

# Primary Care Networks *Property & Funding*

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Partnership

Property

NHS Contracts

Employment

Disputes

## DR Solicitors Services



Our **award-winning** expertise is associated with all areas of law required to run a professional healthcare provider. Our recent work includes:

### Partnership

- Partnership deeds
- Super-partnerships

### Property

- Surgery developments, purchases & sales
- Leasehold negotiations & transfers

### NHS Commercial

- GMS, PMS, APMS, NHS Contracts
- PCNs & GP Federations

### Employment

- Clinical & non-clinical employment contracts
- Business reorganisations

### Disputes

- Partnership & contractual disputes & litigation
- Employment tribunals

## PCN Funding Principles

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1. PCN funding is GMS funding
2. PCN space is therefore GMS space and subject to the Premises Costs Directions
3. Only GMS contractors are entitled to PCD funding – not sub-contractors
4. Once granted, the additional space is just another part of the GMS premises
5. Usual premises improvement grants and premises funding should be available

## Helpful NHSE Premises Optimisation Suggestions

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1. Consideration of 'Digital First' solutions at every stage of service delivery
2. Free up space through digitisation of Lloyd George Records
3. Promotion of flexible / home working for Clinical and MDT staff
4. Access the estate of all PCN partners including non GPs
5. Creation of telephony or digital 'pods' in an under-utilised space
6. Consolidation of estate where sharing arrangements could be developed
7. Access clinical rooms during lunchtime closures, evenings, & weekends
8. Administration from a central back office, or even off-site
9. *Reconfiguration requiring capital investment is a last resort and should only be considered where all the above options have been considered and exhausted*

## **PCN Specific Problems – Once you have received funding**

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1. How can a contractor comply with the guarantee that PCN space will remain in use for the delivery of NHS services for up to 15 years?
2. Who will then repay any grant?
3. Who is going to be liable for non-reimbursed costs?
4. What if the tenant contractor runs into difficulties and has to close?
5. Who will be liable for dilapidations? How will you maintain a fund?
6. The PCN DES is annually renewed, but the premises are long term

*Bottom line is PCN members need to agree this amongst themselves*

## Questions & Discussion

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