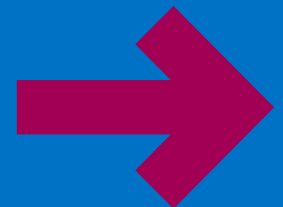


# Primary Care Co- Commissioning Memorandum of Understanding

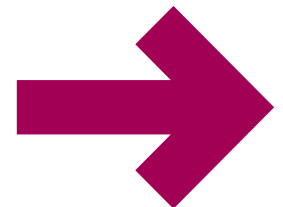
Paper 3. Core Principles

V1.4



# Introduction to the MOU

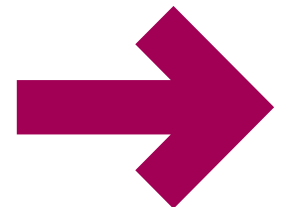
- Two documents have been created in order to support clarity of understanding between parties entering co-commissioning arrangements and forms an agreement between the parties on how they will deliver primary care commissioning functions.
  - **MoU Core Principles** (this document) aims to outline key pieces of information and act as a summary/introduction to;
  - **MoU Roles and Responsibilities** (accompanying excel doc) which outlines the key functions of Primary Care Commissioning and responsibilities of the various parties to enact them under the new arrangements



# Purpose of the MOU

The MOU is an agreement

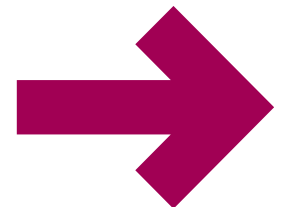
- To set out the common purpose of the parties in delivering primary medical care functions at both joint commissioning and delegated commissioning levels;
- To set out the period of the relationship
- To describe the relationship between the parties;
- To set out how each party shall contribute to the delivery of primary care functions;
- To define the expected performance of each party;
- To agree how disputes or failures to perform shall be addressed.



# Associated Documents

This document should be read in association with:

- Roles and Responsibilities MOU
- Scheme of Delegation for Level 3 Co-commissioning
- Local agreements for joint and integrated arrangements that have been agreed by the Director of Primary Care and relevant Accountable Officer
- Terms of Reference of Committees
- Next Steps towards Primary Care Co-commissioning



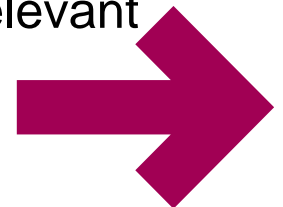
# Terminology

This document is intended for NHS England (London) and CCGs at both joint and delegated levels of commissioning

Separate documents may be created following local discussions to show variance between levels and local areas

Key terminology when reading these documents:

- “The Committee” refers to the decision making body. In joint commissioning this will include both CCG and NHS England representatives, in delegated this will be CCG only
- Level 2 /Joint Commissioning terms both refer to the co-commissioning option where NHS England and CCGs make joint decisions
- Level 3 / Delegated Commissioning terms both refer to full delegation of Primary Care Commissioning functions to the relevant CCGs



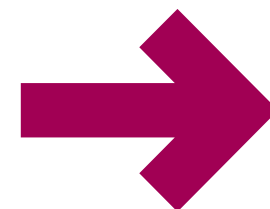
# Common Purpose

Enabling CCGs to have greater influence on decisions relating to primary medical care functions is intended to support the expansion and strengthening of primary care medical services. The purpose of primary care co-commissioning is to enable clinically led, optimal local solutions in response to local Joint Strategic Needs Assessments (JSNAs) and Joint Health and Wellbeing Strategies by;

- ✓ Harnessing CCG's clinical insight and energy to drive changes in their local health systems;
- ✓ Developing an integrated approach to improving healthcare by giving CCG's greater say over the commissioning of both primary care;
- ✓ Developing a more collaborative approach to designing local solutions for workforce, premises and information management and technology challenges.

