health professionals are VAT exempt if the services meet two tests: 1. they are within the profession in which the person is registered to practise, and 2. they consist of the provision of medical care (i.e. they are for the protection, maintenance or restoration of a patient’s health). Services provided under GMS, PMS and APMS contracts explicitly satisfy this test.

Should the above tests not be met, the provision of health services will still be exempt when either: a) the non-registered health professional provides health services and is directly supervised by an appropriately qualified and registered health professional; or, b) the non-registered health professional provides health services within a hospital or within another state-regulated institution providing healthcare. In general, the supply of staff (e.g. a secondment) is normally regarded as standard-rated for VAT (i.e. VAT will apply).

PCNs and providers should [review this guidance](https://www.england.nhs.uk/wp-content/uploads/2019/03/network-contract-des-and-vat-information-note-v2.pdf). The key distinction is between a contract for the provisions of services e.g. social prescribing, Physiotherapy and the supply of staff e.g. the supply of a particular individual.

1. Regulatory approach

PCNs are not legal entities and therefore are not subject to regulation by CQC. The CQC intend to revise their guidance for GP practices working in collaboration to include PCNs in due course. However, [the current guidance is available here](https://www.cqc.org.uk/sites/default/files/20151104_GP_federations_registration_advice_revised_20160425.pdf).

PCNs and their Core Network practices should ensure that there are agreements in place with either the host practice or any other employer that provide clarity on respective responsibilities in relation to regulated activity. There is an Exemplar Service Level Agreement at Annex 1 but agreements should include:

* The governance, accountability and oversight arrangements for PCN staff should be captured in such agreements, including the employment, deployment, supervision and ongoing assurance of capability and competence of staff.
* Indemnity and liability arrangements, including the duration, scope and professional register requirements
* Mechanisms to ensure quality and safety including the management of any investigation and the process for sharing learning across member practices.

Each member practice needs to understand the content of any service level agreement or contract with another employer and their own responsibility in the delivery of agreed arrangements. The responsibility of member practices should be captured in the PCN Network Agreement.

1. Role of CCGs/ICSs

CCGs and ICS have an important role to play in supporting PCNs at every stage of securing their ARRS workforce; from workforce planning and recruitment through to developing innovative employment models. ICSs will need a clear understanding of their total workforce requirement across all disciplines and sectors. It is likely that there will be demand from a variety sources for particular roles. Paramedics are being sought to support the ambulance service, ED and primary care, for example. ICSs have a clear role in maintaining a balance within their system and ensuring that the demands from one sector do not destabilise delivery in another.

As well as an overall ICS workforce lead, ICSs and CCGs may find it helpful to have an Executive lead for primary care and dedicated resource to support the primary care workforce agenda. There are already examples of such roles in a number of systems.

You can find an example of a job description here [ICS Primary and Community Care Workforce Programme Manager JD here](https://future.nhs.uk/connect.ti/P_C_N/viewdocument?docid=90951909).

This capacity could be directed at working with PCNs and other providers to broker cross system arrangements of mutual benefit. The exemplar Service Level Agreement at Annex 1 is intended to support this approach. ICSs/CCGs will also want to work with HEE, Training Hubs and HEIs to ensure that there is a pipeline of both undergraduate and post graduate training so that the workforce supply is developed to meet PCN and wider system requirements. CCGs will need to ensure that Training Hubs are coordinating the required clinical placements and developing the clinical supervisors to support staff working in primary care

1. Role of Training Hubs

Each PCN should have access to a Training Hub which will support them in delivering a sustainable workforce for their PCN in the following ways:

* Assist the PCN with workforce planning, ensuring this feeds into the wider ICS workforce planning activity
* Link with Higher Education Institutes to ensure future workforce supply is aligned with PCN workforce plans
* Support PCNs to become approved learning environments that can offer placements to multi-disciplinary learners
* Help PCNs understand, introduce and embed the new roles in primary care, ensuring an adequate number of trained clinical supervisors to support the expanded workforce
* Provide career support and promote staff retention for example through coaching and mentoring schemes, flexible pools for salaried doctors and other primary care roles, General Practice Fellowships for newly qualified GPs and nurses, Supporting Mentors scheme to retain GPs who are nearing retirement
* Provide education programmes to support Continuous Professional Development of staff and PCN service delivery ambitions
1. Role specific models

Consideration of employment models will vary by discipline but there are some roles where this merits particular consideration either because of issues with workforce supply or where other providers can support PCNs with the management and supervision of new roles. The following section provides examples from around the country of approaches that PCNs and systems have taken to particular ARRS roles. There are also job packs for each of the roles available to support local systems.

[All ARRS JDs can be found here](https://future.nhs.uk/P_C_N/view?objectID=22243760).

* 1. Clinical Pharmacists and pharmacy technicians

With the intention to recruit and embed more clinical pharmacists and pharmacy technicians into primary care, a number of PCNs have started to work with their local NHS hospital trusts for support.  There are a number of examples of collaborative working across the country and one of the more popular is a rotational model, in which staff are recruited via the local NHS trust and rotated through primary care and the host trust.   Feedback from systems using this model suggests that the rotational model has a number of benefits, including offering staff stability through a standardised employment contract, enhanced pharmacy professional supervision, flexibility in recruitment and employment, and the opportunity to develop skills through rotational working.  Data in one system is suggesting this model may also have a positive impact on both recruitment and retention figures.

