

## Memorandum of Understanding between Health Education England and NHS England London Region

### 1. SIGNATORY ORGANISATIONS

- 1.1 The parties to this Memorandum of Understanding (“MoU”) are:
- Health Education England (HEE)
  - NHS England London region

### 2. PURPOSE

2.1 This Memorandum of Understanding (MoU) sets out a clear set of conditions and principles for joint working between Health Education England and NHS England – London region to deliver General Practice Access eLearning Programme.

2.2 The MoU sets out:

- Requirements for delivering
- Funding/Payment Schedule
- The roles and responsibilities of the parties
- The principles of collaborative working
- Provisions for management and governance
- Confidentiality, Freedom of Information; Intellectual Property Right, and termination clauses

### 3. PERIOD OF OPERATION

- 3.1 This MOU shall take effect from 1 April 2022 thereafter shall remain in effect, subject to any earlier termination in accordance with its other provisions or mutual agreement to terminate its effect or extension as permitted below, until 31 June 2023 (“the Term”).
- 3.2 After the end of the Initial Period, this Agreement shall then continue (unless terminated earlier in accordance with its other provisions or the general Law) until such time as either Party gives the other not less than one (1) Months’ notice of termination (the Initial Period and any subsequent period of this Agreement being known together as the Term).

### 4. BACKGROUND

4.1 The [London General Practice Access Guide](#) and [supporting manual](#) summarises the most recent published literature, evidence, current best practice, and resources on the broad subject of general practice access. Aimed at the whole practice team, they outline a number of QI projects that can be adopted locally that have led to improvements in local services, as well as improvement in patient experience. The Guide is a shorter, more concise, summary document, whilst the Manual is a more

detailed document. The aim has been to support general practice teams understand, develop and refine their local patient access systems to best meet the needs of their patients and staff.

The London Access Guide is the first resource to have been developed nationally which collates the various literature on General Practice Access. It was developed by the Transforming Primary Care programme team at Healthy London Partnership. A task and finish group comprising GPs, CCG reps, NHS E/I, NHS Digital, RCGP, Londonwide LMCs, Enabling Quality Improvement In Practice (EQUIP), with input from the Practice Managers Association and Healthwatch Croydon, developed the content. Following its publication in September 2021, the documents were viewed >1600 times within the first 2 months and five webinars were subsequently held to promote the Guide across London. The Guide was published in advance of [Our Plan for improving access for patients and supporting general practice](#) (October 2021) and was instrumental in supporting CCGs across London develop practice-level schemes in response to the Winter Access Fund. The London regional primary care team have been contacted by other regional teams to confirm that they have shared the resource with their CCGs and Primary Care Networks. The Primary Care Incentives (QOF) team at NHSE/I have outlined their intention to reference the Guide as part of an upcoming QOF QI indicator which will shortly be published on the [NHS website](#).

It is proposed that the London Access Guide and Manual is adapted into an e-Learning programme which will be made available to members of the wider general practice team nationally. CPD points will be explored.

It is proposed that an eLearning programme is developed based upon the 5 chapters of the manual:

- General practice activity
- Working with patients to improve access
- The general practice team
- Access beyond the practice
- Making change

4.2 Whilst the Parties do not intend to enter into legal relations and although this MOU is not legally binding on either Party the Parties are, by signing this MOU, agreeing in good faith to carry out the arrangements and comply with the terms as set out below.

4.3 HEE exists to support the delivery of excellent healthcare and health improvement to the patients and public of England by ensuring that the workforce of today and tomorrow has the right numbers, skills, values and behaviours, at the right time and in the right place. eLearning for healthcare (elfh) is a programme within HEE that develops and delivers digital learning content.

4.4 The Parties wish to collaborate in the creation of elearning content on the subject of and make the General Practice Access eLearning Programme content available to learners on HEE's Learning Management System, known as the elfh Hub. The elfh platform will migrate to the NHS Learning Hub in the near future, for further information please refer to the HEE TEL roadmap.

## **5. REQUIREMENTS FOR DELIVERY OF ELEARNING**

5.1 General practice has faced a series of challenges in recent years with a high level of demand, changing patient expectations, and an ageing and contracting workforce. Whilst a number of national and regional initiatives have been established to address these challenges, the pandemic has led to a fatigued workforce, a backlog of unmet need/care, and a widening of health inequalities. Since 2021, the primary care workforce has been integral to the delivery of the COVID vaccination programme and continues to support the programme nationally.

It is therefore essential that general practice understands how to make the best use of the support available to it, how to understand the demand placed on its services, and how to configure its access services to best meet that demand within capacity.

