

	Item: 8.1
Report to:	Primary Care Commissioning Committee
Date of Meeting:	26 th April 2019
Title of Report:	Primary Care Networks & the Network Contract DES
Presented by:	Phil Davis, Strategic Lead - Primary Care, NHS Hull CCG
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STATUS OF THE REPORT:		
To approve	X	To endorse
To ratify		To discuss
To consider	x	For information
To note		

PURPOSE OF REPORT:

The purpose of this paper is to provide the Primary Care Commissioning Committee with further information in relation to the establishment of Primary Care Networks and the Network Contract Directed Enhanced Service.

RECOMMENDATIONS:

It is recommended that the Primary Care Commissioning Committee:

- (a) Consider the recently published further guidance in relation to Primary Care Networks and the Network Contract DES;
- (b) Approve the proposal for the CCG Senior Leadership Team and Primary Care Commissioning Committee Vice Chair to review submissions to ensure the Primary Care Network registration requirements are met.

REPORT EXEMPT FROM PUBLIC DISCLOSURE

No X Yes

If yes, detail grounds for exemption

CCG STRATEGIC OBJECTIVE (See guidance notes on page 4)

Integrated Delivery

The updates contained within this report support the CCG objective of Integrated Delivery of primary and community based services.

IMPLICATIONS: (summary of key implications, including risks, associated with the paper),		
Finance	Financial entitlements for Primary Care Networks are detailed within the report.	
HR	None specific to this report.	
Quality	None specific to this report	
Safety	None specific to this report	

ENGAGEMENT: (*Explain what engagement has taken place e.g. Partners, patients and the public prior to presenting the paper and the outcome of this*)

The CGC and LMC have been engaging with practices in relation to the requirements of the development of Primary Care Networks and the Network Contract DES.

LEGAL ISSUES: (Summarise key legal issues / legislation relevant to the report)

None

EQUALITY AND DIVERSITY ISSUES: (summary of impact, if any, of CCG's duty to promote equality and diversity based on Equality Impact Analysis (EIA). **All** reports relating to new services, changes to existing services or CCG strategies / policies **must** have a valid EIA and will not be received by the Committee if this is not appended to the report)

	Tick relevant box
An Equality Impact Analysis/Assessment is not required for this report.	V
An Equality Impact Analysis/Assessment has been completed and approved by the lead Director for Equality and Diversity. As a result of performing the analysis/assessment there are no actions arising from the analysis/assessment.	
An Equality Impact Analysis/Assessment has been completed and there are actions arising from the analysis/assessment and these are included in section xx in the enclosed report.	

THE NHS CONSTITUTION: (*How the report supports the NHS Constitution*) The report supports the delivery of the NHS Constitution as the commissioning of primary care services will aid in the delivery of the following principles, rights and NHS pledges:

- 1) The NHS aspires to the highest standards of excellence and professionalism
- 2) NHS works across organisational boundaries and in partnership with other organisations in the interests of patients
- 3) Quality of care
- 4) You have the right to expect NHS organisations to monitor, and make efforts to improve, the quality of healthcare they commission or provide.

PRIMARY CARE NETWORKS AND THE NETWORK CONTRACT DIRECTED ENHANCED SERVICE

1 INTRODUCTION

The purpose of this paper is to provide the Primary Care Commissioning Committee with further information in relation to the establishment of Primary Care Networks and the Network Contract Directed Enhanced Service.

2 NETWORK CONTRACT DES AND NETWORK AGREEMENT

As part of Investment and Evolution: A five-year framework for GP contract reform to implement the NHS Long Term Plan general practice takes the leading role in every primary care network (PCN) under the Network Contract Directed Enhanced Service (DES).

The Network Contract DES Directions will begin on the 1 April 2019 and, following sign-up to the DES, the requirements on GP practices (outlined in section 4 of the Network Contract DES specification) will apply from 1 July 2019.

It will remain in place, evolving annually until at least 31 March 2024. The first year of this DES lasting until 31 March 2020 will be a development year, with the majority of service requirements being introduced from April 2020 onwards.

The success of a PCN will depend on the strengths of its relationships, and in particular the bonds of affiliations between its members and the wider health and social care community who care for the population. Non-GP providers will be essential in supporting delivery.

