# Annex C – Memorandum of Understanding

## Memorandum of Understanding (MoU)

For the

**General Practice Resilience Programme (GPRP)**

Between

Insert DCO area, NHS England (Commissioning Board)

**[NHS England]**

and

Insert GP Practice name

**[Practice]**

**Ref:** Click here to enter text.

**Date:** Click here to enter a date.

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**Parties**

1. **NATIONAL HEALTH SERVICE COMMISSIONING BOARD** of Quarry House, Quarry Hill, Leeds, LS4 7UE (**NHS England**).
2. **INSERT GP PRACTICE NAME** of Insert GP Practice address / Registered office of Practice (**the Practice**).

### BACKGROUND & PURPOSE

* 1. This MoU forms part of the General Practice Resilience Programme (GPRP) guidance which describes how NHS England sets out how to provide ‘upstream’ support to practices experiencing difficulty by investing £40m over the next four years to support primary care general practice. The guidance can be found here: <https://www.england.nhs.uk/ourwork/gpfv/resilience/>
  2. This MoU is to be used to provide clarity and understanding of the support services being provided to the Practice by NHS England and/or a third party supplier (Supplier) as set out in Appendix 1 of this MoU (Improvement Plan) and provide assurance on what can be expected as part of the GPRP.

### PRACTICE ROLES AND RESPONSIBILITIES

* 1. The Practice will be expected to fully engage in the GPRP working with NHS England and any Supplier to ensure effective use of resources in a timely and effective manner.
  2. The Practice acknowledges that a high level of commitment is essential for optimal impact and the Practice will make available such staff as are required to develop and implement the Improvement Plan at the request of NHS England/the Supplier.
  3. The Practice will adopt an open approach and engage effectively with other stakeholders including other practices, the local medical committee and patients (including the patient participation group) where appropriate to enable an inclusive approach to the Improvement Plan set out in this MOU.
  4. The Practice will share all information with NHS England and/or the Supplier that is relevant to the delivery of the Improvement Plan of this MOU.
  5. The Practice retains full responsibility for all aspects of their contractual and professional obligations regarding the provision of primary medical care services to their patients.
  6. The Parties have entered into this MoU in good faith to improve the Practice as set out in this MoU.

### NHS ENGLAND ROLES AND RESPONSIBILITIES

* 1. NHS England will secure the provision of the Support Services as set out in Appendix 1 (Improvement Plan) paragraph 2 (Support Services) of this MoU. The Support Services may be provided by NHS England or by a third party supplier (the Supplier) at the discretion of NHS England and may be withdrawn with a given notice period , in accordance with [Clause 1](#_TERMINATION)2 (Termination) of this MoU.
  2. NHS England may share any relevant information with the Supplier and Practice that may help inform the delivery of the Improvement Plan subject to Clause 9 (Confidentiality) of this MoU.

* 1. NHS England will be responsible for holding the Supplier to account where agreed actions have not been completed or delivered in accordance with this MoU.

### KEY OBJECTIVES FOR THE MoU

* 1. The parties shall sign up to the Improvement Plan to achieve the key objectives set out in Appendix 1 (Improvement Plan) Paragraph 1 (Key Objectives) of this MoU.

### PRINCIPLES OF COLLABORATION

* 1. All parties to this MoU will use their reasonable endeavours to co-operate in the implementation of the Improvement Plan in order to effectively address the resilience and sustainability of the Practice, in the overall interests of patients.
  2. All parties will adhere to the terms set out in this MoU and supporting appendices.

### GOVERNANCE

* 1. NHS England retains the overall responsibility for the GPRP and has nominated strategic and operational leads who will act as key points of contact for the Practice and NHS England. For the purposes of the Improvement Plan:

1. The Strategic Lead shall be Insert name and contact details of strategic lead
2. The Operational Lead shall be: Insert name and contact details of operational lead
   1. The Strategic Lead will act for NHS England in providing strategic oversight and direction of the Improvement Plan as part of the wider oversight and governance of the GPRP in relation to the Practice. The Strategic Lead must be a member of NHS England.
   2. The Operational Lead will liaise on all operational matters relating to the agreed contributions to support delivery of the Improvement Plan and advise the Strategic Lead, providing assurance that the Key Objectives are being met and that the Improvement Plan is performing within the boundaries agreed with the Practice. The Operational Lead may be a member of NHS England or a representative nominated by NHS England.
   3. The Practice shall nominate a Practice Lead and notify NHS England of the name and contact details of the Practice Lead. For the purpose of the Improvement Plan:
3. The Practice Lead shall be: Insert name and contact details of practice lead
   1. The Operational Lead and the Practice Lead shall agree the Improvement Plan and Key Objectives, and will identify the commitments to support its delivery. The Strategic Lead will then approve the Improvement Plan for implementation.