The London General Practice Guide and the Manual, published in September 2021, provide the evidence and examples of good practice to help manage these challenges, with the aim of creating happier teams and improving patient satisfaction.

The London General Practice Access Guide provides an overview of an inclusive, whole system approach to general practice access and is aimed at the whole practice team, including engaged patient representatives, to identify the specific projects that would help improve access systems, make the working day more manageable for general practice teams and improve access for their population. The London General Practice Access Manual includes a wealth of further guidance and resource aimed at leaders of improvement projects to help them implement change.

The Guide and Manual can be used to develop an eLearning module which will further support practices and PCNs to deliver access improvements. It is intended that the programme will complement and signpost to existing support offers.

Key topics include:

Draft module titles and learning outcomes (confirmed in Annex A)

### **1. General Practice Activity**

To understand:

- the benefits of capturing general practice activity data
- how to capture activity data
- how to match activity to demand and need
- how to use this data to improve patient access

### **2. Engaging with patients and communities to develop an access offer that addresses inequalities**

To understand:

- How to deliver an equitable access system
- How to improve patient satisfaction by incorporating self-care, reaching out to vulnerable groups and having a systematic approach to patients who attend frequently

### **3. Achieving effective teams through good access**

To understand:

- How to invest in the general practice team to deliver an inclusive and sustainable general practice access offer
- How to effectively recruit and retain staff
- How to develop and build effective teams

### **4. How to make local services work best for your patients**

To understand:

- How to effectively engage and utilize with wider service offers (including community pharmacy and NHS 111)
- When to signpost to other services
- How to respond when a patient has been seen elsewhere

### **5. Making change**

To understand:

- Quality improvement methods (QI) that help deliver effective access projects to sustainably improve both the working lives of the team and the experience of patients using a service.

5.2 The detailed requirements have been included as an attachment at Annex A.

## **6. FUNDING**

6.1 The cost of delivering the requirements for the training package is £40,000 excluding VAT.

(Note: VAT is applicable as HEE are delivering e-learning to meet specific needs/are seen to be providing expert services so the charge is VAT-able which will be 20% extra).

6.2 Payments will be made to HEE from NHS England – London region by a payment transfer subject to invoicing for the services following activities are Piloting of training sessions.

Indicative Costs based on the following (subject to post scope review). This will be in the region of £40k for the development of 5 x 20 min sessions.

- Virtual Learning Design / Discovery workshop to confirm scope of sessions
- Design and Development of 5 e-learning session including Project Management, Learning Designer services
- Graphic design services
- Implementation incl. hosting on elfh Hub, Comms Plan and Project Microsite
- Evaluation (Kirkpatrick Level 1 online survey)
- Potential animation and video costs (TBC)

<b>Description</b>	<b>£</b>
Discovery and Project Set up	██████
Design and Development (Content Development Team)	██████
Animation – Project Management costs	██████
Animation - Animator costs (5 x 1 min animations with scripting, storyboard, VO etc) - subject to change.	██████
Technical Set Up & Implementation (Platform Team)	██████
Comms and stakeholder engagement (Comms Team)	██████
Operational	██████
Total	██████

## **7. ROLES & RESPONSIBILITIES**

7.1 NHS England – London region will:

- perform its activities under this MOU promptly and in any event within any timescales set out above or as agreed between the Parties.
- perform its activities to the standards required using all reasonable care and skill and in a professional manner and will re-perform (at no additional cost to HEE) any of its activities under this MOU that, do not meet those standards.
- keep HEE regularly informed as to the progress of its activities under this MOU and provide such other reports/information/attend meetings as HEE may reasonably require;

- ensure that its activities under this MOU are insured against all reasonably foreseeable risks and to a financial level commensurate with the nature of such activities; and
- If HEE want to modify, adapt or enhance any items provided to HEE under this MOU, then this needs to be approved by NHS England – London region project team.
  - NHS England – London region will contribute to the content creation, communications or co-badging the products.

7.2 HEE will in line with the requirements attached at Annex A:

- Work with a project team made up of members from NHS England – London region, Content Author(s) and Reviewer(s) to design and develop a set of e-learning objects.
- Supply subject matter experts(s) to write the raw content to be supplied to elfh's Learning Designers to create the e-learning content.
- Work with the Project Team to set up all the content on the elfh Hub according as specified in the LMS Configuration Document.
- Create the project microsite on the elfh website and supply copy to go on the elfh website.
- Ensure all agreed content is live on the elfh Hub and the Hub build has been signed off. Ensure the content will be made available to learners on HEE's Learning Management System, known as the elfh Hub and via AICC and on ESR if appropriate.
- Support the roll out of the content through social media and other communications channels as appropriate.
- Make minor changes to the content post-go live (e.g. typographical errors reported by users).
- Work with elfh as needed to assess content errors reported by users or stakeholders and recommend changes to the content as required

