

**LEARNING AND DEVELOPMENT
AGREEMENT**

between

Health Education South London

for and on behalf of

Health Education England

and

**Lewisham & Greenwich Healthcare NHS
Trust**

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SECTION ONE

FORM OF AGREEMENT

This Agreement is made on: 1st April 2014

between: Health Education England
(the Authority)

Blenheim House
Duncombe Street
Leeds
LS1 4PL

and: Lewisham & Greenwich Healthcare NHS Trust
(the Placement Provider)

University Hospital Lewisham,
Lewisham High Street,
London, SE13 6LH

together referred to as “the Parties”.

The Learning and Development Agreement commences on:

Day [Numeric]: 01	Month: 04	Year: 2014
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(the “Commencement Date”)

Unless terminated earlier in accordance with the terms of the Learning and Development Agreement, the Learning and Development Agreement remains in effect until:

Day [Numeric]: 31	Month: 03	Year: 2015
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(the “Expiry Date”)

If the cumulative value of the contract exceeds £50,000,000 it will require Treasury Approval which is to be sought via Health Education England’s Central Finance Team to process via the Department of Health.

IT IS AGREED THAT

The Form of Agreement (Section One) together with the attached Section Two and associated Schedules inclusive are documents which collectively form the “Learning and Development Agreement” as defined in Section Two.

Signed for the Authority		Witnessed by
Title or position held on behalf of the Authority		
Full Name		
Signature		
Date		

Signed for the Placement Provider		Witnessed by
Title or position held on behalf of the Placement Provider		
Full Name		
Signature		
Date		

SECTION TWO

TERMS AND CONDITIONS

BACKGROUND:

(A) Health Education England (known afterwards in this Agreement as “the Authority”) is committed to the provision of quality education and training for the development of healthcare professionals and accordingly it has allocated a budget to its LETBs to fund specific education and training and to meet strategic education and training objectives. The DH requires the Authority to use the funding appropriately and shall monitor the Authority against certain key performance indicators set out in the mandate from the Secretary of State to the Authority.

(B) The Agreement will be managed on behalf of the Authority by a designated Local Education and Training Board (LETB) under the Authority’s scheme of delegation.

(C) Accordingly, the Authority commissions a broad range of education and training services from a variety of Placement Providers (including the Placement Provider) (and, where relevant, non-NHS Placement Providers) to ensure staff and prospective staff of NHS organisations (and, where relevant, non-NHS organisations) are properly trained at all times. The purpose of this Agreement is to:

- (i) ensure that the Placement Provider provides high quality learning and training environments that support the learning and development of Learners undertaking education/training within the Placement Provider to ensure that the Learners have the appropriate skills;
- (ii) set out the obligations of the Placement Provider and the Authority to provide support, education and training and workforce development;
- (iii) set out the arrangements for the use of the budget by the Placement Provider; and
- (iiii) In allocating funds to the Placement Provider, the Authority expects the Placement Provider to support national workforce priorities and those identified locally through the relevant LETB, and to make investment plans and decisions based on long-term workforce planning using local and national data sources including that currently produced by the Centre for Workforce Intelligence.

AGREED TERMS:

1. DEFINITIONS, INTERPRETATION AND CONSTRUCTION

1.1 Definitions

In this Agreement the following words and expressions shall, save where the context or the express provisions of this Agreement otherwise requires or admits, have the following respective meanings:

Agreement Expiry Date means the date of expiry or earlier termination of this Agreement as the context so requires;

Agreement Year means any period of 12 consecutive Months the first such period commencing on the Commencement Date and subsequent periods commencing on the anniversary date of the Commencement Date and in the first year being the period from the Commencement of Date;

Annual Plan will match to the NHS Financial Year 1st April to 31st March;

Area Team means a regional outpost of NHS England;

Authorisation Framework sets out the establishment criteria for Local Education and Training Boards;

Authority's Budget means the education and training budget afforded to Health Education England. This budget formerly consisted of NMET, SIFT and MADEL funding streams;

Authority's Representative shall have the meaning given in clause 6.1;

Business Day means any day which is not a Saturday, Sunday or public holiday in England;

Change in Law means the coming into effect or repeal (without re-enactment or consolidation) of any Law or any amendment or variation to any Law or any judgement of a relevant court of Law which changes binding precedent in England and Wales in each case after the date of this Agreement;

Clinical Training means the structured clinical training elements of the Programme provided by the Placement Provider in accordance with this Agreement, as are necessary to fulfil the requirements of the Curriculum and the relevant responsible Regulatory Body and Postgraduate Training produced by professional bodies, Postgraduate Deans ETC;

CNST means Clinical Negligence Scheme for Trusts;

Commencement Date means 01 April 2014;

Commercially Sensitive Information means the information set out in Clause 21 and as updated from time to time, which is disclosed or made available directly from one Party to the other Party and the disclosure of which

the Party disclosing it consider(s) would or would be likely to prejudice the commercial interests of either Party or a third party;

Confidential Information means the information set out in Clause 21 and as updated from time to time, which is disclosed or made available directly from one Party to the other Party and which is indicated by the disclosing Party in writing as being confidential in nature;

Contract Term shall have the meaning set out in clause 2.1;

Curriculum means the relevant educational requirements for the Learners established by the relevant Regulatory Body;

Demobilisation Period means the period commencing six months before the Agreement Expiry Date;

DH means the Department of Health for England and Wales;

Disclosing Party has the meaning given in clauses 21.6 and 21.7;

Disclosure Barring Service means the executive, non-departmental public body of the Home Office, which is the result of the merger of the Independent Safeguarding Authority and Criminal Records Bureau;

Dispute Resolution Procedure means the dispute resolution procedure detailed in clause 20;

Education Provider means the contracted provider of certain education and training services (including but not limited to Institutions) who are signed up to the National Standards Education Framework Agreement;

Employed Trainee means those Learners who are recruited into the NHS training posts on Programmes leading to statutory or voluntary registration, who are for the duration of their training only employed by the Placement Provider and is funded by the Authority the Placement Provider's provision of a salary for the Employed Trainee;

Fees means the amount to be paid by the Authority to the Placement Provider for the provision of the Services;

Financial Year means 1st April to 31st March;

FOIA means the Freedom of Information Act 2000;

Force Majeure has the meaning given in clause 43.1;

GMC means General Medical Council;

GDC means General Dental Council;

GP means a general medical practitioner registered on a performers list of an Area Team in England;

Good Industry Practice means using standards, practices, methods and procedures conforming to the Law and exercising that standard of skill, care and diligence which would reasonably be expected of an appropriately qualified, skilled and experienced person in the provision of services similar in nature to the Services;

Health and Safety Legislation means the Health and Safety at Work Act 1974 and any regulations made by the Secretary of State pursuant to section 15 (1) thereof;

Higher/Further Education Agreement means an agreement between the Authority and an Education Provider for the provision of either the Undergraduate or Non-Medical Programmes;

HCPC means the Health and Care Professions Council, the regulatory body for health, psychological and social work professionals;

Indemnified Party has the meaning given in clause 42.3;

Indemnifying Party has the meaning given in clause 42.3;

Institution means the provider of certain education and training services with whom students are registered to undertake the Undergraduate Medical and Dental Programmes and Non-Medical Programmes whose obligations are set out within relevant, separate agreements;

Intellectual Property Rights means any and all patent, trademarks, service marks, domain names, design rights, utility models, inventions, know how, trade and business names, copyrights and rights in databases and any other similar rights or obligations subsisting anywhere in the world (whether registrable or not) for the full duration of such rights including extensions and renewals;

Law means:

- (a) any Act of Parliament or the Welsh Assembly, any statutory instrument or other subordinate legislation of either parliament or any exercise of the Royal Prerogative;
- (b) any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;
- (c) any applicable guidance direction or determination or NHS requirements with which the Authority and/or the Placement Provider (as the case may be) is bound to comply, to the extent that the same are published and publicly available; and
- (d) any applicable judgement of a relevant court of law which creates binding precedent on England and Wales,

in each case, in force in England and Wales;

Lead Unit Agreement means the agreement which sets out the respective rights and obligations of the lead employer in relation to the provision of Post Graduate Medical and Dental Training Programmes / other relevant programmes;

Learner means a student, trainees or other category of learner actively undertaking and participating in a Programme and to whom the Services are provided excluding those who are temporarily suspended or deferred from the Programme but including employees of the Placement Provider, and Learners shall be construed accordingly;

Learning and Development Agreement (LDA) means the agreement in place between the Authority and Placement Provider for practice placement and learning activity.

LETB means a Local Education and Training Board created as a subcommittee of Health Education England to discharge duties at a local level;

Link Tutor means a duly appointed employee of the Placement Provider or Education Provider who provides teaching or non-educational support to Learners;

Losses has the meaning given in clause 14.9;

Month means a calendar month (and the term Monthly shall be construed accordingly);

National Standard Education Framework Agreement the signed framework agreement in place between the Authority and Education Providers (usually a Higher Education Institute (HEI)), such agreement having no services directly associated with it, but from which call-off contracts can be formed to define the services commissioned;

New Provider means a Placement Provider who did not provide at least one service the same as or similar to the Services within the 12 Months preceding the Commencement Date;

NHS means the National Health Service for England and Wales;

NHS Employer means the organisation that represents the collective voice of employers in the NHS;

NMC means the Nursing and Midwifery Council, the regulatory body for nurses and midwives;

NHSLA Administered Schemes are those under which NHS bodies can pool the costs of any 'liabilities to third parties for loss, damage or injury arising out of the carrying out of their functions';

NHS Staff Surveys has the meaning given in clause 12.7;

Non-Medical Programmes means any non-medical education programmes or courses leading to recognised health related qualification (but not necessarily registration with a Regulatory Body) which may be managed by an Education Provider or by a Placement Provider;

Other Provider means any other provider of education not being the Placement Provider and not being a party to this Agreement;

Parties means the Authority and the Placement Provider;

Placement Provider any organisation that provides practice placements regardless of whether or not it is an NHS Organisation

Placement Provider's Representative shall have the meaning given in clause 6.2;

Post Graduate Medical and Dental Training Programme means foundation and specialist training and continuing professional development in including Continuing professional and personal development in accordance with the requirements of the regulatory body.

Post Graduate Non-Medical Programme means a non-medical programme of study leading to an approved post graduate non-medical qualification in accordance with the requirements of the Regulatory Body;

Practice Placement means any suitable supervised clinical, practical or other learning experience in a workplace environment provided, conducted or arranged by the placement provider for Learners; usually but not limited to an NHS trust, Foundation trust, GP surgery, dental practice and other organisations that form part of the National Health Service or who deliver placement learning funded by the NHS which for the purposes of this Agreement includes the private and voluntary sectors;

Premises means the premises from where the Services will be provided;

Pre-Qualification Programme means a further education programme of study leading to an approved award or outcome (for example a QCF (National Qualification and Credit Framework) in accordance with the requirements of the Regulatory Body (the guidance notes will state who this definition applies to e.g. QCF trainees);

Programme means any of the Pre-Qualification Programmes, Undergraduate Medical and Dental Programmes, Post Graduate Medical and Dental Training Post/Programmes and Non-Medical Programmes, as may be applicable to the particular context;

Quality Assurance Process means the process as set out within Schedule C ensuring that training and education programmes are developed and approved in such a way as to meet the standard required by HEE, LETBs, DH and the Regulatory Bodies and are delivered effectively in accordance with those standards;

Regulatory Body means the relevant validating, accrediting and regulatory body which sets, monitors and maintains standards for the relevant Programme;

Related Agreements means the Higher/Further Education Agreements and Lead Unit Agreements if relevant and applicable;

Relevant Change in Law means any Change in Law which relates to the powers duties and responsibilities of the Authority (in the provision of the

training and education of Learners) and which have to be complied with implemented or otherwise observed by the Authority in connection with its functions for the time being; and any Change in Law which relates to the powers duties and responsibility of the Placement Provider and which has to be complied with implemented or otherwise observed by the Placement Provider in connection with its obligations under this Agreement for the time being or any Change in Law which specifically refers or relates to the provision of the Services;

Remedial Action Plan has the meaning given in clause 20;

Requested Information has the meaning given in clause 21.7;

Revalidation means the process by which all doctors are assessed for on-going competence against the GMC standard framework;

Review means a review of the progress of this Agreement and the provisions of the Services, which shall take place in accordance with clause 6;

Secretary of State means the Secretary of State for Health or the secretary of state for any other government department with control over health education from time to time;

Services means the provision by the Placement Provider of the Practice Placements and any ancillary services to be provided by the Placement Provider under this Agreement, as more particularly described in Schedule A (The Services);

Transfer Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

Undergraduate Medical and Dental Programme means a higher education programme of study leading to an MBChB or BDS qualification or their equivalent, in accordance with the requirement of a University Medical or Dental School.

Undergraduate Programme means a higher education programme of study leading to an approved degree in accordance with the requirements of the Regulatory Body (the guidance notes will state who this definition applies to e.g. under graduate medical, dental and non-medical learners).

1.2 Interpretation and Construction

In the Agreement, unless the context otherwise requires:

- 1.3 Words importing any gender include any other gender. Words in the singular include the plural and words in the plural include the singular
- 1.4 Where the context so admits, words denoting persons shall include natural persons, companies, corporations, firms, partnerships, limited liability partnerships, joint ventures, trusts, voluntary associations and other incorporated and/or unincorporated bodies or other entities (in each case, whether or not having separate legal personality) and all such words

shall be construed interchangeably in that manner. The headings and index are inserted for convenience only and shall have no legal effect

- 1.5 Reference in this Agreement to any clause or Schedule without further designation shall be construed as a reference to the clause or Schedule to this Agreement.
- 1.6 References to any statute or statutory provision in this Agreement shall be deemed to refer to those provisions as replaced, amended, extended or re-enacted from time to time whether before or after the Agreement Date whether by statute or by directive or regulation (which is, in the case of a directive or regulation, intended to have direct application within the United Kingdom and has been adopted by the Council of the European Communities) and all statutory instruments or orders made pursuant to it whether before or after the Agreement Date.
- 1.7 A reference to a statute or statutory provision includes:
 - 1.7.1 any subordinate legislation (as defined in Section 21(1) of the Interpretation Act 1978) made under it;
 - 1.7.2 any repealed statute or statutory provision which it re-enacts (with or without modification); and
 - 1.7.3 any statute or statutory provision which modifies, consolidates, re-enacts or supersedes it.
- 1.8 Where consent or approval of any party to this Agreement is required for any purpose under or in connection with the terms of this Agreement it shall be given in writing.
- 1.9 Any reference to the Placement Provider shall include a reference to any successor in title or any organisation or entity which has taken over its function or responsibilities and its permitted assigns.
- 1.10 A reference to an employee of the Placement Provider shall include a reference to any full or part time employee or officer, director, manager, or clinical staff (including visiting clinical staff) and agents.
- 1.11 The term “person” includes any individual partnership, firm, trust, body corporate, government, governmental body, authority, agency or unincorporated body of persons or association.
- 1.12 The Schedules to this Agreement are an integral part of this Agreement and reference to this Agreement includes reference to the Schedules.

1.13 Except where an express provision of this Agreement states the contrary, each and every obligation of a Party under this Agreement is to be performed at the Party's cost.

1.14 All reference to this Agreement include (subject to all relevant approvals) a reference to this Agreement as amended, supplemented, substituted, novated or assigned from time to time.

2. COMMENCEMENT AND TERM

2.1 Subject to clause 2.2, this Agreement shall take effect on the Commencement Date and shall, unless terminated earlier in accordance with clause 17, continue for one year after the Commencement Date. It shall then continue until either party gives the other at least 6 Months' notice of termination, such termination to take effect on an anniversary of the Commencement Date (**Contract Term**).

2.2 Where the Placement Provider is a New Provider, the Authority may terminate this Agreement on written notice at any time after the first anniversary of the Commencement Date if the Authority considers, always acting reasonably but at its sole discretion, that the Placement Provider has not met its obligations in Schedule C (Quality and Assurance).

3. PREVAIL

3.1 In the event of any conflict between the terms of this Agreement then the parts of this Agreement shall prevail and take priority in the following order:

3.1.1 the clauses; and

3.1.2 the schedules.

4. CO-OPERATION

4.1 The Parties agree to co-operate in good faith with regard to their respective obligations under this Agreement, and in regard to the provision of NHS-funded education and training to staff employed in London.

4.2 The Placement Provider agrees to co-operate to provide student learning experiences in good faith with other Providers in regard to the provision of NHS funded education and training to staff commissioned by a London LETB or employed in London. For the avoidance of doubt the Parties

acknowledge and confirm that the Authority cannot guarantee to any Placement Provider any minimum or maximum number of Learners who are to take up Practice Placements in any Agreement Year but this will be agreed each Agreement Year as between the Parties.

- 4.3 The Placement Provider and the Authority shall use all reasonable endeavours to ensure the involvement of NHS funded organisations in the delivery and development of the Programme in order to respond to national, regional and local NHS priorities as defined by DH, the Authority and the LETB for the area.

5. THE SERVICES

- 5.1 The Placement Provider shall provide the Services:

5.1.1 in accordance with the terms of this Agreement;

5.1.2 with all due skill care and diligence using appropriately experienced, qualified and trained personnel;

5.1.3 in accordance with Good Industry Practice;

5.1.4 in compliance with Law (including the holding and maintaining of all necessary licences, authorisations and permissions in order to ensure compliance in all respects with its obligations under this Agreement);

5.1.5 using its best endeavours to ensure that it does not do, and to procure that none of its employees, directors, officers or agents does, anything that may damage the name, reputation or goodwill of the Authority in any material respect;

5.1.6 in a manner which does not infringe the Intellectual Property rights of any third party; and

5.1.7 subject to clause 5.3, otherwise in accordance with the Authority's instructions.

- 5.2 In the event of any conflict or inconsistency between any of the requirements set out in clauses 5.1.1 to 5.1.7 (inclusive), the Placement Provider shall give the Authority notice to that effect and shall, as soon as practicable, discuss such conflict or inconsistency with the Authority. The Parties shall seek, through open discussion, to agree how the conflict or inconsistency is to be addressed and the impact (if any) on this Agreement and the provision of the Services. If the Parties have failed to reach agreement within ten Business Days of the Placement Provider

giving notice to the Authority of the conflict or inconsistency, either Party may refer the dispute to the Dispute Resolution Procedure. During any such reference to the Dispute Resolution Procedure, the Placement Provider shall continue to provide all Services to the Authority which are not in dispute.

5.3 The Placement Provider shall not be obliged to comply with any instructions from the Authority under clause 5.1.7 which:

5.3.1 do not comply with Law; or

5.3.2 will or are likely to require the Placement Provider to incur additional costs in complying with such instructions (save where such costs can be recovered by the Placement Provider through a variation agreed pursuant to the provisions of clause 16).

6. **AUTHORISED REPRESENTATIVES, CONTRACT MANAGEMENT AND REVIEW**

Authorised representatives

Contract management

6.1 The Authority shall identify a suitably qualified and senior employee of the Authority to be the Authority's Representative. The Authority's Representative shall be Director of Education Quality, or such person as is notified by the Authority to the Placement Provider from time to time. Such person will be the formal point of contact between the Authority and the Placement Provider, shall participate in the review meetings referred to in clause 6.4 and shall have power to bind the Authority as regards the matters which this Agreement contemplates will be considered by them and the Placement Provider's representative. The Authority shall keep the Placement Provider notified of the identity of the Authority's Representative.

6.2 The Placement Provider shall identify a suitably qualified and senior employee of the Placement Provider to be the Placement Provider's Representative. The Placement Provider's Representative shall be the Chief Executive, or such person as is notified by the Placement Provider to the Authority from time to time. The Placement Provider's Representative shall be employed by the Placement Provider in connection with the provision of the Services. The Placement Provider's Representative will be the formal point of contact between the Placement Provider and the Authority and shall participate in the review meetings referred to in clause 6.4 and shall have power to bind the Placement

Provider as regards the matters which this Agreement contemplates will be considered by them and the Authority's representative.

- 6.3 Each of the Placement Provider and the Authority shall nominate contract management teams and shall procure that the members of such contract management teams participate in review meetings relevant to their area of expertise.

Review

- 6.4 The Parties shall undertake an annual review as per the locally defined processes within each LETB, as defined in the Authorisation Framework:

6.4.1 this Agreement and its Schedules;

6.4.2 the performance of the Parties with regard to their respective duties and obligations under this Agreement;

6.4.3 any suggested improvements, variations, extensions or reductions to the Services;

6.4.4 any Relevant Change in Law which affect the operation of this Agreement; and

6.4.5 such other matters as the Parties consider necessary.

- 6.5 When reviewing this Agreement and the provision of the Services the Parties shall realistically plan and agree requirements taking into account their joint assessment of training requirements for the following Agreement Year and the likely impact of any modernisation and or/reconfiguration that may alter requirements.

- 6.6 Each review shall be completed by the Authority's Authorised Representative and the Placement Provider's Authorised Representative signing a written review record containing a summary of:

6.6.1 all of the matters raised during the review;

6.6.2 all matters on which agreement has been reached or partly reached with statements of the resulting variations on which dispute has arisen or partly arisen, with a summary of the issues prepared by the Parties, showing the date or dates on which the Authority or the Placement Provider has referred or intends to refer them to the Dispute Resolution Procedure;

6.6.3 all matters on which dispute has arisen or partly arisen, but which the Parties in dispute have agreed to withdraw.

6.7 Matters in dispute following a Review shall be subject to the Dispute Resolution Procedure.

7. RECRUITMENT AND SELECTION, OCCUPATIONAL HEALTH AND DBS CHECKS

7.1 *Non-Employed Learners;*

The Authority/Placement Provider will, through the National Standard Education Framework, ensure that education providers select Learners for training in accordance with the rules and standards as laid down by the relevant Regulatory Body, relevant national policies (including but not limited to the NHS Employment Check Standards and counter fraud measures) and any other provisions as specified in the Schedule. This is to ensure that, prior to practice placement, learners:

- 7.1.1 possess at least the minimum entry requirements for the appropriate Programme(s) as required by the appropriate Regulatory Body and the specific rules and standards of the Education Provider and that all education qualifications are checked and verified;
- 7.1.2 are recruited in line with the NHS values as set out in the NHS constitution;
- 7.1.3 have their references checked for accuracy and veracity;
- 7.1.4 are subjected to Occupational Health Screening and Safeguarding Screening as to be set out in the National Standard Education Framework;
- 7.1.5 are subject to identity checks to a standard at least in accordance with UK Border Agency guidance (and shall refuse to permit any individual who fails such checks to become a Learner);
- 7.1.6 comply with the requirements of the UK Border Agency in relation to any Learner subject to immigration control;
- 7.1.7 are subject to appropriate checks to confirm their eligibility to be accepted onto relevant programmes in line with the NHS Bursary Scheme criteria that determine eligibility for those professions included within it and/or other relevant nationally recognised eligibility criteria where appropriate. The Authority and/or Education Commissioner reserves the right to have access to evidence of Learner eligibility and identity as may be required; and

7.1.8 promptly provide original documentation as evidence to support the checks undertaken (as to be set out in the National Standard Education Framework) and provide all relevant documentation to the Education Provider throughout their training.

7.2 The Placement Provider will recognise the agreement between the Authority and the Education Provider regarding Disclosure and Barring Service and occupational health checks and will not seek additional checks unless seemed necessary

7.3 *Employed Learners*

The Placement Provider will be responsible for meeting the requirements set out in clause 7.1 for those Learners they employ, including seconded Learners and also ensure Learners;

7.3.1 are medically fit to be trained, including any screening, immunisations and vaccinations deemed necessary by programme standards set out by regulation and Department of Health guidance;

7.3.2 once selected, be subjected to all appropriate and customary Disclosure Barring Service (including enhanced checks, DBS adult first checks and check of the DBS “barred lists” where appropriate) and occupational health checks; and

7.4 The Authority will ensure work permits or other requirements for overseas Learners recruited by the Authority are provided.

7.5 The Authority, through the LETB, will be responsible for the requirements set out in clause 7.1 for those postgraduate medical and dental Learners coming under the responsibilities of the LETB as outlined in ‘PGMDE Guides’ referred to in Schedule F.

7.6 *All Learners*

7.6.1 The Placement Provider will be responsible for ensuring all Learners have an appropriate induction into the organisation to meet its obligations as an employer. The provider is committed to ensuring all new staff including substantive, temporary or students are properly inducted into the organisation, the NHS constitution and their department and their job. The process of induction is unequivocally linked to the Provider’s Missions and Values. Induction is aimed to create a framework in which all staff, whether temporary or permanent, are effectively and appropriately introduced to the Provider’s culture, environment and ways of working. The Provider will continuously

monitor the induction process to ensure the aims of the induction policy are met.

- 7.6.2 The Placement Provider shall ensure that all relevant checks have been carried out (whether by the Learners employer or an Education Provider), in line with the Placement Agreement (Schedule G), on Learners, prior to the commencement of the Learners on the Programme.
- 7.6.3 The Placement Provider must ensure that appropriate processes are in place to ensure Learners self- disclose any relevant information at regular intervals throughout training. The costs of any additional Disclosure and Barring Service and occupational health checks required by the Placement Provider will be the responsibility of the Placement Provider. The Placement Provider will ensure that any such requirements for additional checks does not materially delay or inhibit the terms of this Agreement.
- 7.6.4 The Authority will, through the National Standard Education Framework Agreement, ensure Education Providers deliver appropriate and relevant mandatory training to Learners, prior to the first Practice Placement. Should the Placement Provider require any additional mandatory training this will be the responsibility of the Placement Provider and the costs of any additional training required by the Placement Provider, will be the responsibility of the Placement Provider. The Placement Provider will ensure that any such requirement for additional training does not materially delay or inhibit Learner progress.
- 7.6.5 Mandatory training for Learners employed by the Placement Provider is the responsibility of the Placement Provider.
- 7.6.6 Responsibility for the delivery of mandatory training to hosted Learners lies with the employing organisation.

