**ELR GP Federation Ltd**

**Chief Operating Officer Report – May 2018**

1. **Strategy and roles and responsibilities - update**

Following the discussion at the last Board – see action plan below;

|  |  |
| --- | --- |
| **Action** | **Update** |
| CQC registration | * Meeting with Helen Rose and CQC contact needs re-arranging. |
| Independent provider status to enable it to employ staff with NHS pensions. | * NHS pensions agency indicated that we would need to have an NHS contract to qualify for the relevant status to offer NHS pensions. We will dig further * We will work with LMC Law to establish a model where a lead practice employs with appropriate indemnities / contract in place with participating practices |
| Pricing for project / consultancy support | * Principles / proposal to be tabled at the meeting |
| Support the implementation of Locality transformation plans and create solutions for practices’ problems and challenges. | * Developed an option for GDPR * Project management support to Rutland, O&W, N Blaby, SLAM * Facilitating joint working in Harborough |
| Actively contribute and support the emerging Localities and their structures. | * On-going support provided to all six Localities |
| Consider working with local GP Federations, where sensible. | * Contacted Helen Rose to arrange a meeting with 4 Fed |
| Business and budget plan from April 2019;  3 potential income streams;   1. Service contracts 2. Fees for service 3. Practice contribution | * Draft to be developed in Q1 for discussion by the Board and; * Early consultation with CCG / practices |

1. **Localities & transformation fund update**

JW has been working with the six Localities to develop their transformation applications. An overview of the areas that the Localities are working on is listed at **appendix A.**

The Federation will be supporting the implementation of these transformation fund projects in a number of ways

1. Administrate the transformation fund on behalf of the Localities, depending on the scheme.
2. Facilitate the employment of para-medical staff on behalf of the Localities and/or supporting practices to employ staff that will work across the Locality
3. Provide project management support
4. **Urgent Care / extended primary care**

* The timetable for the procurement process will result in a new contract to start in April 2019.
* The specification is likely to be issued in the next couple of months.
* GC has contacted DHU who are keen to work with use. Draft MoU is included in the papers for consideration by the Board.

1. **Winter Access scheme** 
   * Practices have now been paid
   * Awaiting confirmation from Market Harborough
2. **NHS England; Clinical pharmacists in general practice Project –** 
   * The participating practices have been provided with the update at **appendix B.**
   * Masharani, Long Clawson and South Wigston have advised that they no longer wish to take part in the scheme
   * Glenfield have indicated that they would ‘step in’
   * Further practices to be sought
   * Tim Sacks advised that the CCG £2/patient scheme should not be used to contribute towards the matched fund element of the scheme. However, initial advice was that this would be acceptable and we are seeking clarification on this point
3. **Community Based Services and inter-practice referral process**

* Latham House are being audited.
* The notes of the last performance meeting are included in the Board pack for review.
* HP is contacting our sub-contracting practices to update the schedule of fitters and their evidence to practice and indemnity certificates
* Bushloe / Wigston have started inter-practice referral for IUD/IUS/SDI services

1. **Correspondence management**

* The practices attended the LLR workshop in April 2018; follow-up session in May 2018
* Contract finalized and signed and payments have been made to HERE
* Project plan in place to ensure that the seven practices are implementing correspondence management process

1. **Demand Management**

* The Federation facilitated the peer review sessions at the Locality meetings in January and April 2018.
* Meeting with CCG has been re-scheduled for 1st June 2018 to agree the approach for FY18/19.
* Tim Sacks has confirmed that the Federation will be paid for this work @ 10p/patient for FY18/19.
* We are assisting with the CCG Referral Management work stream to potentially develop referral hubs.

1. **Diabetes nurse specialists**

* Scheme to provide DSN support to 29 LLR practices identified with needing assistance with diabetes management. Budget @ approx. £80K for FY18/19.
* Implementing with Latham House, with support from Diabetes Centre (Laura Willcocks)
* Two DSNs have started work.
* Anne Scott (ELR CCG) has agreed to assist with implementing a clinical governance process to assure this scheme. **JW/GC to action.**

1. **Rutland Patient App project (VitruCare)**

* Contract agreed and signed with Dynamic Health Systems Services
* Grant agreement with RCC has been signed.
* JW to develop sub-contract agreements with practices.
* The project and project management structure is in place and the practices are gearing up to start working with patients in this new way.
* Key review date in November 2018 to determine whether the project will continue into Year 2.