### REPORTING

* 1. The PRP will be continually evaluated. Practices will be required to report on progress of the Improvement Plan as well as support any other reporting requirements agreed between the parties.
  2. Reports should wherever possible utilise existing systems of communication between the parties, and be reasonable in accordance with the capacity of the Parties and/or reflective of the requirements of the Improvement Plan. Reporting will not be onerous, and will not be the basis of any performance management of the contract. Frequency and content of reporting will be as follows:

DRAFTING NOTES: Insert details of agreed reporting here e.g. delivery of progress against any key milestones agreed, assessment of support and its effectiveness when key objectives delivered.

Each paragraph inserted here must be formatted as followed:



### ESCALATION

* 1. If either party has any issues, concerns or complaints about the Improvement Plan, or any matter in this MoU, that party shall notify the other party and the parties shall then seek to resolve the issue by a process of negotiation to decide on the appropriate course of action to take.
  2. If the issue cannot be resolved within a reasonable time the matter shall be escalated by the Practice Lead and/or the Operational Lead to the Strategic Lead for resolution who may seek advice of the local medical committee in reaching their decision.

### CONFIDENTIALITY

* 1. NHS England recognises that the success of the GPRP relies on the Practice being open with the Supplier and that the Support Services may raise the need to address sensitive issues for the Practice. Where this applies, NHS England may accept that the Practice and the Supplier may enter into a confidentiality agreement to protect certain aspects of data collected by the Supplier in their role of providing the Support Services.

### DURATION

* 1. It is important that the GPRP supports as many practices as possible; therefore the Improvement Plan will need to be time-limited to meet the strategic objectives of the wider GPRP. The Improvement Plan should describe an agreed exit strategy. Where there is an identified ongoing need, this MoU may be extended at the sole discretion of NHS England to offer an additional period of support to the Practice subject to availability of resources.
  2. This MoU shall become effective upon signature by both parties, and will remain in effect until Click here to enter a date or the date the Improvement Plan is delivered, whichever is the sooner, unless otherwise varied or terminated by the parties.

### VARIATION

* 1. Save for the circumstances described in Clause 10.1 this MoU, including the corresponding appendices, may only be varied by written agreement of both parties.

### TERMINATION

* 1. Either party may terminate this MoU by giving at least three months' notice in writing to the other party without reason.
  2. In addition, NHS England may terminate this MoU by giving at least one months’ notice in writing to the Practice where, acting reasonably, and in discussion with the local medical committee as the representative body, it considers that the Practice has failed to cooperate or to fulfil its roles and responsibilities under this MoU.
  3. Where the termination is not a mutual agreement, Parties should refer to Clause 8 (Escalation) of this MoU.

### CHARGES AND LIABILITIES

* 1. Except as otherwise stated in this MoU, the parties shall each bear their own costs and expenses incurred in complying with their obligations under this MoU.

* 1. The parties agree to make the contributions set out in Appendix 2 (Contributions) to this MoU. The Support Services provided by NHS England (or by a Supplier on its behalf) are made at NHS England’s absolute discretion and may be changed or withdrawn, providing reasonable notice is given to the Practice where such notice is practicable.
  2. Except as otherwise stated in this MoU, both parties shall remain liable for any losses or liabilities incurred due to their own or their employee's actions. Neither party intends that the other party shall be liable for any loss it suffers as a result of this MoU.

### STATUS

* 1. This MoU is not intended to be legally binding, and no legal obligations or legal rights shall arise between the parties from this MoU. The parties enter into the MoU intending to honour all their obligations.
  2. Nothing in this MoU is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party as the agent of the other party, nor authorise either of the parties to make or enter into any commitments for or on behalf of the other party.

