

Greater Manchester Health and Social Care Strategic Partnership Board

5

Date: 30 June 2017

Subject: Transformation Theme 2 – General Practice Support and Resilience

Report of: Dr Tracey Vell, Associate (Clinical) Lead Primary Care, GMHSC Partnership

SUMMARY OF REPORT:

The GM Health and Social Care Partnership, in conjunction with CCGs, Local Medical Committees and GP Federations are in the process of developing a GP Excellence programme that will support General Practice and act as a programme for improvement. This will form part of the a wider programme of primary care reform to deliver the commitments of the GP Forward View and delivery of the GM Strategy for Primary Care.

KEY MESSAGES:

As presented through the Primary Care Reform proposals, the GP Excellence programme will provide world class support to General Practice and deliver sustainable quality improvement. System-wide engagement has been undertaken, working with CCGs, LMCs, GP Providers, primary care networks and local providers to progress definition of programme delivery. A strategic partnership has been developed with the Royal College of General Practice to bring to the programme their extensive experience, resource and knowledge base.

PURPOSE OF REPORT:

The purpose of this report is to provide an overview of the GP Excellence Programme model that will be implemented across Greater Manchester and highlight the progress made to date, together with the identification of next steps.

RECOMMENDATIONS:

The Strategic Partnership Board is asked to:

- Support the signing of the Memorandum of Understanding between RCGP and GMHSCP.

- Support the implementation of the GP Excellence Programme within the localities of GM.

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1.0 INTRODUCTION

- 1.1. The Primary Care Reform programme delivers the Greater Manchester response to the General Practice Forward View and funding of £41.2m has been secured from the GM Transformation Fund to deliver the programme of reform over four years. A key part of the Reform Programme is the GP Excellence Programme (formerly referred to as the GP Resilience programme) which will support GP practices through delivery of a wide menu of support that will help practices to become more sustainable and resilient, better placed to tackle the challenges they face now and into the future, and securing continuing high quality care for patients. This programme will supplement existing mechanisms of support to General Practice and will work with Localities so as to align with existing quality improvement initiatives. It is acknowledged that primary day to day support for GPs will be through their clinical networks for peer review and support within the overall Local Care Organisation (LCO) framework, with additional support from the commissioners.
- 1.2. The role of GP Federations in the emerging LCO framework will be integral delivery partners to the programme in order to build resilience in primary care and to support delivery of new models of care at a Locality level and within the hubs of 30k-50k population.
- 1.3. Of the £41.2m secured, up to £2m of this has been identified to fund the GP Excellence Programme.
- 1.4. In order to ensure that primary care can deliver on the ambitious primary care reform programme across Greater Manchester, the GP Excellence Programme will:
 - Become a single world class unit which will support General Practice and act as a programme for improvement.
 - Identify best practice and areas of excellence from elsewhere, supporting practices to develop these models locally.
 - Offer a coherent and consistent offer in terms of rescue, resilience and improvement.
 - Provide a systematic response at a locality level however must also be responsive to individual practice requirements and crisis response.
 - Embrace the excellent practice which is taking place across Greater Manchester, ensuring mechanisms to share best practice.
 - Adopt a proactive approach to identifying improvements earlier rather than in the reactive sense, e.g. following CQC inspection.
 - Have an understanding of the needs of practices in order to be able to respond.