## **8. MANAGEMENT & GOVERNANCE**

- 8.1 There will be a Project Executive Group to oversee the project.
- 8.2 The Executive Group will be chaired by HEE and will have representation from stakeholders as appropriate.
- 8.3 The Executive Group will meet monthly, but more frequently if desired by the Parties.
- 8.4 The HEE project manager will chair a fortnightly checkpoint with NHS England – London region to review progress and manage risks.
- 8.5 NHS England – London region will contribute to the working groups and governance.

## **9. DISPUTE RESOLUTION**

- 9.1 In the event that a dispute between the Parties cannot be resolved by negotiation between the parties named above, the matter shall be escalated to successive levels of management in each Party's organisations until the dispute is resolved.

## **10. CONFIDENTIAL INFORMATION**

- 10.1 Except to the extent set out in this clause or where disclosure or publication is expressly permitted elsewhere in this Agreement, the Recipient shall treat all Confidential Information belonging to NHS England – London region as confidential and shall not disclose any Confidential Information belonging to NHS England – London region to any other person without the prior written consent of NHS England – London region.

## **11. FREEDOM OF INFORMATION AND INFORMATION LAW**

- 11.1 The parties will act in accordance with the requirements of the Freedom of Information Act and shall assist and cooperate with one another to enable both organisations to comply with their Information disclosure obligations. HEE will inform NHS England – London region immediately of any Freedom of Information request in relation to this project and will seek approval from NHS England – London region before making any disclosure under the Freedom of Information Act.
- 11.2 NHS England – London region will take reasonable steps where appropriate to give advance notice, or failing that, to draw the disclosure to HEE's attention after any disclosure.

## **12. PUBLICITY**

- 12.1 HEE shall not make any announcements or use NHS England's name in any promotion or marketing or announcement, without the written consent of NHS England – London region which shall not be unreasonably withheld or delayed.
- 12.2 HEE shall take reasonable steps to ensure that their employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with clause 13.1.

## **13. INTELLECTUAL PROPERTY RIGHTS**

- 13.1 **"Intellectual Property Rights"** or **"IPRs"** means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.
- 13.2 **"Pre-Existing IPR"** means any Intellectual Property Rights vested in or licensed to NHS England – London region or HEE prior to or independently of the

performance by NHS England – London region or HEE of their obligations under this Memorandum of Understanding made between NHS England – London region and HEE and in respect of the Authority includes guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs.

- 13.3 “**Project Specific IPRs**” means IPRs in items created by HEE (or a third party on behalf of HEE) specifically for the purposes of the performance NHS England – London region or HEE of their obligations under this Memorandum of Understanding.
- 13.4 “**Staff**” means all persons employed or engaged by HEE to perform its obligations under this Memorandum of Understanding together with the HEE’s servants, consultants, agents, volunteers, contractors and sub-contractors used in the performance of its obligations under this Memorandum of Understanding.
- 13.5 Save as granted elsewhere under this Memorandum of Understanding, neither NHS England – London region nor HEE shall acquire any right, title or interest in the other’s Pre-Existing IPR.
- 13.6 HEE shall not, and shall procure that the Staff shall not, (except when necessary for the performance of its obligations under this Memorandum of Understanding) without the prior written consent of NHS England – London region use or disclose any NHS England – London region Pre-Existing IPR or the Project Specific IPRs to any third party.
- 13.7 All title to and all rights and interest in the Project Specific IPRs shall vest in HEE. HEE hereby assigns to NHS England – London region with full title guarantee, title to and all rights and interest in the Project Specific IPRs and/or shall procure that the first owner of the Project Specific IPRs also does so.
- 13.8 NHS England – London region hereby grants HEE a royalty-free, non-exclusive, non-assignable, perpetual licence to use NHS England – London region Pre-Existing IPR and the Project Specific IPRs for the sole purpose of enabling HEE to fulfil its obligations under this Memorandum of Understanding.
- 13.9 Prior to using any third-party Intellectual Property Rights, HEE shall obtain the written consent of NHS England – London region HEE shall provide NHS England – London region with details of any third-party licence required by HEE and/or NHS England – London region in order for HEE to carry out its obligations under this Memorandum of Association. NHS England – London region reserves the right to withhold consent in the event that it does not agree to the terms of the third-party licence or where any additional charges will be incurred.
- 13.10 Where HEE is granted consent by NHS England – London region to use the third-party rights, HEE shall procure that the owner of third-party rights grants to NHS England – London region a licence upon the terms notified to NHS England – London region when seeking the consent.

