

Memorandum of Understanding Between SHEFFIELD LOCAL MEDICAL COMMITTEE (LMC) AND PRIMARY CARE SHEFFIELD (PCS)

PREAMBLE

Description of Organisations

This Memorandum of Understanding (MOU) describes the relationship between Sheffield Local Medical Committee (LMC) and Primary Care Sheffield (PCS).

Sheffield LMC has a non-voting representative in attendance at PCS Board meetings and PCS has a non-voting representative co-opted onto the LMC.

The LMC

The LMC is the representative body of all GPs working in general medical practices in Sheffield under NHS contracts. The LMC is structured to support all NHS GPs whatever their contractual status, including GMS, PMS, APMS contractors, sessional and freelance GPs (including out of hours GPs) and GP Registrars.

The LMC is the only elected professional body that represents the views of all local GPs and practice teams at a national, regional and local level, on issues of local interest to general practice.

The LMC is an independent, self-financing body with statutory and other functions. It is not a trade union.

PCS

PCS is a company limited by shares with a social purpose, set up and owned by Sheffield General Medical practices. PCS's current shareholder base is coterminous with the practices represented by Sheffield LMC and member practices of NHS Sheffield Clinical Commissioning Group (CCG).

PCS is a provider of both core general practice through GMS and APMS contracts and a provider of primary care at scale. As a provider of Primary Care PCS is a member of Sheffield's

Accountable Care Partnership within the structure of which it seeks to act in the interests of its shareholders, Sheffield's GP Practices.

Now, therefore, the parties, PCS and Sheffield LMC, agree to collaborate as follows:

I PURPOSE

This MOU outlines the basis upon which the LMC and PCS have agreed to collaborate in the following areas:

1. When a commissioner chooses to commission new services at a population level, PCS may negotiate a contract with the commissioner. If PCS wishes to subcontract to or develop service level agreements with practices, PCS will seek LMC advice and input into the development of such subcontracts or agreements.
2. When a commissioner wants to commission services directly from practices, the LMC should continue to represent practices. Practices may wish to subcontract services to PCS or ask PCS to help coordinate delivery of contacts. The LMC will offer advice and support to both parties in this process.
3. When a commissioner chooses to take a service already commissioned from individual general practices and attempts to recommission at a population level, whether through a single tender waiver or through a procurement process, PCS will seek LMC advice and input to develop the best approach for practices and patients.
4. Where there are services commissioned directly from Sheffield CCG, Sheffield City Council (SCC) and NHS England (NHSE), that may impact on the workforce in general practice the LMC and PCS will work together to minimise the impact on practices.
5. This MOU is intended to describe the general terms and conditions of the parties' relationship. To the extent that certain projects require more detail, the terms and conditions of such projects shall be set forth in statements of work that shall be attached to this MOU and deemed incorporated herein.
6. The LMC and PCS will meet regularly or as required to discuss areas of mutual interest for the benefit of general practice in Sheffield.
7. Both parties recognise the establishment of Sheffield's Accountable Care Partnership, of which PCS is a partner. The parties therefore acknowledge the need to establish clear channels of communication and mechanisms for discussion of any plans within the scope of the ACP that are likely to impact on General Practice.

8. The parties agree that, working in accordance with the details as described in this MoU, PCS will:

- Work with partners within the ACP regarding proposals for 'at scale' and integrated working;
- Enter into discussions with the commissioners and other providers regarding how Sheffield practices can best participate in and deliver collaborative working initiatives and how best PCS can represent the interests of its shareholding practices.

For the avoidance of doubt this does not give any right or authority to PCS to commit or bind Practices in any way or to supersede the role of the LMC as the statutory representative body for general practice in Sheffield.

9. Both Parties along with NHS Sheffield CCG have co-produced a 'key principles for future General Practice' document which we believe should underpin any future strategic development of General Practice. (See Appendix A)

II TERMS OF COLLABORATION

Each party will share information and knowledge to the benefit of member practices to enable the latter to meet the challenges of changes in the local health system including new ways of working collaboratively to deliver services to patients.

III CONFIDENTIALITY

Each party understands that the other party may disclose confidential business information to the other party as defined in this section in connection with the discussions and advice under this MOU. Confidential information means (a) all information disclosed in tangible form by either party and marked "confidential" or "commercial in confidence", and (b) all information disclosed orally or otherwise in intangible form by one party and designated as confidential or commercial at the time of disclosure.

Both parties agree to protect confidential information (whether disclosed before or after the effective date of this agreement) from unauthorized use, dissemination or publication by using the same degree of care, but not less than a reasonable degree of care as the party uses to protect its own confidential or commercial information of a similar nature. The 'receiving party' will limit the use of and access to the 'disclosing party's' confidential information to the receiving party's members who have a demonstrable need to know, who have been notified that such information is confidential information and who are under binding obligations of confidentiality no less restrictive than those of this agreement.