In most instances of the rotational model, the NHS trust becomes the employing organisation that “hosts” or employs the pharmacist/technician, but the post itself is shared by all parties.  It is important to ensure that there is a formal agreement and honorary contracts in place between the PCN and employing organisation. See Annex 1 for an example.

For all the roles recruited into primary care via the ARRS, supervision is key to ensuring both practitioner development and patient safety.  As such, many NHS trusts operating in a collaborative model with PCNs have formal supervision processes in place.  This could include a model in which there is an identified PCN Lead Pharmacist who provides supervision to all pharmacists/technicians working across the PCN (please see the case studies in the supervision resource).

Key lessons from PCNs with collaborative models:

* Integration across the whole system should be the ultimate aim, particularly in relation to capacity and demand planning, understanding the recruitment needs of primary care and how these can be addressed collaboratively.
* Training for clinical pharmacists and pharmacy technicians working in primary care is a requirement as part of the ARRS (clinical pharmacists are required to be signed up to or qualified from an approved training pathway, or be confirmed as exempt, in order to be reimbursed through the ARRS).  Where possible, a joint approach should be taken to staff training.
* Good communication is essential – both across the collaboration but also to promote what clinical pharmacist and pharmacy technicians can do and how they can support primary care.
* With rotational models, be aware that some general practices may prefer to have a regular person in post to provide continuity. Rotational arrangements can accommodate a variety of models from longer term placements of individuals to split day working across two organisations (half day in each) but careful consideration should be given to the potential to the VAT implications of supplying a named individual – see para 4.0
* Allow time to set up the collaborative working, sign agreements and engage with member practices.
	1. Paramedics

The ARRS will reimburse PCNs for paramedics at indicative band 7 plus employer on costs (NI and pension) up to a maximum amount and pro-rata for part time staff. However, the number of available paramedics is currently low and therefore paramedics can commence work in PCNs on indicative Band 6 providing they meet the following criteria, as outlined in annex B of the [Supporting General Practice in 2021/22 letter](https://www.england.nhs.uk/publication/supporting-general-practice-in-2021-22/).

They are educated to degree/diploma level in Paramedicine or equivalent experience

* They are registered with the Health and Care Professions Council (HCPC)
* They have has completed their two-year ‘Consolidation of Learning’ period as a “newly qualified paramedic”
* They have a further three years’ experience as a band 6 (or equivalent) paramedic
* They are working towards Level 7 capability in paramedic areas of practice and complete this within six months of the commencement and are signed off formally within the clinical pillar competencies of the Advanced Clinical Practice Framework
* They work as part of a rotational model until level 7 competency is achieved

More detail can be found in HEE’s [*First Contact Practitioners and Advanced Practitioners in Primary Care: (Paramedic) A Roadmap to Practice*](https://www.hee.nhs.uk/our-work/primary-care/first-contact-practitioners-advanced-practitioners-paramedics)

PCNs are encouraged to work with their CCG and ICS and consider the best employment model once paramedics have completed their Stage 2 training, taking account of the need for workforce stability across the system. There are many advantages in continuing with a rotational model. For PCNs, the ambulance trust takes on responsibility for recruitment, and supports supervision and CPD, for example. For ambulance trusts an effective rotational model supports staff recruitment and retention and reduces conveyance. For staff a rotational model provides an interesting portfolio career, with an opportunity to retain skills across urgent and primary care, and provides for career progression.

* 1. Physicians’ Associates

Whilst PCNs can employ Physicians’ Associates directly there are some innovative examples of staff being employed across primary and secondary care. Again this provides an interesting portfolio career for staff. It also gives the PCN the flexibility to employ a PCN at less than 1.00 wte with the balance of the individual’s time being spent in another setting. These arrangements can either involve the individual having separate contracts of employment, working on a rotational model or sub contracting.

8.4 Physiotherapists

The same flexible arrangements for working with other providers exist in relation to the employment of physiotherapists. Aside from the benefits described elsewhere this kind of joint working within a health system can embed common agreed MSK pathways and consistent approaches to shared decision making. A [case study can be found here](https://future.nhs.uk/P_C_N/view?objectID=90954661) which highlights the good work on developing an integrated provider model for physiotherapy in Somerset.

However, a significant number of physiotherapists are employed in the private sector. PCNs may consider engaging with local private providers and can be supported in this dialogue by CCG/ICS primary care workforce leads.

* 1. Mental Health Practitioners

Mental health practitioners have been added to the ARRS from April 2021 and this is part of a wider transformation of community mental health services for adults and older adults that seeks to bridge the divide between primary care and secondary mental health care, and physical and mental health services. This includes the following measures:

* The transformation of adult and older adult community mental health services so that expanded and revitalised community mental health teams will operate on PCN footprints
* Removing the need for complex referral processes and ensuring rapid access to advice, consultation, triage and intervention by expert Mental Health staff
* Ensuring rapid re-access to mental health expertise for patients whose care has been transferred to primary care, if they deteriorate
* Integrating social care, public health and third sector services to address the full scope of patients’ needs.