8. UNLAWFUL DISCRIMINATION

- 8.1 The Placement Provider shall ensure that in carrying out its obligations under this Agreement, it shall comply, and it shall procure that all employees or agents of the Placement Provider and all sub-contractors connected with the provision of the Services comply, with the provisions of the Equality Act 2010 or any statutory modification or amendment made thereto from time to time or of any similar legislation which has been, or

may be, enacted from time to time relating to discrimination in employment or discrimination in the delivery of public services.

- 8.2 Each Party shall ensure that all Learners enjoy equal opportunity to receive Services regardless of any protected characteristic as defined in the Equality Act 2010 (other than a disability which would prevent that person from practising).

9. PRACTICE PLACEMENTS

The Placement Provider undertakes to fulfil the obligations of its roles and responsibilities set out in the national partnership principles between Placement Providers and Education Providers in the Education and Practice Partnership Principles.

10. PREMISES AND FACILITIES

- 10.1 The Placement Provider shall make available appropriate access to Premises and facilities to support Learners, undertaking any education/training pursuant to this Agreement, and shall ensure access to appropriate clinical and non-clinical learning environments to allow Learners to complete their learning objectives.
- 10.2 The Placement Provider shall ensure that Learners undertaking any education/training have the same work facilities and amenities as those available to its employees.
- 10.3 The Placement Provider shall ensure that staff of Education Providers involved in the supervision, mentorship and assessment of Learners undertaking any education/training at the Placement Provider, will have access to all Practice Placement settings and learning environments.
- 10.4 The Placement Provider shall ensure that where facilities have been provided by the Authority or Education Providers to support specific education and training, that education and training will have priority in the use of those facilities (wherever this is reasonable to achieve). Facilities provided for a specific Programme must be used to support that Programme in the first instance.
- 10.5 The Placement Provider shall ensure that Learners receive any necessary training to enable them to use any equipment safely.
- 10.6 The Placement Provider shall consult with the Authority on any significant changes to the use of Premises/facilities which would impact upon the

educational environment, or in advance of the termination of the use of Premises or other facilities.

- 10.7 The Placement Provider shall give the Authority a reasonable period of time within which to express its views on any changes proposed in accordance with clause 10.6. The Authority reserves the right to assess the impact of these changes upon the educational environment (taking into account the views of the Placement Provider) and will make a determination as a result.
- 10.8 The Placement Provider shall provide and maintain in a safe condition all equipment and facilities required for the provision of the Services.
- 10.9 The Placement Provider shall ensure that all Premises, facilities and equipment:
 - 10.9.1 are suitable for the performance of the Services;
 - 10.9.2 comply with any applicable Health and Safety Legislation, any other applicable Law, appropriate risk management clinical guidance, good healthcare practice and the requirements of any relevant Regulatory Body; and
 - 10.9.3 are sufficient to enable the Services to be provided at all times and, in all respects, in accordance with this Agreement.
- 10.10 The Placement Provider shall make available sufficient, appropriate and accessible library and information technology resources to the Learners and staff involved with any of the Programmes/education/training pursuant to this Agreement.
- 10.11 The Placement Provider will have in place the infrastructure to support technology enhanced learning.

11. **QUALITY ASSURANCE/MANAGEMENT AND PERFORMANCE MANAGEMENT**

- 11.1 The Placement Provider shall demonstrate a proper concern for quality, manifest through routine and systematic quality monitoring to provide suitable assurance for the Authority and Regulatory Bodies. A quality framework will be shaped using a number of regulatory and Authority standards, including those identified within the Education Outcomes Framework. Accepted standards that are based on evidence are outlined in Schedule C and D. Local standards for the Services which may need to be the subject of on-going local monitoring arrangements are set out in Schedule C and locally agreed procedures.

- 11.2 Action plans will be jointly drawn up to reflect the findings of the Quality monitoring and inspection activities, against Standards identified in Schedule C, ensuring that responsibility for each action is clearly identified and completion and compliance are monitored.
- 11.3 The Parties shall review Schedule C annually, in line with the Schedule review timetable to reflect national agreements in respect of Quality Assurance Frameworks and changes to such agreements which are agreed from time to time at national level.

12. SUPPLY OF INFORMATION

- 12.1 The Placement Provider shall provide the Authority with an agreed minimum data set to an agreed time-scale, as provided in the Schedules to this Agreement and in accordance with the provisions of Schedule D (*Exchange of Information Between the Authority and Placement Provider*).
- 12.2 From time to time the Authority may also require the Placement Provider to supply additional information. The Placement Provider shall provide such additional information, within a reasonable timescale and in a format agreed between the Parties from time to time.
- 12.3 Other information, in addition to that outlined in Schedule D, may also be required to be retained and held by the Placement Provider from time to time, and such information shall be made available for inspection at the reasonable request of the Authority.
- 12.4 The Placement Provider shall comply with requests from the Authority and/or its auditors for such financial and other information as the Authority and/or its auditors may require relating to this Agreement in a timely manner and otherwise to such timescale as the Authority and/or its auditors may specify.
- 12.5 Where the agreed minimum dataset are either not provided within the agreed time-scale or are provided but are inaccurate or are incomplete, and where this is an Agreement that attracts specific funding as set out in Schedule E (*Funding*), the Authority will communicate with the Placement Provider's Authorised Representative to seek a resolution through the Quality Assurance Framework in Schedule C (*Quality Assurance and Performance Management*). Both Parties will seek to resolve the issue via this process within an eight week timescale. The Authority is entitled to withhold up to 10% of monthly payments to the Placement Provider after that or until the issue is resolved.

- 12.6 All records relating to the data outlined in Schedule D (*Exchange of Information between the Authority and the Placement Provider*) (particularly personal training records and personal information) shall be retained by the employing organisation of the Learner for an agreed period of time and in a suitable format, as determined by NHS Employers for seven (7) Agreement Years after the expiry or termination of this Agreement. The Placement Provider and appropriate Placement Provider staff members with requisite knowledge of this Agreement will, upon receipt of reasonable notice, be made available at a time and place to be agreed between the Parties to answer questions connected to the records and education information.
- 12.7 The Placement Provider and the Authority acknowledge that the NHS in England is required to complete and submit to the Department of Health and the Care Quality Commission, in February each year, a 'Staff and Trainee Satisfaction Rates Survey' (the "NHS Staff Surveys"). The Placement Provider acknowledges that the Authority may rely on the information in any such NHS Staff Surveys submitted by the Placement Provider. Postgraduate Medical and Dental trainees are required to complete surveys administered by the Regulatory Bodies.
- 12.8 The Placement Provider is required to share their Care Quality Commission outcomes within 30 days where reference to the educational quality of their Practice Placements is made.

13. PAYMENTS

- 13.1 The Authority shall pay the Placement Provider the Fees in accordance with Schedule E (*Funding*).
- 13.2 The Fees may be varied within and throughout the Agreement Year in accordance with the Fees variation procedure included within Schedule E (*Funding*).
- 13.3 The Authority shall make payment by their agreed system in place as agreed with LETBs and the Placement Provider from time to time.
- 13.4 All sums payable to the Placement Provider under this Agreement are exclusive of VAT, which shall, where applicable, be paid in addition at the rate in force at the due time for payment subject to the Placement Provider supplying a valid VAT invoice to the Authority.
- 13.5 If the Parties have a genuine dispute in relation to all or any part of the Fees, the Authority shall pay to the Placement Provider the undisputed

portion of the Fees. The Parties shall use all reasonable endeavours to resolve the dispute in question within 20 Business Days of the dispute arising. If they fail to resolve it, either Party may refer the matter to the Dispute Resolution Procedure. Following resolution of the dispute, any amount agreed or determined to have been payable shall be paid forthwith by the Authority, together with interest on such amount calculated in accordance with clause 13.6.

- 13.6 The Parties shall pay interest on any amount payable by that Party under this Agreement not paid on the due date, for the period from that date to the date of payment at the rate of three per cent. (3%) per annum above the base rate of the Bank of England from time to time. The parties agree that this constitutes a substantial remedy in terms of the Late Payment of Commercial Debts (Interest) Act 1998.

Additional costs

- 13.7 The Agreement prohibits the Placement Provider from requiring Learners to pay for any costs related to the Services.
- 13.8 The Authority is not liable for any costs except those explicitly referred to in this Agreement unless the Authority specifically accepts them, in writing.
- 13.9 The Parties agree that where this Agreement is of a type that attracts specific funding, if:

13.9.1 any agreed Practice Placements are not made available; and/or

13.9.2 any elements of Schedule D (*Exchange of information between the Placement Provider and the Authority*) are not met in accordance with Clause 12; and

13.9.3 where the matters referred to in clause 14.9.1 and 14.9.2 have been the subject of a Remedial Action Plan which has not been complied with in accordance with the agreed timescales and has not been caused by an event of Force Majeure,

a reasonable proportion of this funding may be withheld by the Authority until the Remedial Action Plan has been complied with. The Authority may use the funds withheld to defray the expense of securing the provision of the Services with an alternative provider where, in its discretion, it requires it to do so.

14. LIABILITY AND INSURANCE

- 14.1 The Placement Provider shall maintain third party, public liability and any other appropriate insurance cover, (which for the avoidance of doubt shall include appropriate levels of insurance cover in respect of injury to persons in the minimum sum of £2 million in respect of any claim or series of claims arising from any one incident) in respect of the Services performed on the Premises in accordance with the requirements of this clause.
- 14.2 At the commencement of the Agreement and from time to time thereafter at the reasonable request of the Authority or its Authorised Representative, the Placement Provider will produce evidence of the insurances obtained and maintained in accordance with clause, to the Authority.
- 14.3 The Placement Provider shall agree with the Authority the specific duties and obligations of such persons as regards Learner supervision and patient care as appropriate. For the purposes of this clause and in accordance with the requirements of the Higher/Further Education Agreements, in performing the Services, the Placement Provider agrees to be deemed to be the employer of the Learner whilst undertaking Practice Placements.
- 14.4 For the avoidance of doubt in relation to the Post Graduate Medical and Dental Programmes and Non-Medical Programmes, the Placement Provider shall in any event, be the employer of the Learner and accordingly shall indemnify the Authority, in accordance with clause 14.3 . A Learner shall be deemed to be in the employment of the Placement Provider for the purposes of the indemnity being provided pursuant to this clause only and not for the purposes of employment law, save where the Learner is an Employed Trainee or a secondee employed by the Placement Provider.
- 14.5 The Placement Provider shall ensure that any Learner or member of staff of an Education Provider involved in the provision of the Services is appropriately integrated into the Placement Provider's arrangements for clinical governance and is made aware of relevant Placement Provider policy and requirements.
- 14.6 The Placement Provider will ensure that any Learner or member of staff of an Education Provider involved in the provision of the Services has the benefit of the Placement Provider's usual arrangements for indemnifying its staff against claims associated with the performance of their

professional duties (including but not necessarily limited to claims arising out of adverse clinical events).

- 14.7 Where the Placement Provider provides Continuing professional and personal development, it shall be liable for any action of all Learners relating to that Continuing professional and personal development and the liability and insurance provisions of (*Responsibilities of the Placement Provider where it is Providing Work Based Learning*) shall take precedence over the rest of this clause 14.
- 14.8 The Authority together with the Placement Provider shall arrange that any employees, servants or agents of the Authority who will work alongside and supervise Learners during periods of Practice Placements shall be treated as secondees to the Placement Provider for the purposes of training and instructing Learners and the Placement Provider will indemnify the Authority against any costs, claims or liabilities which may arise from the negligent acts or omissions of those persons save only to the extent caused (or contributed to) by any act or omission or breach of contract by the Authority.
- 14.9 Without prejudice to its liability to the Authority for breach of any of its obligations under this Agreement, the Placement Provider shall be liable for and shall indemnify the Authority against any direct liability, loss, damage, costs, expenses, claims or proceedings whatsoever (“**Losses**”) (subject always to an obligation upon the Authority to mitigate any Losses to every reasonably practicable extent) incurred by the Authority in respect of any claim against the Authority, arising under any statute or otherwise in respect of:
- 14.9.1 any loss of or damage to property (whether real or personal); or
- 14.9.2 any injury to any person, including injury resulting in death;
- arising directly out of any act or omission or breach of this Agreement by the Placement Provider (which expression shall in the remainder of this clause include its servants, agents, contractors or any other person who at the request of the Placement Provider is or should be performing or discharging or purporting to perform or discharge one or more of the obligations of the Placement Provider under this Agreement) save to the extent caused (or contributed to) by any act or omission or breach of contract by the Authority.
- 14.10 Subject to clause 14.18, the limit of the Placement Provider’s liability to the Authority for any claim arising under this Agreement shall be limited to

a maximum of £15 million (fifteen million pounds sterling) in aggregate for all occurrences or series of occurrences in any Agreement Year.

14.11 If any claim or intimation of a claim comes to the notice of the Authority or which gives rise to a claim under the provisions of clause 14.9, the Authority shall:

14.11.1 as soon as reasonably practicable give written notice of the claim or intimation of a claim to the Placement Provider specifying in reasonable detail the nature of it and provide any further information requested by the Placement Provider;

14.11.2 not make any admission or liability agreement or compromise with any person, body or authority in relation to the matter without the prior written consent of the Placement Provider, such consent not to be unreasonably withheld or delayed;

14.11.3 give the Placement Provider and its professional advisers (including its insurers) reasonable access to the personnel of the Authority and the Education Provider, making reasonable efforts to minimise any disruption caused thereby and to any relevant documents and records within the power or control of the Authority and the Education Provider so as to enable the Placement Provider and its professional advisers to question such personnel and examine such documents and records and to take copies at the Placement Provider's expense; and

14.11.4 subject to the Placement Provider indemnifying the Authority against any liability, costs, damages or expenses which may be incurred thereby, take such action as the Placement Provider may request to avoid, dispute, resist, compromise or defend any claim and at the Placement Provider's request permit the Placement Provider to conduct any claim or proceedings by a third party the subject of this indemnity.

14.12 Neither party shall have any right to claim damages for breach of this Agreement, in tort or on any other basis whatsoever to the extent that the loss claimed is for loss of profits, loss of use, loss of production, loss of business, loss of business opportunity or is a claim for consequential loss or for indirect loss of any nature suffered or alleged by any third party.

14.13 For the purposes of this clause 14 and in accordance with the requirements of the Higher/Further Education Agreements, in performing the Services, the Placement Provider shall be deemed to be the employer

of such persons seconded whilst they are on the Premises for the purposes of training and instructing Learners in order to ensure that the employees, servants or agents of the Education Provider who will work alongside and supervise Learners during periods of Practice Placements are covered by the relevant clinical negligence scheme and the Placement Provider will indemnify the Education Provider against any costs, claims or liabilities which may arise from the negligent acts or omissions of those persons save to the extent caused (or contributed to) by any act or omission or breach of contract by the Authority and/or the Education Provider.

14.14 The Authority shall be liable for and indemnify the Placement Provider against any Losses (subject always to an obligation upon the Placement Provider to mitigate any Losses to every reasonably practicable extent) incurred by the Placement Provider in respect of any claim by or against the Placement Provider arising under any statute or otherwise in respect of:

14.14.1 any loss of or damage to property (whether real or personal); or

14.14.2 any injury to any person, including injury resulting in death;

arising directly out of any act or omission or breach of this Agreement by the Authority (which expression shall in the remainder of this clause include its servants, agents, contractors or any other person who at the request of the Authority is or should be performing or discharging or purporting to perform or discharge one or more of the obligations of the Authority under this Agreement) save to the extent caused (or contributed to) by any act or omission or breach of contract by the Placement Provider.

14.15 Subject to clause 14.18, the limit of the Authority to the Placement Provider for any claim arising under this Agreement (except those relating to non-payment of Fees) shall be limited to a maximum of £1 million in aggregate for all occurrences or series of occurrences during the Contract Term.

14.16 If any claim or intimation of a claim comes to the notice of the Placement Provider or which gives rise to a claim under the provisions of clause 14.14, the Placement Provider shall:

14.16.1 as soon as reasonably practicable give written notice of the claim or intimation of a claim to the Authority specifying in reasonable detail the nature of it and provide any further information requested by the Authority;

- 14.16.2 not make any admission or liability agreement or compromise with any person, body or authority in relation to the matter without the prior written consent of the Authority, such consent not to be unreasonably withheld or delayed;
 - 14.16.3 give the Authority and its professional advisers (including its insurers) reasonable access to the personnel of the Placement Provider and the Education Provider, making reasonable efforts to minimise any disruption caused thereby and to any relevant documents and records within the power or control of the Placement Provider so as to enable the Authority and its professional advisers to question such personnel and examine such documents and records and to take copies at the Authority's expense; and
 - 14.16.4 subject to the Authority indemnifying the Placement Provider against any liability, costs, damages or expenses which may be incurred thereby, take such action as the Authority may request to avoid, dispute, resist, compromise or defend any claim and at the Authority's request permit the Authority to conduct any claim or proceedings by a third party the subject of this indemnity.
- 14.17 Notwithstanding any other provision of this Agreement, neither party shall be entitled to recover compensation or make a claim under this Agreement in respect of any loss that it has incurred (or any failure of the other party) to the extent that it has already been compensated in respect of that loss or failure pursuant to this Agreement or otherwise.
- 14.18 Neither Party excludes or limits its liability for:
- 14.18.1 death or personal injury arising as a result of the negligence of that party or any of its officers, employees or agents;
 - 14.18.2 fraud or fraudulent misrepresentation; or
 - 14.18.3 any other liability which cannot be excluded or limited by reason of law.

15. VARIATION

The terms of this Agreement shall not be varied except where variations are agreed in writing and signed by or on behalf of each of the Parties.

16. NOVATION, ASSIGNMENT AND SUB-CONTRACTING

16.1.1 The Authority and the Placement Provider hereby acknowledge and agree that this Agreement shall be binding on, and shall endure to the benefit of, the Authority and the Placement Provider and their respective successors in title and permitted transferees and assigns.

16.1.2 In the case of the Authority, its successors shall include any party to whom the Authority (and/or such governmental or regulatory authority as may be involved), transfers the property, rights and liabilities of the Authority, upon the Authority ceasing to exist or upon its status changing or it being reorganised or upon its functions being altered, and references to Parties, shall be construed accordingly.

16.2 For the avoidance of doubt, in the event the Authority, or any successor commissioning organisation, ceases to exist, the provisions of the NHS Act 2006 (or any successor legislation) in relation to residual liabilities including, without limitation, sections 70 and 71 thereof, shall apply.

16.3 No Party may assign, transfer, sub-contract, or otherwise dispose of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other Party.

16.4 Should this Agreement be so assigned in accordance with clause 16.3, both Parties shall enter into a Deed of Novation, as will the assignee, or such other document as the Authority may reasonably require giving effect to such assignment.

16.5 Sub-contracting of this Agreement (or any part) can only be carried out with the prior written agreement of the Authority.

17. TERMINATION

17.1 The Authority may terminate this Agreement on notice in writing to the Placement Provider on the occurrence of any one or more of the following events:

17.1.1 if the Placement Provider ceases to offer one or more of the Services as part of its portfolio and such termination shall be:

17.1.1.1 partial termination if one or more of the Services continues to be offered by the Placement Provider and required by the Authority; and

17.1.1.2 in any other case, full termination;

- 17.1.2 if the Placement Provider commits a material breach of this Agreement:
 - 17.1.2.1 such that the Authority cannot reasonably be expected to continue to perform its obligations under this Agreement; or
 - 17.1.2.2 the breach is not capable of being remedied to the satisfaction of the Authority within six months of a notice in writing to the Placement Provider requesting its, or their, remedy;
- 17.1.3 if the Placement Provider commits a persistent breach of this Agreement (which for the avoidance of doubt shall mean any non-material breach which is repeated more than [four (4)] times within any Agreement Year);
- 17.1.4 the Placement Provider is in receipt of a quality report from any Regulatory Body which has material adverse implications for any part of any of the Programmes and the provision of any of the Services, where a Remedy Action Plan has not been agreed and enforced;
- 17.1.5 if a relevant Related Agreement, to which the education/training being provided relates, expires or otherwise terminates; and/or
- 17.1.6 any arrangement or composition with or for the benefit of creditors which does not involve a continuation of its business in the same or substantially the same form (including any voluntary arrangement as defined in the Insolvency Act 1986) is entered into by or in relation to the Placement Provider;
- 17.1.7 a supervisor, receiver, administrative receiver or other officer takes possession of or is appointed over, or any distress, execution or other process is levied or enforced (and is not discharged within ten Business Days) upon, the whole or any material part of the assets of the Placement Provider;
- 17.1.8 the Placement Provider is or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986);
- 17.1.9 the Placement Provider ceases to carry on the whole or a substantial part of its business;

- 17.1.10 an administrator is appointed out of court in respect of the Placement Provider;
 - 17.1.11 the directors of the Placement Provider give notice of their intention to appoint an administrator (whether out of court or otherwise);
 - 17.1.12 the Placement Provider has an administration order under section 8 of the Insolvency Act 1986 made in respect of it; a petition is presented (and is not discharged within 20 Business Days), or a resolution is passed or an order is made for the winding-up, bankruptcy or dissolution of the Placement Provider; and/or
 - 17.1.13 the Placement Provider is or becomes subject to an order made under section 65B or 65D of the NHS Act 2006.
- 17.2 The Placement Provider may terminate this Agreement on notice in writing to the Authority on the occurrence of any one or more of the following events:
- 17.2.1 if the Authority ceases to require one or more of the Services as part of its portfolio and such termination shall be:
 - 17.2.1.1 partial termination if one or more of the Services continues to be offered by the Placement Provider and required by the Authority; and
 - 17.2.1.2 in any other case, full termination;
 - 17.2.2 if the Authority commits a material breach of this Agreement:
 - 17.2.2.1 such that the Placement Provider cannot reasonably be expected to continue to perform its obligations under this Agreement; or
 - 17.2.2.2 the breach is not capable of being remedied to the satisfaction of the Placement Provider within six months of a notice in writing to the Authority requesting its, or their, remedy; or
 - 17.2.3 if the Authority commits a persistent breach of this Agreement.
- 17.3 Either Party may terminate this Agreement in the circumstances set out in clause 43.3.
- 17.4 This Agreement may be terminated, (in whole or in part), at any time by mutual agreement of the Parties.

- 17.5 Without prejudice to any other rights or remedies under this Agreement, where either Party proposes to terminate this Agreement, in whole or in part, in accordance with clauses 17.1.1, 17.1.5 or 17.2.1, the relevant Party shall be required to give:
- 17.5.1 not less than six (6) Months' written notice to the other, where the value of the Services to be terminated amounts to less than 5.0% of the total planned income for the Placement Provider for the Financial Year, as set out in the "Annual Plan" published by the Placement Provider and agreed with the relevant Regulatory Body;
 - 17.5.2 not less than twelve (12) Months' written notice to the other, where the value of the Services to be terminated amounts to 5.0%¹ or more of the total planned income for the Placement Provider for the Financial Year, as set out in the "Annual Plan" published by the Placement Provider and agreed with the relevant Regulatory Authority.
- 17.6 Unless the Authority directs the Placement Provider otherwise, if, following termination there are any Learners remaining on Programmes that their Practice Placement with the Placement Provider formed part of, this Agreement shall remain in full force and effect in relation to such Learners and such Programmes only until their Programmes have been completed.
- 17.7 The termination of this Agreement for whatever reason shall be without prejudice to any rights or liabilities which have accrued prior to the date of termination.

18. CONSEQUENCES OF TERMINATION

- 18.1 If following termination pursuant to clause 17 there are any Learners remaining on any Programme(s), subject to clause 17.6 this Agreement shall remain in full force and effect in relation to such Learners until their Programmes have been completed or if this is not feasible, the Placement Provider will, with the agreement of the Authority, in writing organise alternative provision of a comparable standard and quality.
- 18.2 Where clause 18.1 applies, this Agreement shall (including any relevant funding) remain in full force and effect in relation to those Learners, as only until:

¹ Level to be confirmed by HEE

- 18.2.1 the alternative provision organised in accordance with clause 18.1 has come into effect; or
- 18.2.2 such training/education is completed or a comparable alternative has been organised and agreed by the Authority. In the event of early termination or expiry of this Agreement by effluxion, no further Fees (or any other funding) will be made available to the Placement Provider by the Authority after completion or the provision of a comparable alternative.
- 18.3 In the event of termination or expiry of this Agreement no further Learners shall be allocated to the Placement Provider under this Agreement.
- 18.4 In the event of early termination of this Agreement, the Placement Provider shall be required to share such information as the Authority reasonably deems relevant with any successor organisation(s) subject to compliance with its obligations under clauses 22 and 23.
- 18.5 The Parties recognise that the Transfer Regulations may apply in consequence of the expiry or termination of this Agreement. In circumstances where the Transfer Regulations do apply, the Placement Provider shall comply with its obligations under the Transfer Regulations.
- 18.6 In the event of expiry or termination of this Agreement, the Placement Provider and the Authority shall co-operate fully to ensure an orderly handover in relation to all aspects of the Services to alternative providers and shall at all times act in such a manner as not to adversely affect the delivery of the Services or the obligations of the Parties under this Agreement.
- 18.7 If requested to do so by the Authority, the Placement Provider shall co-operate fully during the discussions and during any transfer of the Services to any alternative provider(s) and this co-operation shall extend to allowing access to and providing copies of information which is necessary in order to achieve an effective transition to a new provider without disruption to routine operational requirements, which shall, for the avoidance of doubt, include all personnel records of any employees of the Placement Provider who are assigned to the delivery of the Services and whose employment will transfer to any new provider.
- 18.8 The Placement Provider shall, within fourteen (14) days of a written request from the Authority, provide such full, accurate and up to date information relating to the Placement Provider's staff employed or

engaged in providing the Services (or a part of the Services) to the Authority including:

- 18.8.1 the identity of any employees who will transfer;
 - 18.8.2 the age of those employees;
 - 18.8.3 information contained in the statements of employment particulars for those employees (e.g. remuneration, hours of work, holiday entitlements);
 - 18.8.4 information relating to any collective agreements which apply to those employees;
 - 18.8.5 instances of any disciplinary actions within the preceding two (2) years taken by the Placement Provider in respect of those employees in circumstances where the statutory dispute resolution procedures apply;
 - 18.8.6 instances of any grievances raised by those employees within the preceding two (2) years taken by the Placement Provider in respect of those employees in circumstances where the statutory dispute resolution procedures apply;
 - 18.8.7 instances of any legal actions taken by those employees against the Placement Provider in the previous two (2) years; and
 - 18.8.8 instances of potential legal actions which might be brought by those employees where the Placement Provider has reasonable grounds to believe that such actions might occur.
- 18.9 In the event that the employment of any employees of the Placement Provider transfers to any third party as a result of the provisions of this clause 18 or at any time pursuant to the Transfer Regulations:
- 18.9.1 the Placement Provider shall indemnify and keep indemnified in full the Authority against all claims, costs, damages, expenses, payments and liabilities whatsoever arising whether before or during the commencement of this Agreement out of or in connection with or in respect of any person employed or engaged by the Placement Provider in connection with the provision of the Services (or the termination of such employment or engagement) which, for the avoidance of doubt, shall include any claim made by any third party arising out of or in connection with or in respect of the employment or engagement of any of the aforesaid persons, where and only to the extent that such claims, costs, damages, expenses, payments and

liabilities were due to the acts or defaults of the Placement Provider, its servants or agents before such transfer and while such persons were in the employment of the Placement Provider;

18.9.2 the Placement Provider warrants that it shall comply in full with all its obligations under the Transfer Regulations including without limitation those under Regulations 11 and 13 and shall indemnify and keep indemnified the Authority against all claims, liabilities, losses and costs (including reasonable legal costs) arising from any breach of the warranty in this clause 18.9.2; and

18.9.3 the indemnities in this clause 18.9 shall continue to apply after the expiry or termination of this Agreement without any limitation in time and, in particular but without limitation, shall continue to apply in respect of any employee of the Placement Provider whose contract of employment transfers to a new provider on the expiry or termination of this Agreement.