1. **GP TeamNet -** This is an option has been identified by the Harborough, SLAM and Rutland Localities to assist with information sharing and joint working between practices. JW will facilitate this work.
2. **Service contracts –**ELR CCG have confirmed that H Pylori, will be procured via the Federation. JW has met with PCL to progress – awaiting final confirmation. Notification to be circulated to all practices to identify those who are interested. Realistically this will start wef Q2.
3. **Buildings management offer -** Estates Strategy Group have drafted a buildings management offer. No further progress.
4. **Primary Care Exchange** – Some Localities plan to develop a staff bank as part of their Transformation Plan. JW will re-connect with PCE as a potential partner for this work.

1. **Teaching academy –** we have been asked to consider re-submitting our Teaching academy application. The following practices have expressed an interest in being part of the Academy;

* Glenfield,
* The Limes
* MOSS
* Oakham
* Billesdon
* Two Shires
* Forest House
* Wycliffe

A productive meeting was held between the University and practices on 22nd May 2018 to discuss the requirements for the Academy and next steps. It was agreed that a realistic target for the Federation Academy will be to take 3rd year students in January 2019 and potentially 5th year students in February 2019.

£500 per student per week is available plus an admin contribution @ £3K per year. Start-up costs @ <£10K could be available subject to negotiation.

The Academy practices will meet in June to agree the plans / proposal and meet with the University again in July.

Kirsty (who helped set up the South Leics Academy) has agreed to advise us on setting up the Federation Academy.

1. **GDPR** – We have developed a Federation approach to providing a DPO service for practices which is summarized below. 16 practices have indicated their intention to take part in the scheme.

I have adapted our standard contract template for this purpose - see draft at **Appendix C**.  The charge is made up of a base fee + fee per patient.  However, we have advised practices that we will only invoice for 50% of this initially and will finalise the extent of the second payment once we are clear on the final take up and extent of resources required to deliver this role; specifically whether we need to recruit additional staff resource - and therefore may reduce the final amount.

***Data Protection Officer Service***

*According to the*[*Information Commissioner’s Office*](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/accountability-and-governance/data-protection-officers/)*, a GDPR Data Protection Officer (DPO) can be externally appointed and several organisations can appoint a single DPO between them.*

*The DPO should have experience and expert knowledge of data protection law, proportionate to the type of processing you carry out, taking into consideration the level of protection the personal data requires.  The Information Commissioner also says it would be an advantage for a DPO to also have a good knowledge of its industry or sector, as well as its data protection needs and processing activities.*

*In line with this criteria, the ELR GP Federation has sourced suitably experienced and qualified expert support to enable it to fulfil the role of Data Protection Officer for its member practices and/or any other GP practices who wish to subscribe to the service.*

*In line with ICO recommendations, the role of the ELR DPO is to:*

* *Assist to monitor internal compliance, inform and advise on data protection obligations, provide advice regarding Data Protection Impact Assessments (DPIAs) and act as a contact point for data subjects and the supervisory authority;*
* *Be independent, an expert in data protection, adequately resourced, and report to the highest management level; and*
* *Help demonstrate compliance as part of the enhanced focus on accountability.*

*To do this, the ELR DPO will provide for any practice signing up to the ELR DPO service:*

* *The DPO function;*
* *Access to a*[*self-assessment toolkit*](https://elrgpfed.com/getting-involved-with-us/data-protection-officer-service/gdpr-self-assess/)*to enable self- assessment and registration with the DPO of  current level of GDPR readiness;*
* *Initial review by the DPO of that self assessment with comments or advice if the self-assessment does not appear to be sufficient;*
* *A note from the DPO, confirming readiness or advice on steps that may be considered;*
* *Online guidance for those areas of activity still to be completed;*
* *Standard templates for such things as Privacy Notices / Leaflets / wording for websites;*
* *FAQs;*
* *Feedback/question form relating to GDPR issues;*
* *An e-mail first point of contact for data protection issues questions  – (*[*dpo@elrgpfed.com*](mailto:dpo@elrgpfed.com)*);*
* *Liaison with the ICO, DH, NHS England, BMA as necessary on issues relating to GDPR; and*
* *An annual online GDPR refresher assessment for each member practice.*