Against this backdrop, from April 2021, every PCN will become entitled to a fully embedded mental health practitioner, employed and provided by the PCN’s local provider of community mental health services, as locally agreed. The PCN will be responsible for 50% of the salary and employers NI/pension costs associated with the role, with the remaining costs funded by the community mental health provider. The PCN contribution will be reimbursable via the ARRS, up to the maximum reimbursable amount associated with the banding of the role. **This means that PCNs will get the benefit of 1 WTE but will only need to invest 0.5 WTE funding from their ARRS budget.**

1. From April 1 PCNs will be entitled to 1 WTE mental health practitioner for adults and older adults in 2021/22. This entitlement will increase to 2 WTE in 2022/23 and 3 WTE by 2023/24, subject to a positive review of implementation. For PCNs with more than 100,000 patients the entitlements are double.
2. The mental health practitioner role can be any registered clinical role operating at AfC Band 5 or above. Roles should be agreed between the PCN and mental health service provider but could include: Community Psychiatric Nurse, Clinical Psychologist, Mental Health Occupational Therapist or other clinical registered role.
3. The mental health practitioner role would provide a combined consultation, advice, triage and liaison function, with the aim of:
	1. supporting shared decision-making about self-management;
	2. facilitating onward access to treatment services;
	3. providing some brief psychological interventions, where qualified to do so and where appropriate.

Further details on how the role will operate are provided in the ‘[Supporting General Practice in 2021/22’ letter](https://www.england.nhs.uk/publication/supporting-general-practice-in-2021-22/), jointly published by NHSE/I and the BMA.

In addition to the adult and older adults role, PCNs may also choose to embed a children and young people’s practitioner, with the agreement of the mental health provider. This would be funded on the same 50%-50% basis.

If required, CCGs can support the brokering of agreement between PCNs and community mental health providers on how the role would be deployed, their scope of duties, and their relationship with the PCN and provider organisation MDTs.

**These roles are additional to mental health staff currently embedded within general practice teams, and co-located IAPT workers.**

This model has the following benefits for PCNs:

* PCNs would only need to fund 50% of the role: they will be getting the full capacity benefit for half the financial cost.
* PCNs would not need to manage the recruitment process, so the mental health practitioner could be deployed more swiftly.
* The role itself is flexible, with room to shape the deployment based on local needs and circumstances.
* The role will be embedded within the PCN as a shared resource working across both the PCN core team and their local mental health provider, in order to support access to a wider range of community mental health services. The approach seeks to eliminate current barriers to accessing services, and provides the basis for a genuinely integrated approach across the system to meet local population needs and improve patient outcomes
	1. Personalised Care Roles

PCNs have already made very good progress in recruiting to the three personalised care roles: health and wellbeing coaches, care co-ordinators and social prescribing link workers. A variety of employment models have been used and whilst many PCNs are directly employing staff there is the option of working with a third sector provider who can recruit, train and provide ongoing formal supervision to staff, in addition to the supervision provided in primary care by PCNs. This arrangement can also support PCN staff to work effectively with other pre existing schemes that might be available in the PCN neighbourhood. Where this arrangement with the third sector is in place for Social Prescribing Link Workers, PCNs can claim from the ARRS an additional £2400 (on an annual basis) as a contribution towards additional costs, within the maximum reimbursable rate for the role. The newly launched [Personalised Care Institute](https://www.personalisedcareinstitute.org.uk) provides a useful resource to PCNs, setting training standards and accrediting course providers, and providing a monthly newsletter.

1. Annexes

## Annex 1 Exemplar Service Level Agreement

|  |
| --- |
| ***GUIDANCE NOTES***1. *This Agreement is a template only for use by Primary Care Networks (PCNs) for the purpose of engaging a third party provider to provide services related to the Additional Roles Reimbursement Scheme pursuant to the Network Contract DES.*
2. *This Agreement is not intended to be used as a secondment agreement, nor as an all-purpose sub-contract for the provision of a practice’s primary medical services. It is not intended to be used as an agreement for the provision of staff.*
3. *It is for each PCN to consider the implications of engagement with a third party in relation to tax, employment and pensions positions.*
4. *This Agreement is intended to be legally binding and requires tailoring before it can be signed.*
5. *Legal advice should be sought in finalising this agreement and the effect of the final agreement on the PCN’s tax position, employment implications and pension arrangements for those carrying out the service.*
6. *Wording in* ***[square brackets highlighted in yellow]*** *signifies optional wording and / or wording which is for local determination and requires amendment and / or comments for those drafting the Agreement. The final draft must not include any wording in* ***[square brackets highlighted in yellow]*** *nor any Guidance Notes.*
 |

**TEMPLATE AGREEMENT FOR THE PROVISION OF SERVICES**

This Agreement is made on [insert date] 2021

**Between**

**[Insert name of the Provider]** whose office is at [insert address] (“**Provider**”); and

**[name of the lead/nominated practice]** whose premises are at [insert address] and who is acting on behalf of [insert name] Primary Care Network (“**PCN**”)

|  |
| --- |
| [*Guidance Note: This Agreement assumes that one GP practice will enter into the Agreement with the Provider. The GP practice must use the appropriate legal contracting name above which may be an individual (in a single handed practice), several individuals if acting in partnership or a company name if the practice has been incorporated. The PCN may decide that all Core Network Practices enter into the Agreement in which case the above must be amended to reflect this. Note that this Agreement uses the term “PCN” and so if there are multiple GP practices listed, there must also be a defined term “PCN” listed.*] |

**Background**

The parties have agreed that the Provider will provide a [insert name of service e.g. community paramedic, social prescribing, First Contact Physiotherapy services] pursuant to the terms of this Agreement.