2.1 Registration requirements

The registration requirements for PCNs have been set out in the NHS England Guidance published the *Network Contract Directed Enhanced Service Contract specification 2019/20* published in April 2019 and are as follows:

At the earliest opportunity and in any event by the 15 May 2019, PCNs must complete and return to the CCG the registration form which requires the following information:

- a) the names and ODS codes of the proposed member GP practices;
- b) the PCN list size sum of its proposed member GP practices' registered list as at 1 January 2019;

- c) a map clearly marking the proposed geographical area covered by the PCN (Network Area);
- d) the initial Network Agreement this requires completion of the proposed GP member practices' details in the front end of the Network Agreement and in Schedule 1, details of the Network Area, the Clinical Director and nominated payee (PCNs may also provide in their initial Network Agreement additional information in Schedule 1 relating to PCN meetings and decision-making but it is recognised that this may not have been fully agreed by 15 May submission date);
- e) the single practice or provider (who must hold a primary medical care contract) account that will receive funding on behalf of the PCN; and
- f) the named accountable Clinical Director.

The CCG is working with the LMC to support PCN establishment and to provide advice and guidance to practices and potential PCNs in relation to registration requirements and national guidance as it is published. This is taking place through organised events as well as direct conversations where necessary. Due to the timescales involved it is proposed that the PCN registration submissions are reviewed, to establish whether the registration requirements have been met, by the CCG Senior Leadership Team with the Vice Chair Primary Care Commissioning Committee.

2.2 Network Contract DES

Guidance in relation to the Network Contract DES has been published in April 2019 - *Network Contract Directed Enhanced Service Guidance for 2019/20 in England.* The key elements are set out below:

2.2.1 Role of Commissioners and LMCs in PCN formation

Commissioners and LMCs will need to work closely and in partnership to support PCN formation and development at a local level in order to ensure 100 per cent geographical coverage.

Commissioners will:

- Liaise with the relevant Integrated Care Integrated Care System (ICS) or Sustainability and Transformation Partnership (STP) to ensure each PCN Network Area supports delivery of services within the wider ICS/STP strategy.
- Identify any issues with the proposed PCNs, both within individual PCN submissions, and when considering their registered population area as a whole.

- Engage with LMCs and bring practices together to resolve issues to ensure 100 per cent population coverage is achieved.
- Approve the submission, ensuring that the registration requirements have been met and that all PCN footprints make long term sense for service delivery and in the context of the GP contract framework.
- Support PCN development via investment and development support outside of the DES.

During June 2019, this collaborative working will focus on resolving any issues and supporting practices in forming PCNs and signing-up to the DES. LMCs will bring practices in their area together, mediate where required and help ensure 100 per cent coverage.

Commissioners should maintain accurate records of all approvals and rejections and will be required to demonstrate if requested, the rationale for their decision.

2.2.2 Network Agreement

A national Network Agreement has been developed to support the Network Contract DES and PCNs will be required to use it.

The Network Agreement sets out the collective rights and obligations of GP providers within the core of the PCN and is required to claim its collective financial entitlements under the Network Contract DES. It also sets out how the practices will collaborate with non-GP providers which make up the wider PCN.

PCNs will be required to submit an initial Network Agreement by 15 May 2019, as part of the registration process for the Network Contract DES.

For more detail on the Network Agreement see Appendix 1.

2.2.3 Clinical Director

The Clinical Director should be a practicing clinician from within the member practices able to undertake the responsibilities of the role and represent the PCN's collective interests. It is most likely to be a GP but this is not an absolute requirement. The post should be held by an individual (or individuals if they are job-sharing the role) from within the PCN, not a shared role between PCNs. The Clinical Director should not be employed by a commissioner and provided to the PCN.

A national outline of the key responsibilities is included within the Network Contract DES specification - see Appendix 2.

2.2.4 Conflicts of interest

PCNs and Clinical Directors will be responsible for manging any conflicts of interest.

2.2.5 Data sharing

A data sharing agreement template will be provided in due course. PCNs will need to ensure they complete the template accordingly to support service delivery. CCGs will have a responsibility to provide a Data Protection Officer function to PCNs and resources for this are in CCG allocations; further guidance in relation to this is expected shortly.