*For more information on the ELR DPO Service, contact*[*james.watkins@elrgpfed.com*](mailto:james.watkins@elrgpfed.com)

1. **Project opportunity -** see note below for discussion

**From:** JONES, Tim (LEICESTERSHIRE PARTNERSHIP NHS TRUST) [mailto:tim.jones@nhs.net]   
**Sent:** 15 May 2018 16:14  
**To:** Chidlow G  
**Cc:** sat.sandhu@ucb.com  
**Subject:** Opportunity

Hello Gareth

Forgive me for contacting you out of the blue but you came to mind in respect of a potential project that I am trying to get off the ground with a pharma company.  I am working in my capacity as adviser to the National Osteoporosis Society, a charity working to improve care for people with the disease, particularly in regard to prevention of fragility fractures.  We are looking to test out models of care in general practice (perhaps with a GP federation) for secondary fracture prevention, particularly vertebral fracture.   UCB are our partner and potential funder.  I have looked at relevant prescribing data for LLR (bisphsophonates and denosumab) which shows that you are doing well compared to the national average and wonder if you would consider working with us on a project.  I don't anticipate a great deal of work and I envisage that costs in participating practices would be supported.

Let me know if you are interested and we can fix an initial discussion to explore the project.

Kind regards

***Tim Jones***

***m. 07811 255171***

**Appendix A – Localities’ Transformation Plans**

**Oadby & Wigston** (Wigston Central, Bushloe, South Wigston, Central, Croft, Severn, Rosemead)

* **Extend the Locality para-medical team and share local expertise** –
* **Acute access** – review our approach to Acute on the Day access for patients in Oadby and Wigston and trial new approaches.
* **Demonstrating GP at scale through formal changes to working arrangements** in two practices
* **Social prescribing and integrating with community-based services to support disease prevention**

**North Blaby** (Kingsway, Glenfield, Limes. Forest House, Enderby)

* Transform and re-design the way that they make use of para-medical staff to improve access for patients and reduce the demands on GPs,
* Collaborate with the Blaby District Council, LPT, Social Care and Voluntary Sector teams to ensure that the primary and community care offer to the North Blaby residents is streamlined and integrated and that our ‘community assets’ are effectively used through social prescribing.
* Develop closer back office links between the practices with an emphasis of harmonising processes, where appropriate and possible, to greater enable integrated working.
* Investigate the potential of developing a Locality Visiting Service to meet the needs of housebound patients who do not meet the LLR Acute Visiting Service criteria.
* Start to look at ways of delivering in-hours urgent care collaboratively.

**South Blaby & Lutterworth** (Northfield, Wycliffe, Masharani, Hazelmere, Countesthorpe)

* **Quality improvement and sharing of specialist skills** – build on the Hub’s collaborative peer review work to effectively utilize the ‘intelligence packs’ information to identify learning needs and share best practice on key topics to improve the quality of patient care and outcomes.
* **Acute access** – investigate how to transform the approach to Acute on the Day access for patients in South Blaby and Lutterworth, respectively.
* **Patient communications** - develop a collaborative approach to harness web, digital and social channels to improve its communications and engagement with patients and the wider community. This will support the active signposting agenda.
* **Care navigation and integration with community based services to support disease prevention**  - collaborate with Blaby District and Harborough Councils, LPT, Social Care and Voluntary Sector teams to develop a Locality Plan to deliver an integrated primary and community care offer for the residents of South Blaby & Lutterworth. We will ensure that the Locality’s ‘community assets’ are effectively used through effective care navigation, social prescribing and use of First Contact Plus.

