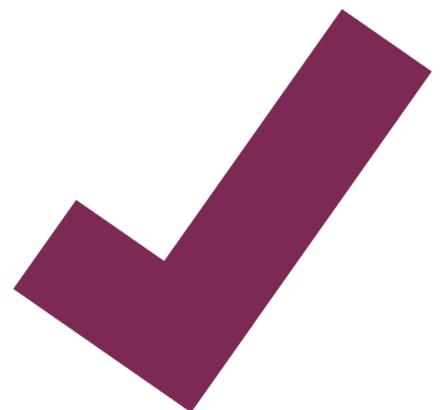


**MEMORANDUM OF UNDERSTANDING
MADE BETWEEN NHS ENGLAND**

AND

INSERT NAME OF LEAD ORGANISATION



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1. PARTIES

1.1 The Parties to this Memorandum of Understanding (“MOU”) are:

(A) NHS Commissioning Board operating as NHS England (the "Authority")

(B) **INSERT NAME OF LEAD ORGANISATION** (the "Lead Organisation")

each a party and together the parties.

1.2 Throughout this MOU the following terms shall refer to the following organisations:

Term	Organisation(s)
Lead Organisation	<i>To be completed by Lead Organisation</i>
Partner Organisation(s)	<i>To be completed by Lead Organisation</i>
Behavioural Intervention Provider	Confirmed separately
National Programme Team	Diabetes UK, Public Health England, NHS England

2. BACKGROUND TO THE MOU

2.1 This MOU has been developed to clarify the roles and responsibilities of Lead and Partner Organisations and the National Programme Team in the implementation and delivery of the NHS Diabetes Prevention Programme (the "NHS DPP") within partnership geographies. It provides assurance that Lead and Partner Organisations are all engaged in resourcing and delivering the work required and sets out the joint commitment to the NHS DPP.

NHS Diabetes Prevention Programme Background

2.2 The NHS DPP was announced in the NHS Five Year Forward View, published in October 2014, which set out the ambition to become the first country to implement at scale a national evidence-based diabetes prevention programme modelled on proven UK and international models, and linked where appropriate to the new NHS Health Check.

2.3 The NHS DPP is a joint initiative led by NHS England, Public Health England (“PHE”) and Diabetes UK, together the National Programme Team. The programme aims to deliver services which identify people with non-diabetic hyperglycaemia who are at high risk of developing Type 2 diabetes and offer them a behavioural intervention that is designed to lower their risk of onset of Type 2 diabetes.

Purpose of the NHS Diabetes Prevention Programme

2.4 The long-term aims of the NHS DPP are:

- 2.4.1 to reduce the future growth in incidence of Type 2 diabetes;
- 2.4.2 to reduce the incidence of complications associated with Type 2 diabetes - heart, stroke, kidney, eye and foot problems related to diabetes; and
- 2.4.3 over the longer term, to reduce health inequalities associated with incidence of Type 2 diabetes.

2.5 Purpose of Lead Organisations

- 2.6 The Authority has established a framework of organisations to provide behavioural interventions and will nationally fund these interventions in Lead and Partner Organisation geographies.
- 2.7 We have structured roll out of the NHS DPP around Sustainability and Transformation Partnerships (STP) and their member Clinical Commissioning Groups and local authorities. We will work to move all contract geographies to align with STPs, providing a single provider contract for each STP.
- 2.8 The interventions provided by Behavioural Intervention Providers will be funded by the Authority, and the contract with the Behavioural Intervention Providers will sit with the Authority. Upon agreement of this MOU the Authority will work with the Lead Organisation to support the implementation of the programme. Once the MOU is signed the Lead Organisation and the Authority are expected to fulfil their obligations set out in this MOU.
- 2.9 The Lead Organisation will coordinate work across all the Partner Organisations, with regards to:
 - 2.9.1 establishing governance and delineation of responsibilities;
 - 2.9.2 utilisation of resources from the Authority;
 - 2.9.3 recruitment and capacity and demand planning to the programme; and
 - 2.9.4 development of plans to embed the service long term in the local care pathway.
- 2.10 Schedule 2 sets out the specific obligations of Lead Organisations.