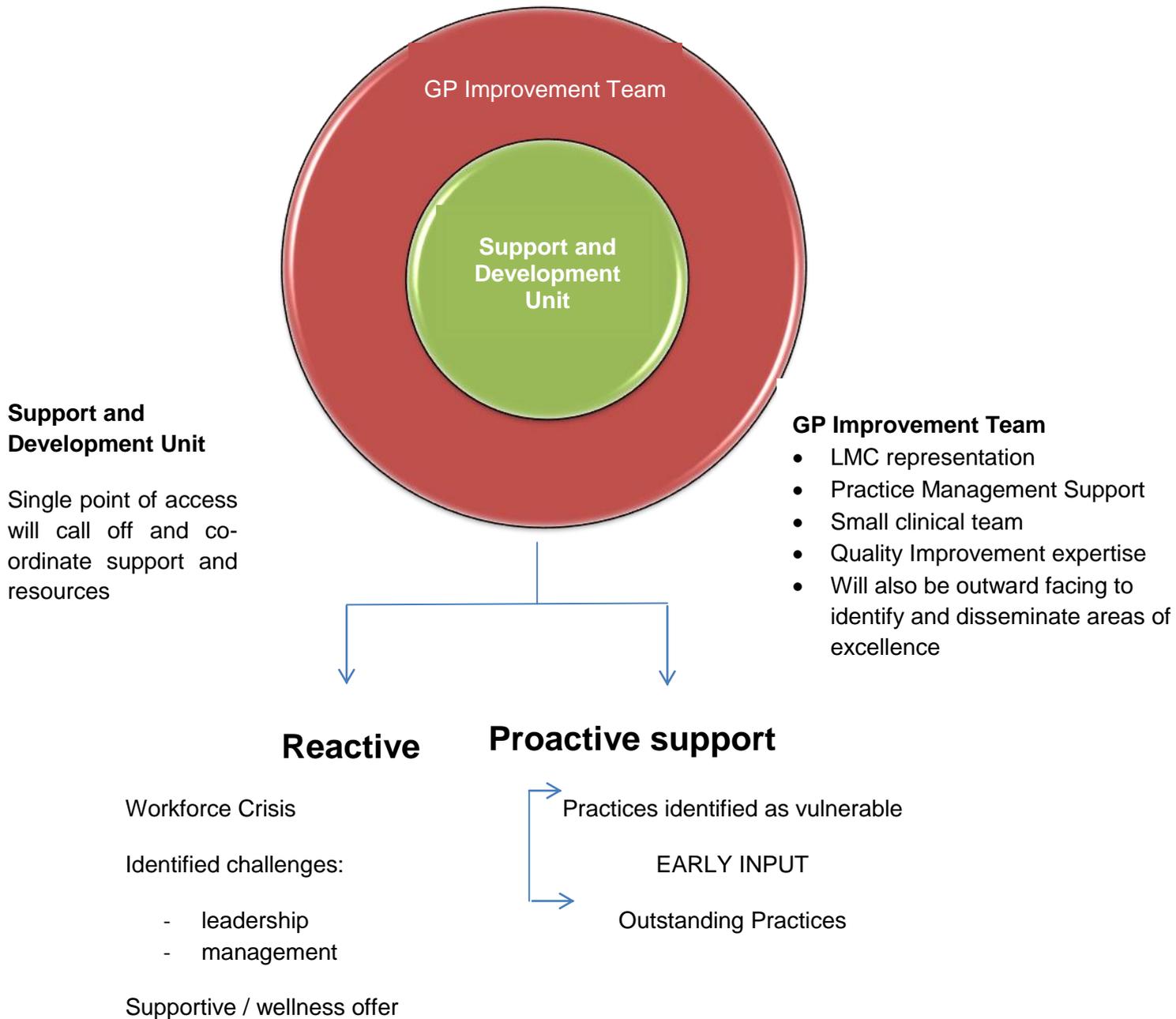
- Support practices in undertaking the diagnostic tool to identify improvements.
- Foster a sharing and learning environment across GM which will include a repository or portal of best practice, case studies, standard documentation etc, which practices and commissioners can access
- Adopt quality improvement methodologies in order to sustain change whilst developing capability
- Develop our clinical leaders to enable them to offer peer support or more formal arrangements to support general practice.
- To drive excellence across GM which will be enabled by business intelligence in order to facilitate peer to peer discussions, comparative analysis, identification of best practice and the development of quality pathways.

2.0 THE GM MODEL

2.1 Central to the GP Excellence model will be a co-ordination unit that will serve as the single point of access for GP practices, Local Medical Committees and CCGs. It will have a clear focus on support and development rather than performance management and contractual compliance. The unit will primarily co-ordinate packages of support through identified teams within each locality, however there may be instances when support is sought further afield when specific expertise is required or a sensitive issue has been identified. The menu of support will range from helping to stabilise practices at risk of closure through to more transformational support. This could include:

- Diagnostic services to quickly identify areas for improvement support
- Specialist advice and guidance e.g. human resources, IT
- Coaching/Supervision/Mentorship
- Practice Management Capacity Support
- Rapid Intervention and management support for Practices at risk of closure
- Co-ordinated support to help practices struggling with workforce issues
- Change management and improvement support to individual practices or group of practices
- Work with the university academic departments to both support and evaluate Innovation

2.2 A Greater Manchester Programme for General Practice Resilience



3.0 PROGRESS TO DATE

- 3.1. A GM Excellence Working Group comprising of representatives from Local Medical Committees, GP Federations, CCGs and the GM Health and Social Care Partnership has been established. The aim of the Group is to further develop the model for GM and steer the programme through to implementation. A workshop was held in March 2017 with GM Primary Care Leads and Local Medical Committee Chief Officers to consider the key issues affecting General Practice and identify

what the immediate priorities should be for the GM Excellence Programme and the support that it could offer.