2.2.6 Workforce

The Network Contract DES covers 5 roles - clinical pharmacists, social prescribing link workers, physiotherapists, physician associates and paramedics. PCNs will be able to claim reimbursement for these roles (clinical pharmacists and social prescribing link workers only in 2019/20) where they are *additional* to the staff baseline as at 31 March 2019. Guidance is provided on training and supervision for clinical pharmacists and the transition of current clinical pharmacists in the national scheme which is ending at the end of April 2019.

The role requirements for these staff groups are set out in the Network Contract DES specification. Individual PCNs will determine the terms and conditions of staff employed under the scheme. Reimbursement for roles from 2020/21 will be based on weighted capitation and each PCN will be allocated a single combined maximum sum.

The mix of the staff roles that a PCN adopts will be determined by the requirements of the DES and the delivery of the seven national services being introduced from 2020 and 2021.

2.2.7 Financial entitlements

Payment details and allocation	Amount	Allocations	Payment timings
1. Core PCN funding	£1.50 per registered patient per year (equating to £0.125 per patient per month)	CCG core programme allocations	Monthly in arrears** from July 2019 The first payment (to be made on or by end July 2019) will cover the period 1 April to 31 July. Subsequent payments will be made monthly in arrears** so the August 2019 payment to be made by the end of August 2019.
2. Clinical Director contribution (population based payments)	£0.514 per registered patient* to cover July 2019 to March 2020 (equating to £0.057 per patient per month)	PMC allocations	Monthly in arrears from July 2019. First payment to be paid on or by end July 2019 and thereafter on or by the last day of each month.
 3. Staff reimbursements Clinical pharmacists Social prescribing link workers 	Actual costs to the maximum amounts per the Five-Year Framework Agreement, paid from July 2019 following employment	PMC allocations	Monthly in arrears Payment claimable following start of employment. Reimbursement payable on or by the last day of the following month (for example, July 2019 payment to be made on or by end August 2019)
4. Extended hours access	£1.099 per registered patient* to cover period July 2019 to March 2020 (i.e. equating to £0.122 per patient per month)	PMC allocations	Monthly in arrears** First payment made for July to be made on or by end of July 2019. Subsequent payments made on or by the end of the relevant months. For example, the August 2019 payment to be made on or by end August 2019.

2.2.8 Future requirements

PCNs will increasingly need to work with other non-GP providers, as part of collaborative primary care networks, in order to offer their local populations more personalised, coordinated health and social care. To support this, the Network Contract DES will be amended from 2020/21 to include collaboration with non-GP providers as a requirement.

2.2.9 Network service specifications

A key component of the Network Contract DES will be the development and implementation of seven national service specifications. These service specifications will evolve over time and will support delivery of specific primary care goals set out in the NHS Long Term Plan. They will be focussed on areas where primary care can have significant impact against the 'triple aim' of:

- improving health and saving lives;
- improving the quality of care for people with multiple morbidities; and
- helping to make the NHS more sustainable.

The seven specifications are as follows:

- 1. Structured Medications Reviews and Optimisation
- 2. Enhanced Health in Care Homes
- 3. Anticipatory Care
- 4. Supporting Early Cancer Diagnosis
- 5. Personalised Care (as part of the NHS Comprehensive Model)
- 6. CVD Prevention and Diagnosis
- 7. Tackling Neighbourhood Inequalities

1-5 from April 2020 and 6 & 7 from April 2021. For more details see Appendix 3.

3 **RECOMMENDATIONS**

It is recommended that the Primary Care Commissioning Committee:

- a) Consider the recently published further guidance in relation to Primary Care Networks and the Network Contract DES;
- b) Approve the proposal for the CCG Senior Leadership Team and Primary Care Commissioning Committee Vice Chair to review submissions to ensure the Primary Care Network registration requirements are met.

APPENDIX 1

NETWORK CONTRACT DIRECTED ENHANCED SERVICE – MANDATORY NETWORK AGREEMENT

The intent of the Agreement is to support:

- the delivery of the individual and collective responsibilities of the Network Contract Directed Enhanced Service Scheme (the "Network Contract DES")
- the ways in which general practices and local primary and community health care providers agree to work together to deliver more integrated services to their populations.

The Agreement recognises that the successful implementation of a primary care network will require strong relationships and the creation of an environment of trust, collaboration and innovation and the Agreement seeks to support those relationships.