19. DEMOBILISATION

During the Demobilisation Period, the Placement Provider shall liaise with the Authority, as the Authority reasonably requires to:

19.1.1 ensure a mutually satisfactory prompt and efficient hand over;

19.1.2 at the reasonable cost of the Authority, promptly render all reasonable assistance, provide all information (save for any confidential information as to the management framework and practices of the Placement Provider or other information treated as confidential by and relating to the business of the Placement Provider which is not in the public domain) including, without limitation, information relating to the terms and conditions of employment of its employees engaged in the provision of the Services and any potential claims relating to or associated with the provision of the Services and all detailed specifications with schedules and all other particulars relating to the provision of the Services and which is reasonably requested by the Authority and shall use reasonable endeavours to undertake all actions reasonably requested by the Authority to the extent reasonably necessary to effect an orderly assumption of the Services by another Placement Provider of the Services;

19.1.3 at the reasonable cost of the Authority, deliver to the Authority all materials, papers, documents and operating manuals owned by the Authority and utilised by the Placement Provider in the provision of the

Services as are necessarily required for the continued provision of the Services;

19.1.4 insofar as it is in the power of the Placement Provider to do so and at the reasonable cost of the Authority, use all reasonable endeavours obtain the consent of third parties to the assignment, novation or termination of existing contracts between the Placement Provider or any third party nominated for that purpose by the Authority which relate to or are associated with the Service or Services as the context requires;

19.1.5 comply with its obligations pursuant to the Transfer Regulations in, relation to employees employed in relation to the provision of the Service or Services at the date of expiry of this Agreement.

20. DISPUTE AND REMEDIATION

20.1 During any dispute arising between the Parties, it is agreed that the Placement Provider shall continue its provision of the Services (unless the Authority requests in writing that the Placement Provider does not do so).

20.2 In the case of any dispute arising out of or in connection with this Agreement, the Authority and the Placement Provider shall make every reasonable effort to communicate and cooperate with each other with a view to resolving the dispute and following the procedure set out in clause 20.3 before considering commencing court proceedings.

20.3 If any dispute arises out of this Agreement either Party may commence formal inter-Party resolution of the dispute acting reasonably and in good faith in doing so. Level 1 of the management levels set out below will commence at the request, in writing, of either Party. Respective representatives of each Party as set out in the table below shall have five (5) Business Days at each level to resolve the dispute before escalating the matter to the next level as appropriate. The arrangements for sharing the cost of arbitration will be agreed prior to commencement of arbitration.

Level	Authority Representative	Placement Provider Representative
1	Sean Farran Associate Director of Education and Quality	[Contract Manager]
2	Dr Nav Chana / Dr Diana Hamilton-Fairley, Joint Directors of Education and Quality	[Next escalated up position holder]
3	Julie Screaton, Managing Director	[Next escalated up position holder]

20.4 If the procedure set out in clause 20.3 fails for whatever reason to resolve such dispute, the Partner will attempt to settle it by mediation either: (a) with the Centre for Effective Dispute Resolution (CEDR); or (b) if agreed in writing by the Parties, with any other recognised alternative mediation organisation, using the model procedures of CEDR or the alternative mediation organisation, as the case may be.

20.5 Where a Party is in breach of its obligations under this Agreement, the Parties shall co-operate to draw up a “Remedial Action Plan” which shall include actions to be taken and timescales to be met. The Party in breach of its obligations shall comply with the Remedial Action Plan. Nothing in this clause shall remove a party’s right to terminate under clause 17.1.2, 17.1.3, 17.2.2 or 17.2.3.

21. CONFIDENTIAL INFORMATION

21.1 The Parties shall from time to time determine and agree in writing the information considered confidential and that considered commercially sensitive (i.e. would or would be likely if disclosed to prejudice the commercial interests of either Party or a third party and that therefore s43 of FOIA apply in respect of any request for such information).

21.2 Both Parties shall, and shall use all reasonable endeavours to, ensure that any person employed, engaged or sub-contracted by them shall, keep the other Party’s Confidential Information and Commercially Sensitive Information confidential.

- 21.3 Nothing in this clause shall be deemed or construed to prevent either Party from disclosing the other Party's Confidential Information or Commercially Sensitive Information to its professional advisors and its insurers.
- 21.4 The provisions of clause 21.1 shall not apply to any information that:
- 21.4.1 is or becomes public knowledge other than by breach of this clause;
 - 21.4.2 can be shown to be in the possession of the receiving Party without restriction in relation to disclosure before the date of receipt from the disclosing Party;
 - 21.4.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 21.4.4 can be shown to be independently developed without access to the other Party's Confidential Information or Commercially Sensitive Information; or
 - 21.4.5 is required to be disclosed by law or by a court of competent jurisdiction or by the Information Commissioner and provided that such Party gives the other Party as much notice as is practicable of the disclosure.
- 21.5 Without prejudice to the specific provisions in the remainder of clause, the Parties shall co-operate and aid one another so as to enable them to meet their obligations under FOIA or any successor legislation.
- 21.6 Where a Party receives a request for information (the "Disclosing Party") that is held on behalf of the Disclosing Party by the other Party then such co-operation shall include without limitation the provision of the requested information to the Disclosing Party by the other Party within a reasonable time-scale to enable the Disclosing Party to comply with the request for information within the timescales required by FOIA.
- 21.7 Where a Party (the "Disclosing Party") receives a written request for information which is covered by FOIA and which relates to the other Party's Confidential Information or Commercially Sensitive Information (the "Requested Information") the Parties shall comply with the procedure set out in clauses 21.7.1 to 21.7.6:
- 21.7.1 subject to clause 21.7.4, the Disclosing Party shall before making any disclosure of the Requested Information and as soon as reasonably practicable after receiving an FOIA request notify the other Party of the

receipt of such request and of the nature and extent of the information covered by the request;

21.7.2 following notification under clause 21.7.1, the other Party may make representations in writing to the Disclosing Party as to whether and on what basis the Requested Information is covered by any exemption in FOIA and should not therefore be disclosed, including where relevant any representations as to the balance of the public interests in disclosure and non-disclosure. Such representations shall be provided to the Disclosing Party no later than five (5) working days following the notification under clause 21.7.1 and any representations received after this time shall not be taken into account by the Disclosing Party;

21.7.3 the Disclosing Party shall reasonably consider any representations and recommendations made by the other Party under clause 21.7.2 before reaching a decision on whether it must and will disclose the Requested Information. However, the Parties acknowledge that in all cases it is for the Disclosing Party (having full regard to any guidance or codes of practice issued by the Information Commissioner or by a relevant Government Department) to determine whether it is obliged to disclose the Requested Information under FOIA including where the public interest lies in relation to disclosure;

21.7.4 notwithstanding clause 21.7.1 the Disclosing Party shall not notify the other Party under clause 21.7.1 where the Disclosing Party has already decided that it does not intend to disclose the Requested Information because FOIA does not apply to the request or an exemption under FOIA can be applied;

21.7.5 if the Disclosing Party takes a decision to disclose the Requested Information, it shall notify the other Party of this decision not less than 24 hours in advance of the disclosure being made; and

21.7.6 for the avoidance of doubt references to the Requested Information under this clause 21.7 shall include both queries as to whether the other Party's Confidential Information or Commercially Sensitive Information exists and requests for the disclosure of the other Party's Confidential Information or Commercially Sensitive Information.

21.8 Save as set out in this clause, the terms of this Agreement are not confidential, but neither Party shall make any announcement that is calculated to or that does harm the reputation or legitimate interest of the other. This clause shall not prevent either Party from making comments in

good faith on a matter of public interest, or from making disclosures required by FOIA or any other legislative or regulatory requirement.

22. DATA PROTECTION

- 22.1 In carrying out its obligation under the Agreement, each Party shall comply in all material respects with its respective obligations pursuant to all data protection legislation from time to time in force, including the Data Protection Act 1998 and FOIA.
- 22.2 The Placement Provider warrants that it has appropriate technical and organisational measures in place to protect any personal data it is processing on the Authority's behalf against any unauthorised or unlawful processing and against any accidental loss, destruction or damage and undertakes to maintain such measures during the course of this Agreement. The Placement Provider shall also take all reasonable steps to ensure the reliability of its staff and/or agents, consultants and sub-contractors having access to any such personal data and that the same only have such access to such personal data as is strictly necessary for the provision of the Services pursuant to this Agreement.
- 22.3 Upon reasonable notice the Placement Provider shall allow the Authority access to any relevant Premises owned or controlled by it to enable the Authority to inspect its procedures described at clause 22.2 above and will upon the Authority's request from time to time prepare a report for it on the technical and organisational measures it has in place to protect the personal data it is processing on the Authority's behalf.

23. INTELLECTUAL PROPERTY

- 23.1 The Authority acknowledges that all legal and beneficial interest in any Intellectual Property Rights in any document, information, report, licence, text, graphics, data, computer programme, website or other electronic media, and any other materials or thing, and any and all works which are developed or created by the Placement Provider in connection with the provision of any of the Services are, and shall remain, the property of the Placement Provider.
- 23.2 The Placement Provider acknowledges that all legal and beneficial interest in any. Intellectual Property Rights in any document, information, report, licence, text , graphics, data computer programme, website or

electronic media and any other materials or thing, and any and all works which are developed or created by or on behalf of the Authority are, and shall remain, the property of the Authority.

23.3 The Placement Provider and the Authority each acknowledges that all legal and beneficial interest in any Intellectual Property Rights in any document, information, report, licence, text, graphics, data and any other materials or thing, and any and all works which are developed or created jointly by the Placement Provider and the Authority whilst giving effect to this Agreement are, and shall remain, joint property of the Placement Provider and Authority. Each party shall have the irrevocable right free of charge to use such joint property independently of the other in such party's normal business operations. If either party wishes to permit a third party to use such joint property, it shall seek the other party's prior written consent (not to be unreasonably withheld or delayed) to grant a licence to such third party to enable it to exploit the said joint property and any income which either derives shall be shared between the parties as they agree at the time or, failing any such agreement, shall be shared equally.

23.4 In the event that either Party reasonably requires the use of any Intellectual Property Rights of the other Party in order to carry out its obligations pursuant to this Agreement, the Party who owns the Intellectual Property Rights will grant to the other Party a royalty free non-exclusive licence to use such rights for the Contract Term.

24. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a Party to the Agreement shall not have the right to enforce any terms of it which confer a benefit on it, except Education Providers may enforce the terms of clause 14.13 against the Placement Provider.

25. **HUMAN RIGHTS ACT 1998**

The Parties agree to observe and comply with their obligations under the Human Rights Act 1998.

26. **LAW AND JURISDICTION**

The Agreement shall be governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England.

27. **PARTNERSHIPS**

27.1 Nothing contained in this Agreement shall be construed so as to constitute either Party to be the agent of the other.

27.2 This Agreement shall not operate so as to create a partnership or joint venture of any kind between the Parties nor operate so as to create a relationship of employer and employee or principal and agent.

28. **AUDIT ACCESS**

For the purpose of:

28.1 the examination and certification of the Authority's accounts for this Agreement or;

28.2 so as to measure the economy, efficiency and effectiveness with which the Authority has used its resources in relation to the subject to this Agreement;

the Placement Provider shall permit the appropriately authorised audit body or their authorised contractors to examine such documents relating to the provision of the Services as they may reasonably require which are owned, held or otherwise within the control of the Placement Provider and the Placement Provider shall produce such oral or written explanations as it considers necessary.

29. **ADVERTISEMENTS AND MARKETING**

Unless otherwise agreed by the Authority during the subsistence of this Agreement, no disclosure, announcement, circular advertisements or publications or any form of marketing or public relations exercise in connection with the subject matter or the terms of this Agreement or the existence of this Agreement and the Parties to it or them shall be made by or on behalf of a Party to this Agreement without the approval of the Authority in writing. For the avoidance of doubt, the provisions of this clause shall in no way preclude the Placement Provider from advertising, publishing or announcing in any way the details of the healthcare services it delivers.

30. **NOTICES AND SERVICE**

30.1 Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left or sent:

30.1.1 by hand; or

30.1.2 by registered post; or

30.1.3 by facsimile

to the Authorised Representative or such other person, address or fax number as the party may from time to time designate by written notice to the other for such purpose.

- 30.2 Subject to clause 30.4 any notice or other information given by post under clause 30.1 above which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope containing the same was so posted; and proof by way of statutory declaration of personnel involved that the envelope containing any such notice or information was properly addressed, and sent by first class recorded pre-paid post, and that it has not been so returned to the sender, shall be sufficient evidence that such notice or information has been duly given.
- 30.3 Subject to clause 30.4 any notice or other information sent by facsimile transmission shall be deemed to have been duly given on the date of transmission, provided that a confirming copy thereof is sent by first class recorded pre-paid post to the other party at its principal address within twenty (24) hours after transmission.
- 30.4 Any notice or other information received or deemed by virtue of this clause to have been received by the Placement Provider on a day on which the Placement Provider is closed shall instead be deemed to have been given on the next following day upon which the Placement Provider is open.

31. FURTHER ASSURANCE

Any party shall whenever requested by any other Party execute such documents and do such acts and things as the other may reasonably require giving full effect to this Agreement.

32. WAIVER

No waiver of any term provision or condition of this Agreement shall be effective except to the extent made in writing and signed by a nominated representative of the waiving Party and no omission or delay on the part of either Party in exercising any right power or privilege under this Agreement shall operate as a waiver by it or of any right to exercise it in the future or of any other of its rights under this Agreement

33. PLACEMENT PROVIDER EMPLOYEES

- 33.1 The Parties agree and acknowledge that the recruitment, retention and Continuing professional and personal development of Placement Provider employees that deliver and support the Services is essential to the

successful development of the Learners and performance of this Agreement.

- 33.2 The Placement Provider shall ensure that it has sufficient, appropriately trained and prepared employees to deliver and support delivery of the Services in accordance with this Agreement.
- 33.3 The Placement Provider shall ensure its employees are able to access education and training (as may be required) to support the provision of the Services in accordance with this Agreement.
- 33.4 The Placement Provider shall implement systems and procedures to ensure that its employees are appropriately monitored, appraised and reviewed in relation to the provision of the Services.
- 33.5 The Placement Provider shall ensure that all employees have all necessary permits and/or entitlements to work in England and may do so legally at all times when they are employed or engaged in the provision of Services.
- 33.6 The Placement Provider shall be entirely responsible for the employment or the engagement and the conditions of service of all employees including, without limitation, the payment of all remuneration and benefits.

34. EDUCATIONAL GOVERNANCE ARRANGEMENTS

The Placement Provider shall demonstrate a proper concern for Educational Governance, manifest through routine and systematic reporting that uses the Authority's agreed standards as outlined in Schedule D (Exchange of Information between the Placement Provider and the Authority) to this Agreement.

35. COMPLIANCE WITH WORKING TIME REGULATIONS

The Placement Provider shall ensure that the hours of work of Learners meet the requirements of the Working Time Regulations 1998 (as amended) and where the maximum weekly limit is exceeded, Learners bringing this to the attention of the Placement Provider shall be given the opportunity to enter into any opt-out agreement. The Placement Provider is expected to support flexible working in line with the NHS 'Improving Working Lives' standard (details of which can be found at the Commencement Date at:

http://www.nhsemployers.org/SiteCollectionDocuments/Improving%20working%20lives_af080709.pdf

and is updated from time to time.

36. CUMULATIVE REMEDIES

No right or remedy conferred by either Party is exclusive of any other right or remedy contained in this Agreement or as the law may provide, but each shall be cumulative of every right or remedy now or hereafter existing and may be enforced concurrently or from time to time.

37. SET-OFF

Whenever under this Agreement any sum of money shall be recoverable from or payable by the Placement Provider, the same may be deducted from any sum then due or which at any time thereafter may become due to the Placement Provider under this Agreement. Any exercise by the Authority of its rights under this clause shall be without prejudice to any other rights or remedies available to it under this Agreement.

38. WARRANTIES

The Placement Provider warrants and agrees that:

- 38.1 funding made available by the Authority in accordance with the terms of this Agreement will only be used to fund the purpose(s) for which the Placement Provider has requested the funds and the purposes for which the Authority has made the funds available as set out in this Agreement; and
- 38.2 it has entered into, or will enter into, Related Agreement(s) (as appropriate) or any other agreement(s) with Education Provider(s) or with any other relevant persons in relation to the Services for which the funding is claimed by the Placement Provider.

39. INVALID PROVISIONS

- 39.1 If any provision (or part of a provision) of this Agreement is found by a court or other administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in full force and effect.
- 39.2 If any invalid, unenforceable provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intent of the Parties.

40. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which is an original and which together shall have the same effect as if each Party had signed the same document

41. LICENCES

- 41.1 The Authority grants the Placement Provider a non-exclusive royalty-free world-wide licence to use such of the Authority's Intellectual Property Rights as are necessary for the delivery of the Services under this Agreement or any equivalent subsequent agreement between the Parties. This licence shall endure for the duration of this Agreement and any subsequent agreement between the Parties with the same subject-matter.
- 41.2 The Placement Provider grants the Authority a nil cost non-exclusive royalty-free world-wide licence to use such of the Placement Provider's Intellectual Property Rights as are necessary for the delivery of the Services under this Agreement or any equivalent subsequent agreement between the Parties. This licence shall endure for the duration of this Agreement and any subsequent agreement between the Parties with the same subject-matter.
- 41.3 The Placement Provider further grants the Authority a non-exclusive royalty-free world-wide and irrevocable licence to grant sub-licences of the Authority's rights described in 41.2. NHS organisations and bodies working with NHS organisations to deliver NHS services.
- 41.4 Should the Placement Provider wish to be licensed to use the Authority's Intellectual Property Rights or Created Property Rights for any other purpose it shall request the necessary licence in writing, and the Authority shall consider that request.

42. ENFORCEMENT

- 42.1 Each Party shall immediately give written notice to the other of any infringement or threatened infringement of, or any challenge to, the other Party's Intellectual Property Rights by a third Party that comes to its knowledge.
- 42.2 The following clauses 42.3 to 42.5 (inclusive) shall only apply if the Placement Provider does not participate in the NHSLA Administered Schemes:
- 42.3 Subject to the remainder of this clause each Party (the "Indemnifying Party") shall, at its own expense, defend (or, at its option, settle) any action brought against the other (the "Indemnified Party") which consists

of a claim that the use of the Indemnifying Party's Intellectual Property Rights for any activity contemplated under this Agreement infringes any Intellectual Property Rights belonging to a third Party. The Indemnifying Party agrees to be responsible for, and to indemnify the Indemnified Party against, all losses, costs (including reasonable legal costs), damages, liabilities, claims and expenses suffered or incurred by the Indemnifying Party in connection with any such claim. The Indemnifying Party's obligations under this clause 42.3 shall be conditional on the Indemnified Party:

42.3.1 promptly notifying the Indemnifying Party of such claim;

42.3.2 giving the Indemnifying Party express authority to proceed; and

42.3.3 providing the Indemnifying Party with all such information and assistance as it may reasonably require.

42.4 In the event that the provision of the Services, or any materials (in any media) provided by the Placement Provider to the Authority for any activity contemplated under this Agreement, infringe any Intellectual Property Rights belonging to a third Party, the Placement Provider shall, at its own expense, use all reasonable endeavours either to:

42.4.1 modify those materials or the Services to be non-infringing; or

42.4.2 obtain, at its own expense, a licence for the Authority to continue using or enjoying those materials or the Services as reasonably required for the enjoyment of the Services or performance of this Agreement.

42.5 Where either of the above is not possible and this has a material impact on the delivery of the Services the Authority may terminate this Agreement in accordance with clause 17 or adjust the Fees in accordance with schedule E (Funding).

43. **FORCE MAJEURE**

43.1 Neither Party will be liable for delay or for the consequences of any delay in performing any of its obligations under this Agreement if such delay is due to any cause whatsoever beyond its reasonable control resulting from act of God, government regulation, fire, war, pandemics, epidemics, terrorist activity, civil commotion or industrial dispute (not directly involving the employees of either Party) ("Force Majeure") but nothing in this clause shall limit the obligations of either Party to use its reasonable endeavours to fulfil its obligations.

- 43.2 Neither Party shall be liable for a delay in performing or failing to perform obligations if the delay or failure results from an event of Force Majeure provided the other Party has been notified in writing immediately of the cause and extent of such delayed performance or non-performance and the date or likely date of re-commencement of the Services and the means proposed to be adopted to remedy or abate the Force Majeure event. Such delay or failure shall not constitute a breach of this Agreement. Either Party may terminate this Agreement if a Force Majeure event lasts more than one hundred and twenty (120) days.
- 43.3 Where the Placement Provider delays or fails to perform its obligations under this Agreement due to a breach by an Education Provider under a Related Agreement, or due to a force majeure event occurring under a Related Agreement, the Placement Provider shall immediately notify the Authority in writing of the cause and the extent of such delayed performance or non-performance and the date or likely date of re-commencement of the relevant Services affected and the means proposed to be adopted to remedy or abate the breach or force majeure under the Related Agreement. Upon receipt of the notice from the Placement Provider under this clause 43.3, the Authority may, at its sole discretion, suspend performance of this Agreement (either in full or in part) and such suspension shall not constitute a breach of this Agreement. Nothing in this clause shall be taken to limit or prevent the exercise by either Party of its rights of termination under clause 17.1 unless the relevant Services have been suspended in accordance with this clause.
- 43.4 During any period any Services are suspended pursuant to clause 43.3 then that part of the Fees which relates to the suspended Services shall be withheld until the re-commencement of those Services. Either Party shall be entitled to terminate this Agreement (in whole or in part) if the Services suspended in accordance with clause 43.3 are not provided for at least one hundred and twenty (120) days.
- 43.5 If a Party is prevented from performing its duties and obligations for one of the reasons listed in clause 43.1 to 43.4, it shall do all of the following:
- 43.5.1 promptly, or within a reasonable period of time, give the other Party notice specifying the matters constituting force majeure;
 - 43.5.2 state its best estimate of the period for which its inability will continue or the period for which performance of its obligations will be delayed; and

43.5.3 use all reasonable endeavours to remove or minimise the effect of the force majeure event.

44. **WARRANTY AS TO CAPACITY**

Each Party warrants and represents to the other that it has full authority, power and capacity to enter into this Agreement and that all necessary actions have been taken to enable it lawfully to enter into this Agreement

45. **NO CORRUPTION AND APPLICATION OF THE BRIBERY ACT 2010**

45.1 The Placement Provider shall not offer or give or agree to give to the Authority (and vice versa) of its staff or agents, any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or having done or refrained from doing any act in relation to the obtaining or execution of this Agreement or any other contract or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any other such contract.

45.2 The Placement Provider and the Authority shall comply at all times with the Bribery Act 2010 and shall not do, or permit to be done, anything that constitutes an offence under that Act or which might put the other Party in the position of committing an offence under that Act.

45.3 A breach of clause 45.2 by either Party shall not be capable of remedy and will give rise to the right to terminate this Agreement.

46. **ENTIRE AGREEMENT**

Unless otherwise stated in this Agreement, this Agreement constitutes the entire understanding between the Parties in relation to its subject matter and supersedes all prior representations, communications, negotiations and understandings concerning the subject matter of this Agreement. Neither Party has relied on any warranty or representation except as expressly set out in this Agreement.

47. **SURVIVORSHIP**

The following clauses shall survive the termination of this Agreement: 1, 2, 3, 14, 18, 19, 20, 21, 22, 23,, 26, 28, 31, 36, 37, 38, 40, 42, 46 and 47.

SCHEDULE A

THE SERVICES

PART A: TYPES OF SERVICES

- 1 In relation to the Pre-Qualification Programmes the Placement Provider will provide Practice Placements in accordance with Schedule(F) Part A;
- 2 In relation to the Undergraduate Programmes the Placement Provider will provide Practice Placements and Clinical Training in accordance with Schedule (F) Part B and Part C;
- 3 In relation to the Post Graduate Medical and Dental Programmes the Placement Provider will provide Clinical Training in accordance with Schedule (F) Part D excluding those programmes commissioned through Lead Providers under the Medical and Dental Education Commissioning (MEDC) process
- 4 In relation to Post Graduate Non-Medical Programmes the Placement Provider will provide Practice Placements and Clinical Training in accordance with Schedule (F) Parts E and F.