- 3.2. The GM Health and Social Care Partnership is also engaging with a range of groups to ensure that key stakeholders are involved in the development and shaping of the programme, including CCG quality improvement leads, the GM Practice Manager Forum and the GM General Practice Advisory Group.
- 3.3. In addition, a stocktake exercise has been undertaken to capture the support that is currently available for General Practice within localities to identify areas of good practice and review what elements could be scaled up to a GM level. The GM offer will need to complement what was currently happening in localities, in addition to being responsive to local needs.

4.0 STRATEGIC PARTNERSHIP WITH THE ROYAL COLLEGE OF GENERAL PRACTITIONERS

- 4.1. Nationally and locally, the Royal College of General Practitioners (RCGP) have provided significant support to date with practices in crisis and requiring improvement to meet quality standards, such as CQC compliance.
- 4.2. The GM Health and Social Care Partnership has developed an agreed approach with the Royal College of General Practitioners to deliver together a programme of support and development delivering sustainable and resilient primary care through general practice.
- 4.3. It is recognised that the Royal College has access to a significant repository of evidence-based practice to deliver successful improvement in general practice. Through this strategic partnership the GP Excellence programme shall be able to work with the College to avail itself of this knowledge base.
- 4.4. It is planned for members of the College to lead the programme working with the programme co-ordination unit contributing expertise and advice from the college in discharging support and development to general practice and the GM primary care system.
- 4.5. To this end, a Memorandum of Understanding will be entered into between the Partnership and the RCGP.

5.0 NEXT STEPS

- 5.1. The Working Group will continue to meet until the programme is formally launched at the Strategic Partnership Board in June 2017. It is envisaged that the group will then develop into an oversight group for the programme with representatives from each locality (LMC, CCG and/or GP Federation).
- 5.2. Discussions will be taking place with potential local providers of support, seeking to build on assets within Greater Manchester and to understand what their offer might

be to localities. The locality delivery model is targeted at individual practices, delivery hubs of 30k-50k population and Locality Care Organisations, (LCOs) and all will be part of this process. GP Federations will be involved in terms of the delivery within hubs and at LCO level. It is important to recognise that the GP Federation organisations of Greater Manchester are at different levels of maturity and ability to support across the range of needs likely to be presented by their member practices. .

- 5.3. A bank of subject matter experts or “professional associates” will be established so that expertise can be drawn on to help to address issues such as practice management, recruitment issues, and supporting capacity to plan and implement changes. A skills inventory will be developed for a range of core competencies and volunteers across GM will be sought.

6.0 RECOMMENDATIONS

6.1 The Strategic Partnership Board is asked to:

- Support the signing of the Memorandum of Understanding between RCGP and GMHSCP.
- Support the implementation of the GP Excellence Programme within the localities in GM.



Date of agreement: 30th June 2017

Securing productive collaborative working between Greater Manchester and The Royal College of General Practitioners to deliver a programme of support and development delivering sustainable and resilient primary care through general practice.

A memorandum of understanding between the Greater Manchester Health and Social Care Partnership and the Royal College of General Practitioners

The parties (together the “**Parties**” and individually a “**Party**”) to this memorandum of understanding (“**MoU**”) are:

1. **The Greater Manchester Health and Social Care Partnership**, a body made up of the 37 NHS organisations and councils in the city region, which is overseeing devolution and taking charge of the £6bn health and social care budget, of 4th Floor, 3 Piccadilly Place, London Road, Manchester M1 3BN (referred to as the “**GM HSCP**”); and
2. **The Royal College of General Practitioners**, a company incorporated in England and Wales with registered number RC000457, and a charity with registered number 223106, of 30 Euston Square, London NW1 2FB (referred to as the “**RCGP**”).

Background

- A The GM HSCP and the RCGP have agreed to define collaborative working arrangements through which both Parties can use their respective skills and meet their organisational aims, for the benefit of primary care in, and the people of, Greater Manchester.
- B This memorandum of understanding (“**MoU**”) sets out the shared goals, operating procedures and governance principles for the collaboration relationship between the GM HSCP and the RCGP.
- C This MoU is not legally binding except in the case of clauses below that specifically say they are legally binding.

D This MoU is confidential to the Parties. This paragraph (D) is legally binding.