The Agreement:

- supplements and operates in conjunction with the Core Network Practices' existing primary medical care contracts and the respective obligations under these contracts continue;
- creates the Network;
- sets out the principles of the Network and how the requirements of the Network Contract DES will be delivered;
- includes the financial, workforce and other arrangements between the Members; and
- details how Core Network Practices will work collaboratively with other Members.

The Agreement requires the geographical area covered by the Network to be set out in a separate schedule.

Guidance Notes

The Template Primary Care Network Agreement (the Network Agreement) is to be used to record the arrangements between the organisations working together in a primary care network (PCN).

It is a requirement of the Network Contract Directed Enhanced Service Scheme (the Network Contract DES) that the GP practices within a PCN have an agreed Network Agreement in place.

The Network Agreement should be used between the GP practices within a PCN that have signed up to the Network Contract DES and, reflecting the wider collaboration between PCN providers, with any other organisations that are involved with the PCN.

There is no requirement within the Network Contract DES in 2019/20 for any collaboration between practices and other providers to be documented in the Network Agreement but the PCN can choose to include other providers where such relationships exist.

The organisations signed up to the Network Agreement are referred to as Members.

The Network Agreement is a legally binding contract.

The Network Agreement consists of:

- a set of Clauses which are mandatory and cannot be varied by the Members unless expressly indicated; and
- a set of Schedules which are to be populated by each PCN with its specific arrangements. The completion of Schedule 1 is mandatory.

The Clauses set out a basic framework of rights and obligations between the Members. The Clauses also covers principles of working together that are necessary for a PCN to be effective as well as situations that may occur to a PCN, including organisations joining and leaving the PCN. The Clauses are supplemented by the Schedules.

Schedules 1 (Network Specifics) and 2 (Additional Terms) contain additional obligations relating to the operation of the PCN. Schedule 1 **must** be populated with the relevant information but it is for PCNs to determine if they want to add additional terms in Schedule 2.

The Clauses recognise that a PCN will likely want to personalise various processes and it is expressly indicated in the Clauses whether any additional information included in Schedule 2 replaces, or is simply additional to, the Clauses.

The Agreement contains the following sections:

Members

Core Network Practices Other members of the Network

Clauses

Commencement and status (Clauses 1-7)

The Agreement is effective on the date the commissioner receives confirmation from the Core Network Practices that all Members have signed the Network Agreement.

Principles (8-14)

The Agreement confirms that that nothing in the Agreement is intended to vary, relax or waive any rights or obligations contained in the Core Network Practices' primary medical services contracts (GMS, PMS and APMS) relating to the provision of essential services under those contracts.

Other principles include working together to establish an integrated and collaborative team environment, co-operation, share information.

General obligations and patient involvement (15-22)

Where any incident that may impact on patient safety arises or where there is any potential breach of the Network Contract DES, all Core Network Practices will be made aware. This is in addition to any action that may be required Member practices own services contracts.

Where any patient safety incident or potential breach of the Network Contract DES is investigated by a commissioner or a regulator, Members will work collectively to respond to such investigation and share all relevant information with each other, the commissioner or regulator (as relevant) for the purpose of that investigation.

Where any Member proposes any change to the services provided to patients at a Network level, the Network will discuss how best to involve and/or inform patients of proposed changes in line with collective and individual patient engagement obligations.

Activities (23)

Agreement of Members to work collaboratively to deliver network-based services. Arrangements for collaborative working set out in a separate schedule.

Financial arrangements (24-25)

Payments for activity under the Agreement to be utilised in manner that constitutes an efficient and effective use of NHS funding. Separate schedule for financial arrangements between Core Network Practices.

Workforce (26-31)

Confirms aim of Network is to deliver integrated primary and community health care services supported by an integrated workforce team. Separate schedule for workforce which includes employment arrangements for additional staff.

Requires a Clinical Director must be appointed and in place at all times.

Information sharing and confidentiality (32-40)

Members may request information, including confidential information, where it is necessary to enable the Network to carry activity set out in the Agreement. Members will provide the information requested to show compliance with the Network Contract DES.

Before any personal data is shared and processed between Members, the relevant Members will enter into a data sharing and processing agreement.

Members will keep confidential and confidential information that is disclosed by another Member.

Conflicts of interest (41-43)

Network Members and the Clinical Director will develop arrangements to manage conflicts of interest – to include arrangements for identifying and declaring interests, maintaining a register of interests, and the management of conflicts of interest.