PART B: QUALITY/STANDARDS

1. Board Director to be responsible for education and training across whole organisation including all current staff and all those on clinical placements;
2. A Director of Education managing all education and training;
3. Requirement to provide evidence that all staff have completed mandatory training;
4. A requirement to provide evidence of a learning organisation;
5. A requirement to notify LETB DEQ of all “Never Events”;

These standards are elaborated in Schedule C

PART C: SUMMARY TABLE

Schedule No.	Schedule Description	Applicable to and binding on the Placement Provider? (Yes/No)
A	The Services: Part A: Types of Service	Yes
	Part B: Quality/Standards	Yes
B	Placement Provider's premises and review mechanism	Yes
C	Quality Assurance and Performance Management	Yes
D	Exchange of Information between Placement Provider and Authority	Yes
E	Funding	Yes
F	Services: Part A: Pre-registration Non Medical Healthcare/Professional Tariff (Practice Placements)	Yes
	Part B: Undergraduate Programmes – Medical Education	No
	Part C: Undergraduate Programmes – Dental Education	Yes
	Part D: Postgraduate Medical and Dental Education Requirements	Yes
	Part E: Workforce Development Funding – Direct Commissioning	Yes
	Part F: Workforce Development Funding – Indirect Commissioning	Yes
	Part G: Library and Knowledge Services	Yes
G	Practice Placement Standards	Yes
Annex I	Non Medical Healthcare/Professional Salary Support: Part A - Programmes which may qualify for salary support	Yes
Annex II	Non Medical Healthcare/Professional Salary Support and 'Host Organisations'	No
	Part A: Roles and Responsibilities of the Placement Provider as a 'Host' Organisation: Clinical Psychology	No
	Part B: Clinical Scientists Trainee Salaries	No
	Part C: Clinical Psychology Trainees Salaries & related costs	No
	Part D: Child Psychotherapy Trainee Salaries & related costs	No
	Part E: IAPT Salaries	No
	Part F: Improving Access to Psychologies Clinical Assurance Process	No
Annex III	National Activities	No
Annex IV	Contract Performance Indicators for Pre-Registration Healthcare/Professional Providers	Yes
Annex V	Responsibilities of Placement Provider where it is providing Work Based Learning	Yes
Annex VI	Quality Improvement (HENCEL)	No

SCHEDULE B

THE PLACEMENT PROVIDER'S PREMISES AND REVIEW MECHANISM

1.0 Premises and Facilities

- 1.1 The Placement Provider shall make available Premises and facilities to support Students/Trainees undertaking any education/training pursuant to this Agreement, and shall ensure access to appropriate clinical and non-clinical learning environments to allow Students/Trainees to complete their learning objectives.
- 1.2 The Placement Provider shall ensure that Students/Trainees undertaking any education/training have the same work facilities and amenities as those available to its employees.
- 1.3 The Placement Provider shall ensure that staff of Education Providers involved in the supervision, mentorship and assessment of Students/Trainees undertaking any education/training at the Placement Provider, will have access to all placement settings and learning environments.
- 1.4 The Placement Provider shall ensure that where facilities have been provided by the Authority or Education Providers, through this or previous Agreement, to support specific education and training, that education and training will have priority in the use of those facilities. Facilities provided for a specific Programme must be used to support that Programme in the first instance.
- 1.5 The Placement Provider shall ensure that Students/Trainees receive any necessary training to enable them to use any equipment safely.
- 1.6 The Placement Provider shall, wherever possible, make available at each of the Premises where Services are being provided, an office space with a telephone where staff from the Education Providers can meet Students/Trainees in private.
- 1.7 The Placement Provider shall use its reasonable endeavours to consult with the Authority on any significant changes to the use of Premises/facilities, or in advance of the termination of the use of Premises or other facilities.
- 1.8 The Placement Provider shall give the Authority a reasonable period of time within which to express its views on any changes proposed to Premises (above).
- 1.9 The Placement Provider shall provide and maintain in a safe condition all equipment and facilities required for the provision of the Services.
- 1.10 The Placement Provider shall ensure that all Premises, facilities and equipment:
 - 1.10.1 are suitable for the performance of the Services;
 - 1.10.2 comply with any applicable health and safety legislation, any other applicable Law, appropriate risk management clinical guidance, good healthcare practice and the requirements of any relevant Regulatory Body; and
 - 1.10.3 are sufficient to enable the Services to be provided at all times and, in all respects, in accordance with this Agreement.

- 1.11 The Placement Provider shall make available sufficient and appropriate library and information technology resources to the Trainees/Students and staff involved with any of the Programmes/education/training pursuant to this Agreement in accordance with those sections on Library and Knowledge Services.
- 1.12 The quality and standards of the Placement Provider's premises may be inspected on a regular basis by the LETB, its nominated representative and/or the appropriate regulatory body. The Placement Provider undertakes to inform the LETB of any modifications to premises that are required to meet regulatory standards and a timetable in which it will do so and the modifications to be carried out at the Placement Providers expense, unless otherwise agreed with the LETB.

SCHEDULE C

QUALITY ASSURANCE AND PERFORMANCE MANAGEMENT

- 1.1 The Placement Provider shall, throughout the Term, demonstrate a proper concern for quality and shall comply with the Quality Assurance and Performance Management processes in relation to each of the Services applicable to the Placement Provider that are set out in the Schedules and Annexes to this Agreement, or in accordance with such systems/processes as may be communicated by the Authority to the Placement Provider from time to time, including and without limitation those referred to below.
- 1.2 Notwithstanding Clause 1.1 (above), the Placement Provider shall be required to complete and submit to the Authority, at such reasonable intervals as the Authority may request, completed compliance templates and self-certification proformas recording compliance with the Placement Provider's obligations under this Agreement.
- 1.3 The Placement Provider shall, following on from the submissions referred to in this Schedule, put in place such action plans as the Authority may direct, and evidence delivery of those action plans in such manner as the Authority may require to satisfactorily demonstrate compliance with this Agreement.
- 1.4 The Authority shall be entitled to withhold funding from the Placement Provider for breaches of the Placement Provider's obligations in relation to quality assurance and performance management under this Schedule.
- 1.5 Without prejudice to the Placement Provider's obligations and any rights of the Authority under this Agreement, the Authority shall work with the Placement Provider to address and remedy any breach by the Placement Provider of its obligations under this Agreement where such breaches affect the delivery of the Services pursuant to this Agreement and the Authority's education commissioning arrangements with other placement providers.
- 1.6 To fulfil the obligation under this Schedule and associated Annex, the Placement Provider will nominate:
 - 1.6.1 Board Director to be responsible for education and training across the whole organisation including current staff and all those Students/Trainees on clinical placements
 - 1.6.2 A Director of Education managing all education and training

And ensure there is a:

 - 1.6.3 Requirement to provide evidence that all staff have completed mandatory training
 - 1.6.4 A requirement to provide evidence of a learning organisation
 - 1.6.5 A requirement to notify the Authority Director of Education Quality of all "Never Events"

Practice Placement quality review and enhancement will be further developed by the LETB during the Term of this Agreement.

Further detail on the Contract Performance Indicators for Pre-registration Healthcare/Professional Providers is given in Annex IV.

SCHEDULE D

EXCHANGE OF INFORMATION BETWEEN THE PLACEMENT PROVIDER AND THE AUTHORITY

1. The purpose of this Schedule is to ensure transparency of risk and performance through a clear governance, monitoring and a reporting framework. In addition it will contribute to a consistent contracting platform between the Placement Provider and the Authority.

The data submission obligations relating to each Service to be provided under this Agreement are included within the relevant Schedules to which the Services relate The Placement Provider's Responsibilities.

The Placement Provider will provide information necessary to support any audit, review or fraud investigation as identified as necessary by Health Education England and its auditors;

LETBs are to include this requirement in their exchange of information requirements. This is required to facilitate fraud and other audit recommendations. This is expected to be on an exceptional basis only.

- 1.1 The Placement Provider shall ensure that the Authority is provided with all reasonable information and assistance to enable the Authority to monitor the quality of the Services.
- 1.2 The Placement Provider shall respond to feedback and adjust behaviours in line with planning requirements.
- 1.3 The Placement Provider shall comply with data, definitions, standards and requests from the Authority, or its representatives in a timely fashion.
- 1.4 The Placement Provider shall allow the Authority, or its representatives, reasonable access on request to its records and its Premises during the Term for the purposes of monitoring performance.
- 1.5 The Placement Provider shall submit details of any proposed changes in training Programmes to the Authority in writing for discussion and the Authority will be given the opportunity to engage with the Placement Provider in open consultation regarding the proposed changes and the Placement Provider must take the Authority's representations into account in deciding upon any changes.
- 1.6 The Placement Provider shall ensure that copies of all evaluation and training reports received from the Education Providers are submitted to the Authority without delay.
- 1.7 The Placement Provider shall provide the Authority with a list of Students/Trainees undergoing education and/or training with the Placement Provider, and the profession(s) represented.
- 1.8 The Placement Provider may from time to time also be requested to comply with requests for data from the Authority, the Department of Health or other

Regulatory Bodies, including but not limited to the requirement to complete the staff survey.

2. Workforce Planning and Development

- 2.1 The Placement Provider will actively contribute to the Authority's workforce planning and development agenda and will provide the Authority with baseline workforce capability. The Authority shall, where possible, align its workforce plans with the Placement Provider service strategy. The Placement Provider will provide capacity data, operating plans and other information to the Authority, as otherwise reasonably requested by the Authority from time to time.
- 2.2 The Placement Provider will develop, maintain and provide to the Authority workforce demand forecasts which should include as a minimum:
 - 2.2.1 baseline workforce capacity and capability in terms of numbers and skills profiling in accordance with the national workforce dataset which will include the information set out in paragraph 3.2 of this Schedule (Exchange of Information Between the Authority and the Placement Provider);
 - 2.2.2 to have sight of the board signed off and commissioner aligned operating plans which cover workforce finance and delivery that will be provided to either the NHS TDA or Monitor. This should be both the 2 and 5 year versions; and
 - 2.2.3 alignment with education strategy and Placement Provider strategy going forward.
- 2.3 The Placement Provider will review the performance of the initial demand forecast against actual performance as part of the quarterly performance review cycle.

3. The Dataset Content

- 3.1 The Placement Provider shall provide the Authority with an agreed minimum dataset, to an agreed time-scale.
- 3.2 The dataset will consist of the following:
 - 3.2.1 Staff:

The Placement Provider shall provide the data outlined in the table below in respect of all medical and non-medical staff, by occupational code, in both substantive and non-substantive posts, by grade:

Data to be provided by the Placement Provider in relation to staff member	Description	How the Placement Provider will make the data available
Vacancy data via ESR (or direct return)	As defined by the Information Centre	Information Centre
Sickness and absence rates	As defined by the Electronic Staff Records Standards (ESR)	ESR (or direct return)
Projected changes in demand of staffing numbers or types of staff, for the next five years	Information as provided in the Annual Workforce Planning Process or Operating Plan.	Placement Provider to provide data as requested
Number of staff leaving	As defined by the Electronic Staff Records Standards	Reason for leaving and destination after leaving, to be collected via ESR (or direct return), with the Placement Provider to populate ESR as normal
Number of new staff and trainees employed	ESR	ESR (or direct return)

3.2.2 Education and training:

Data to be provided by Placement Provider	Description	How the Placement Provider will make the data available
Placements	Number, capacity and type, by profession	Placement Provider (as requested from time to time)
Clinical Education Mentors/Supervisors	Number, service area and type, by profession, maintenance of competence	Placement Provider (as requested from time to time by the Authority or a relevant Education Provider) shall make

Data to be provided by Placement Provider	Description	How the Placement Provider will make the data available
		available any relevant data to a relevant Education Provider and shall co-operate with any Education Provider in relation to disclosure of such data (to enable that the Education Provider to meet its obligations towards the Authority under a Pre-Registration Education Contract).
Clinical educators/practice teachers	Number, service area and type, by profession	Placement Provider (as requested from time to time)
Education strategy		Placement Provider (as requested from time to time)
Training needs analysis	Gap analysis of workforce requirements vs actual, and plans to address	Placement Provider (as requested from time to time)
Library expenditure		Placement Provider (as requested from time to time)

3.2.3 Data requests from other parties:

Data to be provided by the Placement Provider	Description	How the Placement Provider will make the data available
Staff and Trainee satisfaction rates	As defined by the Department of Health's Staff Survey	Staff Survey (from DH)

- 3.2.4 Service
 - 3.2.4.1 details of service changes or reconfigurations likely to impact on provision of the Services in the Agreement; and
 - 3.2.4.2 details of inter-professional learning activity.
- 3.3 Annual Return for PGMDE Budget (to be provided to the LETB)
 - 3.3.1 It is the responsibility of the Placement Provider to provide an “Annual Return for Budget” to the LETB on an annual basis (if applicable). During the Term, this must be submitted by 31 May.
 - 3.3.2 The address to which this form should be sent, unless otherwise specified, is to the Head of Finance at the relevant LETB
 - 3.3.3 The accuracy of this information should be verified prior to submission by obtaining signatures from the Placement Provider Director of Finance and Director of Medical Education.
 - 3.3.4 The information to be included covers the total expenditure in Pounds Sterling for the Term related to Postgraduate Medical and Dental Education, for the following items:
 - 3.3.4.1 staff costs
 - 3.3.4.2 study leave
 - 3.3.4.3 operational costs (excluding staff costs)
 - 3.3.4.4 capital charges
 - 3.3.4.5 Premises costs
 - 3.3.4.6 library costs
 - 3.3.4.7 other running costs
 - 3.3.4.8 dental admin. costs
 - 3.3.4.9 other income,

and the information provided shall not include any overrun on the Budget.
 - 3.3.5 Administrative support funding for GP schemes will be managed under separate arrangements.
- 3.4 The dataset content will be reviewed on a quarterly basis. The dataset may be amended to take account of any national agreements or any changes as may be agreed between the Placement Provider and the Authority from time to time.
- 3.5 The dataset will demonstrate compliance with nationally determined workforce targets.

- 3.6 The Placement Provider shall keep appropriate records in connection with education and workforce development, and shall make this information available to the Authority on reasonable request. These records shall include, but shall not be limited to:
- 3.6.1 annual workforce plan;
 - 3.6.2 service development plans which affect the future demand for a trained workforce;
 - 3.6.3 records detailing the application of funds made available by the Authority; and
 - 3.6.4 financial reports of expenditure against income.
- 3.7 Upon request by the Authority from time to time, the Placement Provider will provide the Authority with the following information and any subsequent amendments to such information:
- 3.7.1 a copy of the relevant abstract from its Health and Safety policy which is in accordance with HSC 1998/064 and provide evidence of audit of effectiveness;
 - 3.7.2 copies of personnel policies and procedures affecting training staff employed by the Placement Provider; and
 - 3.7.3 an up to date outline of occupational health services and policies on health matters, including those relating to blood borne infections.
- 3.8 The Placement Provider shall retain such records which shall be held available for inspection by the Authority, or any person authorised to inspect such records, for at least seven (7) years after the termination or expiry of this Agreement. Appropriate Placement Provider staff members with requisite knowledge of this Agreement will be made available as necessary to answer questions connected with the records and education information by agreement between the two Parties, upon receipt of reasonable notice.
- 3.9 The Authority will supply the Placement Provider with an advance notice of any planning, deliberations or changes in the Service provisions, which may affect patient care and/or the delivery of education/training including any subsequent amendments to the same.

4. Data Collection and Reporting Protocols

- 4.1 The staff data will be collected where possible by the Authority via the Electronic Staff Records system (or by direct return).
- 4.2 Should the Authority require more current information, or information which is not readily available from another source, the Placement Provider will submit the data directly to the Authority.
- 4.3 The data outlined above will be made available to the Authority on a quarterly basis, unless otherwise requested in accordance with the terms of this Agreement. The Authority shall communicate the timeframes within good time and the Placement Provider shall be expected to comply with these.

- 4.4 The Placement Provider will appoint an individual(s) who will be:
 - 4.4.1 the first point of contact to receive and deal with data queries from the Authority;
 - 4.4.2 responsible for the provision of the required data to the Authority from the Placement Provider within the timescales specified by the Authority; and
 - 4.4.3 a participant in any data management review meetings between the Authority and the Placement Provider from time to time.

The Placement Provider will be responsible for ensuring that the data submitted to the Authority is complete and accurate and conforms to the agreed standards and definitions

SCHEDULE E

FUNDING – INCLUDING PRICES, TARIFFS AND PRICE VARIATION MECHANISMS

1. General

- 1.1 This Schedule sets out the funding arrangements that are to apply in relation to the Services to be provided under this Agreement.
- 1.2 During the Term, the Authority shall pay the Placement Provider the Contract Price.
- 1.3 If any changes, at national level, are made to the Multi-Professional Education and Training budget or any other stream of funding paid by the Department of Health / Health Education England to the Authority that are detrimental to the Authority's ability to meet its obligations to the Placement Provider under this Agreement, the Authority shall work with the Placement Provider and discuss how this will impact on the Placement Provider in its supply of the Services under this Agreement and shall not unilaterally make a change to the Contract Price itself.
- 1.4 Any failure by the Placement Provider to deliver any of the Services in accordance with this Agreement or to meet the standards set by the appropriate Regulatory Bodies, from time to time, may also result in an appropriate adjustment being made to the Contract Price by the Authority.
- 1.5 The Authority shall not pay the Placement Provider any additional costs or expenses over and above the Contract Price unless such additional costs or expenses are set out in this Agreement or specifically agreed between the Parties in writing in accordance with this Agreement.
- 1.6 The Contract Price, based where appropriate on the published tariff of the service, shall be used by the Placement Provider exclusively for the provision of the Services covered by this Agreement and each element of the Contract Price shall be used to assist the Placement Provider in funding the development of the group of Trainees/Students or other individuals to which it relates.
- 1.7 The Placement Provider shall not ask Trainees/Students or other beneficiaries of the Services to pay for any of the Services covered by this Agreement without the prior written agreement of the Authority.

2. Calculating the anticipated Contract Price

- 2.1 The Parties acknowledge that the amounts set out in the Contract Price Schedule are indicative of how much the Authority will pay under this Agreement. The amounts set out in the Contract Price Schedule are based on forecast activity and the activity actually delivered may differ from this. The Parties agree that the Authority may, at its absolute discretion, vary the amounts paid under this Agreement to take into account the activity actually delivered in accordance with the provisions set out in this Schedule. For the

avoidance of doubt, the Contract Price that is paid to the Placement Provider by the Authority shall take into account any adjustments made by the Authority.

- 2.2 The value of funding for each individual Service shall be set by the Authority (acting reasonably) and the Authority shall set this in consultation with the Placement Provider when considered appropriate.
- 2.3 At least three (3) months prior to end of the Term, the Authority shall have the right to request the Placement Provider to produce a forecast of any part of the Contract Price that the Placement Provider will not spend during the Term in accordance with this Agreement and the Parties shall use reasonable endeavours to negotiate an appropriate management strategy for the expenditure of any such surplus amount. The Authority reserves the right to require the Placement Provider to return the whole or part of any actual surplus, or to require any actual surplus amount to be spent by the Placement Provider in a particular way.
- 2.4 Funding is allocated on the understanding that the Placement Provider will provide a high quality educational and working environment in accordance with this Agreement for all Trainees/Students and other individuals in receipt of the Services at its Premises and/or support as necessary to its staff who are in receipt of education/training funded by this Agreement. If, in the opinion of the Authority, the Placement Provider is not providing such a high quality educational and working environment or adequate levels of support, the Authority shall discuss such matters with the Placement Provider and where appropriate shall agree an appropriate adjustment to the Contract Price which may include withdrawing funding from the Placement Provider where appropriate. For the avoidance of doubt, in such circumstances the Authority may also request a Regulatory Body to review the provision of all or some of the Services and re-allocate the Services (as appropriate) to another NHS Organisation (or Independent Organisation) where appropriate.

3. Management of Budgets

- 3.1 The Placement Provider shall nominate appropriate budget managers and shall ensure that all necessary management accountancy support systems and processes are in place to enable the budget managers to ensure that the amount paid to the Placement Provider under this Agreement is fully accounted for. The Placement Provider shall inform the Authority of the names of the budget managers upon request.
- 3.2 The Authority shall have the right to request information and documentation in relation to how the funding has been spent in accordance with this Agreement and the Placement Provider shall respond to such reasonable requests.

4. Payment Terms

- 4.1 In respect of Quarter 1:
 - 4.1.1 either, by the Quarter 1 Date or as soon as practicable thereafter, the Authority shall issue to the Placement Provider a copy of the Contract Price Schedule together with a schedule setting out the invoices to be issued by the Placement Provider to the Authority (the “**Schedule of Invoices**”) in Quarter 1, the total of which invoices shall amount to the

total activity forecasted to be delivered by the Placement Provider in Quarter 1 (the “**Quarter 1 Payment**”); and

- 4.1.2 the Placement Provider shall sign and return a copy of the Contract Price Schedule issued by the Authority pursuant to Paragraph 4.1.1 (above) and shall issue invoices to the Authority in accordance with the Schedule of Invoices for Quarter 1; and
- 4.1.3 subject to Paragraph 4.5 (below), the Authority shall pay the Quarter 1 Payment to the Placement Provider within the Quarter 1 period, at such times (within the Quarter 1 period) and in such amounts (the total of which shall amount to the Quarter 1 Payment) as shall be determined by the Authority. Any delay by the Placement Provider in returning a signed copy of the Contract Price Schedule to the Authority and/or issuing the invoices in accordance with the Schedule of Invoices may result in a delay by the Authority in making payment of the Quarter 1 Payment.

4.2 For each of Quarters 2, 3 and 4:

- 4.2.1 the Authority shall consider the data provided by the Medical Schools, the LETB, the Education Providers and the Placement Provider pursuant to (Exchange of Information Between the Authority and the Placement Provider) and based upon that data shall:
 - 4.2.1.1 review actual activity delivered by the Placement Provider in the preceding quarter(s), against the forecast activity and adjust (if appropriate) the Contract Price in accordance with Paragraph 2.2 (above); and
 - 4.2.1.2 either, by the relevant Quarter 2, 3 or 4 Date (as applicable), or as soon as practicable thereafter, issue to the Placement Provider a revised Contract Price Schedule and Schedule of Invoices in respect of the relevant quarter, the total of which invoices shall amount to the total activity forecasted to be delivered by the Placement Provider in the relevant quarter (the “**Quarter Payment**”) plus or minus (as appropriate) the Excess Amount, where the “**Excess Amount**” means the difference between the previous Quarter Payment (or Quarter 1 Payment, as applicable) and the actual activity delivered in that previous quarter (the Quarter Payment plus or minus (as appropriate) and the Excess Amount together being the “**Amount Due**”); and
- 4.2.2 the Placement Provider shall sign and return a copy of the Contract Price Schedule issued by the Authority pursuant to Paragraph 4.2.1.2 (above) and shall issue invoices to the Authority in accordance with the Schedule of Invoices for the relevant quarter;
- 4.2.3 subject to Paragraph 4.5 (below), the Authority shall pay the Amount Due for the relevant quarter to the Placement Provider within the relevant quarter, at such times (within the relevant quarter) and in such amounts (the total of which shall amount to the Amount Due) as determined by the Authority. Any delay by the Placement Provider in returning a signed copy of the Contract Price Schedule to the Authority

and/or issuing the invoices in accordance with the Schedule of Invoices issued pursuant to sub-Paragraph 4.2.1.2, (above) may result in a delay by the Authority in making payment of the Amount Due by the Authority in the relevant quarter.

4.3 At the end of Quarter 4:

4.3.1 the Authority shall consider the data provided by the Medical Schools, the LETB, the Education Providers and the Placement Provider pursuant to Schedule D (Exchange of Information Between the Authority and the Placement Provider) and based upon that data shall:

4.3.1.1 review actual activity delivered by the Placement Provider in Quarter 4, against the forecast activity and adjust (if appropriate) the Contract Price in accordance with Paragraph 2.2 (above);

4.3.1.2 (if relevant) issue to the Placement Provider a revised Contract Price Schedule in respect of Quarter 4 (the “**Revised Quarter 4 Contract Price Schedule**”) together with a reconciliation statement setting out either the amount due by the Authority to the Placement Provider or payable by the Placement Provider to the Authority (as appropriate);

4.3.1.3 (if relevant) issue a request for the Placement Provider to issue an invoice to the Authority in respect of the amount due by the Authority; and

4.3.1.4 (if relevant) the Placement Provider shall sign and return to the Authority a copy of the Revised Quarter 4 Contract Price Schedule issued by the Authority pursuant to Paragraph 4.3.1.2 (above);

4.3.2 subject to Paragraph 4.5 (below), (if applicable), the Authority shall pay the Placement Provider any amount due by the Authority pursuant to Paragraph 4.3.1.2 within thirty (30) Working Days of receipt of the relevant invoice from the Placement Provider; and

4.3.3 where pursuant to Paragraph 4.3.1 an amount is payable by the Placement Provider, such amount shall be payable by the Placement Provider within thirty (30) Working Days of receipt by the Placement Provider of the Revised Quarter 4 Contract Price Schedule and the reconciliation statement referred to in sub-Paragraph 4.3.1.2 (above), and if there is a delay in the making of this payment then interest shall accrue on the amount due at the rate of two per cent (2%) per annum above the base rate from time to time of the Bank of England.

4.4 If the Authority does not pay the Quarter 1 Payment or any Amount Due (as applicable) for the relevant quarter, interest shall accrue on the unpaid portion of the Quarter 1 Payment or any Amount Due (as applicable) at the rate of two per cent (2%) per annum above the base rate from time to time of the Bank of England. No interest shall be payable:

- 4.4.1 where there is a delay by the Placement Provider in returning a signed copy of the Contract Price Schedule to the Authority and/or in issuing the invoices in accordance with the Schedule of Invoices; or
 - 4.4.2 on any sums which are in dispute; or
 - 4.4.3 where payment is late due to an event which is beyond the control of the Authority, including, without limitation, due to the Authority not receiving funds from the Department of Health in order to make timely payments to the Placement Provider under this Agreement; or
 - 4.4.4 where there is a Default of the Services and/or this Agreement by the Placement Provider
- 4.5 Where the Authority, acting reasonably and after providing the Placement Provider with a reasonable opportunity to rectify or resolve any of the circumstances referred to below, considers that:
- 4.5.1 the data provided by the Placement Provider pursuant to Schedule D (Exchange of Information Between the Authority and the Placement Provider) is unreasonably delayed, incomplete, inaccurate, or of insufficient quality; or
 - 4.5.2 the Placement Provider has failed to comply with its quality assurance and performance management obligations under this Agreement; or
 - 4.5.3 there has been a material breach by the Placement Provider of any obligations under this Agreement; or
 - 4.5.4 a serious risk exists to the health or safety of persons or property or to the Premises; or

the Authority shall be entitled to give written notice in advance to the Placement Provider that it proposes to withhold payment of any invoice(s) due by the Authority and the Authority shall thereafter, from the date of such notice, be entitled to withhold payment of any invoice(s) due, until the Placement Provider has objectively demonstrated to the Authority that the circumstances referred to in this paragraph 4.5 have been resolved or no longer apply.