**IT IS AGREED** as follows:-

1. **Definitions and interpretation**
2. The provisions of this Agreement are to be interpreted in accordance with Schedule 1 (Definitions and Interpretation).
3. **Duration**
	1. This Agreement is effective from [insert date] for a period of [insert number of months] until and including [insert date] (“the **Term**”), subject to early termination as provided for in this Agreement.
4. **The Services**
	1. The Provider shall provide the Services:
		1. promptly and in any event within any time limits as may be set out in this Agreement;
		2. in accordance with all terms of this Agreement, and, in particular, the Specification;
		3. using reasonable skill and care;
		4. in accordance with any quality standards as set out in this Agreement;
		5. in accordance with Applicable Law and Good Practice; and
		6. in a professional and courteous manner.
	2. In complying with its obligations under this Agreement, the Provider shall, and shall procure that all Staff shall, act in accordance with the NHS values as set out in the NHS Constitution from time to time.
	3. The Provider shall ensure that all relevant consents, authorisations, licences and accreditations required to provide the Services are in place at the date of this Agreement and are maintained throughout the Term.
5. **Staff**
	1. The Provider must ensure that all Staff:
		1. if applicable, are registered with and where required have completed their revalidations by the appropriate professional regulatory body;
		2. have the appropriate qualifications, experience, skills and competencies to perform the duties required of them and are appropriately supervised (including where appropriate through preceptorship, clinical supervision and rotation arrangements and having regard to NHS England’s guidance on clinical supervision titled “Supervision for roles recruited through the Additional Roles Reimbursement Scheme”), managerially and professionally;
		3. are covered by the Provider’s Indemnity Arrangements for the provision of the Services;
		4. carry, and where appropriate display, valid and appropriate identification; and
		5. are aware of and respect equality and human rights of colleagues, service users, carers and the public.
	2. In addition, the Provider must have in place systems for seeking and recording specialist professional advice and must ensure that every member of Staff involved in the provision of the Services receives:
		1. proper and sufficient induction, continuing professional and personal development, clinical supervision, training and instruction;
		2. full and detailed appraisal (in terms of performance and on-going education and training); and
		3. professional leadership appropriate to the Services,

each in accordance with Good Practice and the standards of their relevant professional body, if any.

* 1. The Provider must have regard to the HEE Quality Framework.
	2. The PCN will provide regular feedback to the Provider in respect of the performance of the Staff involved in the provision of the Services during the Term and will provide information to the Provider to support the Provider’s appraisal process. Such information will be written and in a format that can be disclosed to the relevant member of Staff.
	3. The Provider will make available to the Staff involved in the provision of the Services a programme of peer support to ensure sustained continued professional development. This may be in the form of a network or community of practice.
	4. Before the Provider engages or employs any person in the provision of the Services, or in any activity related to or connected with, the provision of Services, the Provider must comply with:
		1. NHS Employment Check Standards; and
		2. other checks as required by the DBS or which are to be undertaken in accordance with current and future national guidelines and policies.
	5. The Provider may engage a person in an Enhanced DBS Position or a Standard DBS Position (as applicable) pending the receipt of the Standard DBS Check or Enhanced DBS Check or Enhanced DBS & Barred List Check (as appropriate) with the agreement of the Co-ordinating Commissioner and subject to any additional requirement of the PCN for that engagement.
1. **Responsibilities of the Parties**
	1. Each party shall nominate an Operational Liaison Manager who shall be the main point of contact with the other party.
	2. The Operational Liaison Mangers agree to respond promptly to any issues or requirements referred to them by the other party relating to the performance of any obligation under this Agreement and shall seek to resolve any problems arising as quickly as possible.
	3. The parties will meet at agreed intervals of [insert number] months to review the ongoing arrangements and to highlight any issues or concerns and put in place measures to resolve these.
	4. The PCN shall invite the Staff involved in the provision of the Services to attend multi-disciplinary team meetings as required for the purpose of disseminating day to day information with regard to the Services.
	5. During the Term, the PCN shall report to the Provider all issues related to clinical practice, conduct and performance of the Services by the Staff involved in the provision of the Services.
	6. The PCN will be responsible for providing the Provider’s Staff with day to day operational information to enable the Services to be delivered.
	7. The PCN will collect any activity data in relation to the Services as agreed with the Provider and will share this with the Provider for the Provider’s own internal purposes.
	8. The Staff involved in the provision of the Services will complete accurate and full patient care records using the PCN’s patient care recording system and not the Provider’s patient care records. The PCN will provide the Provider’s Staff with full access to any relevant PCN’s patient care records, as necessary, in line with local data sharing agreements.
	9. During the Term the Provider may prescribe drugs (where staff are qualified to do so) in line with the PCN’s prescribing protocols

[*Guidance Note: The PCN must consider if the above paragraph is appropriate or needs to be reworded/deleted depending on the nature of the services provided and the policies of the PCN.*]