### SIGNATORIES

|  |  |
| --- | --- |
| Signed for and on behalf of **NHS England** |  |
| Insert representatives’ name  Insert representatives’ role  Insert DCO team | (Signature)    (Date) |

|  |  |
| --- | --- |
|  | |
| Signed for and on behalf of **Insert Practice name** | |
| Insert representatives’ name  Insert representatives’ role | (Signature)    (Date) |

### 

### CONTACT POINTS

|  |  |
| --- | --- |
| Strategic Lead – NHS England | |
| Name: | Insert representatives’ name |
| Role: | Insert representatives’ role |
| Address: | Insert representatives’ address |
| Phone number: | Insert representatives’ phone number |
| Email: | Insert representatives’ email address |

|  |  |
| --- | --- |
| Operational Lead – Insert representative’ organisation name | |
| Name: | Insert representatives’ name |
| Role: | Insert representatives’ role |
| Address: | Insert representatives’ address |
| Phone number: | Insert representatives’ phone number |
| Email: | Insert representatives’ email address |

|  |  |
| --- | --- |
| Practice Lead – Insert representative’ organisation name | |
| Name: | Insert representatives’ name |
| Role: | Insert representatives’ role |
| Address: | Insert representatives’ address |
| Phone number: | Insert representatives’ phone number |
| Email: | Insert representatives’ email address |

## 

## Appendix 1 - Improvement Plan

### KEY OJECTIVES

* 1. The key objectives for developing greater sustainability and resilience are set out below.
  2. These key objectives form the basis of the operational delivery of the Improvement Plan to secure greater sustainability and resilience and present achievable aims for the agreed period of support.
  3. The objectives should be grouped into three main categories which centre around:

1. securing operational stability;
2. developing more effective ways of working; and
3. working towards future sustainability, including if appropriate helping practices to explore new care models
   1. The key ‘SMART’ objectives of this Improvement Plan are:

DRAFTING NOTES: Insert key ‘SMART’ objectives here. Each paragraph inserted here must be formatted as followed:

### THE SUPPORT SERVICES

* 1. The Support Services to deliver this Improvement Plan are:

DRAFTING NOTES: Insert details of the support services as agreed to be provided by NHS England and/or commissioned to a Supplier to deliver the objectives of this improvement plan.

You may insert text from or imbed the documentation as part of any procurement activities in commissioning a Supplier, then providing a summary of the Support Services here and within the table in Appendix 2 (Contributions).

Each paragraph inserted here should be formatted as followed:

## Appendix 2 – Contributions

### DESCRIPTION OF CONTRIBUTIONS

* 1. This MoU does not act to pass financial or resource contributions between the parties, but the details of any contributions that will be made by either party shall be set out here. The terms of any financial assistance (if included) will be set out in a separate agreement.
  2. The Operational Lead should for example confirm and describe which of the menu of services will be commissioned on behalf of the Practice and agree with the Practice Lead what commitments will be required from the Practice in order for the Improvement Plan to be delivered. Note this list is not intended to be exhaustive and may be modified as required.
  3. NHS England has stated it may on occasion use its powers under Section 96 of the 2006 NHS Act to achieve the aims of GPRP by providing financial assistance to a practice for the purposes of securing the provision of Support Services. Any such financial assistance is at the discretion of NHS England and may be withdrawn at any time, in accordance with Clause 12 (Termination) of this MoU.

|  | **Theme** | **Description of service commissioned or agreed to support Improvement Plan** | **NHS England contribution** | **Practice ‘in kind’ contribution** |
| --- | --- | --- | --- | --- |
|  | Rapid intervention and management support for urgent support to practices at risk of closure | Insert text here as required or state not applicable | Insert text here as required or state not applicable | Insert text here as required or state not applicable |
|  | Diagnostic services to quickly identify areas for improvement support. | Insert text here as required or state not applicable | Insert text here as required or state not applicable | Insert text here as required or state not applicable |
|  | Specialist advice and guidance – e.g. Operational HR, IT, Management, and Finance | Insert text here as required or state not applicable | Insert text here as required or state not applicable | Insert text here as required or state not applicable |
|  | Coaching / Supervision / Mentorship as appropriate to identified needs | Insert text here as required or state not applicable | Insert text here as required or state not applicable | Insert text here as required or state not applicable |
|  | Practice management capacity support | Insert text here as required or state not applicable | Insert text here as required or state not applicable | Insert text here as required or state not applicable |
|  | Coordinated support to help practices struggling with workforce issues | Insert text here as required or state not applicable | Insert text here as required or state not applicable | Insert text here as required or state not applicable |
|  | Change management and improvement support to individual practices or group of practices | Insert text here as required or state not applicable | Insert text here as required or state not applicable | Insert text here as required or state not applicable |
|  | Personal resilience training | Insert text here as required or state not applicable | Insert text here as required or state not applicable | Insert text here as required or state not applicable |
|  | Insert text here as required or state not applicable. Add rows as required. | Insert text here as required or state not applicable | Insert text here as required or state not applicable | Insert text here as required or state not applicable |