Intellectual property (44-47)

Members will have their own existing intellectual property and will retain intellectual property rights. If a Member creates new intellectual property they will own the rights unless otherwise agreed.

Meetings and decision making (49-53)

Meetings of Core Network Practices to be arranged and attended as often as necessary to discuss issues relating to the Network Contract DES. Agendas and papers to be agreed and circulated in advance. Meetings of all Members of the Network to take place as often as necessary

Joining the Network (54-58)

The Clinical Director will be notified of any organisations approaching a Member expressing a wish to join the Network. The request should be discussed by all Members as soon as practicable. Commissioner approval will be required for any request from what would become a Core Network Practice.

Leaving the Network (59-79)

Any Member that leaves the Network will be removed from the Agreement on the same date. The Network will consider the consequences of a Member's departure in relation to Network activities, financial arrangements, workforce, the continued viability of the Network and any other Network related matters. A Core Network Practice must give at least six months' notice and the commissioner must be notified as soon as practicable after all Members are notified.

Expulsion (71-79)

A Member may be required to leave the Network in certain circumstances: fails to pay an amount due under the Agreement, commits a material irremediable breach of any term of the Agreement or fails to remedy the breach. Commissioner views to be considered.

Variation procedure (80-82)

Wording in the Clauses to the Agreement only to be varied through a published national variation.

Duration and termination (83-88)

The Agreement will continue for the duration of the Network Contract DES. The Network will be dissolved if all Core Network Practices cease to be signed up to the Network Contract DES or all Core Network Practices decide to wind up the network. There will need to be commissioner involvement in the dissolution of a Network.

Events outside Network control (89-91)

Arrangements for circumstances where an event occurs that is reasonable considered outside the reasonable control of the Member which means obligations under the Agreement are not met.

Dispute resolution (92-94)

Disputes to be resolved through meetings of the Network. Members may refer the dispute to the LMC if unresolved.

General (95-106)

A range of other Clauses.

Schedules

- 1. Network Specifics
- 2. Additional Terms
- 3. Activities
- 4. Financial Arrangements
- 5. Workforce
- 6. Insolvency
- 7. Arrangements with organisations outside of the Network

APPENDIX 2

NETWORK CLINICAL DIRECTOR

- a) The PCN will be required to appoint a named accountable Clinical Director. The Clinical Director is accountable to the PCN members and will provide leadership for the PCN's strategic plans, working with members to improve the quality and effectiveness of the network services.
- b) The Clinical Director will be a practicing clinician from within the PCN member practices able to undertake the responsibilities of the role and represent the PCN's collective interests. It is most likely this role will be fulfilled by a GP but this is not an absolute requirement.
- c) The Clinical Director will work collaboratively with Clinical Directors from other PCNs within the ICS/STP area, playing a critical role in shaping and supporting their ICS/STP, helping to ensure full engagement of primary care in developing and implementing local system plans.
- d) The following sets out the key responsibilities12 for the Clinical Director:
 - i. They will provide strategic and clinical leadership to the PCN, developing and implementing strategic plans, leading and supporting quality improvement and performance across member practices (including professional leadership of the Quality and Outcomes Framework Quality Improvement activity across the network). The Clinical Director would not be solely responsible for the operational delivery of services; this will be a collective responsibility of the PCN.
 - ii. They will provide strategic leadership for workforce development, through assessment of clinical skill-mix and development of a PCN workforce strategy.
 - iii. They will support PCN implementation of agreed service changes and pathways and will work closely with member practices and the commissioner and other networks to develop, support and deliver local improvement programmes aligned to national priorities.
 - iv. They will develop local initiatives that enable delivery of the PCN's agenda, working with commissioners and other networks to reflect local needs and ensuring initiatives are coordinated.
 - v. They will develop relationships and work closely with other Clinical Directors, clinical leaders of other primary care, health and social care providers, local commissioners and LMCs.

- vi. They will facilitate participation by practices within the PCN in research studies and will act as a link between the PCN and local primary care research networks and research institutions.
- vii. They will represent the PCN at CCG-level clinical meetings and the ICS/STP, contributing to the strategy and wider work of the ICS/STP.
- e) PCNs will be responsible for managing any conflicts of interest. Clinical Directors will take a lead role in developing a PCN's conflict of interest arrangements, taking account of what is in the best interests of the PCN and their patients.
- f) Each PCN will be required to appoint a Clinical Director. This should follow a selection process either via appointment, election or both (see Network Contract DES guidance for further information) and included in Schedule 1 of the Network Agreement.