- 4.6 For the purposes of Paragraph 4.5 of this Schedule
- 4.6.1 “**material breach**” shall mean a breach which, in the reasonable opinion of the Authority, has a significant impact upon delivery of the Services under this Agreement; and
 - 4.6.2 “**material interruption**” shall mean an interruption to delivery of the Services which, in the reasonable opinion of the Authority, has a significant impact upon delivery of the Services under this Agreement.
- 4.7 For the avoidance of doubt, the Authority shall only be entitled to exercise its right to withhold monies under Paragraph 4.5 (above) where the circumstances referred to in Paragraph 4.5 (above) occur during the Term. Paragraph 4.5 of this Schedule shall not apply where the circumstances

referred to in Paragraph 4.5 (above) have occurred prior to the Commencement Date.

4.8 Invoices to the Authority, should be sent to the following address:

Health Education England
T73 Payables F485
Phoenix House
Topcliffe Lane
Wakefield
WF3 1WE

5. Variations to Schedule

5.1 The terms of this Funding schedule shall be varied in discussion with the Placement Provider during the term of this agreement.

SCHEDULE F

SERVICES AND PROGRAMMES COMMISSIONED

Part A

Pre-registration non-medical / healthcare professional tariff - for Practice Placements

This Part outlines the roles and responsibilities which the Placement Provider accepts and agrees to where it provides Practice Placements to Practice Placement Students who are registered with Education Providers under a Pre-Registration Education Contract.

The Department of Health has developed tariffs for clinical placements for non-medical Students and Trainees, which has replaced all existing and future funding for Practice Placements from 1 April 2013. The Placement Provider accepts that the Authority may from time to time review and amend this Part to ensure it complies with Department of Health guidance issued/updated from time to time and by each relevant LETB as required.

Further detail relating to pre-registration medical/ healthcare professional services is given in Annexes I and II.

1. Introduction

- 1.1 The planning, organisation and management of Practice Placements as part of the Pre-Registration Education Contract is the responsibility of each of the relevant Education Providers who have entered into a Pre-Registration Education Contract with the Authority. Pursuant to the Pre-Registration Education Contract, the Education Providers are required to procure suitable Practice Placement opportunities for Practice Placement Students and accordingly enter into a Practice Placement Agreement with the relevant Organisations which includes (if appropriate) the Placement Provider.
- 1.2 Where the Placement Provider provides Practice Placements, it shall enter into a Practice Placement Agreement in the form of (or in a substantially similar form to) the Practice Placement Agreement set out in the Pre-Registration Education Contract, with the Education Provider(s) at which the Practice Placement Students are enrolled and shall comply with the quality assurance and professional standards in its delivery of and supervision of Practice Placements as set out in the Practice Placement Agreement.
- 1.3 Where the Placement Provider receives Practice Placement Students from more than one Education Provider, the Education Providers shall enter into the Practice Placement Agreement with the Placement Provider on a several basis, such that the Practice Placement Agreement shall operate as a separate agreement between each of the Education Providers, severally, and the Placement Provider.
- 1.4 The Placement Provider shall in consultation with the Education Providers use reasonable endeavours to agree that they have enough Practice Placements to support the number of Practice Placement Students, as agreed between the Authority and the Education Provider for each Contract Year. Confirmation of the agreed numbers shall be in a form agreed from time to time between the Placement Provider and the Education Providers.

2. The Placement Provider' Responsibility in relation to provision of Practice Placements

- 2.1 The Authority shall require the Placement Provider to work in partnership with the Education Providers and comply with the quality assurance processes set out in the

Practice Placement Agreement and Pre Registration Contract. The Agreements should include:

- 2.1.1 together with the relevant Education Provider, assess the performance of the provision of each Practice Placement against contract performance indicators (examples of which are set out in Part A to Part I to this Schedule, for information) as agreed from time to time between the Authority and the relevant Education Provider;
- 2.1.2 make its Staff delivering Practice Placements (“**Practice Placement Staff**”) (of a level of seniority to be agreed between each Education Provider and the Placement Provider from time to time) available to be involved annually in:
 - 2.1.2.1 reviewing each relevant Education Provider’s recruitment and selection policies and criteria;
 - 2.1.2.2 reviewing the education programmes set by each relevant Education Provider;
 - 2.1.2.3 reviewing the DBS Checks and occupational health clearance processes that the Education Provider has in place to screen Practice Placement Students before they are admitted on a Practice Placement; and
 - 2.1.2.4 reviewing the minimum dataset information (as required under the Practice Placement Agreement) submitted to the Education Provider by the Placement Provider to confirm that the information submitted contains no material inaccuracies in order to carry out the annual review process;
- 2.1.3 ensure that it makes Placement Provider Staff available annually for involvement in development Quality Contract Performance Management QCPM (as defined in the Practice Placement Agreement) action plans;
- 2.1.4 notify the relevant Education Provider of any serious untoward incidents where involvement of any Practice Placement Student calls into question their fitness for training and report any such incidents to the relevant Education Provider within a timescale appropriate to the seriousness of the situation and in any event within two (2) working days;
- 2.1.5 accept as valid the DBS Checks and occupational health checks carried out by each relevant Education Provider but be able to refuse to accept any Student who has not received DBS clearance prior to commencement of the Practice Placement;
- 2.1.6 collect and collate feedback from all Practice Placement Students and regularly agree action plans with the relevant Education Providers to address the issues raised;
- 2.1.7 where requested by an Education Provider, endorse and sign that Education Provider’s completed contract performance return before that Education Provider submits its completed contract performance return to the Authority, such form being the annual pro-forma return required to be

submitted by that Education Provider to the Authority to comply with the provisions of its Pre-Registration Education Contract;

- 2.1.8 work with the relevant Education Provider to develop mutually agreed draft Action Plans, as defined in the Practice Placement Agreement;
- 2.1.9 attend, if invited by any Education Provider, any annual review meetings in relation to the Practice Placements as set out in the Practice Placement Agreement;
- 2.1.10 where required, agree with the relevant Education Provider and the Authority to obtain sign off of any Action Plan(s) for each contract performance indicator within a Practice Placement Agreement;
- 2.1.11 be actively involved in delivering any matters set out in the Action Plan(s);

Facilitation and Assessment of Practice Learning

- 2.1.12 make appropriate and sufficiently qualified Placement Provider Staff available to ensure Practice Placement Students receive an educationally relevant experience through effective facilitation and assessment of Practice Placements. This will allow the development and testing of the competencies required to meet the Practice Placement outcomes;
- 2.1.13 encourage and support sufficient and appropriate staff to undertake education and development in the facilitation and assessment of Practice Placements;
- 2.1.14 ensure that all Placement Provider Staff:
 - 2.1.14.1 are competent to support Practice Placement Students' learning and assessment, meet professional body requirements where necessary or are required to commence a programme of continuing professional development after recruitment and Preceptorship in order to achieve these competencies where appropriate;
 - 2.1.14.2 have appropriate educational responsibilities included in their job descriptions and appropriate competencies defined in their job specifications;
 - 2.1.14.3 are appropriately monitored, appraised and reviewed by the Placement Provider in relation to the provision of these responsibilities;
 - 2.1.14.4 ensure that all Practice Placement Students receive:
 - 2.1.14.4.1 an appropriate induction and orientation, including local policies and procedures relevant to each Practice Placement;
 - 2.1.14.4.2 feedback on their performance in a time frame appropriate to the activity performed to meet the specified learning outcomes set by the relevant Education Provider with which such Practice Placement Students are enrolled;

- 2.1.15 ensure that the assessment of Practice Placement Students is appropriately moderated as agreed between the relevant Education Provider and the Placement Provider;
- 2.1.16 immediately notify an Education Provider of any service provision changes that might affect its Practice Placement Students' ability to meet the learning outcomes agreed with the relevant Education Provider and offer alternative Practice Placement if possible;
- 2.1.17 ensure that all Placement Provider Staff are available to liaise with each relevant Education Provider in relation to the contract performance management processes under each Practice Placement Agreement and in particular to assist with the development of the Action Plan(s);
- 2.1.18 encourage and support sufficient and appropriate staff to undertake education and development in facilitation and assessment of Practice Placements;
- 2.1.19 encourage and support appropriate staff to participate in any disciplinary and appeals process relating to a Practice Placement Student at the invitation of the relevant Education Provider;

Premises and Facilities

- 2.1.20 make available facilities to support Practice Placement Students undertaking Practice Placements in their clinical and service areas, including access to multi-professional learning resource centres and information services where available;
- 2.1.21 ensure that Practice Placement Students have, as far as reasonably practical, similar work facilities and amenities as those available to the staff of the Placement Provider;
- 2.1.22 ensure that relevant staff of the Education Provider involved in the facilitation and assessment in practice of Practice Placement Students at the Placement Provider are given access to the Practice Placement Students (provided that the relevant staff of the Education Provider give reasonable notice to the Placement Provider);
- 2.1.23 ensure that all premises, facilities and equipment are suitable for the provision of the Practice Placements and comply with any applicable health and safety legislation; **Disciplinary Procedure and Fitness to Practice**

- 2.1.24 The Placement Provider shall remove a Practice Placement Student from a Practice Placement in any case where the Placement Provider reasonably considers it necessary, having regard to the Practice Placement Student's conduct and/or professional suitability. The decision to remove a Practice Placement Student from a Practice Placement shall only be made by appropriate senior members of staff (of a level of seniority to be agreed between the relevant Education Provider and the Placement provider from time to time) and, wherever possible, shall only be made following consultation between the relevant Education Provider (with whom the Practice Placement Student is enrolled) and the Placement Provider; and
- 2.1.25 co-operate with the relevant Education Provider(s) in answering any patient complaint or defending any clinical negligence or personal injury claim involving a Practice Placement Student in a Practice Placement setting.

3. Liability and Insurance

- 3.1 The Placement Provider shall maintain appropriate insurance cover in respect of the Practice Placement Students during their Practice Learning Programmes or Practice Placements on the Premises owned and controlled or for the time being in use by the Placement provider. Insofar as the Placement Provider is not covered by the NHS Indemnity Schemes, the Placement provider shall maintain appropriate insurance cover for employer's liability, public liability, clinical negligence and professional indemnity to cover any loss, injury or damage caused by and in respect of such Practice Placement Students as if the Placement Provider were the employer of the Practice Placement Students.
- 3.2 At the commencement of any Practice Placement Agreement and from time to time thereafter at the reasonable request of the Authority and/or the relevant Education Provider as appropriate, or its nominated representative, the Placement Provider will produce the insurance certificates and/or other evidence thereof and/or any associated schedules to show that the insurances referred to in Paragraph 3.1 (above) are being maintained by the Placement Provider.
- 3.3 The Placement Provider shall indemnify and keep indemnified at all times the relevant Education Provider and the Authority against any costs, claims or liabilities which may arise for any negligent act(s) or omission(s) by the Practice Placement Students during the course of any Practice Placement.
- 3.4 The Placement Provider shall indemnify and keep indemnified at all times the relevant Education Provider and the Authority against any costs, claims or liabilities which may arise or are sustained by the relevant Education Provider and/or the Authority in consequence of any negligent, act or omission and/or breach of the Practice Placement Agreement by the Placement provider which results in:
 - 3.4.1 any claim for, or in respect of the death and/or personal injury of any employee or agent of the relevant Education Provider or the Placement Provider or any Practice Placement Student;
 - 3.4.2 any claim for, or in respect of, the death and/or personal injury of any third party arising out of or in the course of the provision of the Practice Placements save to the extent caused by any negligent acts or omissions of the relevant Education Provider, breach of any express provision of the Practice Placement Agreement by the relevant Education Provider or any deliberate act or omission of the relevant Education Provider; and

- 3.4.3 any claim by a Practice Placement Student arising out of or in connection with the delivery of the Practice Placements.
- 3.5 With respect to any staff of the relevant Education Provider who facilitate Practice Placement Students during periods of Practice Placement, the Placement Provider agrees that those persons shall each:
 - 3.5.1 enter into Attendance Arrangements or develop and implement Attendance Arrangements within a reasonable period of time, or be deemed to enter into Attendance Arrangements with the Placement Provider; and
 - 3.5.2 have specific duties and obligations as regards Practice Placement Students in relation to the facilitation of learning as appropriate.
- 3.6 The Placement Provider shall work jointly with each relevant Education Provider to develop and implement within a reasonable period of time appropriate insurance and/or indemnity arrangements for each relevant member of the staff of the Education Provider facilitating Practice Placement Students in accordance with Paragraph 3.5 (above).
- 3.7 The Placement Provider shall use all reasonable endeavours to ensure that its employees or agents are properly prepared for Practice Placements and the relevant Education Provider shall, upon the reasonable request of the Placement Provider use all reasonable endeavours to assist it to prepare for Practice Placements.

4. Health and Safety, Occupational Health and Criminal Bureau Screening

- 4.1 The Placement Provider will take steps to ensure the health, safety and welfare of Practice Placement Students as it would for Placement Provider Staff. This shall include access to local emergency assessment and treatment services at the Placement Provider for the Practice Placement Students in the event of any accident or injury.
- 4.2 The Placement Provider will provide appropriate information on its health and safety policy as part of the induction to the Practice Placement.
- 4.3 The Placement Provider will satisfy itself that the procedures adopted by the relevant Education Provider to undertake all relevant checks and clearances on each Practice Placement Student required under NHS Employment Checks Standards, DH guidance and professional regulatory guidance in advance of the commencement of a Practice Placement are appropriate. For the avoidance of doubt these checks include: a right to work check; DBS Checks; occupational health clearance(s); and checks on registration and qualifications. The Placement provider shall accept as valid the DBS Check(s) and occupational health check(s) carried out by each Education Provider.

Part B

UNDERGRADUATE PROGRAMMES – MEDICAL EDUCATION

This Schedule is applicable where the Placement Provider provides Undergraduate Medical Education Training to Medical Students.

The Parties acknowledge that the Department of Health has developed a new Undergraduate Medical Tariff for undergraduate medical placements in secondary care which will be implemented from 1 April 2014. This Undergraduate Medical Tariff will replace all existing Undergraduate Medical Tariff components from 1 April 2013 including, without limitation, the 'Clinical Placement Funding' and the 'Facilities Funding' which funding was (prior to 1 April 2014) used to cover the provision of Medical Placement Services and Facilities Services.

The Placement Provider accordingly agrees to comply with its obligations under this Schedule where it has been allocated Undergraduate Medical Tariff. The Placement Provider accepts that that Authority may from time to time review and amend this Schedule to ensure it complies with Department of Health guidance issued/updated from time to time.

1.0 Purpose of this Schedule

- 1.1 The Parties acknowledge the principle that education, training and learning are integral to the delivery of the core business of the Placement Provider and to ensure the provision of high quality teaching staff to deliver this training.
- 1.2 Medical Schools under the Undergraduate Medical Agreements have obligations to provide resources, to supervise and to monitor Undergraduate Medical Education Training to which the Undergraduate Medical Tariff relates. Accordingly the provision of Undergraduate Medical Education Training requires a collaborative approach between the Medical Schools, the Authority and the Placement Provider.
- 1.3 This Schedule outlines obligations of the Placement Provider in relation to the provision of Undergraduate Medical Services and the terms under which the Authority has allocated Undergraduate Medical Tariff to the Placement Provider for the provision of the Undergraduate Medical Services.

2 Medical Placement Obligations

The Placement Provider is required to:

2.1 Teaching Programmes

- 2.1.1 ensure the adequate provision of high quality teaching staff to enable Medical Students to acquire the skills and knowledge as specified in course documentation provided by the relevant Medical Schools;
- 2.1.2 provide a range of teaching and learning opportunities that meet the minimum specifications laid down by the relevant Medical Schools;
- 2.1.3 ensure access to the necessary range of cases to support the achievement of the learning outcomes of the clinical attachments. These will include a balanced mixture of elective and acute emergency conditions, common conditions plus direct referrals from general practitioners, and illnesses appropriate to the clinical speciality in which the Medical Student is based;

2.1.4 ensure that Medical Students are given an appropriate mix of teaching types e.g. practical skills, small groups and ward rounds; and

2.1.5 ensure that the form of delivery of clinical training is agreed with the relevant Medical Schools.

2.2 Access to Patients

2.2.1 Ensure appropriate access to patients on wards, outpatients, day wards and operating theatres by Medical Students and ensure that patients are aware of their rights in relation to having Medical Students present during their treatment. Patients should be informed that Medical Students, as part of their training, will be present and may contribute in their care and that they may request that Medical Students are not present. Clinical teaching should comply with the relevant Medical School's policy on the rights of patients in medical education. Booklets of introductory advice for patients must provide an explanation of the importance of clinical teaching and what it might involve as specified by the document 'Medical Students in Hospitals - A guide on their access to patients and clinical work' prepared by the NHSME in April 1991.

2.3 Clinical Standards and Guidelines

2.3.1 ensure that all Medical Student clinical attachments meet specific standards and guidelines as defined by the relevant Medical Schools and which must:

2.3.2 have an identified course co-ordinator, with appropriate administrative/secretarial support, to act as the focus for Medical Students assigned to that clinical attachment and to facilitate teaching and provide pastoral care. The leader and administrative staff should have appropriate time identified in their job plans for these activities;

2.3.3 provide complete and detailed timetables for each Medical Student to be made available on the first day of each clinical attachment, a copy of which must be sent to the relevant Medical School;

2.3.4 liaise with appropriate Medical School colleagues to ensure that Medical Students receive learning objectives and logbooks relating to the clinical attachment;

2.3.5 have an identified person to liaise with the Placement Provider's undergraduate teaching co-ordinator by the beginning of the Academic Year to ensure that all teachers receive a copy (printed or electronic) of the relevant handbooks including Medical Students' timetables and learning objectives;

2.3.6 look after Medical Student welfare including personal tutoring and monitoring attendance and where appropriate referring Medical Students with attendance and/or welfare problems to the faculty tutor (or person of equivalent standing); and

2.3.7 require the Medical Students to evaluate the Placement Provider using forms provided by the relevant Medical School, and ensure that copies of evaluation forms are forwarded by the Medical Students to the relevant Medical School within the timescale specified by the relevant Medical Schools.

2.4 Assessments

2.4.1 provide regular assessment (e.g. end of firm assessments, case studies, projects etc) according to the guidelines laid down by the relevant Medical Schools to

measure how well the Medical Students have achieved the objectives of the clinical attachment, provide feedback to Medical Students and ensure that Medical Student performance is reviewed by consultants and junior staff throughout the clinical attachment. Copies of assessment forms must be forwarded to the relevant Medical Schools within the timescale specified by the relevant Medical Schools. This information forms a vital record of a Medical Student's progress and achievement.

2.5 Teaching Staff and Support

- 2.5.1 ensure sufficient time for teaching and related activities (preparation, assessment, organisation, examination etc) is included in the job plans of all relevant staff;
- 2.5.2 provide administrative and other support for Medical Placement Teachers involved in Undergraduate Medical Education Training, including the provision of teaching material and the payment of travel expenses incurred as a result of teaching-related activities;
- 2.5.3 ensure that Undergraduate Medical Education Training is included in the job plans of new consultant appointments and of those existing consultants that they have responsibility for the Undergraduate Medical Education Training of Medical Students and that a Programmed Activity, specifically for Undergraduate Medical Education Training, is allocated for each Medical Student the Placement Provider receives unless otherwise agreed with the relevant Medical Schools. It may be that some consultants will wish to have more than one teaching session, while others may not wish to offer undergraduate teaching, but the Placement Provider shall ensure that teaching provision is at the level of the funding provided for the Services provided under this Schedule. The job plan should specify that the core contribution must include, as appropriate, teaching ward rounds, bedside teaching sessions, seminar teaching, teaching in outpatient clinics and the community, and acting as a clinical examiner. It may also, optionally, include delivering lectures, supervising SSMs, facilitating PBLs, interviewing for Medical Student intake and acting as a course or examination organiser. If the job plan indicates that some or all of the teaching will take place during clinical service, for example in an outpatient clinic, then the clinical load should be appropriately reduced, for example with fewer patients booked, to allow effective teaching to take place; and
- 2.5.4 ensure that contributions to teaching and teaching excellence is recognised by the Placement Provider and featured in annual reviews/appraisals for individuals with education included in the contract or job plan. The Placement Provider may wish to consider recognition of contribution to teaching in the award of discretionary points.

2.6 Teaching Space

- 2.6.1 ensure the provision of appropriate teaching space or designation of clinical space for teaching purpose, adjacent to the main clinical areas available for Undergraduate Medical Education Training (wards, out-patients, day surgery units etc) for teaching sessions to take place with a group of Medical Students and which allows Medical Students to clerk patients where necessary.

2.7 Library and Knowledge Management

- 2.7.1 ensure that Medical Students have access to a library, meeting the standards as defined in Library Services for Medical Students on Placement in the NHS;

- 2.7.2 ensure Medical Students have access to personal computing facilities on the Placement Provider's placements site. These facilities should include: access to standard applications (word processing, web browser, email, etc); the ability to access their remote desktop; and the ability to print. These facilities should be readily available to Medical Students during normal working hours and as much out of hours access as is reasonably possible. This responsibility includes the provision and maintenance of appropriate information systems hardware to provide Medical Students access to computing facilities; and
- 2.7.3 provide Medical Students with passwords for secure access to electronic medical record and electronic radiography systems used in the Placement Provider and ensure that the Medical Students are aware of their responsibilities and the security arrangements relating to this.

2.8 Facilities and Transport

- 2.8.1 provide residential accommodation or travel assistance for Medical Students in accordance with the recommendations contained in 'LIVING AND WORKING CONDITIONS FOR HOSPITAL DOCTORS IN TRAINING' – HSC 2000/036. This would not normally apply if the Placement Provider is co-located with a campus of a Medical School;
- 2.8.2 provide residential accommodation of an appropriate standard when Medical Students are 'on-call'. The room shall include a desk, sufficient lighting, sheets, towels and reasonable access to a telephone;
- 2.8.3 provide transport for Medical Students who are placed in accommodation relating to a clinical attachment away from the unit or where Undergraduate Medical Education Training arranged by the Placement Provider takes place on more than one site;
- 2.8.4 provide access to catering for Medical Students' meals during their clinical attachment to the unit of the Placement Provider, including the availability of meals at night;
- 2.8.5 provide a rest room/common room for Medical Students during their clinical attachment; and
- 2.8.6 provide lockers for Medical Students during their clinical attachment.

2.9 Equipment

- 2.9.1 provide appropriate equipment such as functioning bleeps, theatre clothing and clinical and laboratory equipment to facilitate teaching and learning. As appropriate, protective equipment should be provided to enable Medical Students to take standard health and safety precautions, e.g. gloves, vacutainers, sharps disposal bins etc.

2.10 Health and Safety Procedures

- 2.10.1 ensure that Medical Students are provided with the same degree of Health and Safety support as the Placement Provider employees including access to the local emergency assessment and treatment services after accidents;
- 2.10.2 ensure that Medical Students are not asked to, or allowed to, undertake tasks in contravention of the relevant Medical School's health and safety policies (e.g. not

being asked to carry out sharps procedures on patients known to be infected with HIV or HCV or other blood-borne infection) and that any accidents or incidents involving Medical Students are reported to the relevant Medical School;

- 2.10.3 ensure that the Occupational Health department of the Placement Provider provides the relevant Medical School with a confidential report on clinical assessment and outcome of any consultation by a Medical Student following an inoculation accident or exposure to a contagious disease;
- 2.10.4 ensure that Medical Students are provided with up-to-date, timely and appropriate information on the Placement Provider's health and safety policy as part of their induction to the Placement Provider including information on:
 - 2.10.4.1 personal protective equipment requirements. For example, does the Placement Provider provide white coats for use by visiting Medical Students and where they can be obtained from? A further example: what is the Placement Provider's policy on wearing gloves during exposure-prone clinical procedures?
 - 2.10.4.2 vaccination requirements, for example does the Placement Provider have any requirements in addition to those of the appropriate Medical Schools which requires Medical Students to be routinely immunised against, inter alia, TB, Rubella and hepatitis B (including anti-body tests to identify and follow-up non-responders) before commencing clinical studies?;
 - 2.10.4.3 inoculation accident requirements. For example: who is responsible for providing initial assessment and treatment and longer term follow-up and where can they be found?; how Medical Students can access HIV exposure prophylaxis after a high-risk incident; to whom Medical Students should report accidents and where they should go for emergency assessment and treatment services, and arrangements for obtaining help in the evening and at weekends;
 - 2.10.4.4 'Needle-Stick' incident requirements. The Placement Provider should provide initial assessment and treatment following 'needle stick' injury and have the incident reported to the Placement Provider's Occupational Health department for immediate follow up; and
 - 2.10.4.5 contagious diseases requirements. For example:
 - 2.10.4.5.1 who is responsible for follow-up of staff after possible inadvertent exposure to tuberculosis?
 - 2.10.4.5.2 are attached Medical Students included in any contact tracing/follow-up exercises?
 - 2.10.4.5.3 to whom should Medical Students report if they have a contagious infection, e.g. chicken pox?
- 2.10.5 inform the officer in charge of health and safety for Medical Students in the Medical School if the Placement Provider wishes to impose any vaccination or immunity assessment requirements in addition to those of the Medical Schools as described at Paragraph 4.10.4.2 above, giving sufficient notice to enable the requirement to be acted upon;

- 2.10.6 ensure that staff are aware of the health and safety requirements outlined in Clause 1.10 (Health and Safety Procedures) above and ensure appropriate representation on the Placement Provider's health and safety committee of the person responsible for the health and safety of Medical Students when they are on site; and
- 2.10.7 include Medical Students in the Placement Provider's 'Whistleblowing and Bullying and Harassment' policies.