* 1. Nothing in this Agreement will be construed to have effect as forming or recording any relationship of employer and employee between the PCN and the Staff involved in the provision of the Services.
1. **Price and Payment**
	1. The Price shall be calculated in accordance with Schedule 3.
2. **Procedures and policies**
	1. The Provider will and ensure that its Staff will comply with all reasonable standards of safety and comply with the PCN’s health and safety procedures in force at the premises where the Services are provided (where applicable). This will include a risk assessment and implementation of procedures in relation to Covid-19.
	2. All matters of grievance, discipline and performance of the Staff involved in the provision of the Services shall be dealt with by the Provider in accordance with its normal procedures.
	3. The PCN agrees to co-operate fully with the Provider to resolve grievances raised by the involved in the provision of the Services.
	4. The PCN undertakes to report to the Provider, at the earliest possible opportunity, all matters relating to poor performance or misconduct by any Staff involved in the provision of the Services, which may require action by the Provider and to participate promptly in any subsequent action which may be necessary.
	5. The PCN will submit reports on the performance and conduct of the Staff involved in the provision of the Services as and when reasonably requested by the Provider.
	6. Save as set out in this Agreement, the Provider shall and ensure that its Staff involved in the provision of the Services at the PCN’s premises shall comply with the policies and procedures of the PCN as notified by the PCN from time to time.
3. **Limitation of Liability**
	1. Nothing in this Agreement shall limit either party’s liability for:
		1. death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
		2. fraud or fraudulent misrepresentation; or
		3. any liability which cannot be excluded or limited by Applicable Laws.
	2. [The PCN’s total liability to the Provider in respect of all other Losses arising under or in connection with the Agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the total fees paid by the PCN to the Provider during the Term.]

[*Guidance Note: The PCN should consider the appropriateness of including a limitation of liability provision such as the one above and if one is included, whether the figure used to set the limit is able to be objectively determined.*]

* 1. Neither Party shall be liable to the other for any Indirect Losses.
	2. The Provider shall be liable to the PCN for, and shall indemnify and keep the PCN indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings that arise or result from the Provider’s acts or omissions or breach of contract in connection with the performance of this Agreement, except to the extent that such loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings have been caused by any act or omission by, or on behalf of, or in accordance with the instructions of, the PCN.
1. **Indemnity Arrangements**
	1. The Provider must at all times have in force in relation to it an Indemnity Arrangement which provides appropriate cover and shall provide evidence of such cover to the PCN.
	2. For the purposes of this Agreement:
		1. “Indemnity Arrangement” means a contract of insurance or other arrangement made for the purpose of indemnifying the Provider;
		2. “appropriate cover” means cover against liabilities that may be incurred by the Provider in the performance of the Services under the Agreement, which is appropriate, having regard to the nature and extent of the risks in the performance of such Services; and
		3. the Provider is to be regarded as holding insurance if that insurance is held by a person employed or engaged by the Provider in connection with the Services which that person provides under the Agreement.
	3. The Provider must at all times hold adequate public liability insurance in relation to liabilities to third parties arising under or in connection with the Agreement which are not covered by an Indemnity Arrangement referred to in clause 9.1.

[*Guidance Note: The PCN must be very clear on the liability and indemnity position of the arrangements. If it is relying on the insurance cover of the Provider to cover any liability to patients in the provision of the Services, it must be satisfied that such insurance is appropriate and adequate. The PCN must also consider the relevance of its own indemnity arrangements to the arrangements with a third party including CNSGP. The above wording mirrors the wording in the GMS contract in relation to indemnity arrangements but should be tailored appropriately for the specific arrangements.]*

1. **Confidential Information**
	1. It is acknowledged that during the Term, the Provider (and its Staff) will have access to Confidential Information. The Provider agrees to accept the restrictions in this clause 10 and shall ensure that its Staff comply with these provisions.
	2. The Provider agrees to adopt all such procedures as the PCN may reasonably require and to adhere to the PCN’s policies and procedures on the same. The Provider agrees to keep confidential all Confidential Information and they shall not, (save as required by law) disclose the Confidential Information in whole or in part to anyone and agrees not to disclose the Confidential Information other than in connection with the provision of the Services.
	3. The Provider agrees that it, and its staff shall at any time during the Term of this Agreement, and in the event of the termination of this Agreement for whatever reason, surrender to the PCN all original and copy documents in their possession, custody or control (including, without limitation, all books, documents, papers, materials) belonging to the PCN together with any other property belonging to the PCN.
	4. The obligations under this Agreement apply to all and any Confidential Information and such obligations apply throughout the term of this Agreement and at all times following its termination but shall cease to apply to information which may come into the public domain otherwise than through unauthorised disclosure by the Provider.
	5. Nothing in this Agreement shall prevent the Provider from disclosing information that they are entitled to disclose under the Public Interest Disclosure Act 1998, provided that the disclosure is made in accordance with the provisions of that Act and associated legislation.
2. **Intellectual Property**
	1. Neither party will acquire the Intellectual Property Rights of the other party. The Parties acknowledge that the Intellectual Property Rights subsisting in the PCN’s patient care recording system which the Provider is required to use to complete patient records pursuant to clause 5.8 will remain vested in the PCN.
	2. The Provider grants to the PCN, or shall procure the direct grant to the PCN of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use the Intellectual Property Rights of the Provider for the purpose of the Services.
	3. The PCN grants to the Provider, or shall procure the direct grant to the Provider of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to use the Intellectual Property Rights of the PCN for the purpose of the Services.
	4. The Provider shall indemnify the PCN in full against all liabilities, costs, expenses, damages and losses (including but not limited to any direct losses, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the PCN arising out of, or in connection with, the receipt and use of the Intellectual Property Rights of the Provider.
3. **Data Protection**
	1. Each party shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the other party to breach any of its obligations under the Data Protection Legislation. Each party shall immediately notify the other in the event that it becomes aware of any breach of the Data Protection Legislation, where such breach is or may in any way be related in connection with this Agreement.
	2. Each party shall (and shall procure that its staff) comply with their respective obligations (and comply with any requirements imposed on them) under the Data Protection Legislation which arise in connection with this Agreement.
	3. In the event that the parties (or any Staff of a party) share any Personal Data, the parties agree that they will, before any Personal Data is shared, enter into a data sharing agreement.
	4. In the event that either party (or that party’s staff) is required to Process any Personal Data on behalf of the other under this Agreement, the parties agree that they will, before any Personal Data is Processed, enter into a data processing agreement.

