

Working at scale

What are alliance agreements?

With the increasingly high demand for GP services and tough NHS budgetary constraints, the pressure faced by general practice is growing. Partnerships are finding their numbers dwindling as partners retire but replacements hard to recruit. To combat this, practices are following the trend for 'working at scale' and turning to mergers, GP networks/federations and super partnerships.

However, these models are not for everyone, and we have found many practices opting to establish less formal 'alliances'. This allows them to alleviate their workloads, without compromising their autonomy and control over their business.

The form that such arrangements take largely depends on the practice's objectives, and the requirements of the local commissioners. GMS and PMS Regulations restrict practices from sub-contracting their rights or duties under the contract unless certain conditions are satisfied – including that they have notified the commissioner of their intention.

Alliance agreements can be appealing, but you must do some careful preparation. It is important to define the rights and obligations of each party in a contractual document so everyone knows what to expect.

Here are the top things we suggest that you cover in an alliance agreement:

1. Services

What are the details of the services being 'shared'? Think about the practical process of how they will be supplied (from booking appointments through to follow up ones)

2. Resources

What will each party need to commit to the arrangements?

3. Obligations

Under the arrangements, what are each party's obligations? For example, where clinical services are being provided, you might expressly outline:

- i. That the supplier must ensure that any GPs satisfy the qualification requirements under the GMS/PMS Regulations (and that it has received all relevant references), and
- ii. the quality expected of each party in delivering the services (this would essentially mirror the requirements under the core contract)

4. Patient records

If applicable, how are patient records to be updated?

5. Insurance

What insurance obligations apply, and where does the responsibility sit?

6. Price and payment

What are the payment terms (if any)?

7. Liability

Who is primarily liable if there is an issue with the services provided (whether care, advice or other support)?

8. Staff

Who will be responsible for the staff employed to deliver the service? You would expect there to be an agreement that each party is responsible for their own employees. You may need to consider whether the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) will apply in the event that the service is terminated.

9. Term

What is the length of the agreement (for example, a fixed term or rolling contract which continues indefinitely unless terminated)?

10. Termination

In what circumstances and how can the agreement be terminated?

11. Review provisions

You would usually wish to identify i) the key contacts for each practice, and ii) the provisions for emergency and periodic reviews

12. Confidentiality and data protection

What are the parties' obligations in terms of confidentiality and data protection?

13. Dispute resolution

How will disputes be resolved (for example, by some form of alternative dispute resolution such as mediation or arbitration)?

Contact us

If you are considering entering an 'alliance agreement', or would like information about working at scale, contact us:

bmalaw.co.uk
0300 123 2014
info@bmalaw.co.uk