**SLAM** (Melton, County, Jubilee, Long Clawson)

* **Workload** - we will reduce the burden on GPs and release GP time by developing our approach to active signposting, patient communications and social prescribing - developing a collaborative approach to signposting patients across the Locality.
* **Care Redesign - w**e will implement a programme of improvement support to practices including **Dementia MDT and Integrating with community based services -**
* **SLAM High Quality Forum** - utilizing recognized data sources listed below to benchmark and identify areas of strength and weakness to allow a collaborative approach to utilizing and sharing the practices’ specialist knowledge when considering both demand management and driving up clinical quality. Two areas highlighted identified as national and local priority areas include Dementia and Cardiovascular Disease.
* **Acute Access** - all practices within the SLAM locality share similar ideologies on access to primary care. Each practice runs an acute access clinic every morning with a “walk in” component for on the day access. It is proposed that the governance, workforce development and communications strategy is jointly developed and aligned to meet the service framework expected for the ELR CCG Acute Access specification. This will enable practices to offer services jointly when and if appropriate.
* **Practice Infrastructure** - we will develop the primary care estate and invest in better technology to improve **back office resilience** – including investigating extending GPTeamNet/Intradoc (or similar), which is utilised by Long Clawson Medical Practice,  via a secure network to allow access from all practices within the locality.  This will allow sharing of policies, procedures, protocols and best practice relating to clinical care and CQC requirements.
* **Workforce** – we will develop GPs and wider primary care workforce to meet the growing demands on urgent access.

**Rutland** (Uppingham, Oakham, Market Overton & Somerby, Empingham)

* **Long term conditions development –** develop a collaborative Locality approach to the management of diabetes.
* **Access and care navigation –** ensure effective collaboration with Rutland County Council, LPT, Social Care and Voluntary Sector teams in trialling a care navigation hub across the PCH to enable patients to take responsibility for their health and wellbeing.
* **Patient communications** - develop a collaborative approach to harness web, digital and social channels to improve its communications and engagement with patients and the wider community. This will support the active signposting and care navigation agenda
* **Back office**  – implement measures to improve back office and workforce resilience; including the implementation of an information sharing tool such as GPTeamNet to enable sharing of policies, procedures, protocols and best practice relating to clinical care and CQC requirements.
* **Workforce resilience –** to improve the sustainability of the primary care workforce, including the development of integrated primary and community nursing and the development of the **‘Rutland bank’** to enable clinical and administrative staff to be utilised efficiently to provide cover across the Hub’s practices. Joint educational arrangements will be strengthened.

**Harborough** (Billesdon, Kibworth, Two Shires, Husbands Bosworth, Market Harborough)

* Collaborate with Harborough Council, LPT, Social Care and Voluntary Sector teams to develop an integrated prevention services offer for the Harborough residents and ensure that its ‘community assets’ are effectively used through social prescribing.
* Develop the approach to acute on the day access, including;
  + using para-medical staff
  + reviewing use of buildings
  + home visiting service
  + Locality triage service
* Policy / information sharing – GPTeamNet

**Appendix B**

**ELR GP Federation – NHS England Clinical Pharmacists in General Practice Application**

**Update and Next Steps**

1. **Introduction**

This update paper outlines the next steps following our successful application to the NHS England Pharmacists in General Practice scheme.

1. **Update**
2. The following 11 practices were included in the application;



1. We were awarded **3 pharmacists** (rather than the 1 senior pharmacist + 2 pharmacists applied for).
2. The original specialist supplier was not included on the ELR CCG approved supplier list which would have made dovetailing the scheme with the existing ELR CCG scheme problematic. Consequently, we have agreed to work with **Prescribing Support Services (PSS),** who are on the ELR CCG approved list, and advised NHS England accordingly.
3. PSS have agreed to provide the Senior Pharmacist cover required by the scheme as part of their offer.
4. PSS will provide an all-inclusive service in relation to the 3 Pharmacists, including;

* Recruitment
* Employment inc. all checks, HR, professional registration, DBS
* Mandatory NHS training – safeguarding, IG
* Pension
* Indemnity
* Parental leave, long-term sick
* On-going professional development & training
* End of 4 years – retain the employment responsibility of the pharmacists

Benefits for practices include;

* Takes the recruitment and management burden
* Removes the risk of employment
* Provides effective cross cover, as necessary
* Flexibility for moving pharmacists around, as necessary

1. The 3 pharmacists will be augmented by the existing pharmacists employed by practices through the CCG £2/patient scheme.
2. PSS have indicated that they could provide a hub and spoke service which we will consider in time after we have got the 3 pharmacists in place.
3. **Pharmacists allocation and costings** – **see Appendix 1**

* The indicative time allocation per practice for the pharmacists is shown in appendix 1.
* PSS have already identified four named individuals and will develop a proposed rota
* Following the involvement of PSS, the costings have reduced to **£1.99 per patient** across the four years – a proportion of which will be funded by NHS England**.**
* It is likely that there will be an increase related to pay increases in years 2 -4. An increase @2% per year has been assumed but this needs to be confirmed.