[*Guidance Note: The parties must ensure that the arrangements comply with data protection legislation including the GDPR. This may require a data processing agreement to be in place. The PCN should consider in detail the nature of the services, the manner in which Personal Data of patients is managed, the flow of Personal Data under this Agreement, the grounds for any processing of Personal Data, the categorisation of the parties as data processor or data controller and the responsibilities of the parties and then adopt the most appropriate type of data agreement. Template data agreements have been published by NHS England and NHS X.*]

1. **Freedom of Information**

[*Guidance Note: If neither party is required to comply with the EIR or FOIA, this provision can be deleted and replaced with “Not used”.*]

* 1. The PCN acknowledges that the Provider may be subject to the requirements of the Environmental Information Regulations 2004 (“EIR”) and the Freedom of Information Act 2000 (“FOIA”). Where the Provider is subject to the EIR and/or the FOIA, the PCN shall:
		1. provide all necessary assistance and cooperation as reasonably requested to enable the Provider to comply with its obligations under the FOIA and EIR;
		2. transfer to the Provider all requests for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR (“Request For Information”) relating to this Agreement that it receives as soon as practicable and in any event within 2 working days of receipt;
		3. provide the Provider with a copy of all information (having the meaning given under section 84 of FOIA (“Information”)) belonging to the Provider requested in the Request For Information which is in its possession or control in the form that the Provider requires within 5 working days (or such other period as the Provider may reasonably specify) of the Provider’s request for such information; and
		4. not respond directly to a Request For Information unless authorised in writing to do so by the Provider.
	2. The PCN acknowledges that the Provider may be required under the FOIA and EIR to disclose information (including information of a commercially sensitive nature relating to the PCN, its intellectual property rights or its business or which the PCN has indicated to the Provider that, if disclosed by the v, would cause the PCN significant commercial disadvantage or material financial loss, (“**Commercially Sensitive Information**”), without consulting or obtaining consent from the PCN.
	3. The Provider shall take reasonable steps to notify the PCN of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so, but (notwithstanding any other provision in this Agreement) the Provider shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.
1. **Termination**
	1. Subject to earlier termination of this Agreement, this Agreement will automatically terminate upon the expiration of the Term.
	2. This Agreement may be terminated by any party during the Term on provision of a minimum of [insert number] month’s written notice to the other party.

[*Guidance Note: The PCN should consider whether to allow the Provider a right to terminate for convenience on notice above or whether this is only appropriate for the PCN.*]

* 1. This Agreement may be terminated by notice in writing having immediate effect by the PCN if the Provider:
		1. commits any material breach of its obligations under this Agreement provided that the Provider has not remedied the breach to the satisfaction of the PCN within 10 working days of the PCN issuing a notice to remedy the breach to the Provider; or
		2. the Provider ceases or threatens to cease carrying on its business; suspends making payments on any of its debts or announces an intention to do so; is, or is deemed for the purposes of any Applicable Laws to be, unable to pay its debts as they fall due or insolvent; enters into or proposes any composition, assignment or arrangement with its creditors generally; takes any step or suffers any step to be taken in relation to its winding-up, dissolution, administration (whether out of court or otherwise) or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) otherwise than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation; has a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator or similar officer appointed (in each case, whether out of court or otherwise) in respect of it or any of its assets; has any security over any of its assets enforced; or any analogous procedure or step is taken in any jurisdiction;
	2. Upon expiry or earlier termination of this Agreement, the PCN agrees to pay the Provider for the Services which have been completed by the Provider in accordance with this Agreement prior to expiry or earlier termination of this Agreement.
	3. Upon expiry or earlier termination of this Agreement the Provider shall ensure that the Staff immediately deliver to the PCN all documents, papers, correspondence, information and other property of the PCN which may be in their possession.
	4. The Provider shall cooperate fully with the PCN or, as the case may be, any replacement provider during any re-procurement and handover period prior to and following the expiry or earlier termination of this Agreement. This cooperation shall extend to providing access to all information relevant to the operation of this Agreement, as reasonably required by the PCN to achieve a fair and transparent re-procurement and/or an effective transition without disruption to routine operational requirements.
	5. The termination of this Agreement shall not affect any rights or obligations of the parties which accrued prior to such termination.
1. **Force Majeure**
	1. If an Event of Force Majeure occurs, the Affected Party must:
		1. take all reasonable steps to mitigate the consequences of that event;
		2. resume performance of its obligations as soon as practicable; and
		3. use all reasonable efforts to remedy its failure to perform its obligations under this Agreement.
	2. The Affected Party must serve an initial written notice on the other party immediately when it becomes aware of the Event of Force Majeure. This initial notice must give sufficient detail to identify the Event of Force Majeure and its likely impact. The Affected Party must then serve a more detailed written notice within a further 5 days. This more detailed notice must contain all relevant information as is available, including the effect of the Event of Force Majeure, the mitigating action being taken and an estimate of the period of time required to overcome the event and resume full delivery of Services.
	3. If it has complied with its obligations under clauses 15.1 and 15.2, the Affected Party will be relieved from liability under this Agreement if and to the extent that it is not able to perform its obligations under this Agreement due to the Event of Force Majeure.
	4. Either party may terminate this Agreement by written notice, with immediate effect, if and to the extent that either party suffers an Event of Force Majeure and that Event of Force Majeure persists for more than 30 days without the parties agreeing alternative arrangements.
2. **Dispute Resolution**
	1. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it (“**Dispute**”) the matter shall fist be considered by the Operational Liaison Managers. In the even the Operational Liaison Managers are not able to resolve the Dispute, the matter shall escalate to [insert level of escalation].
	2. If the parties reach agreement on the resolution of the Dispute, such agreement shall be recorded in writing and once signed by the Parties’ authorised representatives, shall be final and binding on the parties.
	3. For the avoidance of doubt, the Provider shall continue to comply with its obligations under this Agreement and without delay or disruption while the Dispute is being resolved pursuant to this clause 16.
3. **General**
	1. Any notice to be served on a party by the other shall be sent by prepaid recorded delivery or registered post or by electronic mail to the addresses listed below and shall be deemed to have been received by the addressee within 48 hours of posting or 24 hours if sent electronic mail to the correct electronic mail address of the addressee.