3 Facilities Services

The Placement Provider is required to:

3.1 Management of Teaching Activities and Clinical Services

- 3.1.1 have a named member of staff who has responsibility for co-ordinating Undergraduate Medical Education Training and who has a timetable which allows him/her to dedicate an appropriate amount of time as agreed with the relevant Medical School to the administration of undergraduate medical teaching. The Undergraduate Medical Tariff allocation should support a teaching budget for the undergraduate co-ordinator, to be spent directly on personnel and/or facilities supporting undergraduate medical education. Spend should be planned in conjunction with the Medical Schools;
- 3.1.2 have a named member of the administrative staff who will support the co-ordinator in the management and organisation of all Undergraduate Medical Education Training;
- 3.1.3 provide a learning environment in which high quality Undergraduate Medical Education Training thrives;
- 3.1.4 have a level and quality of staff which supports the expectation that both academic and Placement Provider staff will participate in the conduct of Undergraduate Medical Education Training and undertake national and international responsibilities where appropriate;
- 3.1.5 ensure that the contracts of junior medical staff and any other clinical staff involved in Undergraduate Medical Education Training include reference to the expectation and duty to teach;
- 3.1.6 actively support the participation of consultant teaching staff in staff development and training programmes to enhance the quality of medical education for Medical Students. All consultants involved in teaching Medical Students will be expected to have undertaken accredited teacher training and will undergo peer review of their teaching activities every three (3) years and would be expected to expand or review their own development in this area. The result of appraisals and review of teaching should be monitored by the Placement Provider's undergraduate co-ordinator and reported to the Medical Schools at the end of each Financial Year;
- 3.1.7 ensure that the needs of Undergraduate Medical Education Training are taken into account when patient through-put is planned, e.g. in out-patient clinics;
- 3.1.8 ensure that the needs of Undergraduate Medical Education Training are taken into account in the planning and consultation of changes to service delivery and changes in the location of services;

- 3.1.9 ensure that the Placement Provider's medical staff participate in the preparation, organisation and conduct of Medical Student assessments and examinations and should be expected to help in the recruitment of patients and material for such examinations;
- 3.1.10 ensure that no clinical teaching space is redesignated without consultation with and agreement of the appropriate Medical Schools; and
- 3.1.11 ensure adequate provision of individual mentoring and advice for Medical Students and where appropriate by appointing local clinical staff as Medical Student advisors

3.2 Assessments and Examinations

- 3.2.1 ensure the adequate provision of facilities and staff to conduct routine in-course assessment and university qualifying examinations including undergraduate clinical and oral examinations and Objective Structured Clinical Examinations ("OSCEs"). This should include provision of the following:
 - 3.2.1.1 a clinician (minimum consultant grade or equivalent grade) nominated by the Placement Provider to oversee clinical examinations and recruit patients. This clinician will oversee the provision of 'maps' showing the location of numbered beds and sitting cases, lists of patients and their diagnoses, history and physical signs of each patient for examiners. The Placement Provider must appoint a locum to cover the clinician's duties while s/he is preparing for and overseeing the examination (the Placement Provider is expected to cover this cost);
 - 3.2.1.2 adequate numbers of appropriately qualified staff to prepare for and conduct the examination and provide care to patients participating in the examination. The Placement Provider must make it clear to such staff that this activity is part of their normal duties paid for by the Placement Provider and that separate payment should not be claimed from the Medical Schools. If agency staff are employed for this purpose, payment must be made by the Placement Provider;
 - 3.2.1.3 patients recruited to participate in the examination. The Placement Provider must pay the costs associated with the provision and care of such patients, e.g. secretarial costs incurred in 'pulling' and copying patients' notes and contacting patients, patients' travelling expenses including patients' transport costs where the patients are used in teaching sessions, portering costs, payment to specialists employed to look after paediatric patients taking part in the examination, and the costs of refreshments for patients and Placement Provider staff involved in the examination;
 - 3.2.1.4 suitable, appropriately furnished space including rooms for examiners, patients and Medical Students and equipment such as beds, couches, chairs, screens, linen etc. in order to conduct all aspects of the examination. The Placement Provider must provide written confirmation of the examination location at least four (4) months before the examination takes place and must cover any costs associated with setting up wards and other accommodation used for the examination (including staffing costs); and

- 3.2.2 give notice in writing at least three 3 months before the examination is due to take place if it is unable to provide the requested space; the examination location must be confirmed at least four (4) months before the examination takes place. If, due to major building works or site reconfiguration, the Placement Provider foresees any difficulties in meeting the commitments that it has made it must initiate discussion with the Medical Schools, in writing, as soon as possible and at least twelve (12) months before the date of the examination. Any costs associated with setting up wards and accommodation used for the examination (including staffing costs) shall be covered by the Placement Provider.

3.3 Diagnostic Investigation Facilities

- 3.3.1 provide and maintain diagnostic investigation facilities which will take account of the additional requirements associated with the conduct of Undergraduate Medical Education Training.

3.4 Medical Records, Library and Knowledge Systems

- 3.4.1 ensure the provision of medical records and information systems sensitive to the needs arising from Undergraduate Medical Education Training and ensure that all Medical Students are aware of local patient confidentiality agreements and, as appropriate, the requirements of the Data Protection Act;
- 3.4.2 ensure that the provision of any teaching and teaching support facilities (including local Placement Provider-managed library and information services) by the Placement Provider takes account of the needs arising from Undergraduate Medical Education Training activity. This should include the provision and maintenance of an infrastructure to support new developments in medical education, including facilities for participating in video lectures, IT and library facilities for staff and Medical Students as specified by the Medical Schools and clinical skills laboratories as appropriate; and
- 3.4.3 provide appropriate financial contribution to the academic library and information services. This should be in accordance with the arrangements as set out in the library service agreements in cases where such agreements exist between the Medical Schools and the Authority.

3.5 Structure and Planning

- 3.5.1 ensure that a managerial and administrative structure exists which allows for appropriate dialogue and planning to take place between the Placement Provider and the Medical Schools on issues related to medical education and research. The undergraduate co-ordinator, and Medical Placement Teachers should attend Medical School committee meetings as appropriate;
- 3.5.2 provide a financial overview at the end of the Financial Year to the Medical Schools summarising how the Undergraduate Medical Tariff has been spent. The format of the template for the financial overview at the end of the Financial Year will be set by the Authority;
- 3.5.3 consult with the Medical Schools regarding planning and proposals for expenditure of the Undergraduate Medical Tariff;

- 3.5.4 undertake joint planning with the Medical Schools in the construction of business plans to take account of Undergraduate Medical Education Training and development needs; and
- 3.5.5 inform the Medical Schools regarding any significant planned changes to service provisions, new capital projects and estate management issues that may impact on medical undergraduate teaching and learning.

4 Monitoring and Liability

The Placement Provider acknowledges as follows:

- 4.1 the obligations of the Placement Provider as set out in this Schedule (Undergraduate Medical Tariff) (the “Placement Provider Obligations”) shall be monitored by the Medical Schools in accordance with the terms and conditions of the relevant Undergraduate Medical Agreement, as amended from time to time. Copies of the relevant Undergraduate Medical Agreements are available on written request from the Authority;
- 4.2 monitoring of compliance of the Placement Provider Medical Obligations by the Medical Schools, as procured by the Authority, will include the use of Medical Student feedback, examination results, clinical log books, site visits and other monitoring processes as they are developed. There will be feedback provided to the Placement Provider regarding the outlined monitoring procedures through meetings between the head of the Medical Schools or his/her designate and the undergraduate co-ordinator for the Placement Provider, together with such teaching representatives as may be appointed within the Placement Provider to oversee medical undergraduate teaching. In addition the Placement Provider acknowledges that there may be external monitoring through the GMC, Quality Assurance agencies and other such bodies;
- 4.3 as defined in the ‘SIFT Operational Guidance HSG (95)59’ and ‘Guidance for NHS Trusts on costing for SIFT Contracts HSG (95)60’ the Placement Provider shall be required to produce an annual statement of how the Undergraduate Medical Tariff has been spent. The format of the template for the annual statement will be set by the Authority. This should list the physical, human and financial resources, both fixed and variable, that have been supported by Undergraduate Medical Tariff and the amounts paid for each resource during the relevant Financial Year; and
- 4.4 the Placement Provider shall ensure that all clinical work undertaken by Medical Students is closely supervised by a registered medical practitioner, who is deemed to be employed by the Placement Provider. The Placement Provider as the employer therefore undertakes that it will indemnify the Medical Schools against all proceedings, costs, expenses, liabilities, injury, death, loss or damage arising out of the breach or negligent performance or failure in performance by the Placement Provider of its obligations set out in this Schedule.

5 Funding

- 5.1 The Undergraduate Medical Tariff shall be paid by the Authority to the Placement Provider.
- 5.2 Undergraduate Medical Tariff shall be paid by the Authority to the Placement Provider for the provision by the Placement Provider of the Undergraduate Medical Services to Medical Students at the Placement Provider. The level of Undergraduate Medical

Tariff shall be determined by the number of Medical Students for whom the Placement Provider provides the Undergraduate Medical Services.

Part C

UNDERGRADUATE PROGRAMMES – DENTAL EDUCATION

This Part of this Schedule is applicable where the Placement Provider provides undergraduate dental education programmes to dental students.

1. Purpose of this Schedule

- 1.1 The Parties acknowledge the principle that education, training and learning are integral to the delivery of the core business of the Placement Provider and to ensure the provision of high quality teaching staff to deliver this training.
- 1.2 Dental Schools have obligations under the Undergraduate Dental Agreements to provide resources, to supervise and to monitor Undergraduate Dental Education training to which Undergraduate Dental Funding relates. Accordingly, the provision of Undergraduate Dental Education requires a collaborative approach between the Dental Schools, the Authority and the Placement Provider. The relevant Undergraduate Dental Agreements shall be available to the Placement Provider from the Authority upon request.
- 1.3 This Part of this Schedule F sets out the obligations of the Authority in respect of the Undergraduate Dental Funding and the obligations of the Placement Provider in respect of the provision of Undergraduate Dental Education.
- 1.4 The Placement Provider will perform its obligations under this Schedule, including but not limited to the provision of education at locations to be agreed between the Parties (the “**Locations**”).

2. Placement Provider Obligations

The Placement Provider will:

- 2.1 provide healthcare facilities and services to Dental Students at the Locations in accordance with the terms of this Part of this Schedule F and with any applicable Related Agreement. The facilities and services will be suitable and appropriate to the provision of Undergraduate Dental Education and will meet all relevant Standards set by the Department of Health and all relevant guidance issued by the Authority and the Care Quality Commission;
- 2.2 ensure that Dental Students have access to the full range of clinical activities necessary to complete the education requirements of the General Dental Council’s Curriculum through the development of a suitable case mix;
- 2.3 ensure that Dental Students have access to the Locations and such use of facilities, including but not limited to library services, and access to patients as necessary to enable them to complete the Clinical Dental Training element of their Undergraduate Dental Education;
- 2.4 ensure that suitably qualified and competent Placement Provider staff are available to provide Clinical Dental Training to the Dental Students, to supervise and continuously assess Dental Students in their Clinical Dental Training and provide the Dental Students with mentoring support;

- 2.5 actively support the participation of consultant teaching staff in staff development and training programmes to enhance the quality of Undergraduate Dental Education for the Dental Students. All consultants involved in teaching Dental Students must attend a minimum of one session of PD-approved teacher training per annum (either through the Dental School, the Placement Provider or the Royal Colleges);
- 2.6 make available clerical and administration staff to ensure that the Placement Provider performs and meets its obligations under this Part of this Schedule F and any applicable Related Agreement and towards the Dental Schools and Dental Students in its provision of the Undergraduate Dental Education;
- 2.7 ensure that the Locations are safe, well maintained and fully compliant with all health and safety requirements;
- 2.8 make available adequate space within the Locations, such allocation to be agreed with the Dental Schools (such agreement not to be unreasonably withheld or delayed), for the provision of Clinical Dental Training, and such space will be properly equipped and maintained by the Placement Provider for the duration of this Agreement;
- 2.9 provide and maintain the instruments, dental materials, clothing, consumables and equipment required by the Dental Students in the normal course of their Clinical Dental Training;
- 2.10 support the provision of the Clinical Dental Training under this Part of this Schedule F where it takes place at a location other than the Locations such as a primary care or community setting including, but not limited to, ensuring that Dental Students are released to attend training outside the Locations and that those other premises are safe and suitable for the training purpose;
- 2.11 work with the relevant Dental Schools to keep records of all Undergraduate Dental Funding provided and spent on the provision of Undergraduate Dental Education to enable it to account to the Authority for the expenditure on a timescale agreed between the Authority, the Placement Provider and the relevant Dental School;
- 2.12 consult with the Dental Schools on the most efficient and effective means of utilising the Undergraduate Dental Funding;
- 2.13 ensure that new capital projects and estate management issues which might have an influence on Clinical Dental Training, (e.g. refurbishment of out-patient departments), are planned in full consultation with the Dental Schools;
- 2.14 ensure that appropriate arrangements are in place to meet national and local requirements for Standards of patient care and that systems are in place to ensure monitoring and reporting of performance as against these Standards;
- 2.15 advise the Authority and the Dental Schools of any developments which are likely to have an impact on the Clinical Dental Training and will accommodate any reasonable requests from the Authority for changes to be made to the delivery of the Clinical Dental Training;
- 2.16 ensure that all Dental Students allocated a place for Undergraduate Dental Education have received occupational health clearance prior to patient contact

and have been screened by and received clearance from the Criminal Records Bureau (or a successor organisation performing the same or similar functions). Dental Students who do not pass both of these requirements will not be permitted to commence Undergraduate Dental Education; and

- 2.17 keep the Authority and the Dental Schools informed of any plans that may impact on the cost of providing the Undergraduate Dental Education;
- 2.18 consult with the Dental Schools and the Authority on the proposed introduction of new activities or significant variations to its existing activities in order to agree resource implications and support requirements; and to
- 2.19 ensure that all Dental Students participate in an induction process to inform them of their health and safety obligations while on the Locations, any clinical governance issues and a summary of all relevant Placement Provider policies, procedures and practices.

3. Undergraduate Dental Funding

The Authority for the duration of this Agreement will make available to the Placement Provider the Undergraduate Dental Funding in accordance with this Paragraph 3 (Undergraduate Dental Funding) and Schedule E (Funding).

- 3.1 In advance of each Financial Year the Placement Provider and the Dental Schools will agree the number of Dental Students to be recruited by the Dental Schools who will undergo Undergraduate Dental Education and the Placement Provider and the Dental School shall identify the programme of study that will be undertaken. This will then be agreed with the Authority. The Undergraduate Dental Funding will be calculated by reference to the agreed number of Dental Students and study programme.
- 3.2 The Undergraduate Dental Funding is in respect of both full-time and part-time Dental Students.
- 3.3 This Part of this Schedule F does not provide for funding of the teaching of Human Disease (Medical and Surgical) subjects to Dental Students.

4. Standards of Education Provisions

- 4.1 The Placement Provider will ensure that the Undergraduate Dental Education complies with all requirements and Standards set by the General Dental Council from time to time. Failure by the Placement Provider to meet the required Standards will be a failure of its obligations under this Agreement for which reason the Undergraduate Dental Funding may be withheld.
- 4.2 The Placement Provider shall, in accordance with the Undergraduate Dental Agreements, assist the Dental Schools in its monitoring and evaluation of the quality of teaching of the Undergraduate Dental Education being provided by the Dental Schools under the Undergraduate Dental Agreement. The Parties acknowledge that overall responsibility for monitoring of education and record keeping of the results will rest with the Dental Schools.
- 4.3 Working with the relevant Dental Schools, the Placement Provider will keep records of the information required by this contract. The Placement Provider will make these records available to the Authority on request and in any event

the Placement Provider will provide the Authority with up-to-date copies of such monitoring information on a timescale agreed between the Authority, the Placement Provider and the relevant Dental School.

- 4.4 The Placement Provider, the Dental Schools and the Authority will conduct regular review meetings to discuss the results of the monitoring information and any changes or improvements that could be made to the Undergraduate Dental Education and training generally. The Parties may request a review meeting at any time on reasonable notice. Any disputes that arise from such review meetings will be dealt with in accordance with this Agreement.
- 4.5 On a timescale agreed between the Authority, the Placement Provider and the relevant Dental School, the Placement Provider working with the relevant Dental School will provide the Authority with an activity report setting out the activity performed during that time period as against the activity plan.
- 4.6 The Placement Provider will ensure that mechanisms for clinical governance and audit which are consistent with the requirements of the Care Quality Commission are put in place. The Placement Provider will report on its performance with regard to this Paragraph 4 (Standards of Education Provisions) at the agreed review meetings.
- 4.7 The Placement Provider will ensure that all patients treated by Dental Students in accordance with this arrangement receive the same service and the same standard of care as they would if treated by a provider with a dental healthcare contract with an appropriate local NHS organisation and at least to the Standards set by the Care Quality Commission, the Authority and the local NHS organisation.

Part D

Postgraduate Medical and Dental Education Requirements

This Part (Postgraduate Medical and Dental Education Requirements) is applicable where the Placement Provider provides postgraduate medical and dental education programmes to postgraduate Trainees that are commissioned by the Authority, excluding those programmes commissioned through Lead Providers under the MDEC agreement.

1. Purpose of this Schedule

- 1.1 The Parties acknowledge the principle that education, training and learning are integral to the delivery of the core business of the Placement Provider and agree to ensure the provision of high quality teaching staff to deliver this education and training.
- 1.2 The Authority receives funding from the Department of Health, which is for specific education and training activities in order to meet strategic education and training objectives. These strategic education and training objectives include the provision of postgraduate medical and dental education and training services. This funding is largely provided through the Postgraduate Medical Tariff, including both a salary component and a placement fee, in accordance with the tariff rules established by Department of Health and communicated by the Authority. The placement fee is varied according to the market forces factor applying to the Placement Provider. The placement fee is not payable for posts that have been vacant for a year or more. In addition, the Authority will fund other posts that fall outside the scope of the Postgraduate Medical Tariff, such as Dental posts, Community based Foundation posts and Occupational Medicine posts; these will be funded by local arrangements in the same way that posts were funded prior to the Postgraduate Medical Tariff coming in on 1 April 2014. In addition, posts that have been Trust funded in the past remain Trust funded under this contract.
- 1.3 The Placement Provider shall ensure the provision of postgraduate medical and dental education and training services to the Authority in accordance with the terms of this Agreement.
- 1.4 The Parties acknowledge that the provision of postgraduate medical and dental education and training requires a collaborative approach between the Foundation Schools or Heads of Specialty, the Placement Provider and the Authority.
- 1.5 This Part sets out the obligations with which the Placement Provider must comply in the provision of the Postgraduate Education Services and the terms under which the Authority provides funding to the Placement Provider for the provision of the Postgraduate Education Services.

2. General Principles

The Parties acknowledge that the obligations to be carried out under this Part are intended to reflect the Domains and/or standards set by the Regulatory Bodies for the relevant Foundation School or Heads of Specialty.

2.1 The GMC has identified a number of Domains which can be summarised as follows:

	Domain	Standard
2.1.1	Patient safety	The duties, working hours and supervision of Postgraduate Trainees must be consistent with the delivery of high quality safe patient care. There must be clear procedures to address immediately any concerns about patient safety arising from the training of doctors.
2.1.2	Quality management, review and evaluation	Training must be quality managed, monitored, reviewed, evaluated and improved. Postgraduate training must be quality managed locally by LETBs, working with others as appropriate, but within an overall delivery for postgraduate medical and dental education for which Postgraduate Deans are responsible.
2.1.3	Equality diversity and opportunity	Postgraduate training must be fair and based on principles of equality.
2.1.4	Recruitment, selection and appointment	Processes for recruitment, selection and appointment must be open, fair, and effective.
2.1.5	Delivery of Curriculum, including assessment	The requirements set out in the approved curriculum and assessment system must be delivered and assessed.
2.1.6	Support and development of Postgraduate Trainees, trainers and local faculty	Postgraduate Trainees must be supported to acquire the necessary skills and experience through induction, effective educational and clinical supervision, an appropriate workload, relevant learning opportunities, personal support and time to learn.
2.1.7	Management of education and training	Education and training must be planned and managed through transparent processes which show who is responsible at each stage.
2.1.8	Educational resources and capacity	The educational facilities, infrastructure and leadership must be adequate to deliver the Curriculum.
2.1.9	Outcomes	The impact of the standards must be tracked against Postgraduate Trainee outcomes and clear linkages should be made to improving the quality of training and the outcomes of the training programme.

2.2 The Placement Provider is responsible for ensuring that Postgraduate Trainees receive education and training that meet local, national and professional standards.

2.3 Both Parties acknowledge that the Authority has developed quality frameworks that support the implementation of the GMC standards. These include the Quality Improvement Framework and the Professional Development Framework for Supervisors.

2.4 The Placement Provider will comply with the frameworks identified at Paragraph 2.3 (above), and shall work with the Foundation Schools and the Heads of Specialty and the Authority to further develop improvements in the quality of postgraduate education and to ensure that the Foundation Schools

and the Heads of Specialty and the Authority are provided with all reasonable information and assistance to enable the monitoring and management of the quality of the Postgraduate Education Services.

- 2.5 The Parties' agreement to working within these frameworks is a demonstration of the intent to achieve improvement in the quality of training delivered over and above the minimum acceptable standards.

3. Authorised Representatives

- 3.1 The duly authorised officer of the Authority will be the Postgraduate Dean.
- 3.2 The Postgraduate Dean will be the duly authorised representative of the Placement Provider for all purposes connected with the Postgraduate Education Services.

4. Quality and Standards

- 4.1 Key elements of the framework outlined in the Quality Improvement Framework that shall apply to the Placement Provider are:
- 4.1.1 standard governance of Education Committees and Local Faculty Groups;
 - 4.1.2 annual reports; and
 - 4.1.3 quality visits including Authority Reviews; Foundation School and Specialty visits to the Placement Provider, and GMC visits.
- 4.2 The Placement Provider acknowledges that the Authority, which manages the performance of the Placement Provider in relation to the Postgraduate Education Services, expects the Placement Provider to ensure that its Education Committee and the LFG structure reporting to the Authority conform to the requirements for quality control. The Placement Provider also acknowledges that the efficacy of local quality control will be tested by the Foundation Schools and Heads of Specialty, during Authority Review and in quality visits.

5. Standards

- 5.1 The Placement Provider is responsible for ensuring that Postgraduate Trainees receive education and training that meets local, national and professional standards and shall ensure that it complies with all relevant standards as may be updated from time to time, including but not necessarily limited to:
- 5.1.1 the Quality Improvement Framework;
 - 5.1.2 the GMC Standards for Postgraduate Training – The Trainee Doctor and 'Standards for Curricula and Assessment Systems' (www.gmc-uk.org);
 - 5.1.3 the standard governance of Education Committees and Local Faculty Groups; and

5.1.4 Guidelines for Dental Educators published by COPDEND
(<http://www.copdend.org.uk>).

6. The Placement Provider agrees additionally to comply with the “Professional Development Framework” for supervisors.
7. The GMC National Trainee Surveys form an important part of the evidence that underpins the assurance and management of the quality of postgraduate medical education and training. The Placement Provider shall:
 - 7.1 inform postgraduate Trainees of their responsibility to seek prospective approval through the Authority for training where appropriate and necessary;
 - 7.2 inform postgraduate Trainees of their responsibility to comply with any quality management processes such as completion of the GMC National Training Survey and taking part in any quality management interviews, coordinated by the Authority and/or the GMC;
 - 7.3 encourage postgraduate Trainees to respond to national surveys conducted by the GMC;
 - 7.4 act on issues highlighted in the results of the GMC surveys; and
 - 7.5 respond promptly to such issues raised by the Authority, providing evidence of any corrective actions where requested.

8. Quality Measures

The reports to be provided by the Placement Provider to the Authority, as outlined in this Part, contain a significant quantity of information which the Authority intends to use to develop metrics to provide evidence of quality improvement. The Placement Provider acknowledges that the Authority undertakes to provide information and feedback on such metrics as they are developed.

9. Visits to the Placement Provider

The Quality Improvement Framework, and the document within it ‘Postgraduate Medical Quality Visits – Approaches, Governance, Roles and Responsibilities states that a number of visits will be made as part of the methodology to quality manage postgraduate education provision. The Placement Provider will use its best endeavours to comply with the requirements of such visits, including:

- 9.1.1 the prompt provision of information, including the support of pre-visit questionnaires, as may be requested by the Lead Visitor prior to a visit;
- 9.1.2 making available during a visit, any documentation requested to be made available by the Lead Visitor prior to the visit;
- 9.1.3 completing any actions identified in the report of a visit in accordance with the timetable for completion of the actions as stated in the report; and
- 9.1.4 advising the relevant Foundation Schools and Heads of Specialty and/or the Authority as appropriate, when the actions are complete.

10. Workforce Management Planning

- 10.1 The Placement Provider will:
 - 10.1.1 ensure its organisational processes are robust and can deliver sufficient strategic and operational capacity to produce an effective workforce plan for internal use; and
 - 10.1.2 provide opportunities for staff at all levels to progress through the skills escalator and into professional training and beyond in accordance with identified workforce needs.
- 10.2 The Placement Provider acknowledges, and shall procure that:
 - 10.2.1 all training posts must have appropriate educational approval from the GMC, and from the Authority for all other posts; and
 - 10.2.2 any posts that do not meet these criteria are not classified as training grade posts and must not be advertised as such.
- 10.3 The Placement Provider acknowledges and agrees that training posts and/or programmes will be advertised and appointed using nationally agreed processes organised by the Authority unless otherwise agreed in writing between the Placement Provider and the Authority.
- 10.4 Recruitment and selection will follow the relevant agreed processes and any locally implemented procedures.
- 10.5 The Placement Provider agrees to comply with the Authority reasonable requests for consultants to be involved in recruitment and selection.