1. **Lead practices & SLA arrangements**

Whilst the Federation is fully managing and supporting this process, the NHS England rules do not allow the Federation to hold this contract directly. We have therefore identified three lead practices to hold the contract with NHS England **(see Appendix 2)** and receive the funding for each of the pharmacists namely, **Croft, County and Oakham**. We will then;

1. Put a contract SLA in place between the practices and PSS for the management of the pharmacists and relevant indemnity arrangements with partner practices, as necessary **(see draft @ Appendix 3).**
2. Put an agreement in place between the Lead practice and cluster practices **(TBD)**
3. **Next steps & indicative timescales**

|  |  |  |
| --- | --- | --- |
| **Id** | **Task** | **When** |
| a. | Confirmation from practices that they will take part in the scheme. | 11/05 |
| b. | Finalise contracts between;   * Lead practices and NHS E * Practices and PSS * Lead practices and cluster practices | 18/05 |
| c. | PSS to agree operational rota and hours with each practice | 18/05 |
| d. | Practices to meet allocated pharmacists | During May |
| e. | Start the scheme | 04/06 |
| f. | Plan and implement hub and spoke system, subject to costings | Autumn 18 |

**Appendix 1 – Costings**



**Appendix C**



**ELR GP FEDERATION GPDR DATA PROTECTION OFFICER AGREEMENT - DRAFT**

**This Agreement** is made this day of 2018

**BETWEEN**:

1. **ELR GP FED LIMITED** registered as a limited company in England and Wales, company registration number 9927787, whose registered office is situated at The Glenfield Surgery, 111 Station Road, Leicester, LE3 8GS, hereinafter referred to as **‘the Company**’;

**AND**

1. **XXX Practice**

Hereinafter collectively referred to as ‘**the Practice**’

1. **Introduction**

According to the Information Commissioner’s Office, a GDPR Data Protection Officer (DPO) can be an existing employee or externally appointed and several organisations can appoint a single DPO between them. The DPO should have experience and expert knowledge of data protection law, proportionate to the type of processing you carry out, taking into consideration the level of protection the personal data requires. It would be an advantage for a DPO to also have a good knowledge of your industry or sector, as well as your data protection needs and processing activities.

In line with this criteria, the ELR GP Federation has sourced suitably experienced and qualified expert support to enable it to fulfil the role of Data Protection Officer for participating practices.

According to the ICO, the role of the DPO is to:

* Assist you to monitor internal compliance, inform and advise on your data protection obligations, provide advice regarding Data Protection Impact Assessments (DPIAs) and act as a contact point for data subjects and the supervisory authority.
* Be independent, an expert in data protection, adequately resourced, and report to the highest management level.
* Help you demonstrate compliance and are part of the enhanced focus on accountability.

1. **The service**

The Company shall deliver the DPO Services outlined below;