3 PURPOSE OF THE MOU

3.1 This MOU sets out the:

- 3.1.1 Obligations of Lead and Partner Organisations - Schedule 2
- 3.1.3 Schedule for transfer of monies – Schedule 3

4. COMMENCEMENT AND PERIOD OF OPERATION

- 4.1 This MOU will be effective once signed by both parties and will expire 1st June 2020 unless varied in accordance with Clause 9 or terminated in accordance with Clause 10.

4.2 To support implementation and fulfilment of obligations Lead Organisations will be provided with non-recurrent funding for the NHS financial year 2018/19. There is potential for further funding in 2019/20 but this is not confirmed and sits outside of the scope of this MOU.

4.3 All funding shall be used for the purposes of delivering the activities outlined in Schedule 2.

5. WHAT THE LEAD ORGANISATION WILL DELIVER

5.1 The Lead Organisation will deliver the activities outlined in Schedule 2 and ensure that sufficient resources are made available to deliver these.

5.2 The Lead Organisation will work with the Partner Organisations, to ensure delivery of the NHS DPP across the Lead and Partner Organisations geographies.

5.3 The Lead Organisation will work with the Behavioural Intervention Provider to inform and support the mobilisation, implementation, capacity and demand management and integration of services.

5.4 The Lead organisation will ensure the smooth identification and flow of referrals into the service to enable the Behavioural Intervention provider to deliver services in line with the national service specification.

6. PRICING OF THE SERVICE

6.1 The non-recurrent 2018/19 funding allocation to the Lead Organisation is set out in Schedule 4. This funding is to support the activities set out in Schedule 2.

7. REVIEW OF THE SERVICE

7.1 Lead Organisations will be expected to attend (either in person or virtually) progress meetings with the Authority or NHS England regions acting on behalf of the Authority. These meetings will be arranged, chaired and minuted by the Authority. These will initially occur monthly and will move to a quarterly or bi-annual basis as appropriate. Where required, risks and issues will be escalated through the Authorities governance structures.

7.3 The Lead Organisation is expected to raise risks or issues in a timely manner via their NHS England Regional Diabetes Lead, and the Authority will support where appropriate the management of these risks or issues.

8. CONTACT POINTS

8.1 This MoU will be monitored by the Authority.

8.2 The points of contact for the Lead Organisation and the Authority are set out in Schedule 1.

9. **VARIATION**

- 9.1 Subject to clause 10.1 this MOU may be modified in accordance with the change control procedure detailed in the Appendix A. This will require joint written agreement from both the Authority and the Lead Organisation.

10. **TERMINATION**

- 10.1 The Authority may immediately terminate or, notwithstanding clause 9, unilaterally vary the funding set out in schedule 4 or terminate this MOU if the Lead Organisation breach obligations set out in Schedule 2.

11. **DISPUTE RESOLUTION**

- 11.1 Disputes between Lead and Partner Organisations and Behavioural Intervention Providers are expected to be resolved locally wherever possible, especially handling issues arising from practical implementation. Where issues cannot be resolved, or where they could potentially impact on the delivery of the service, these should be escalated to the Authority in a timely manner as part of the review process in Clause 7.

12. **CONFIDENTIALITY, FREEDOM OF INFORMATION AND TRANSPARENCY**

- 12.1 Each party agrees to keep confidential all documents relating to or received from the other party under this MOU that are labelled as confidential. Where a party receives a request to disclose Information that the other party has designated as confidential, the receiving party shall consult with the other party before deciding whether the Information is subject to disclosure. The parties agree that this Clause shall survive the expiry or earlier termination of this MOU. For the purpose of this Clause, "Information" has the meaning given under section 84 of the Freedom of Information Act 2000.

- 12.2 The parties shall co-operate with each other in handling and disposing of requests made to either of them, which are the responsibility under the Freedom of Information Act 2000 of the other.

- 12.3 Lead Organisations must cooperate with the Authority in its compliance with transparency requirements.

13. **PUBLICITY**

- 13.1 The parties shall consult with each other before deciding whether to give any publicity to the matters covered by this MOU.

14. **DATA PROTECTION**

14.1 The parties warrant that they shall duly observe all their obligations under the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and any legislation and/or regulations implementing them or made in pursuance of them and any associated legislation that arises in connection with the MOU ("Data Protection Requirements").