|  |  |
| --- | --- |
| **PCN** | **Provider** |
| Name of authorised representative (addressee): [insert] | Name of authorised representative (addressee): [insert] |
| Address: [insert] | Address: [insert] |
| Email: [insert] | Email: [insert] |

* 1. The Agreement may only be varied with the express written agreement signed by the parties (or their authorised representatives).
	2. The Provider must not assign, transfer or subcontract or in any other manner make over any third party the benefit and/or burden of this Agreement.
	3. No waiver by either party, other than one made in writing, of any breach by the other party of any provision of this Agreement and no failure delay or forbearance by any party in exercising any of its rights, shall be taken to be a waiver of such breach or right which will prevent the party from later taking any action or making any claim in respect of such breach or right.
	4. This Agreement shall be in substitution for any previous agreement, whether by way of letter, agreements or arrangements, whether written, oral or implied, relating to the Services, which shall be deemed to be terminated by mutual consent as from the date of this Agreement.
	5. If any provision or term of this Agreement shall become or be declared illegal invalid or unenforceable for any reason whatsoever, including without limitation, by reason of provisions of any legislation or by reason of any decision of any court or other body having jurisdiction over the parties, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions or terms of this Agreement as may be necessary or desirable in the circumstances.
	6. It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this Agreement is not intended to and does not give to any person who is not a party to this Agreement any rights to enforce any provisions contained in this Agreement.
	7. This Agreement may be executed in any number of counterparts, each of which will be regarded as an original, but all of which together will constitute one agreement, notwithstanding that the parties are not all signatories to the same counterpart.
	8. This Agreement shall be governed by and interpreted in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts with regard to any dispute or claim arising under this Agreement.

I hereby agree the above conditions on behalf of [insert name of the Provider]:-

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |
| --- |
|  |

I hereby agree the above conditions on behalf of [XXX Primary Care Network]:-

Signed \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[*Guidance Note: to be repeated if necessary to fit the parties entering into this Agreement.*]

**Schedule 1 – Definitions**

The following definitions and rules of interpretation apply in this Agreement.