1. Act as the DPO for the Practice;
2. Create a secure, password protected area on the [www.elrgpfed.com](http://www.elrgpfed.com) website, accessible to the Practice containing:
   * initial online checklist/toolkit for practices to self- assess and register their current level of GDPR compliance;
   * initial assurance by the DPO of that self assessment with comments or advice if the self-assessment does not appear to be sufficient
   * a note from the DPO, confirming readiness or advice on steps that may be considered.
   * online guidance for those areas of activity where a practice might not currently be compliant according to its checklist results;
   * standard templates for such things as Privacy Notices / Leaflets / wording for websites;
   * FAQs for member practices;
   * feedback/question form relating to GDPR issues.
3. Provide an e-mail first point of contact for data protection issues questions from the Practice - ([dpo@elrgpfed.com](mailto:dpo@elrgpfed.com))
4. Liaise with the ICO, DH, NHS England, BMA as necessary on issues relating to GDPR compliance
5. Provide an annual online GDPR compliance refresher for each member practice to demonstrate continuing compliance
6. **Commencement and termination**
   1. This Agreement shall commence from the Effective Date and shall remain in force for one year.
   2. In the event of a material breach of this Agreement by the Company, the Practice shall have the right to terminate this Agreement without notice. Material breach includes but is not limited to:-
      1. failure to perform the Services in accordance with this Agreement and the Contract;
      2. failure to adhere to any information governance requirements;
   3. In the event that the Practice fails to make payment to the Company, in accordance with the terms of any invoice, then the Practice shall invoke the dispute resolution process, as set out in Schedule 1, in order to resolve any issue.
7. **Fees**
   1. Payment terms are as attached in Schedule 2 herein. For the avoidance of doubt, any payment terms shall include and be subject to the terms of this clause 4 and Schedule 2.
   2. The Practice shall be responsible for making payment to the Company, in accordance with Schedule 2.
   3. Payment to the Company by the Practice under Schedule 2 shall be accepted by the Company in full satisfaction of the Services, save and except, this shall not waive any right of the Practice to take any action against the Company in respect of any complaint, dispute, or breach by the Company of any obligation under this Agreement and/or the Contract, or in relation to the delivery of the Services which may arise after payment has been made.
   4. Where there is a dispute over any payment under this Agreement or any dispute over the delivery of the Services, then the Parties shall make every attempt to resolve the dispute in the first instance. Any failure to resolve such dispute shall be dealt with under the dispute resolution process as set out in Schedule 1.
   5. Neither Party shall take any action against each other in respect of any issue arising out of this Agreement and/or the Contract without first exhausting the process as set out herein.
8. **Obligations of the Company**
   1. The Company shall agree to provide details to the Practice of any individual (‘the Administrator’) who shall at all times liaise between the Company and the Practice to facilitate the administration and provision of this Agreement.
   2. The Company shall ensure that the Services administered by them are fulfilled to the best possible standard and ability and, in any event, in line with this Agreement and the Contract, and shall ensure that any administrative arrangements are of a standard to ensure the smooth and efficient running of the Services.
   3. If, for whatever reason, including sickness, the Administrator or any other member of staff within the Company is unable to fulfil his duties then the Company shall use all best endeavours to put into place an adequate replacement.
   4. In the event that the Company is aware of any issue, howsoever arising (including but not limited to; sickness, absence, or incapacity), which may or will have an impact on the delivery of the Services, such impact which could result in the Practice being placed in breach, or potential breach, of the Contract, then the Company shall;
      1. Use all best endeavours to eliminate or mitigate any impact on the Services;
      2. Inform the Practice as soon as practicable with a view to collaborating with the Practice to eliminate any impact on the Services or to put suitable alternative arrangements in place.
9. **Obligations of the Practice**
   1. The Practice agrees as follows:
      1. To agree to use the Company for the delivery of the Services exclusively, and shall not, itself or via any collaboration with, deliver in conjunction with any person, organisation or body, or use any other person, organisation or body, in competition with the Services under this Agreement during the existence of this Agreement.
      2. To inform the Company, as soon as reasonably possible, of any changes to the Practice business, including any mergers with other organisations or any other changes of a significant nature which may impact on the Services.
   2. For the avoidance of doubt, in the event that the Company, or any one of them, fails to deliver the Services in accordance with the terms and conditions of this Agreement and/or the Contract, then the Practice shall have the right to terminate this Agreement with the Company, or either one of them, and shall be entitled to transfer this Agreement to another practice or provider.
10. **Data protection**
    1. In accordance with the Data Protection Act 1998 and General Data Protection Regulations the Company and the Practice shall ensure that any personal data (including sensitive data as defined under the Data Protection Act 1998) relating to any Service User shall be processed, held or utilised where necessary and reasonable in relation to the performance of the Services only, the conduct of the Parties business or as otherwise required by law.
    2. The Parties shall use all best endeavours to ensure that they inform any relevant Party of any changes to their personal data including contact numbers.
11. **Legal**
    1. The Parties acknowledge that the Contract (as applicable), together with this Agreement and its Schedules, are applicable in full to the Parties, and shall consist of the whole agreement governing the contractual relationship between them. This Agreement shall not be varied unless agreed and signed in writing by all Parties, in accordance with the variation provisions.
    2. For the avoidance of doubt, any conflicts between this Agreement and the Contract, then the Contract shall apply.
    3. This Agreement is governed by the laws of England and Wales and subject to the exclusive jurisdiction of the English courts.
12. **Confidential Information**
    1. The Parties undertake not at any time, whether during the life of this Agreement or thereafter, to use, divulge or communicate to any person this Agreement or any Confidential Information relating to this Agreement.
13. **Waiver delay or failure to exercise rights**
    1. The failure or delay to exercise any right under this Agreement or to enforce any one or more of the terms and conditions of this Agreement shall not be construed as a waiver of any of them or, the right to exercise any of the rights or conditions of this Agreement.
14. **Severance**
    1. If any term or condition of this Agreement shall be held to be invalid, illegal or unenforceable by any court, tribunal or other competent authority, such term shall to the extent required be deemed to be deleted from this Agreement and shall not affect the validity, lawfulness or enforceability of the remainder of the terms of this Agreement.
15. **Intellectual property rights**
    1. Nothing in this Agreement or any activity undertaken that is contemplated by this Agreement shall affect the ownership by any Party of any pre-existing intellectual property rights held by any Party prior to this Agreement.
    2. The Practice shall not enter into any licence, grant or other contract to use or dispose or exploit any intellectual property belonging to the Company without the written agreement of the Company.