15. **INTELLECTUAL PROPERTY RIGHTS**

15.1 The parties may use each other's logos for the purposes of delivering and promoting the services specified in the MOU provided such use is in line with the owner's guidelines and the Authority's branding guidelines.

15.2 Subject to Clause 15.3 any other use of the logo or other intellectual property rights will require express permission in writing from the owner.

15.3 The Lead Organisation grants the Authority a fully paid-up exclusive perpetual licence to use any Arising IPR for the purpose of the exercise of the Authority's functions, including the provision of the NHS DPP, together with the right for the Authority to grant sub-licences to:

- (a) any other organisation for the purpose of delivering services or supporting the delivery of services (including the delivery of the NHS DPP) to the Commissioner; and/or
- (b) any commissioner or provider of health and social care services for the purpose of the exercise of their respective functions.

For the purpose of this Clause, "Arising IPR" means any intellectual property created or developed by the Lead Organisation as a result of carrying out the obligations set out in this MOU.

16. **NO PARTNERSHIP OR AGENCY**

16.1 Nothing in this MOU shall be construed as creating a partnership.

16.2 No party shall be deemed to be an agent of any other party and no party shall hold itself out as having authority or power to bind any other party in any way.

16.3 Neither party shall have any liability to the other party for any redundancy costs arising either from delivery of the services or by the termination of the MOU, whether by the passage of time or any earlier termination.

17. **LAW AND JURISDICTION**

17.1 The Parties recognise that the Agreement is not a legally binding contract but nevertheless will honour, observe and perform as if it was.

Signed for and on behalf of the Authority

Name:

Position:

Signature:

Date:

Signed by NHS England Regional Delivery & Commissioning Operations

Name:

Position:

Signature:

Date:

Signed for and on behalf of the Lead Organisation by the Senior Responsible Officer for programme delivery

Name:

Position:

Signature:

Date:

Sustainability and Transformation Plan Leads

Name:

Position:

Signature:

Date:

Supporting signatures from Partner Organisations agreeing to work with Lead Organisations to deliver the activities set out in Schedule 2:

Signed for and on behalf of the Partner Organisation

Name:

Position:

Signature:

Date:

Signed for and on behalf of the Partner Organisation

Name:

Position:

Signature:

Date:

Signed for and on behalf of the Partner Organisation

Name:

Position:

Signature:

Date:

INSERT AS REQUIRED – Please use separate sheets if this make collation easier.

Schedule 1 – Contact points

For the Authority

Name	Contract Management Team Leader
Office Address	Medical Directorate NHS England Skipton House London SE1 6LH
E mail address	england.ndpp@nhs.net

For the Lead Organisation

Name	
Office Address	
Telephone number	
E mail address	

Schedule 2 - Specification

Activity required from the Lead Organisation

Funding

- 1 The Authority will provide non-recurrent funding in 2018/19 to the Lead Organisation on the understanding that it is used exclusively for activities relating to deliverables in Schedule 2 of this MOU.
- 2 All funding provided from the Authority under the terms of this MOU must be spent in 2018/19 and in line with the Authority's and broader public sector requirements for regularity, propriety and value for money. Sites may be required to provide access to the Authority's Internal Audit team to verify this.

Recruitment

- 3 Lead organisations will ensure that referrals are delivered in sufficient volumes to utilise the monthly provision of programme initial assessments set out in paragraph 3. This will require management and adjustment of referral volumes as the percentage conversion from uptake to initial assessment is understood. The referral profile in paragraph 4 provides a guide.
- 4 The partnership, consisting of Lead and Partner Organisations will deliver sufficient referrals to utilise *insert total number of initial assessments* to the Behavioural Intervention Provider in line with profile below. Any changes to this profile will be dealt with through the variation process set out in Clause 9.

Monthly Initial Assessment figures

	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
2018/19												
2019/20												
2020/21												

- 5 The referral profile below should be used as a guide for required volumes of referrals that may be required to deliver this volume of initial assessments in partnership with the provider. It is likely that this will need to vary as the uptake rate that is being seen across the partnership becomes clear.