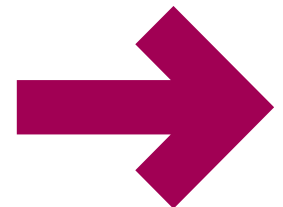
In doing so the parties shall ensure

- that CCG's and Committees have access to a fair share of the area team's primary medical care commissioning staff resources to deliver their responsibilities and manage outcomes;
- The NHS Regional team retains a fair share of existing resources to deliver all their ongoing primary medical care commissioning responsibilities and manage outcomes;
- All parties recognise and address potential conflicts of interest that may arise from the arrangements;
- All parties endeavour to secure consensus for all decisions and changes to the memorandum of understanding and other operational agreements.
- They share expertise and knowledge to enhance strategy, policy development and decision making; and
- Develop integrated primary care commissioning teams



# Period of the Agreement

- The Operational agreement is intended to cover the period between 1 April 2015 and 31 March 2016
- Parties shall agree any extension to the agreement by 1 September 2015
- Where any or all parties decide not to extend or to withdraw from the agreement they shall give 6 months notice of their intention.



# Relationship between the parties

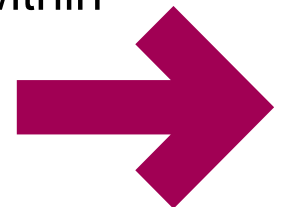
The MOU is a bilateral agreement between;

- The NHS England London Regional Team
- London SPG's and CCG's Committees

It is not proposed that the MoU is used as a contractual document. It is proposed that it is agreed by both parties and confirmed in writing. CCGs will also be asked to sign an SLA (under development by National Teams)

It is anticipated that the parties shall endeavour to deliver their responsibilities through mutual consensus and common agreement that:

- recognises limits in resources;
- the need for each party to continue to meet their existing organisational commitments;
- that there will be competing priorities that shall be managed within existing resources



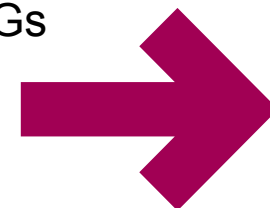


# The Regional Team's Responsibilities

The NHS England regional team will continue to provide an operational contracting function on a fair share basis\* to each SPG/CCG and Committee within the limits of their resources. This includes;

- Assessment and authorisation of national contract payments (includes QOF, DES and Premises);
- Ensuring systems and contracts are in place to make payments promptly and accurately;
- Undertaking Contract reviews and negotiation;
- Identifying risk in the provision of services;
- Making available policies, procedures and operating approaches
- Making available GP services to support decision making and strategy development;
- Providing expert advice and guidance;
- Securing services (APMS, Advanced Services and DES)
- To undertake engagement and consultation with relevant stakeholders
- Providing data and information required to support delivery of primary care functions
- Provision of some tasks that have been delegated to CCG's and SPGs

\* In the NHS England commissioning team structure allows for 8D and 8B support at each of the 5 SPG areas. The contracts team will support across all areas and will not have geographical assignment, as agreed by SPG leads and NHS England

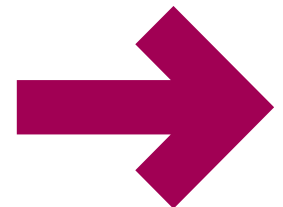


# Responsibilities of the Committee

A Committee\* will be established to:

- Deliver primary medical care commissioning functions;
- Determine defined applications for changes to contractual arrangements;
- Make decisions to secure new services;
- Assess and make recommendations about the quality of GP services;
- Support and agree strategic development and implementation
- Ensure that resources are managed and utilised effectively.