Dated this day of 2018

Signed by: James Watkins, COO

on behalf of **ELR GP FEDERATION LIMITED** **(the Company)**

Signature: …………

Dated this………………….day of………………………………………………………..2017

Signed by: ………………………………………………………..

on behalf of **……………………………………………… (The Practice)**

Signature: ………………………………………………………..

Signed on behalf of [PRACTICE] Signed on behalf of the ELR GP Federation

……………………………………. …..………………………………………………

Date:………………..

**Schedule 1 – Dispute Resolution Process**

1. The Parties, as set out in this Agreement, shall agree that in the event of a dispute between some or all of them, they shall use all best endeavours to resolve the dispute amicably. Such resolution shall take place within 7 days of the Company being notified of the dispute, after which an appeal panel shall be constituted comprising of the following representatives:

a. One Local Medical Committee (**‘LMC’**) nominated representative who is not employed or a partner within a practice that forms part of the Company;

b. One representative from each party who shall hold a senior/managerial role within their respective organisation;

c One independent person agreed by both Parties (relevant to nature of dispute e.g. Clinician or manager and funded by both Parties).

2. The panel shall meet within a timeframe of 4 weeks and shall hear the dispute from both parties by way of oral and/or documentary evidence. The panel shall make its recommendations within 2 weeks of hearing the dispute and the parties to the dispute shall be informed of the decision forthwith.

3. Failing an amicable resolution of the dispute, the parties to the dispute shall agree to resolve the dispute by way of mediation, through a single mediator, to be appointed by agreement. The costs are to be borne by the parties to the dispute.

4. In the event that mediation still fails to resolve the dispute in question, then the parties to the dispute agree that they shall promptly refer the dispute to an independent arbitrator of their joint choosing, whose decision shall be final and binding on the parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 (save for where expressly modified by the arbitrator) and the juridical seat of the arbitration shall be England. The costs of the arbitrator shall be borne equally between the parties to the dispute.

5. In the event of the parties failing to agree on a choice of arbitrator, then the matter shall be promptly referred, either or jointly, by both parties to the chairman of the LMC whose decision as to the choice of arbitrator shall be final and binding on the Parties.

**Schedule 2 – Payment Terms**

**The Practice shall pay the Company, for the provision of the Services, as set out below:-**

1. Subject always to any provision of this Agreement, in consideration for the provision of the Services, the Practice shall pay the Company the Charges.

1. The Charges are set out below;
   * + 1. £ 350 base price, plus
       2. 6.5 pence per patient (based on list size @ 1 April 2018)

3. The Company will invoice the Practice for the services and the Practice shall pay within 15 business days of receipt.

4. The Charges are stated exclusive of VAT, which shall be added at the prevailing rate, as applicable, and paid by the Practice following delivery of a valid VAT invoice.