Monthly referral figures

	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar
2018/19												
2019/20												
2020/21												

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- 6 A person shall be considered to have been referred to the Behavioural Intervention Provider where they meet the relevant criteria for referral as outlined in the service specification¹, where consent for referral from the patient has been secured and where sufficient details are provided to the Behavioural Intervention Provider to enable contact with the individual or when the individual makes direct contact with the Behavioural Intervention Provider.
- 7 A person shall be considered to have attended an initial assessment when they have attended the initial assessment arranged by the provider and provided data to the provider enabling them to complete the initial assessment process.
- 8 Where Lead Organisations are unable to deliver sufficient referrals to utilise the provision of initial assessment as set out in paragraph 3 this could result in termination of the MOU as per Clause 10.
- 9 Lead Organisations, will lead the delivery of the NHS DPP, with Partner Organisations through:
 - a. Working with general practice, the local NHS Health Check providers and wider stakeholders to identify and refer individuals identified as having non-diabetic hyperglycaemia onto the NHS DPP
 - b. Integrating the NHS DPP into the local care pathway
 - c. Implementing local marketing initiatives following all national branding and marketing guidelines
 - d. Coordinating local communications, including seeking clearance on programme launch announcements with the Authority
 - e. Co-operating with the local Behavioural Intervention Partner to develop and agree a mobilisation and implementation plan that covers all Partner Organisations to inform the location, number and delivery arrangements of behavioural intervention groups in line with the national service specification.
 - f. Use available local and national data to monitor and adjust delivery plans in partnership with providers to meet the needs of local populations and address health inequalities.
 - g. Co-operating with the local Behavioural Intervention Provider to agree and manage the process of referrals, including appropriate data processing / data sharing agreements where required
 - h. Developing, implementing and assuring delivery of a programme plan that sets out the activities, resources and owners of Lead and Partner Organisation's actions relating to implementation and delivery of the NHS DPP

¹ Acceptance criteria for the NHS Diabetes Prevention Programme as described in the service specification section 3.4.1.

The Provider must accept the following individuals onto the Service:

- Individuals who have already been identified as having non-diabetic hyperglycaemia in the past 12 months via GP systems and/or who have been included on a GP register of patients with non-diabetic hyperglycaemia; and / or
- Individuals who have already been identified as having non-diabetic hyperglycaemia in the past 12 months via the NHS Health Check programme

The Provider will develop and agree detailed referral protocols with local health economies.

Exclusion criteria - The following individuals must be excluded from the Service:

- Individuals with blood results confirming a diagnosis of Type 2 diabetes
- Individuals with a normal blood glucose reading on referral to the Service

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- i. The Lead Organization and Partner organisations will be expected to attend (either in person or virtually) regular progress and planning meetings with their behavioural intervention provider. These meetings will occur as and when required and at least monthly.

Programme development

- 10 Local evaluations undertaken within the Lead and Partner Organisation geographies will be shared with the National Programme Team to inform the development of the NHS DPP
- 11 Lead Organisations will maintain learning logs around implementation and provide feedback to the Authority at scheduled review meetings
- 12 The National Programme Team will share all available learning and knowledge relating to the NHS DPP wherever possible and will facilitate an open and transparent exchange of learning between current and future Lead and Partner Organisations.
- 13 Lead Organisations will work with Partner Organisations and wider stakeholders where required, as well as Behavioural Intervention Providers to ensure signposting and where appropriate referral to local services for participants completing the NHS DPP
- 14 Lead Organisations will lead the development of a robust local strategy, ensuring the flow of referrals into the NHS DPP from Lead and Partner Organisations is delivered in line with uptake of initial assessments and the overall volume of places available to the local health economy over the period of the MoU
- 15 Lead Organisations will lead the development of local referral pathways that take account for other available programmes (For instance Tier 2 weight management services or alternative Type 2 diabetes prevention services)
- 16 Where the NHS DPP will have an effect on existing services which are locally commissioned the local Partner Organisation must undertake appropriate consultation with its local population about the proposed changes on behalf of the Authority

