

Overseas Healthcare Provision – Access to NHS Standard Care for HMG Staff Overseas

Memorandum of Understanding (MOU)

This MOU is between the Foreign & Commonwealth Office, the Ministry of Defence, the British Council, the Cabinet Office, the Home Office, the Crown Prosecution Service, the Department for International Development, Department for Transport, FCO services, HMRC, the National Crime Agency, Executive Office Northern Ireland, Scottish Enterprise and the Scottish Government .

1. The objective of this MOU is to establish the roles and responsibilities of all the HMG participants in the Overseas Healthcare contract. In line with government policy on One HMG Team Overseas, participants will work together to ensure that staff are treated equitably and that we work together to achieve efficiencies of scale for HMG as a whole.
2. The Memorandum is an operational document and is not a contract or other form of legally binding undertaking. By signing the Memorandum, participants have agreed to use all reasonable endeavours to comply with the terms and spirit of the Memorandum.
3. This Memorandum will be included as an Annex to the current HMG Overseas Joint Platform and Corporate Services Financing Model Memorandum of Understanding which lasts until 31 March 2018, and any subsequent Memorandums.
4. This Memorandum will be in place during the tender process (commencing May 2014), and the duration of the Contract, which commenced in April 2015 and last for three years with the option for two further one year extensions.
5. Departments that are party to this tender and Memorandum do so with the expectation of participating in the contract for its full duration, providing that they continue to have an overseas presence, and that the procurement process has demonstrated value for money and affordability.

Background

6. In April 2014, the FCO Board and HM Treasury approved the Outline Business Case for a replacement HMG-wide healthcare contract to cover HMG staff posted overseas and their dependants and for staff based in the UK who travel overseas on official HMG business. The contract is based on the current model which covers 14,500 staff and dependants from 9 Departments and will now cover 23,000 staff and dependants from 14 Departments.
7. The Invitation to Tender for this contract was published on 7 May 2014 with a deadline of 23 June 2014. All participating Departments have been invited to evaluate the tenders received.
8. The Project Board, which all participating Departments are members of, approved the jointly developed tender documentation and each Department confirmed participant numbers before the Invitation to Tender was published.

Roles & Responsibilities

9. As the platform provider, the FCO is the contract signatory and will therefore be responsible for overall contract management.
10. The successful bidder that is awarded the contract (the Supplier) will provide the necessary management information, account management structure, and invoicing to allow each Department to administer their own services.
11. Each individual Department will be required to have at least one nominated officer to represent their department at Contract Management Boards (c 6 p.a.), to resolve any medical casework issues and will remain responsible for making decisions relating to their own staff. Substitute representatives should be nominated and have a working knowledge of the contract and associated processes. .
12. Payment of invoices will be the separate responsibility of each Department.
13. Actual management fee costs will be established as far as possible during the tender process and will be apportioned by Department as shown in Annex B. Associated medical treatment costs will vary depending on usage.
14. Each Department will be offered the opportunity to attend a joint fortnightly meeting with the supplier in Whitehall to review complex cases and to address systemic issues that arise.
15. Separately to these fortnightly meetings Departments may meet from time to time to discuss and review the operation of the Memorandum, with or without the presence of the supplier.
16. Any contractual disputes with the supplier should be dealt with in accordance with Section 47 of the Conditions of Contract.

Change Management

17. Any changes in scope requested by department(s) should be notified to the supplier and the FCO in writing with three months notice of the change taking effect. If there is a cost impact of this change the supplier will alert the department and the FCO, and the Department which instigated the change will be responsible for any increase in costs including any cost to vary the contract.
18. The contract is intended to have price stability so that an overall 10% increase or reduction in staff on the contract will not impact overall costs. This is to give budget certainty for all departments.
19. The cost apportionment in Appendix B will be reviewed annually and if the overall staff numbers requiring the service is over the 10% threshold a revised Percentage Split of Charges by Department will be published. The FCO will use the overseas staffing forecasts provided for the Joint Platform MOU and will collect data on dependants and duty travellers at the same time.

Signatories to MOU



HR Director
Foreign & Commonwealth Office
Date:



Head of HR Central Services
Department for Transport
03/11/2016