

**Memorandum of Understanding**

Between

**Kent & Medway Cancer Alliance**

and

***[PROVIDER NAME]***

**Introduction**

This Memorandum of Understanding sets out the terms and understanding between the Kent & Medway Cancer Alliance (“the Alliance”) and *[PROVIDER (“the Provider”)]* (together referred to as “the Participants”) in relation to the transfer of specific national Cancer Alliance transformational funding for a Fibroscan Technician (AfC Band 3) who will provide a fibroscanning service to identify patients at risk of liver cancer and refer them for surveillance.

A sum of [£XXX] has been allocated by the Kent & Medway Cancer Alliance to [PROVIDER NAME] for 2023/24.

The transfer of this money is to enable [PROVIDER] to employ an AfC Band 3 technician to carry out fibroscanning to identify patients who may be at risk of liver cancer.

**Background**

2023/24 Cancer Alliances planning guidance asks Alliances to:

1. Ensure all patients who qualify for liver surveillance under NICE guidance NG50, CG165 or CG115 are identified and invited to a surveillance appointment every 6 months. ​
2. Continue to support patients at high risk of liver cancer to remain on liver surveillance pathways and attend liver surveillance appointments. ​
3. ​Support local Community Liver Health Checks (CLHC) pilots in areas where they are being delivered by Operational Delivery Networks (ODNs).

This role is concerned with requirement 1 and will play a key role in identifying patients who qualify for liver surveillance, referring them on to virtual clinics for assessment and ongoing surveillance.

The Participants have reached the following understandings:

1. Purpose
   1. The purpose of this memorandum is to provide support to [PROVIDER] to enable it to implement a fibroscan service. The role description is set out in Annex A.
   2. The Provider will be awarded the funding in line with the commitments set out in this memorandum.
   3. The Provider accepts the funding, which will be used solely for the purposes set out in this agreement.
   4. The Provider will not use the funding to undertake any activities other than those set out in this agreement without the prior written approval of the Alliance.
2. Duration
   1. This memorandum will come into effect upon signature by both Participants and provides funds for the period from [Start date] until [End date].
3. Financial arrangements
   1. Summary of the financial arrangements.
      1. The total amount of the cost eligible for financing is [currency and amount]
      2. The Provider should invoice for 50% of the total amount on signature of this Memorandum of Understanding, and 50% a period of six months thereafter.
      3. The Participants recognise the importance of recruitment and procurement good practice when using funds provided by the Alliance for any recruitment or procurement that is necessary.
      4. Full responsibility for conducting the recruitment process will remain with the provider. This includes all pre-employment checks, ongoing supervision of the role and all other employment liabilities. The Kent and Medway Cancer Alliance is under no obligation to continue funding beyond the specified period and will have no liability for any employee redundancy claims at the end of the project. The provider should ensure that contracts with any staff recruited to the project reflect the fixed term nature of the available funding.
4. Amendment of this memorandum

Any amendment to this memorandum will be decided upon by both Participants and will be made in writing.

1. Reporting
   1. On [Date] and every [3] month(s) thereafter, the Provider will produce a brief narrative report of the activities undertaken under this agreement. The Provider agrees to complete the Liver Surveillance quarterly reporting and return to the Kent and Medway Cancer Alliance, Early Diagnosis Programme Lead (Cathy Finnis) which is:

* **Number of people identified as at high risk of liver cancer (with cirrhosis/advanced fibrosis)​**
* **Number of people invited to six monthly liver ultrasound surveillance (within the last six months)**​
* **Number of people who have attended liver ultrasound surveillance (within the last six months)**

1. Termination
   1. The Alliance may end its participation in this arrangement by giving one month’s written notice to the Provider, in the following circumstances:
      1. Failure to implement the project according to this memorandum
      2. A significant failure by the Provider to meet any of the commitments in this memorandum
      3. Force majeure
      4. Where any changes occur which, in the opinion of the Alliance, impair significantly the value of the contribution of the project towards the programme objective.
   2. If this arrangement is terminated prior to the second payment referred to in paragraph 3, a, ii above, that payment shall not be made.
2. Dispute settlement

Any dispute that may arise as to the interpretation or application of this memorandum will be settled by consultation between the Participants.

1. Contact information

The Provider will provide the Alliance with contact details for its representative with responsibility for addressing normal day to day enquiries.

**Funding**

Invoices should be sent to the following address:

**FAO Ian Vousden**

**NHS KENT AND MEDWAY ICB**

**QKS PAYABLES N115  
PHOENIX HOUSE,**

**TOPCLIFFE LANE,**

**WAKEFIELD, WEST YORKSHIRE**

**WF3 1WE**

**Signed on behalf of the Alliance: Signed on behalf of the Provider:**

**Signature: …………………………… Signature: ……………………………**

**Name: ………………………….……. Name: ………………….…………….**

**Position: ……………………………. Position: …………………………….**

**Date: ………………………………… Date: …………………………………**

**Email ………………………………… Email: ……………………………..…**

**Tel: ……..…………………….……… Tel: ………………..…………………**

**Contact Information**

Kent & Medway Cancer Alliance

Cathy Finnis

Cancer Alliance Earlier Diagnosis Programme Lead

[cathy.finnis@nhs.net](mailto:cathy.finnis@nhs.net)

07849800242

**Annex A**

Job description