Governance

- 17 Lead Organisations will develop and agree governance structures locally with Partner Organisations and where appropriate wider stakeholders for example health and wellbeing boards. These arrangements should integrate with STP governance arrangements, providing governance across the STPs member organisations.
- 18 Lead Organisations should consider how to involve Behavioural Intervention Providers locally within governance structures to support dialogue and partnership working
- 19 Lead Organisations will implement formal governance agreements with explicit roles, responsibilities and agreement on the use of resources provided by the Authority for Partner Organisations
- 20 Lead Organisations will coordinate and collaborate with Partner Organisations to ensure that GP practices and NHS Health Check providers are engaged and referring into the NHS DPP
- 21 Lead Organisations and Partner Organisations will comply with the information provided by the National Programme Team relating to branding and marketing

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- 22 Lead Organisations and Partner Organisations should have regard to information governance requirements for case finding and referral along with centrally developed materials
- 23 Lead Organisations will ensure a robust strategy offering the intervention, seeking consent and making sure the referral is designed and implemented across Partner Organisations.
- 24 Lead Organisations will work with Partner Organisations and Behavioural Intervention Providers to ensure a complaints procedure is in place, that responds to issues relating to but not limited to equalities, identification, invitation and referral systems
- 25 Lead Organisations will attend the schedule of programme meetings arranged by the Authority and set out in Clause 7
- 26 Lead Organisations will provide other information and reports to NHS England as and when required

Data management

- 27 Lead and Partner Organisations will comply with data protection and information governance regulations
- 28 Lead and Partner Organisations will comply with any requirements relating to patient confidentiality
- 29 Lead Organisations will share where appropriate data captured in Lead and Partner Organisations with the National Programme Team

Planning and Reporting

- 30 Lead Organisations will develop a programme plan that covers all activity required across Lead and Partner Organisations that make up the partnership
- 31 Lead Organisations will provide monthly status reports on delivery against programme plans
- 32 Lead Organisations will establish appropriate local stakeholder engagement plans to support implementation of the NHS DPP and identification and referral of eligible patients
- 33 The Lead organisation will coordinate the completion and return to the Authority of monthly highlight reports on behalf of all Partner Organisations covered by this MOU.

Working with the Behavioural Intervention Provider

- 34 Lead Organisations will work in partnership with the providers to ensure that populations locally can access DPP services
- 35 Lead Organisations will support the Provider in implementing any agreed tailoring where possible to meet the socio-economic and cultural needs of local populations
- 36 Lead Organisations will lead the resolution and management of local issues and challenges
- 37 The Lead Organisation and Partner organisations will be expected to attend (either in person or virtually) regular progress and planning meetings with their behavioural intervention provider. These meetings will occur as and when required and at least monthly.

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Schedule 3 – Pricing and payment

- Schedule 4 sets out the non-recurrent 2018/19 funding allocation to the Lead Organisation under the terms of this MOU.

	PRICE
Non-recurrent payment to Lead Organisation to support deliverables as outlined in schedule 2 of this MOU.	XXXX
Total	XXXX

- Invoice Schedule

Invoice Date	Invoice Amount
April 2018	25%
July 2018	25%
October 2018	25%
January 2019	25%

- Invoices will need to include a PO number which can only be generated and sent to the Lead Organisation on receipt of a signed MOU. Invoices must be sent directly to the Authority in order to be passed for payment.

- For the Authority

Name	Contract Management Team Leader
Office Address	Medical Directorate NHS England Skipton House London SE1 6LH
E mail address	england.ndpp@nhs.net

- For the Lead Organisation

Name	<i>To be completed by the Lead Organisation</i>
Office Address	XXX
Telephone number	XXX
E mail address	XXX

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Appendix A

Change Control Procedure

Contract Change Note (CCN)

Sequential Number	[insert]
Title:	[insert]
Originator:	[insert]
Date change first proposed	[insert]
Number of pages	[insert]

Reason for proposed change

{Please insert, full details of the reason for the change}

{- Continuation of the duration of the period of operation of this MOU, from _____ to _____},

{- changes to pricing as follows: _____}

Full details of proposed change

{Please insert full details of the proposed change}

Details of likely impact, if any, of proposed change on other aspects of the MOU

{Please insert details or "None"}.

Date of Proposed Change

[insert]

Save as herein amended, all other terms and conditions of the MOU inclusive of any previous CCNs shall remain in full force and effect.

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Signed for and on behalf of **[insert]**:

Name and Title:	
Signature:	
Date:	

Signed for and on behalf of **[insert]**:

Name and Title:	
Signature:	
Date:	