1. Aims of the collaboration

1.1 The joint goal for the collaboration is to design and deliver the most appropriate and effective primary care service possible for the people of Greater Manchester with the resources and structures available.

1.2 Organisational statements:

- The goal of the GM HSCP is:

“To see the greatest and fastest improvement to the health, wealth and wellbeing of the 2.8 million people in the towns and cities of Greater Manchester.”

- The Charitable objects of the RCGP include:

“To encourage, foster and maintain the highest possible standards in general practice.”

2. Values of the collaboration

2.1 The Parties agree to observe the following principles:

- **Trust** – both Parties have a stake in striving for the best outcomes for the people of Greater Manchester.
- **Rigour** – collaborative work will strive to be evidence-based and will be underpinned with effective and transparent governance
- **Respect** – the Parties will recognise that while they have complementary aims and alignment, there will be differing perspectives and emphasis.
- **Ambition** – a shared goal of enhancing the health of Greater Manchester

3. Roles and responsibilities

3.1 The Parties will hold each other to account for their actions, share intelligence, offer solutions and pool resources as appropriate in order to keep delivery of agreed outputs on track.

3.2 The Parties are committed to mutually beneficial knowledge sharing and each Party will, where it believes appropriate, disseminate relevant agreements, outputs, messages and lessons learned with their networks and stakeholders and publish for wider understanding within and beyond the Parties.

4. Embedding RCGP expertise into the GM HSCP primary care team

4.1 The collaborative working arrangements will initially see RCGP clinician and managerial expertise working in the Greater Manchester Primary Care development team and will work in collaboration on GP Resilience and Development programmes of work. The arrangements and responsibilities of these roles will be provided in a separate agreement for services contribution which the Parties envisage will be for an initial period of 12 months but the Parties' shared intention is for it to continue for the foreseeable future.

- 4.2 The Parties envisage that there may be other agreements for services contribution between them for other services contributions that the Parties agree that the RCGP shall provide to the GM HSCP.

5. Governance

- 5.1 The collaboration contemplated by this MoU will be managed by a programme group, comprising clinical and management representatives of each Party at the appropriate level. The programme group may wish to formalise terms of reference for itself in due course, but the basic principle is that all Parties' views should be represented and that the Parties should work cooperatively to achieve consensus.
- 5.2 The GM HSCP will use the NHS England conflicts of interest and business conduct policies and EU and UK legislation as the default.
- 5.3 The Parties' staff involved in the collaboration pursuant to this MoU will be governed by the respective codes of business conduct and conflicts of interest policies of their employing organisations. [Any declarations must be made to their employing organisation in accordance with prevailing policies.]

6. Intellectual property

- 6.1 This clause 6 is legally binding.
- 6.2 Each Party and its licensors shall retain ownership of all their respective Pre-existing IPR.
- 6.3 This MoU does not transfer any interest in Intellectual Property Rights. All Intellectual Property Rights developed or created by one Party but not the other Party in the course of or pursuant to the collaboration pursuant to this MoU ("**Created IPR**") shall be owned by that Party.
- 6.4 All Foreground Intellectual Property developed or created by both Parties jointly, or otherwise developed or created by both Parties, in the course of or pursuant to the collaboration pursuant to this MoU ("**Joint IPR**") shall be jointly owned in equal and undivided shares by the Parties.
- 6.5 Each Party grants to the other Party a non-exclusive, royalty-free, perpetual licence both during and continuing perpetually after the period of the collaboration pursuant to this MoU, to use, and to grant sub-licences of, and otherwise exploit:
- 6.5.1 such granting Party's Created IPR; and
- 6.5.2 the Joint IPR,
- and the provisions of this clause 6.5 shall survive the expiry or other termination of this MoU for whatever reason.
- 6.6 Each Party shall immediately give written notice to the other Party of any actual, threatened or suspected infringement of which it becomes aware of such other Party's Intellectual Property Rights (including, without limitation, Created IPR) used in connection with the collaboration pursuant to this MoU or of any of the Joint IPR.
- 6.7 In this clause 6, the following terms have the following meanings:

“Foreground Intellectual Property” means any Intellectual Property Rights that arise or are obtained or developed by, or by a contractor on behalf of, either Party in the course of the collaborative activities pursuant to this MoU.

“Intellectual Property Rights” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world; and

“Pre-existing IPR” means, in relation to a Party or a licensor to a Party (**“licensor”** meaning any third party from whom such Party’s right to use Pre-existing IPR has derived) such Party’s or licensor’s Intellectual Property Rights.