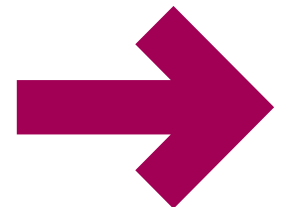
\* Either NHS England and CCGs if joint or CCGs only in delegated commissioning



## Regional Team Performance Standards

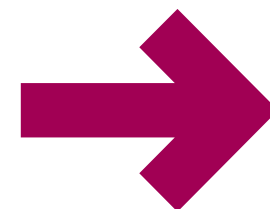
1. To make prompt and accurate payments to contractors
2. To make available, in a timely fashion to Committees/CCG's, any necessary information and data to support decision making, planning and strategic development
3. To respond to Provider queries and requests in a timely manner;
4. To ensure that reports are clear and concise and contain sufficient information to support decision making.
5. To act in accordance with Statutory Regulations, national direction and guidance and local policy

Please note: further detail regarding KPIs to be agreed



# RT Quantified Standards

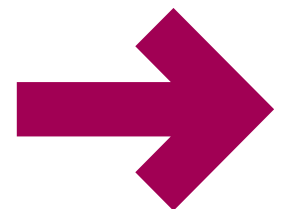
	Standard	Exclusion
1. Payments	The RT shall submit monthly and quarterly payment schedules for <b>all</b> practices to the PCSS in accordance with the national timetable.	Where delays are due to services or information provided by other parties Where contractors submit invoices for payments (APMS contracts)
2. Data and Information	The RT shall acknowledge <b>all</b> requests for information and data within 5 working days confirming when the information will be reasonably be made available to the CCG	Where the information or data is not routinely collected as part of contract management Where it has not been validated by providers
3. Queries	The RT shall acknowledge all queries within 5 working days and shall endeavour to provide a full response or an update with 20 working days.	Where further investigations are required Where the query relates to activities or functions outside the responsibility of the area team
4. Reports	Reports to be provided in accordance with the TOR of the Committee	Where a decision is required urgently in order to maintain patient safety or service continuity



# Committee Performance Standards

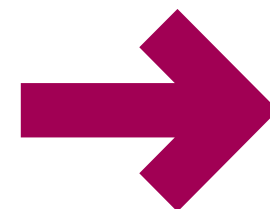
- To make decisions in a timely manner, ensuring continuity of safe and adequate services;
- To issue clear and concise notification of their decisions
- To act in accordance with Statutory Regulations, national direction and guidance and local policy;
- To act in fair and proportionate manner;
- To be transparent in all business conduct and decision making and
- To manage conflicts of interest

Please note: further detail regarding KPIs to be agreed



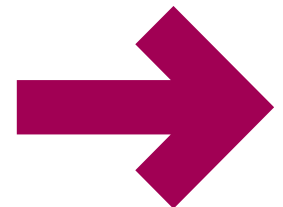
# Implementation and Review

- The RT shall appoint a Lead [Head of Primary Care] to liaise with and manage the relationship with each Joint Committee or Delegated CCG/SPG
- The RT Lead will support and contribute to joint and integrated working arrangements
- The RT Lead shall provide feedback to the RT, Joint Committees and Delegated CCG/SPG about the performance under the MOU, highlighting areas of concern or potential improvement
- All parties shall meet quarterly to review and revise the arrangements by mutual consent, (ref MOU user Group).
- Innovation and good practice shall be discussed and disseminated via quarterly meetings



# Escalation Processes

- Each party shall act in a reasonable and consensual manner to address failures, risks or concerns under the agreement;
- Where there are failures to perform each party will ensure that steps are taken to remedy any system failure, providing support and expertise where needed;
- Where concerns or failures cannot be resolved by mutual consent they shall be referred to a panel established by both parties who shall determine how the matter can be resolved in order to ensure safe and effective delivery of primary care functions
- It is likely this will include
  - Out of area lay members (e.g. 2)
  - A CCG accountable officer not related to the area in question
  - A Senior NHS England resource not related to the area
- All parties shall be bound by the resolution process



# Resolution Panel

A Panel will be established to review and resolve any concerns or failures under the MOU that have not be resolved through mutual consent. Any decision will be binding to all parties. The Panel will consist of the following membership:

- Two Committee lay members
- A Senior NHS England Director
- A CCG Accountable Officer/ Clinical Chair

Where possible the members shall not be from a AT, SPG or CCG associated with the concern or failure