11. Learning

- 11.1 The Placement Provider will ensure that there are processes in place to identify and manage the learning needs of its Postgraduate Trainees and will ensure appropriate staff access to all available learning resources. These processes must show equity and clear criteria for Postgraduate Trainee selection and support.
- 11.2 The Placement Provider will arrange access to knowledge and library services where required by the postgraduate Trainees for their learning needs in relation to the postgraduate education services.

12. Induction

- 12.1 The Placement Provider will be responsible for ensuring that each postgraduate Trainee has an appropriate induction into: the Placement Provider; the post to be occupied by that postgraduate Trainee (including the relevant unit); and all relevant policies of the Placement Provider to meet its obligations as an employer or honorary employer.
- 12.2 Induction for Foundation Trainees will be in accordance with Authority specific policies and guidelines, the Trainee Doctor, and the UKFPO Reference Guide (2012) (www.foundationprogramme.nhs.uk).

- 12.3 The Placement Provider will ensure that inductions for specialty postgraduate Trainees will be as outlined in the Gold Guide and the Trainee Doctor.

13. Training

- 13.1 Educational aims and objectives will be agreed between the Placement Provider and the postgraduate Trainees from which an educational plan will be derived. The Placement Provider acknowledges and agrees that:

13.1.1 the educational plan will be in accordance with the requirements for the relevant level of training as defined by the relevant Royal College/Faculty, the UKFPO Reference Guide Curriculum and agreed by the GMC; and

13.1.2 it is important to ensure that clinical responsibility is limited to a realistic assessment of each postgraduate Trainee's competence and degree of clinical supervision.

14. Assessment

The Placement Provider acknowledges and agrees that:

14.1 workplace based assessment and feedback are fundamental aspects of training programmes. Assessment must provide evidence of performance, be based upon objective criteria and be handled in a transparent manner;

14.2 assessment procedures must comply with guidance contained in relevant publications including the Orange Book, the Gold Guide and the UKFPO Reference Guide (2012), as appropriate; and

14.3 the Placement Provider will ensure timely completion of assessments.

15. Handling Poor Performance and Professional Competence

15.1 Where there are issues around poor performance and professional competence, the Placement Provider, in addition to managing concerns in line with its local employment policies, should advise the relevant Foundation School or Head of Specialty, and Postgraduate Dean if the concern is of a level requiring a Responsible Officer to Responsible Officer conversation, of the issue and of the action being taken to support and remedy any deficiencies. The Placement Provider agrees to work closely with the Authority to identify the most effective means of helping or supporting the postgraduate Trainees, in line with the London Trainee in Difficulty Framework, whilst ensuring that patient safety is maintained at all times.

15.2 The Placement Provider will promptly inform the relevant Foundation School Director/Head of Speciality School and Postgraduate Dean, via agreed reporting routes (Serious Incident Portal/Employers Revalidation Portal/Responsible Officer to Responsible Officer conversations – as appropriate) of any disciplinary action being taken against a postgraduate Trainee and follow this up in writing as required to the relevant Foundation School Director/Head of Speciality School/Postgraduate Dean.

16. Study Leave

The Placement Provider acknowledges and agrees that:

- 16.1 Postgraduate Trainees are entitled by their terms and conditions to study leave so that they may attend appropriate courses, have time for private study, and take all necessary professional examinations. The funding of fees and travel, if approved by the Placement Provider Director of Medical Education and supported by the clinical supervisor as appropriate and relevant, is mandatory. The “study leave budget” is designed to contribute to these costs; and
- 16.2 Study leave will be allocated in accordance with the Postgraduate Trainees’ terms and conditions of service, the Orange Book, the Gold Guide and with reference to the relevant COPMED/COGPED and specialty guidelines and UKFPO reference guide.
- 16.3 For posts funded through the Postgraduate Medical Tariff, study leave payments are included in the placement fee. For posts funded outside of the Postgraduate Medical Tariff, separately identified study leave payments will be made as in the past.

17. Supporting Trainees

- 17.1 The Placement Provider will have in place appropriate mentoring and counselling arrangements to provide support to Postgraduate Trainees in difficulty referring to the London Trainee in Difficulty Framework as required.
- 17.2 The Placement Provider shall give Postgraduate Trainees full opportunity to raise, individually or collectively, matters of proper concern to them without fear of disadvantage and in the knowledge that privacy and confidentiality will be respected.
- 17.3 The Placement Provider shall make career advice available to all Postgraduate Trainees.

18. Flexible Trainees

- 18.1 The Placement Provider shall accept a number of Postgraduate Trainees on Flexible Training as may be agreed with the Authority from time to time.
- 18.2 The Placement Provider shall ensure that Postgraduate Trainees on Flexible Training will gain the same experience, on a pro-rata basis, as full-time Postgraduate Trainees;
- 18.3 Educational standards appropriate to the grade will apply to Postgraduate Trainees on Flexible Training.
- 18.4 The Placement Provider acknowledges and agrees that arrangements for payment in respect of Postgraduate Trainees on Flexible Training will be advised by the Authority.

19. The Services

- 19.1 The Placement Provider shall deliver the Postgraduate Education Services in accordance with the terms of this Agreement.
- 19.2 The general responsibilities of the Placement Provider in the provision of the Postgraduate Education Services include that it will:

- 19.2.1 make all reasonable efforts to enable Postgraduate Trainees to achieve the standards/qualifications/accreditations that are expected from their Programme;
 - 19.2.2 ensure that the quality of the training contracted for is satisfactory and attains the relevant Standards described in this Schedule and will, where necessary, implement the recommendations of the relevant Foundation School and Head of Specialty and/or the Authority;
 - 19.2.3 be responsible for regularly monitoring all aspects of training to ensure compliance with the Standards;
 - 19.2.4 have local quality control processes in place in accordance with the Quality Improvement Framework;
 - 19.2.5 allocate appropriate time for all relevant aspects of training that are within an individual consultant's job plan;
 - 19.2.6 ensure that the Authority and the Authority are provided with all reasonable information and assistance to enable the monitoring and quality management of the Postgraduate Education Services in accordance with the provisions of this Schedule; and
 - 19.2.7 have in place training and development plans for all Postgraduate Trainees and ensure that, where available, electronic systems are used to record these.
- 19.3 The number of training posts will be as agreed between the Placement Provider, the Authority from time to time.

20. Foundation Programme

- 20.1 The Placement Provider acknowledges and agrees that the following additional Standards Foundation Programme:
 - 20.1.1 GMC The Trainee Doctor;
- 20.2 The Placement Provider shall arrange that an induction for Foundation Year 1 Trainees starting their pre-registration year will be held before the commencement of their work duties.
- 20.3 The Placement Provider will inform all Foundation Year 1 Trainees of the name of their Educational Supervisor on the first day of their post.
- 20.4 The Placement Provider will sign off Postgraduate Trainees at the end of each Foundation Year in accordance with the process and guidance issued by the Authority from time to time.

21. Postgraduate GP Education

- 21.1 The RCGP and COGPED have produced a document, 'Standards for GP Specialty Training: Guidance to Deaneries', which describes the training standards for general practice. The Placement Provider acknowledges and agrees that this document is compatible with, and enhances, the GMC's generic training Standards, and represents the Standards which are expected to be met within GP Specialty Training.
- 21.2 The Placement Provider acknowledges and agrees that Postgraduate Trainees on Flexible Training for GPs must be in a post for at least three (3) months whole time equivalent ("WTE").

22. Postgraduate Dental Education

- 22.1 The Placement Provider will co-operate with the Specialist Dental Education Board; and comply with:
 - 22.1.1 the provisions of the Gold Guide together with the publication 'Interim dental supplement to a guide to Specialist Registrar training' or such document(s) that may replace them;
 - 22.1.2 any relevant requirements and/or standards issued by the General Dental Council;
 - 22.1.3 the provisions of the 'Interim Memorandum of Understanding between the General Dental Council ("GDC") and the Members of the Joint Committee for Specialist Training in Dentistry ("JCSTD")'; and
 - 22.1.4 any dental specific supplement(s) to or versions of the Gold Guide.
- 22.2 The Placement Provider acknowledges that quality management for dental Postgraduate Trainees should be equivalent to that for medical staff but must also include any items that are at variance to those applied in medicine specified by the General Dental Council from time to time.

23. Approval and Recognition of Trainers and Supervisors

In order to continue to be recognised as a provider of education and training the Placement Provider will ensure that the following requirements are met:

- 23.1 a database of all Educational and Clinical Supervisors within the Placement Provider's organisation shall be established and/or maintained by the Placement Provider. This shall include a record of accreditation dates and recommendations made with regard to future developments – in line with the requirements of the London Professional Development Framework and the GMC 2016 requirements in relation to the Approval and Recognition of Trainers and Supervisors;
- 23.2 the Placement Provider shall use all reasonable endeavours to ensure that Educational and Clinical Supervisors routinely seek individual feedback on their performance from Postgraduate Trainees. Educational and Clinical Supervisors are expected to use the Authority Multi-Source Feedback for Supervisors website or an equivalent validated feedback tool. Feedback should be captured from a minimum of 80 per cent of Postgraduate Trainees;

- 23.3 a process of portfolio-based accreditation/re-accreditation is established in accordance with the London Professional Development Framework provides that:
 - 23.3.1 the process will be developmental i.e. it must incorporate identification of needs for further development as an educator; and
 - 23.3.2 the process will be linked to a review of results from the GMC trainee survey;
 - 23.4 The Placement Provider shall select appropriate Educational and Clinical Supervisors subject to formal accreditation in accordance with the London Professional Development Framework; and
 - 23.5 prospective Educational and Clinical Supervisors shall be required to submit a portfolio of relevant evidence to the Director of Medical Education (or nominated deputy) to enable the Placement Provider to assess their capability and provide accreditation if deemed to be appropriate. The Placement Provider will be required to demonstrate that an effective process is in place for the accreditation and reaccreditation of Educational and Clinical Supervisors, in line with the London Professional Development Framework, as part of the quality management processes set out in this Schedule as required by the Authority;
 - 23.6 the Placement Provider will institute and/or maintain an ongoing programme of faculty development to address the identified development needs of all its educators; and
 - 23.7 the Placement Provider's Director of Medical Education (or nominated deputy) will make formal recommendations on the numbers of Programmed Activities and/or sessions to be addressed in consultants' job plans, providing at least the minimum as per the London Professional Development Framework.
- 24.** The Placement Provider' will maintain a database of Clinical and Education Supervisors, including details of their accreditation in line with the London Professional Development Framework, and the Placement Provider acknowledges and agrees that it shall provide information to the relevant Foundation School(s) and/or Head(s) of Specialty and/or to the Authority on request. The Placement Provider will provide an annual return listing all Clinical and Educational Supervisors, their contact details, their accreditation and training (in line with the London Professional Development Framework). A standard reporting data set is provided by the Authority for this purpose and must be used.
- 25. Premises**
- The Placement Provider shall ensure that its Premises comply with the provisions of HSC 2000/036: 'Standards For Living And Working Conditions For Hospital Doctors In Training'.

26. Reporting

- 26.1 The Placement Provider acknowledges and agrees that it will prepare and submit reports to the Authority, as may be required by the Authority from time to time, and specifically an Annual Report.
- 26.2 The reports from the Placement Provider to the Authority will include statements on the Placement Provider's progress towards objectives and revision of objectives where appropriate, as well as the delivery against Authority set Performance Indicators and Business Intelligence Questions.
- 26.3 The Placement Provider acknowledges and agrees that reports shall be submitted to the Authority in accordance with agreed arrangements.
- 26.4 The Placement Provider will respond to any relevant national surveys conducted by the GMC and will encourage all Postgraduate Trainees to respond to relevant national surveys conducted by the GMC.

27 Escalation

- 27.1 In the event of disputes in relation to the provision of the Postgraduate Education Services, the Parties will attempt in good faith to promptly resolve issue(s) through negotiation between their nominated representatives and:
 - 27.1.1 if no resolution is achieved within thirty (30) days the matter(s) may be escalated to the Placement Provider Trust Liaison Dean and/or Postgraduate Dean and the Placement Provider's Medical Director or Director of Medical Education, as appropriate; and
 - 27.1.2 if, again no resolution is achieved within thirty (30) days the matter(s) may be escalated to the Director of Education and Quality and the Placement Provider's chief Executive Officer; and
 - 27.1.3 if, still no resolution is achieved within a further thirty (30) days the matter(s) shall be resolved in accordance with the procedure set out in this Agreement for 'Dispute and Arbitration'.

28 Income Generation

- 28.1 The Placement Provider may utilise resources funded via the educational and training contract for the purposes of providing PGMDE for a number of junior doctors within a geographical area. If these activities generate surplus income, it must be used to enhance local PGMDE provisions and not used for any other purpose.
- 28.2 All financial transactions associated with such activity must be managed via the Placement Provider's Finance Directorate, and recorded in the Placement Provider's annual accounts.

29 Training Posts Funded by the Placement Provider

- 29.1 If the Placement Provider has training posts that are not funded under this Schedule but accepted for training by the Authority, then the Placement Provider shall ensure that an equivalent level of funding is made available to

the Placement Provider for such training posts. It is the responsibility of the Placement Provider to ensure that the proportion of funding for a post which is to be found from service allocations has been agreed with the necessary service commissioners prior to the implementation, except where the Placement Provider has agreed to fund the post from the existing allocations.

- 29.2 The Placement Provider will ensure that no additional training posts are established until both Parties have agreed in writing that sufficient funding has been identified.

30 Public Health

- 30.1 Funding for Trainees in public health is not included in this Schedule and is addressed under separate arrangements.

31 Changes to Funding

- 31.1 Additional training posts will not be established until both Parties have agreed in writing that sufficient funding for both short and long term needs has been identified.

- 31.2 Funding under this Schedule is allocated to the Placement Provider on the understanding that a high quality educational and working environment that meets the GMC requirements is provided for doctors in training. The Placement Provider acknowledges and agrees that if evidence appears that high quality educational arrangements are not in place, the Postgraduate Dean, with the head of the relevant Foundation School(s) or Head(s) of Specialty may recommend withdrawal of funding and educational recognition to the Authority.

- 31.3 The Placement Provider acknowledges and agrees that in the event of confirmation of loss of educational approval for training from the GMC or the Authority in accordance with 'the recruitment of doctors and dentists in training', (HSC 1998/229), the Authority, will provide a minimum of three (3) months' written notice before removal of funding for any relevant posts.

- 31.4 The Placement Provider acknowledges and agrees that where increases to the establishment of training grade doctors and dentists are sought, the Authority will inform the Placement Provider in writing of any funding that will be provided from the date of implementation or from a date post-implementation. It is in all cases the responsibility of the Placement Provider to ensure that the proportion of funding for a post which is to be found from service allocations has been agreed with the necessary service commissioners prior to implementation, except where the Placement Provider has agreed to fund the post from the existing allocations.

Part E

Workforce Development Funding: Direct Commissioning

This Schedule is applicable where funding is provided by the Authority to the Placement Provider for use by the Placement Provider for the provision of education/training for the development of its staff outside the Agreement for the Provision of Continuing Personal and Professional Development (CPPD) Education Services (“Direct CPPD Funding”). This education/training may be commissioned externally from Education Providers or may be delivered by the Placement Provider’s own staff. Further information on this is given in Annex V.

1. The funding provided by the Authority pursuant to this Schedule is based on updated Electronic Staff Record (ESR) data and is linked to staff headcount. Schedule E (Funding) sets out the amount of funding to be made available by the Authority to the Placement Provider during the Term.
2. The education/training funded through this Schedule should support the skills and developments required in the Placement Provider to meet the delivery of care to the local population in which the Placement Provider is situated as well as meeting the priorities of HEE (as set out in the HEE Mandate) and of the Authority.
3. The funding may be used by the Placement Provider to:
 - 3.1 Purchase bespoke training courses designed to meet the needs of the Placement Provider and/or the individual employees of the Placement Provider;
 - 3.2 Fund places on specialist courses where required;
 - 3.3 Provide training resources, including blended learning materials and educational tools, to sustain programmes of learning and training;
 - 3.4 Fund the delivery of ‘in-house’ education/training by the Placement Provider’s own staff.
 - 3.5 Improve the local learning infrastructure to support individual employees undergoing training, such as NVQ assessors; and
 - 3.6 Fund other supporting mechanisms which may be required to optimise utilisation of the training opportunities which are in line with the individual employee’s job role and responsibility while maintaining appropriate levels of service delivery.
4. The Placement Provider may request from the Authority an alternative use for the Direct Workforce Development Funding outside of those set out in paragraph 3 above if it supports the development of the Placement Provider’s staff and the Authority shall consider any request accordingly.
5. The Placement Provider is required to comply with any criteria which the Authority sets in relation to the purchase of education and training provision supported by Direct Workforce Development Funding. The Placement Provider will be informed in advance of any allocation as to any criteria against which funds may be utilised and funds shall not be utilised for any other purpose. Direct Workforce Development Funding may not be utilised by the Placement Provider in relation to the following matters, even where criteria, against which funds may be utilised, has not been specified by the Authority:

- 5.1 “statutory or mandatory” training (a full list of what is covered by statutory or mandatory training and other definitions, will be distributed with the funding notification and is available on request from the Authority);
 - 5.2 backfill for staff members to attend education or training;
 - 5.3 any staff spending unless the individual spends at least 70% of his/her working time delivering “non-statutory or mandatory” education or training;
 - 5.4 travel or hotel costs;
 - 5.5 facilities costs;
 - 5.6 infrastructure costs;
 - 5.7 catering costs; or
 - 5.8 costs for venue hire.
6. The Placement Provider may be required to repay funds where the funds are utilised for purposes that are not specified in any criteria of which it is informed by the Authority pursuant to paragraph 5 above or where the funds are utilised in respect of the matters listed in sub-paragraphs **Error! Reference source not found.** to **Error! Reference source not found.** (above). Alternatively the Placement Provider’s Direct Workforce Development Funding may be reduced proportionately in the following Financial Year.
 7. The Placement provider shall be obliged to keep the Authority informed of how it intends to spend the Direct Workforce Development Funding and any use that contravenes paragraph 2 above shall require the prior written consent of the Authority.
 8. The Placement Provider may be requested to submit an Education Plan demonstrating how it plans to use funding received through this Schedule and indicative funding received through (Workforce Development Funding: Indirect Commissioning) and the Placement Provider shall comply with any such request from the Authority. The Authority shall reserve the right to withhold part or all of the funding being provided to the Placement Provider through this Schedule if the Placement Provider fails to submit a satisfactory Education Plan.

The Placement Provider’s Responsibilities

9. The Placement provider will appoint an individual as the relevant point of contact for the Authority relating to any funding received by the Placement Provider under this Schedule.
10. The individual appointed by the Placement provider will liaise with the Authority in relation to the funding the Placement Provider is receiving pursuant to this Schedule.
11. The Placement Provider shall agree to release any employees recruited to undergo the training and education programmes under this Schedule.
12. The Placement Provider will support Education Providers to deliver the programmes by providing relevant information in relation to its employees enrolled on the programmes to include without limitation names, details and any organisational information reasonably requested by the Education Providers within the required time limits.

13. The Placement Provider will provide sufficient time and access for the Education Providers' trainers or assessors to meet with its employees who will be undergoing the programmes.
14. The Placement Provider will obtain all necessary consents and clearances required for assessors or trainers to access the workplace.
15. Where appropriate and agreed, the Placement Provider will provide support and allow its employees to complete the programme of learning/training.
16. Matters affecting the general welfare of the Placement Provider's employees will be the responsibility of the Placement provider.

Accreditation and Awarding Bodies

17. Where relevant the Education Providers shall be responsible for registering the Placement provider's employees with the relevant Regulatory Body. The Placement provider shall procure that the Education Providers do this in a timely manner.
18. The Placement Provider shall ensure that the Education Providers comply with the requirements of and undertakes all administration, reporting and liaising with the Regulatory Body.
19. The Placement Provider shall ensure good communication links are established with the Education Providers and shall procure that the Education Providers inform their own staff and the Placement Provider's staff deployed on the programmes of the requirements of the Regulatory Body.

Monitoring/Review

20. Monitoring data will be submitted by the Placement provider to the Authority at the end of Quarters 1, 2, 3 and Quarter 4 in a specific format provided by the Authority for this purpose. Such monitoring data will be compiled in relation to the preceding quarterly periods.
21. The Placement provider shall provide the data requested pursuant to paragraph 20 above within four (4) weeks of being requested to do so by the Authority.
22. The Placement provider will be required to report on (amongst other matters set out in the template) the following:
 - 22.1 actual spend of Direct Workforce Development Funding in the relevant reporting period under review, including:
 - 22.1.1 activity type;
 - 22.1.2 Education Provider;
 - 22.1.3 activity title;
 - 22.1.4 number of places (if the activity is a taught course);
 - 22.1.5 total cost of activity;
 - 22.1.6 profession of staff member undertaking the activity;
 - 22.1.7 the Agenda for Change banding of the member of staff undertaking the activity;

- 22.1.8 ESR number of staff members undertaking the activity (if this is supplied then the information in paragraph 7.1.6 and 7.1.7 need not be completed);
 - 22.1.9 the Care Pathway the activity is linked to;
 - 22.1.10 whether the activity was delivered by an independent contractor;
 - 22.1.11 start and projected end date of the activity; and
 - 22.1.12 the outcome of the activity;
 - 22.2 for any non-taught (project; bespoke) activity valued over £1,000 a project cover sheet (supplied with the reporting template) may be requested by the Authority and if so must be completed and submitted with the template;
 - 22.3 a copy of the job description of any staff whose salary is paid from the allocation;
 - 22.4 a forecast of planned spend for the remainder of the Financial Year; and
 - 22.5 any other information as may be requested by the Authority from time to time including raising further queries in relation to the use of Direct Workforce Development Funding by the Placement Provider.
23. The Authority may include the data supplied in any Placement Provider reports—as part of any information requests by the Authority or HEE as required.

Part F

Workforce Development Funding: Indirect Commissioning

This Schedule is applicable where the Authority commissions Education Activity on behalf of the Placement Provider's non-medical Agenda For Change Bands 1-9 staff via the Agreement for the Provision of Continuing Personal and Professional Development (CPPD) Education Services held with Education Providers ("Indirect Commissioning").

1. This Schedule sets out the responsibilities of the Placement Provider in relation to receiving an indicative funding allocation from the Authority for the Workforce Development Funding of its staff. The education will therefore be commissioned by the Authority on behalf of the Placement Provider through the Agreement for the Provision of Continuing Personal and Professional Development Education Services.
2. By the end of January preceding the commencement of a new Academic Year, the Authority shall provide the Placement Provider with information on the total indicative funding allocation available to it for Education Services that it may request the Authority to commission from Education Providers on its behalf through the Agreement for the Provision of Continuing Personal and Professional Development Education Services or equivalent agreement in relation to the Workforce Development Funding of its staff for the upcoming Academic Year. In addition to particulars of its indicative funding allocation, the Placement Provider will be appraised of and required to comply with any such criteria as the Authority may set in relation to the commissioning of education and training provision. The Placement Provider will be informed, in advance of any allocation, of the criteria relating to utilisation of such allocation.
3. The Placement Provider may be requested to submit an Education Plan demonstrating how it plans to use indicative funding allocation received through this Schedule and funding received through (Workforce Development Funding: Direct Commissioning) and the Placement Provider shall comply with any such request from the Authority. The Authority shall reserve the right to withhold part or all of the indicative funding being provided to the Placement Provider through this Schedule if the Placement Provider fails to submit a satisfactory Education Plan.
4. The Placement Provider shall inform the relevant Education Providers and the Authority of the quantity of each type of Education Service that the Placement Provider wishes the Authority to commission on its behalf by the end of March preceding the start of the Academic Year in which the Education Services are to be delivered by the relevant Education Provider.
5. The Authority shall confirm the total Education Services commissioned by it on the Placement Provider's behalf in respect of all Education Providers pursuant to the Agreement for the Provision of Continuing Personal and Professional Development Education Services by the end of July preceding the Academic Year in which the Education Services are to be delivered.
6. In consideration for the Authority making the funding available to the Education Providers pursuant to the Agreement for the Provision of Continuing Personal and Professional Development Education Services, the Placement Provider shall:
 - 6.1 nominate its staff for selection as CPPD Students in respect of Education Services to be delivered by the Education Providers ensuring that the healthcare staff nominated possess at least any minimum entry requirements

required by the appropriate Regulatory Body in relation to the Education Service(s), and are otherwise fit to join any professional register (if relevant to the Education Service(s) being undertaken), subject to meeting the standards of the relevant award and/or qualification for that Education Service. In this respect, where an Education Service attracts an award, or other qualification, the Placement Provider shall be required to complete, sign and return an application form setting out details of its healthcare staff nominated to attend the Education Provider, at least four (4) weeks prior to the commencement of the Education Service;

- 6.2 ensure that it has the relevant infrastructure in place, to ensure reliable access for any Education Services which shall be delivered exclusively across the internet, or any other distance-learning medium; and
 - 6.3 ensure that where its healthcare staff are required to undertake Work Based Learning as part of a Programme of study, they are appropriately prepared for such Work Based Learning.
7. The Placement Provider may be required to host Work Based Learning as part of the Agreement for the Provision of Continuing Personal and Professional Development Education Services, at its organisation in relation to its own staff enrolled on an Education Service which requires Work Based Learning as part of its Programme of Study. In addition, the Placement Provider may be required to host Work Based Learning in relation to healthcare staff from other NHS Organisations and (if relevant) Independent Organisations where the learning environment at the staff member's employing organisation is not suitable for Work Based Learning (to be agreed between the Placement Provider and the Education Provider of the Education Service requiring the Work Based Learning).
 8. Where the Placement Provider is required to host Work Based Learning, it shall be involved in the planning, organisation, procurement and management of the required Work Based Learning in consultation with the relevant Education Providers and will reflect the responsibilities set out in the relevant Education Contract for Workforce Development Funding, or alternatively the Placement Provider shall comply with the minimum requirements set out in section Responsibilities of the Placement Provider where it is providing Work Based Learning. Further information on this is given in Annex V.