13.11 HEE shall, during and after the Term, indemnify and keep indemnified and hold NHS England – London region harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which NHS England – London region may suffer or incur as a result of any claim that the delivery of the elearning training package or any part of it by HEE and/or the possession or use by NHS England – London region of the elearning training package or any part of it infringes or allegedly infringes a third party's Intellectual Property Rights ("IPR Claim") except where the IPR Claim arises from items or materials based upon designs supplied by NHS England – London region .

13.12 HEE hereby grants NHS England – London region, for the life of the use by NHS England – London region of any deliverables, material or any other output supplied to NHS England – London region in any format as part of the Services, an irrevocable, royalty-free, non-exclusive licence to use, modify, adapt or enhance such items in the course of NHS England London region's normal business operations.

#### **14. TERMINATION**

14.1 Either Party may terminate this MoU at any time by giving at least 3 months' written notice to the other Party.

#### **15. STATUS**

15.1 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.

15.2 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.

## Annex A – Specification

### **NHS Supplier activities under the MOU/Specification:**

#### **Content**

The content consists of 5 modules / sessions planned as follows:

1. A whole system approach to access
2. Understanding General Practice Activity
3. Working with patients to improve access
4. Working with general practice team to improve access
5. Making change happen

#### **Delivery Platforms**

- The content will be made available on the HEE elfh Hub.

#### **Eligible Users**

- General Practice Access elearning programme is a key part of training for all health and social care professionals.

#### **eIntegrity**

eIntegrity is a not-for-profit Community Interest Company that has been set up to resell elfh content. There is an intention from both parties to enter into an agreement to make the General Practice Access elearning programme content available for resale under some sort of revenue-sharing arrangement. The detail is still to be decided but this MOU records that both parties plan to enter into the agreement in good faith.

#### **Governance**

- There will be a Project Executive Group to oversee the project.
- The Executive Group will be chaired by HEE and will have representation from stakeholders as appropriate.
- The Executive Group will meet at least once per quarter but more frequently if desired by the Parties.

#### **Work to be delivered**

HEE elfh will:

- Work with a project team made up of members from the NHS England and Improvement Team, Content Author(s) and Reviewer(s) to migrate and test a set of e-learning objects.
- Work with the Project Team to set up all the content on the elfh Hub according as specified in the LMS Configuration Document.
- Create the project microsite on the elfh website.
- Support the roll out of the content through social media and other communications channels as appropriate.
- Make minor changes to the content post-go live (e.g., typographical errors reported by users).
- The elfh platform will migrate to the NHS Learning Hub in the near future, for further information please refer to the HEE TEL roadmap.

The Project Team will:

- Supply subject matter experts(s) to write the raw content to be supplied to elfh's Learning Designers to create the e-learning content.
- Supply elfh with copy to go on the elfh website.
- Support the roll out of the content through their networks and communications channels.
- Work with elfh as needed to assess content errors reported by users or stakeholders and recommend changes to the content as required.
- All agreed content is live on the elfh Hub and the Hub build has been signed off.

### **Service Levels**

- This section covers the service levels that HEE elfh will provide to the project team once the initial project is complete and two Parties go into a Business-as-Usual state.
- Service levels for users of the elfh Hub are out of scope for this document.
- All resolution times mentioned are based on an 8-hour working day from 9.00 to 17.00 on weekdays not including bank holiday. In other words, if a request is made at 3pm on a Friday before a bank holiday weekend, then the deadline for completion is 8 working hours later at 3pm on the following Tuesday.
- Where possible, requests should be logged at the elfh Service Desk. There are two ways to raise an incident:

- Support Form:

- E-mail:

- Upload new content
- Upload a new version of a session – 16 hours
- Updating a whole module or group of sessions – 40 hours per 15 sessions

- Batch upload a group of users

- 24 hours (if the user data is good and the upload can be completed)
- Edit website text
- 24 hours

### **Out of scope**

- For clarity, the following areas are out of scope for this project:
- Any contractual relationship between NHSE and subject matter experts to create or supply content for use in the e-learning materials.
- Major rewrites of the whole programme of content.

## Annex B – Declaration

Signed for and on behalf of NHS England – London region:

Name: [REDACTED]

Position: [REDACTED]

Signature: [REDACTED]

Date: [REDACTED]

Signed for and on behalf of Health Education

England: Name: [REDACTED]

**Position:** Head of Technology Enhanced Learning

**Signature:**

**Date:** [REDACTED]

[REDACTED]