The receiving party's obligation to protect confidential information under this agreement will expire twelve months from the date of expiration or termination of this MOU.

IV INFORMATION AND COMMUNICATION

This collaboration will be coordinated through the office of the LMC and through the nominated representative of PCS.

V FUNDING

The parties under this MOU may jointly seek funding to implement the activities of the collaboration. Potential donors and funding agencies shall be sought through joint efforts to achieve the goals and objectives of this MOU. The parties agree that, unless otherwise provided for in this MOU, the financial arrangement for any project undertaken under this MOU (whether it be for research, education or otherwise) will be set forth in the applicable 'statement of work'.

VI ADDRESSES OF PARTIES

Sheffield LMC, Media House, 63 Wostenholm Road, Sheffield S7 1LE.

PCS, Darnall Primary Care Centre, 290 Main Road, Sheffield, S9 4QH

VII MISCELLANEOUS

This MOU is valid for an initial period of two years commencing on the date of signing this MOU by the signatories of the representative institutions. The signing of the MOU will be followed by a review and assessment and may be extended on mutual agreement. This MOU may not be amended or modified except with the written consent of both parties. Neither party may assign or subcontract its rights or obligations under this MOU in whole or in part without the prior written consent of the other party.

Either party can terminate this MOU for any reason, without liability, by giving a written notice to the other party of not less than thirty (30) days prior to termination. Notwithstanding the foregoing, either party may terminate this MOU at any time upon written notice to the other party if the other party: (i) materially breaches this MOU, including the terms of any statement of work, and fails to cure such breach within fourteen (14) days after receiving written notice of such breach from the non-breaching party; (ii) ceases to do business in the normal course; or (iii) becomes or is declared insolvent or bankrupt. PCS may terminate this MOU at any time upon written notice to the LMC if there are any changes in the regulatory, licensure or accreditation requirements or standards that, in the reasonable judgment of PCS, materially affect its ability to fulfill its obligations under this MOU or PCS's core function is jeopardized.


Nothing contained in this MOU will be construed as creating any agency, partnership, joint enterprise or other similar relationship between the parties. The relationship between the parties will at all times be that of independent parties. Neither party will have authority to

contract for or bind the other in any manner whatsoever. This MOU confers no rights upon either party except those expressly granted herein, and does not confer any right upon either party to make any representation or commitment on behalf of the other.

If because of a force majeure, either party is unable to perform in whole or in part its obligations as set forth in this MOU, then such party will give the other party prompt written notice of such cause, and will be relieved of those obligations to the extent it is unable to perform for as long as such cause continues or for fourteen (14) days, whichever is shorter.

Dated this 17th day of MAY 2018.

Signed on behalf of Sheffield LMC:



Name ANASTASIA BRADLEY

VICE CHAIR

Post

17/5/18.

Date

Signed on behalf of PCS:



Name

CEO

Post

Dr. A.M. Hilton

Date 15-5-18.

KEY PRINCIPLES FOR FUTURE GENERAL PRACTICE AND ITS ROLE IN THE DELIVERY OF PRIMARY CARE IN SHEFFIELD

- General Practice and its individual practice units are the cornerstone of Primary Care and fundamental to the survival of the NHS.
- The role of the GP should be reaffirmed as a generalist managing complexity, uncertainty and undifferentiated illness in the context of continuity and ongoing care and applying evidence based practice within the context of the individual patient.
- The practice based list is fundamental to the safe delivery of care to maintain the doctor / patient relationship and family centred medicine.
- General Practice in Sheffield, whether operating in individual units or at scale, should deliver high quality, consistent and co-ordinated healthcare which is respondent to variations in local needs and seeks to tackle health inequalities.
- The independent contractor status is valued and should be preserved wherever partnerships remain committed to do so, whilst recognising the need for practices to adapt to and be integrated into wider Primary Care delivery, coordinated at scale, within an Accountable Care System.
- Practices that are struggling or that wish to move away from the independent contract should be supported by a Primary Care response that enables them to deliver services that achieve the agreed outcomes for their population, and that are integrated within the wider system approach.
- Transformation in Primary Care requires wider system support and investment as activity shifts from hospitals into the community. This needs to be through a mixture of a transfer of resource directly into General Practice and Primary Care, additional wrap around services and community development, and flexibility in the way organisations work to allow greater integration.
- In recognising the need to attract more GPs and allied health professionals into primary and community care, practices should be supported to overcome workforce recruitment and employment challenges through greater workforce diversification.
- Career progression in General Practice should be more clearly defined, supporting junior GPs to make the right decisions and develop themselves, whilst ensuring the skills and experience of senior GPs are targeted to where they can have the greatest impact, including training in overseeing a team of allied health professionals as a senior clinical decision maker.
- The Neighbourhood models should look at appropriate units of wrap-around services to support local groups of practices working together at their own defined pace with support from a citywide provider organisation.
- Resource allocation should recognise the importance of the practice unit in delivering safe, sustainable and value-for-money general practice services in primary care transformation.