From Network Contract Directed Enhanced Service - Contract specification 2019/20

APPENDIX 3

NATIONAL SERVICE SPECIFICATIONS

Implemented from	Service specification	Outline
April 2020	Structured Medications Reviews and Optimisation	 PCN members will support direct tackling of the over-medication of patients, including inappropriate use of antibiotics, withdrawing medicines no longer needed and support medicines optimisation more widely. It will also focus on priority groups, including (but not limited to): asthma and COPD patients; the Stop Over Medication for People with learning disabilities or autism programme (STOMP); frail elderly; care home residents; patients with complex needs, taking large numbers of different medications.
April 2020	Enhanced Health in Care Homes	PCN members will support implementation of the Vanguard models tested between 2014/15 and 2017/18. The aim of this service will be to enable all care homes to be supported by a consistent multi-disciplinary team of healthcare professionals, delivering proactive and reactive care. This team will be led by named GP and nurse practitioners, organised by PCNs.
April 2020	Anticipatory Care	PCN GP practices and other member providers will work collaboratively to introduce more proactive and intense care for patients assessed as being at high risk of unwarranted health outcomes, including patients receiving palliative care. The Anticipatory Care Service will need to be delivered by a fully integrated primary and community health team. To support this, from July 2019 community providers are being asked to configure their teams on PCN footprints. The requirements will be developed across the country by ICSs, and commissioned by CCGs from their PCNs. NHS England will develop the national requirements for the essential contribution required under the Network Contract DES.
April 2020	Supporting Early Cancer Diagnosis	The NHS Long Term Plan commits to delivering personalised care to all cancer patients by 2021, ensuring that every person with cancer has the best possible care and quality of life, and that system resources are utilised effectively. PCNs will have responsibility for doing their part, alongside the Cancer Alliances and other local partners, and this will be reflected in the service specification. GP practices are likely to have a key role in helping ensure high and timely uptake of screening and case finding opportunities within their neighbourhoods. PCNs will have a key role in helping to ensure that all

		their GPs are using the latest evidence-based guidance to
		identify people at risk of cancer; recognise cancer symptoms
		and patterns of presentation; and make appropriate and timely referrals for those with suspected cancer. Alongside the service within the Network Contract DES, a
		QOF Quality Improvement module will be developed for national use in 2020/21 to help practices and PCNs
		understand their own data, and work through what they can do to achieve earlier diagnosis. This may require direct engagement with particular local groups of their community where there is the greatest opportunity for making a difference, as well as working with their local
April 2020	Personalised Care (as part of the NHS Comprehensive Model)	ICS to tackle diagnostic bottlenecks. The Comprehensive Model of Personalised Care has six main evidence based components:
		 shared decision-making; enabling choice (including legal rights to choice); personalised care and support planning; social 'prescribing' and community -based support; supported self-management; and personal health budgets and integrated personal budgets.
		This model will be developed in full by PCNs under the Network Contract DES by 2023/24. The minimum national activity levels for all elements of the model will increase gradually over time in line with increases in capacity. As part of the national requirements, PCNs will need to contribute to their ICS plan and the ICS will also need to set out what it is doing locally, given some of the services are best delivered within a framework of wider local coordination and support.
April 2021	CVD Prevention and Diagnosis	PCNs will have a critical role in improving prevention, diagnosis and management of cardiovascular disease. The Testbed Programme will test the most promising approaches to detecting undiagnosed patients, including through local pharmacies, as well as managing patients with high risk conditions who are on suboptimal treatment.
April 2021	Tackling Neighbourhood Inequalities	This service will be developed through the Testbed Programme. Through drawing on the existing evidence and programme, some of which is summarised in Chapter 2 of the <i>NHS Long Term Plan</i> and its annex on wider social goals, the testbed cluster will seek to work out what practical approaches have the greatest impact at the 30,000 to 50,000 neighbourhood level and can be implemented in PCNs. The specification will include good practice that can be adopted everywhere, tailored to reflect the specific context of PCN neighbourhoods.