|  |  |
| --- | --- |
| **Agreement** | means this agreement and any agreed Schedules or Appendices; |
| **Applicable Laws** | means (a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation; (b) any applicable European Union directive, regulation, decision or law; (c) any enforceable community right within the meaning of section any enforceable community right within the meaning of sections 1A(2) or 1B(2) of European Union (Withdrawal) Act 2018; (d) any applicable judgement of a relevant court of law which is a binding precedent; (e) requirements set by any regulatory body; and (f) any applicable code of practice,in each case, as applicable in England and Wales; |
| **Staff** | means all persons (whether clinical or non-clinical) employed or engaged by the Provider (including volunteers, agency, locums, casual or seconded personnel) in the provision of the Services or any activity related to, or connected with the provision of the Services; |
| **Confidential Information** | means information in whatever form (however it is conveyed or on whatever media it is stored) including information of a highly confidential nature which is or may be private, confidential or secret, being information or material which is the property of the PCN or which the PCN is obliged to hold confidential including, without limitation, identity of patients, patients’ medical records and treatment, confidential policy documents, all official secrets, information relating to the working of any project carried on or used by the PCN, research projects, strategy documents, tenders, financial information, reports, ideas and know-how, patient confidential information and any proprietary PCN information; |
| **Data Protection Legislation** | means all applicable data protection and privacy legislation including Regulation (EU) 2016/679 (the “General Data Protection Regulation” or “GDPR”), the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations (all as amended, updated or re-enacted from time to time) and any mandatory guidance or codes of practice issued by the Information Commissioner or equivalent regulator for data protection in the UK from time to time; and this definition shall also include any primary or secondary legislation passed in the UK seeking to put into UK any provision equivalent to the GDPR or other EU privacy regulation; |
| **Dispute** | has the meaning given in clause 16.1; |
| **Enhanced DBS Check** | a disclosure of information comprised in a Standard DBS Check together with any information held locally by police forces that it is reasonably considered might be relevant to the post applied for; |
| **Enhanced DBS & Barred List Check** | a disclosure of information comprised in an Enhanced DBS Check together with information from the DBS children's barred list, adults’ barred list and children’s and adults’ barred list; |
| **Enhanced DBS Position** | means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended), which also meets the criteria set out in the Police Act 1997 (Criminal Records) Regulations 2002 (as amended), and in relation to which an Enhanced DBS Check or an Enhanced DBS & Barred List Check (as appropriate) is permitted; |
| **Good Practice** | means using standards, practices, methods and procedures conforming to the law and reflecting up-to-date published evidence and using that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services provider and a person providing services the same as or similar to the Services at the time the Services are provided; |
| **HEE Quality Framework** | the Health Education England Quality Framework, available at: <https://hee.nhs.uk/our-work/quality>; |
| **Indemnity Arrangements** | has the meaning given in clause 9.2; |
| **Indirect Losses** | means, any loss of profits (other than profits directly and solely attributable to provision of the Services), loss of use, loss of production, increased operating costs, loss of business, loss of business opportunity, loss of reputation or goodwill or any other special, consequential or indirect loss, costs or damages of any nature, whether arising in contract, tort (including negligence), breach of statutory duty, under an indemnity, or on any other basis; |
| **Intellectual Property Rights** | **patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;** |
| **Losses** | means all damage, loss, liabilities, claims, actions, costs, expenses (including the cost of legal and/or professional services) proceedings, demands and charges whether arising under statute, contract or at common law but, to avoid doubt, excluding Indirect Losses; |
| **NHS Employment Check Standards** | **means the pre-appointment checks that are required by law, those that are mandated by any regulatory body policy, and those that are required for access to patient health records: http://www.nhsemployers.org/yourworkforce/recruit/employment-checks;**  |
| **Operational Liaison Manager** | **means [insert name] for the PCN and [insert name] for the Provider;** |
| **Personal Data** | as defined in the Data Protection Legislation; |
| **Processing**  | as defined within in the Data Protection Legislation (and “**Processed**” and “**Process**” shall be construed accordingly); |
| **Services** | means the services described in Schedule 2 and as amended pursuant to the terms of this Agreement from time to time; |
| **Standard DBS Check** | **means a disclosure of information which contains details of an individual’s convictions, cautions, reprimands or warnings recorded on police central records and includes both 'spent' and 'unspent' convictions;** |
| **Standard DBS Position** | **means any position listed in the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) and in relation to which a Standard DBS Check is permitted:**<https://www.gov.uk/government/publications/dbs-check-eligible-positions-guidance>**;** |
| **Term** | means the period of this Agreement as set out in clause 2.1. |

**Schedule 2 – Specification**

[*Guidance Note: This Agreement is for use by the PCN in engaging a Provider to provider the relevant ARRS requirements. The PCN’s requirements for each Additional Role is set out in Annex B of the Network Contract DES Specification. The PCN should ensure that each of those requirements is replicated here if the PCN is engaging the Provider to satisfy all those requirements. The PCN must ensure that the requirements are appropriately worded in acknowledgement of this Agreement being the provision of a service by the Provider. The PCN may also wish to consider any other aspects of the Network Contract DES Specification that relates to ARRS to ensure this Agreement covers any and all matters the PCN may need from the Provider. Some generic requirements are set out below. These are all suggestions only and should be amended/removed/added to as appropriate. The PCN should also consider whether to include additional requirements such as service levels, quality standards or KPIs.]*

1. **Service Requirements**

[insert]

1. **Day to day matters to be identified by the PCN**
	1. **Premises**
		1. The Provider will normally be expected to provide the Services from the premises of the PCN’s practices which are:
2. [insert list of premises]
	* 1. The Provider agrees to provide the Services from any of those premises as identified by the PCN in accordance with this Specification.
		2. The Provider agrees to provide the Services from such other locations as may be reasonably required by the PCN due to the nature of the Services including private premises and/or homes in the community served by the PCN.
	1. **Days/times of Service provision**
		1. The PCN will inform the relevant Provider’s Staff (as identified by the Provider to the PCN) from which premises and at what times the Services are required to be provided on particular days.
		2. The Provider will provide the Services from the premises and at the times so informed and the Provider acknowledges that this may include provision of the Services during the PCN’s extended access periods.
	2. **Equipment**

[*Guidance Note: The PCN should consider who is to provide any equipment such as IT equipment for the Services to be delivered. The PCN should consider whether to include any further specific provisions related to the use of equipment. This might include provisions setting out a process for requesting the equipment, obligations relating to maintenance, appropriate use and replacement if broken, etc.*]

**Schedule 3 – Price and Payment**

[*Guidance Note: The financial arrangements needs to be set out in full here. When determining the financial arrangements, the PCN needs to have regard to the arrangements in the Network Contract DES Specification in relation to claiming payments under the ARRS. The PCN needs to ensure this Schedule explains in detail the frequency of payments as well as how the payments are calculated and whether there is any need for periodic reconciliation (and if so how this works). It also needs to set out the process for the Provider invoicing the PCN including when an invoice can be raised, the method of payment by the PCN and the timescale within which the payment must be made. The PCN may want to include wording on the process for disputed payments, and a process for the Provider to notify the PCN if the payment is overdue (and allow time for payment) before the Provider can use any other contractual right*