7. Confidentiality

7.1 This clause 7 is legally binding.

7.2 **“Confidential Information”** means all confidential information (however recorded or preserved) relating to a Party (the **“disclosing Party”**), including information which would be regarded as confidential by a reasonable business person:

7.2.1 relating to the business, assets, affairs, customers, clients, suppliers, plans or intentions, of such disclosing Party or of any subsidiary (as defined in section 1159 of the Companies Act 2006) of such disclosing Party; or

7.2.2 save as provided in clause 6 of this MoU, relating to the operations, processes, product information, know-how, designs, trade secrets or software of such disclosing Party or of any subsidiary (as so defined) of such disclosing Party.

7.3 The provisions of this clause 7 shall not apply to any Confidential Information that:

7.3.1 is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its employees, officers, representatives or advisers (together its **“Representatives”**) in breach of this clause 7); or

7.3.2 was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party; or

7.3.3 was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party; or

7.3.4 the Parties agree in writing is not confidential or may be disclosed; or

7.3.5 is developed by or for the receiving Party independently of the information disclosed by the disclosing Party.

7.4 Each Party shall keep the other Party's Confidential Information confidential and shall not:

7.4.1 use such Confidential Information except for the purpose of carrying out the collaboration pursuant to this MoU or any agreement for services contribution entered into as contemplated by clause 4 of this MoU or exercising or performing its rights and obligations under this MoU or any such agreement for services contribution (each the "**Permitted Purpose**"); or

7.4.2 disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 7.

7.5 A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

7.5.1 it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and

7.5.2 it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause 7 as if they were a Party to this MoU,

and at all times, a Party making disclosures to any of its Representatives shall be liable for the failure of any such Representatives to comply with the obligations set out in this clause 7.

7.6 A Party may disclose the other Party's Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction.

8. Communication

8.1 The Parties will collaborate on, and jointly agree, joint promotional material (for example PR announcements) relating to the collaboration pursuant to this MoU or any agreement for services contribution entered into as contemplated by clause 4 of this MoU.

8.2 Notwithstanding clause 8.1, each Party shall be entitled to make its own public announcements concerning the collaboration pursuant to this MoU or any agreement for services contribution entered into as contemplated by clause 4 of this MoU.

8.3 Public statements made jointly by the Parties will give each Party parity of esteem.

9. Costs and Income

9.1 This clause 9 is legally binding.

9.2 In most cases, each Party's costs in relation to planning and communicating the collaboration pursuant to this MoU shall be borne and discharged by that Party itself.

9.3 The Parties envisage that they will have a minimum of two face to face meetings in Manchester each year, and it is assumed that otherwise the Parties will endeavour to control costs and enable time efficiency by meeting electronically where reasonably

practicable.

- 9.4 Where the GM HSCP appoints the RCGP to deliver services, there will be charges invoiced by the RCGP that are to be paid by the GM HSCP, but these will be the subject of the relevant agreement for services contribution entered into as contemplated by clause 4 of this MoU.

10. Data Protection

- 10.1 This clause 10 is legally binding.
- 10.2 In the event that the Parties share data, it will be on the understanding that data ownership is not changed. Data will be used only for the specific purpose for which it has been provided. With regard to the Parties' management and use of such data, all applicable provisions of the Data Protection Act 1998 (as amended or re-enacted) and (when it comes into force) the EU General Data Protection Regulation (regulation 2016/679) will apply. No data is allowed to be copied onto mobile devices or taken off-site, other than for backup storage. No such data shall be passed on to any third party except as permitted or required by law.

11. Governing Law and No Third Party Rights

- 11.1 This clause 11 is legally binding.
- 11.2 This MoU, and all negotiations and any agreements for services contribution envisaged by it, and any dispute or claim arising out of or in connection with any of them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.
- 11.3 A person who is not a party to this MoU shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this MoU. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

Each Party hereby confirms its agreement to the terms contained in this Memorandum of Understanding.

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Jeremy Reed, Executive Director,
Development and Enterprises
duly authorised for and on behalf of
**The Royal College of General
Practitioners**

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Lord Peter Smith, Leader, Wigan Council
duly authorised for and on behalf of
Greater Manchester Combined Authority

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Jon Rouse, Chief Officer
duly authorised for and on behalf of
**The Greater Manchester Health
and Social Care Partnership**

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Dr Tracey Vell, Associate Lead for Primary
and Community Care
duly authorised for and on behalf of
**The Greater Manchester General Practice
Advisory Group**