Part G

Library and Knowledge Services

1. Introduction

- 1.1. The Placement Provider shall ensure that all healthcare staff have access to high quality library and knowledge services, whether provided in-house or by a managed service level agreement (SLA) with an external provider.
- 1.2. The purpose of library and knowledge services is to contribute to the quality of healthcare by supporting all of the following areas of activity:
- 1.3. Clinical decision making by health professionals (and by patients and their carers, as appropriate);
- 1.4. Commissioning decision and health policy making;
- 1.5. Research and development in clinical practice and management;
- 1.6. Post-graduate healthcare education;
- 1.7. Professional development and lifelong learning of all grades and categories of Placement Provider staff.
- 1.8. This Part (Library and Knowledge Services) is based on the NHS Library Quality Assurance Framework (LQAF) England.

2. Strategy

- 2.1. The Placement Provider is clear about its values in relation to the provision of library and knowledge services, how these are communicated and maintained, and its role in ensuring service availability.
- 2.2. The Placement Provider shall have a formally approved library or knowledge strategy which is annually reviewed and includes a mission statement, aims & objectives, and which embraces the IT agenda.
- 2.3. There are effective consultation processes with stakeholders, which direct the development of policy and strategy.
- 2.4. The local service works to objectives which are consistent with the organisation strategy and which are documented in service planning.

3. Planning And Monitoring Service Provision

- 3.1. The Placement Provider and the library and knowledge service work together, in collaboration with commissioners of health services, to plan and monitor the delivery of library and knowledge services.
- 3.2. The Placement Provider shall ensure that there is a quality management programme in place, which includes setting, reviewing and revising service delivery standards and data collection and analysis.

4. Resources

- 4.1. The Placement Provider will ensure that there are adequate funds and resources available to make library and knowledge services available to all staff groups.

- 4.2 The Placement Provider shall ensure there is an annual business planning process, in which the library and knowledge service actively participates, which ensures that a satisfactory level of budget is provided. The Authority expects educational funding allocated to the Placement Provider to be supplemented as appropriate from other sources (including Trust resources) to support clinical governance, CPPD, lifelong learning, research and managerial decision-making, to ensure an appropriate resourced, multi-disciplinary service is offered.

5. Information Technology

- 5.1. The Placement Provider shall ensure that information technology services are provided for users in an efficient and cost-effective way.
- 5.2. The Placement Provider shall ensure that key web resources required to support knowledge, education and training are easily accessible in accordance with national guidance.
- 5.3. The Placement Provider shall ensure that the necessary infrastructure is available to support access by all staff groups to eLearning resources, including those developed nationally to support statutory and mandatory training.

6. Facilities and Equipment

- 6.1. The Placement Provider shall ensure that the environment, facilities and equipment ensure safe, efficient and effective provision of the Service.

7. HR, Training and Development

- 7.1. The Placement Provider shall ensure that there are human resource policies and procedures which promote an ethical approach to recruiting and managing staff, and include development and education programmes which facilitate the development of each member of staff and are consistent with the objectives of the service.

8. Service Access

- 8.1. The Placement Provider shall ensure that users have information and the necessary training to access the library and knowledge services provided.
- 8.2. Induction sessions at the Placement Provider for all new staff should include information about the library and knowledge service.
- 8.3. The Placement Provider shall ensure that the library and knowledge service provides and promotes training to users in information handling skills.

9. Management and Staffing

- 9.1. The Placement Provider shall ensure that:
- 9.1.1. the library and knowledge service is managed by a qualified library and information professional and staffed effectively in order to achieve its objectives.
- 9.1.2. staffing is adequate with an appropriate skill mix. This covers appropriate opening hours and includes any branch libraries.
- 9.1.3. the library and knowledge service has clear and effective organisational and management structures, which facilitate effective communication and which are adequately documented. This includes any branch libraries.
- 9.2. The Placement Provider will encourage and support library staff in working collaboratively with library colleagues across the London Health Libraries network and further afield, for professional development activities and on service improvement initiatives and resource sharing, in the spirit of “do once and share”.

10. Evaluation

- 10.1. This Part (Library and Knowledge Services) necessarily provides only an outline of the library and knowledge services required. Evaluation of provision against this (Library and Knowledge Services) will be based upon the detail contained in the NHS Library Quality Assurance Framework (LQAF) England.
- 10.2. This evaluation process is led and co-ordinated by the Strategic Library Services Development Manager and will take the form of a self-assessment process, with the submission of a return from each library service by October each year.

SCHEDULE G

PRACTICE PLACEMENT STANDARDS

The Authority expects the Institution to audit and monitor the quality of Practice Placements using a sub-set of Placement Providers, as agreed through the Contract Performance Management processes in line with the standards set out below, in conjunction with monitoring required to meet professional Regulatory Body standards.

The Institution shall procure that each Placement Provider shall:

1. ensure that it makes appropriate senior staff (of a level of seniority to be agreed between the Institution and each Placement Provider from time to time) to be available to be involved annually in:
 - a) reviewing the Institution's recruitment and selection policies and criteria;
 - b) reviewing the education programmes set by the Institution;
 - c) reviewing the Criminal Records Bureau ("CRB") and occupational health clearance processes that the Institution has in place to screen Students before they are admitted on a Practice Placement; and
 - d) reviewing the Dataset information to confirm that the information submitted contains no material inaccuracies in order to carry out the Annual Review process;
2. ensure that it makes appropriate senior staff of the Placement Provider available annually for involvement in developing the Contract Performance Action Plans;
3. ensure that all relevant clinical staff working in the placement area has clinical education responsibilities included in their job descriptions and competencies defined in their job specifications.
4. ensure that all staff employed by the Placement Provider are either competent to support Student learning and assessment or are required to commence a programme of continuing professional development immediately on recruitment to achieve these competencies;
5. immediately notify the Institution of any serious untoward incidents where involvement of any Student calls into question their fitness for training and report such incidents to the Institution within a timescale appropriate to the seriousness of the situation and in any case within two (2) working days;

6. accept as valid the CRB and occupational health checks carried out by the Institution;
7. immediately notify the Institution of any service provision changes that might affect the Students' ability to meet the specified learning outcomes set by the Institution;
8. ensure that Students receive feedback on their performance in a time frame appropriate to the activity performed as agreed between the Institution and Placement Provider;
9. ensure that Student assessment is appropriately moderated as agreed between the Institution and each Placement Provider;
10. collect and collate feedback from all Students and regularly agree action plans with the Institution to address the issues raised; and
11. ensure that Students receive an appropriate induction and orientation including local policies and procedures relevant to each their Practice Placement.

ANNEX I

NON-MEDICAL HEALTHCARE / PROFESSIONAL SALARY SUPPORT

This Annex provides additional information to Schedule F Part A.

The Annex sets out the terms on which the Placement Provider receives funding from the Authority to support the salary of its staff who are absent either full time or part time due to undertaking an approved and agreed Education/Training Programme.

1. Purpose & Scope

- 1.1. This Annex outlines the purpose of the funding that the Placement Provider shall receive from the Authority to support the salary of its staff who are absent either full time or part time due to undertaking one of a range of specified Education/Training Programmes set out by the Authority.
- 1.2. An indicative list of Education/Training Programmes is set out in in Part A of this Annex I (Programmes which may Qualify for Salary Support). The Authority shall finalise this list during Quarter 1 and notify the Placement Provider accordingly. The Authority shall then invite the Placement Provider to request funding for named members of the Placement Provider staff to commence one of the Education/Training Programmes set out by the Authority (“**New Students**”).
- 1.3. In deciding how the funding to be made available for salary support will be allocated, the Authority will take in to consideration factors including (but not limited to): national and local priorities; the level of funding available; the Programmes; value for money; and staff groups to be supported.
- 1.4. Healthcare staff at the Placement Provider who are already in training at the Commencement Date (“**Existing Students**”) will continue to receive funding under this Schedule for the duration of their training/education.
- 1.5. The funding from the Authority represents a contribution towards the salary of the relevant staff members, and it will therefore not cover all costs.

2. Criteria for Salary Support

- 2.1. The Placement Provider shall only be entitled to use funding made available by the Authority for salary support pursuant to this Schedule for supporting the salary of its staff members who satisfy all of the following requirements and:
 - 2.1.1. are ordinarily resident in the UK, the Channel Islands or the Isle of Man and have been for at least the three (3) years preceding the commencement of the relevant training/education Programme;
 - 2.1.2. have settled status in the UK within the meaning of the Immigration Act 1971. There must not be any restrictions on their length of stay in the UK;
 - 2.1.3. have normally been working and hold a permanent contract of employment with the Placement Provider for a minimum of twelve (12) months prior to the commencement of the training/education Programme and at least six (6) months prior to applying to the relevant Education Provider who will be providing the relevant education/ training Programme, unless alternative arrangements have been agreed in advance between the Authority, the Placement Provider and the Education Provider

- 2.1.4. meet the minimum selection criteria laid down by the Education Provider who will be providing the relevant education/training Programme;
- 2.1.5. meet the minimum selection criteria laid down by the Placement Provider;
- 2.1.6. have current DBS clearance through an enhanced disclosure; and
- 2.1.7. have occupational health clearance.
- 2.2. The amount of funding to be made available to the Placement Provider during the Term in relation to salary support is set out separately.
- 2.3. The funding provided by the Authority will be in respect of individual, named staff members for the normal duration of the Education/Training Programme to be undertaken by the relevant staff member of the Placement Provider. If for whatever reason, the Education/Training is not completed within the timeframe set for the relevant Programme, the Authority shall not be obliged to provide further funds unless the Authority confirms that it will in writing. The Authority may, for example, allow extension to such funding where mitigating circumstances (e.g. sickness) are provided. All circumstances will be subject to the Authority's discretion. If the Authority does not provide such further funds, the Placement Provider is not obliged to continue to provide Education/Training Programmes.
- 2.4. The Placement Provider shall ensure that the arrangements for staff who are undertaking Education/Training Programmes pursuant to this Schedule are appropriate to enable staff to fully engage in the education/training Programme and to meet the learning outcomes of the relevant education/training.
- 2.5. The Placement Provider shall submit quarterly monitoring data to the Authority to ensure that the Placement Provider is complying with the terms of this Agreement and that the Authority is receiving value for money. The minimum information that shall be required to be submitted to the Authority will consist of, but shall not be limited to, the following:
 - 2.5.1. the names of the relevant staff members for whom salary support is provided by the Authority pursuant to this Agreement;
 - 2.5.2. the names of the Education Providers at which the relevant education/training is taking place;
 - 2.5.3. the names of education/training Programmes being undertaken by the relevant staff members;
 - 2.5.4. when the staff member started the relevant education/training and when they are due to complete;
 - 2.5.5. dates of any intermissions or early terminations to the education/training, and reason for intermissions or early terminations; and
 - 2.5.6. the attainment record for persons attending the Programmes (i.e. pass/fail/deferred and their post education/training destination [i.e. employer/position]).
- 2.6. The Authority may appoint an individual as an identified point of contact for any queries that the Placement Provider may have relating to salary support ("**Authority Salary Support Lead**") and the Authority shall notify the Placement Provider of the relevant contact appointed from time to time.

- 2.7. The Placement Provider will appoint an individual from within its organisation as a salary support lead (“**Placement Provider Salary Support Lead**”) who will coordinate activities relating to the funding in relation to salary support. The Placement Provider will inform the Authority of the identity and details of the Salary Support Lead and shall keep the Authority updated of any changes.
- 2.8. The Authority Salary Support Lead and the Placement Provider Salary Support Lead shall discuss and agree appropriate action where the Placement Provider is receiving funds under this Schedule in circumstances where the staff member to which the funding relates ceases to satisfy the criteria set out in Clause 2 (Criteria for Salary Support) (above) or fails to attend the relevant education/training Programmes which the Authority is funding pursuant to this Agreement. The Placement Provider shall take any appropriate action as the Authority shall request from time to time.
- 2.9. To facilitate the Authority to effectively monitor the salary support budget and forecast the financial position at the end of Quarter 3, the Placement Provider shall submit the monitoring data as outlined in Clause 2.5 of this Annex I (above) for all new staff members to qualify for salary support in respect of the relevant Financial Year, as well as all existing staff members receiving salary support from the Authority as at the end of Quarter 3. The Authority and the Placement provider shall agree the Quarter 3 information which will form the final position with regards to Salary Support for Financial Year 2014/2015 (the “Quarter 3 Position”). Only staff members accounted for in the Quarter 3 Position will receive funding from the Authority pursuant to this Schedule and no further funding will be given to the Placement Provider for staff members not included in Quarter 3 Position.

Part A

Programmes which may Qualify for Salary Support

The table below sets out those Education/Training programmes for which existing students (as at 1st April 2014) will continue to receive salary support funding (subject to the terms and conditions of Annex I).

The table also provides an indicative list of Education/Training Programmes for new students. In accordance with Annex I Clause 1.2 above, the Authority shall finalise this list during Quarter 1 for new students and notify the Placement Provider accordingly. The Authority shall then invite the Placement Provider to request funding for named individuals to commence one of the Education/Training Programmes set out by the Authority.

Clinical Psychology, Child Psychotherapy and IAPT are not covered under this Annex I Part A.

Programme	Qualification	Education Provider where Programme may be available
Nursing Training for Health Care Assistant Health Care/Support Worker	Pre-registration Nursing in: <ul style="list-style-type: none"> • Adult • Mental Health • Child • Learning Disabilities 	The Placement Provider is required to access training with its partner Education Providers who hold a pre-registration contract with the Authority. These Education Providers are: Buckinghamshire New University City University Greenwich University Kings College London Kingston & St Georges University London South Bank University Middlesex University University of Hertfordshire
Specialist Community Public Health Nursing	<ul style="list-style-type: none"> • Community Child Nurse • Community Learning Disability Nurse District Nurse • Health Visitor • Occupational Health Nurse • Practice Nurse • School Nurse. 	Universities within London who provide this training are: Brunel University Bucks New University City University Greenwich University Hertfordshire University Kings College London London South Bank University Surrey University Anglian Ruskin The Robert Gordon University- Aberdeen via e-learning
2 nd Registration Nursing Course	<ul style="list-style-type: none"> • Adult Nursing • Child Nursing • Mental Health Nursing 	The Placement Provider is required to access training with its partner Education Provider

Programme	Qualification	Education Provider where Programme may be available
		<p>who holds a pre-registration contract with the Authority. These Education Providers are:</p> <p>Buckinghamshire New University City University Greenwich University Kings College London Kingston & St Georges University London South Bank University Middlesex University University of West London University of Hertfordshire</p>
Midwifery	<ul style="list-style-type: none"> • BSc (Hons) Midwifery 18 months • BSc (Hons) Midwifery 3 years 	<p>The Placement Provider is required to access training with its partner Education Providers who hold a pre-registration contract with the Authority. These Education providers are:</p> <p>City University Greenwich University Kings College London Kingston & St Georges University London South Bank University Middlesex University University of West London University of Hertfordshire</p>
Foundation Degree	<ul style="list-style-type: none"> • Foundation Degrees 	<p>Universities within London who provide this training are:</p> <p>Various</p>
Occupational Therapy	<ul style="list-style-type: none"> • 4 year Part Time - BSc (Hons) Occupational Therapy 	<p>London South Bank University Brunel University</p>
Physiotherapy	<ul style="list-style-type: none"> • 4 year part time -BSc (Hons) Physiotherapy 	<p>London South Bank University Brunel University</p>
Radiography Diagnostics	<ul style="list-style-type: none"> • 4 year Part Time BSc (Hons) Radiography Diagnostics 	<p>London South Bank University</p>

Programme	Qualification	Education Provider where Programme may be available
Radiography Therapy	<ul style="list-style-type: none"> 4 year Part Time BSc (Hons) Radiography Therapeutic 	London South Bank University
Pharmacy Registration Pre	Pre-Registration year	London Pharmacy Education and Training
Pharmacy Technicians Training	NVQ3	London Pharmacy Education and Training

ANNEX II

NON-MEDICAL HEALTHCARE / PROFESSIONAL SALARY SUPPORT AND 'HOST ORGANISATIONS'

This Annex provides additional information to Schedule F Part A.

PART A:

ROLES AND RESPONSIBILITIES OF THE PLACEMENT PROVIDER AS A 'HOST' ORGANISATION

This Annex is applicable where the Placement Provider provides management functions to support the training of Trainees of certain professional staff groups.

1. Introduction

1.1 The Placement Provider shall receive funding from the Authority to provide the management functions to support the training of Trainees of all/some of the following professional staff groups:

- 1.1.1 clinical scientists;
- 1.1.2 clinical psychologists;
- 1.1.3 child psychotherapy;
- 1.1.4 improving access to psychological therapies trainees;
- 1.1.5 improving access to psychological therapies Clinical Assurance.

2. Services to be provided

2.1 The Placement Provider hereby agrees that the Services to be provided by it as a "host organisation" in relation to providing management functions and to pay the trainees their salaries delivered in accordance with the terms and conditions set out in this Agreement. The Placement Provider hereby agrees to provide the functions/services summarised below in relation to providing management functions to support the training of the professional staff groups listed in this Annex II Part A Clause 1.1 (above):

2.1.1 Clinical Scientists: PART B

Where applicable, the Placement Provider is required to provide thorough basic training for a small number of high quality Trainees that will equip them to take up career grade appointments as clinical scientists leading to full state registration with the approved regulatory body. At the end of the training period the Trainees will be expected to achieve the appropriate professional body certificate of competence or equivalent and the relevant MSc award where appropriate.

2.1.2 **Clinical Psychologists PART C**

This Part is only applicable where the Placement Provider is Camden and Islington NHS Foundation Trust or South London and the Maudsley NHS Foundation Trust. In accordance with the terms the Placement Provider is responsible for providing employment services for Trainee clinical psychologists undertaking education services at the Royal Holloway University of London, the University College of London or the University of East London or the Institute of Psychiatry.

2.1.3 **Child Psychotherapy PART D**

Where applicable, the Placement Provider is responsible for providing employment services for Trainee child psychotherapists undertaking education services at the British Association of Psychology or Tavistock NHS Foundation Trust.

2.1.4 **IAPT PART E**

Where applicable, the Placement Provider is responsible for providing employment services for IAPT Trainees such as to ensure their clinical competence, academic achievement and professional registration (where appropriate).

2.1.5 **IAPT Clinical Assurance Process: PART F**

This Clause is only applicable where the Placement Provider is Camden and Islington NHS Foundation Trust. This is an agreement between the Authority and Camden and Islington NHS Foundation Trust pursuant to which the Placement Provider is responsible for providing the advertising of IAPT training places with NHS Jobs and for giving assistance to IAPT education providers for the recruitment of IAPT trainees.

PART B:

CLINICAL SCIENTISTS TRAINEE SALARIES

1.0 Organisations in receipt of Funding

Barts Health NHS Trust
Great Ormond Street Hospital for Children NHS Trust
Guy's & St Thomas' NHS Foundation Trust
Imperial College Healthcare NHS Trust
King's College Hospital NHS Foundation Trust
North West London Hospitals NHS Trust
Royal Free Hampstead NHS Trust
St George's Healthcare NHS Trust
Royal Brompton and Harefield NHS Foundation Trust
Royal National Orthopaedic Hospital

2.0 Purpose of Funding

- 2.1 To provide basic training for scientist trainees that will enable them to undertake career grade appointments as Scientists leading to full state registration with the Academy of Healthcare Science and HCPC.
- 2.2 The training period covered by this agreement is for a maximum of 3 years duration for each trainee. At the end of the training period the trainee will be expected to achieve the appropriate professional clinical competence and the relevant MSc award as defined by the curricula set by the National School of Healthcare Science for work based training and the awarding university for the MSc award.

3 Services

3.1 Recruitment and Selection

The Placement Provider will be jointly responsible working with the National School of Healthcare Science for selecting students for training in accordance with the Schools national marketing, recruitment and selection process.

3.2 Occupational Health and Criminal Records Bureau Screening

The Placement provider shall ensure that all relevant checks on students are completed as are required under Department of Health guidance prior to the commencement of the Trainee on the Training Programme. Such checks will include Criminal Records Bureau POCA/POVA and Occupational Health checks.

4 Standards

- 4.1 The Placement Provider will ensure that the quality of training is satisfactory and accredited by the National School of Healthcare Science and all MSc courses will be academically accredited by the School.
- 4.2 The Placement Provider will ensure all trainees have a training plan on commencement of the training programme.
- 4.3 The Placement Provider will monitor trainee progress against the training plan using the School's On Line Assessment Tool.
- 4.4 The Placement Provider will notify the Authority of the details of trainees at the beginning of each financial year by 31st October each year.
- 4.5 On completion of traineeship, the Placement provider will provide details of the trainees' destination such as substantive posts into which trainees are recruited. In the event of a trainee being unable to secure employment or leaving the NHS immediately on completion of training, a report itemising circumstances and reasons will be forwarded to the Authority.
- 4.6 The Placement Provider will also indicate workforce planning trends which may impact upon the number of trainees in the future.
- 4.7 Any proposed extension to trainee's contract duration will require approval from Health Education England and will be subject to budget availability.

5 Funding

- 5.1 Funding will be paid as per Clause 13 of Section 2 (Terms and Conditions) of this Agreement.

6 Attrition – Clawback from Previous Year (2013/14)

- 6.1 The Authority defines annual attrition as the difference between the Planned WTE number of students in the contract year and the Actual WTE number of students at the end of that contract year.
- 6.2 This difference will be highlighted for the year in which the attrition occurred and the "Clawback" by The Authority and will be taken in the current Contract Year.

7 Performance Monitoring / Supply of Information

- 7.1 The Placement Provider will work jointly with the Authority and the training department to ensure the validity, accuracy and timeliness of information returns to the Authority. This will be in the form of:
 - i) The details of trainees at the beginning of each financial year.
 - ii) Details of new trainees recruited in the financial year.

- iii) Any likely failure by trainees to be awarded their qualification within the time limits set.
- iv) The outcome of training for each of the trainees on completion of their course. This should highlight the nature of any posts attained by students including details of the employer. The Trust should also provide details of those trainees who have yet to find employment and the reasons why.
- v) Any workforce planning trends, where such exist, which may impact on the number of trainees in the future and on the opportunities for employment.

PART C:

CLINICAL PSYCHOLOGY TRAINEE SALARIES

1.0 Organisations in receipt of the Funding:

Camden & Islington Foundation NHS Trust
South London and Maudsley NHS Trust

2.0 Purpose of funding

- 2.1 To pay Clinical Psychology Trainee Salaries and related costs.
- 2.2 To manage the payment of Clinical Psychology trainee salaries and related costs

3.0 Funding

- 3.1 Trainee Clinical Psychology Salaries commence at base of Band 6, spine point 21, increasing by one spine point per year of study, including relevant superannuation. Payment to Include travel expenses in accordance with NHS Terms and Conditions of Service.
- 3.2 Service Fee that represents 2% of the 'total annual sum of the funding for Clinical Psychology Salaries for each year' (excluding 2% of travel costs)
- 3.3 Funding will be paid as per Clause 13 of Section 2 (Terms and Conditions) of this Agreement.

4.0 The Services

'The Authority' and the Placement Provider acknowledge and agree the following:-:

4.1 Salary Support

4.1.1 The Placement Provider shall only be entitled to use funding made available by 'The Authority' for salary support pursuant to this Schedule to provide the salary of each of the Clinical Psychology Trainees who:

- a) meet the minimum selection criteria laid down by the Education Provider who will be providing the relevant education/training for the Clinical Psychology Programme;
- b) meet the minimum selection criteria laid down by the Trust;

c) have current Disclosure and Barring Service criminal records clearance through an appropriate enhanced disclosure; and

d) have occupational health clearance.

4.1.2 The funding provided for Clinical Psychology Trainees by 'The Authority' will be in respect of individual, named Clinical Psychology Trainees for the normal duration of the Clinical Psychology Programme. If for whatever reason, a relevant element in a Clinical Psychology Programme is not completed within the timeframe set for the relevant Clinical Psychology Programme, 'The Authority' shall not be obliged to provide further funds unless 'The Authority' confirms that it will in writing following a request from the Placement Provider. 'The Authority' may extend funding for a Clinical Psychology Trainee in relation to a Clinical Psychology Programme. For example 'The Authority' may allow an extension to such funding where mitigating circumstances (e.g. sickness, pregnancy) are provided.

4.1.3 The Placement Provider shall ensure that the arrangements for Clinical Psychology Trainees, who are attending Clinical Psychology Programmes pursuant to this Schedule, are appropriate to enable Clinical Psychology Trainees to fully engage in the Clinical Psychology Programmes, and to meet the learning outcomes of the relevant Clinical Psychology Programmes.

4.2 Recruitment and Selection

4.2.1 The Placement Provider shall undertake the appointment and induction of new Clinical Psychology Trainees for London, including (but not limited to) liaising with the relevant Education Providers about details of new Clinical Psychology Trainees (and ensuring numbers started are in accordance with new intake numbers advised by 'The Authority');

4.2.2 In advance of any Clinical Psychology Trainee commencing a Clinical Psychology Programme 'The Trust' will:

a) arrange for appropriate Disclosure and Barring criminal records checks to be undertaken for Clinical Psychology Trainees; or

b) verify the results of appropriate Disclosure and Barring Service criminal records checks that have been applied to Clinical Psychology Trainees (which verification shall include consideration of the processes used to obtain the results of the Disclosure and Barring criminal records checks);

c) issue contracts of employment to the Clinical Psychology Trainees for a fixed term;

- d) provide an appropriate induction for Clinical Psychology Trainees including an induction to relevant human resources policies and procedures at the Trust;
- e) Arrange extensions to Clinical Psychology Trainees' employment contracts where required for maternity leave, extended sick leave and placement failure in accordance with the Authority's guidance;-
- f) Issue honorary contracts or licences to attend to the Education Providers' staff who act as managers/agents of the Trust in the day to day management of Clinical Psychology Trainees on each Clinical Psychology Programme;
- g) Provide advice to any relevant Education Providers' staff managing the Clinical Psychology Trainees about Agenda for Change terms and conditions, management of sickness and absence and maternity leave;
- h) Respond to Clinical Psychology Trainee questions about pay and conditions and other general personnel advice;
- i) Convene (as necessary), attend, provide relevant evidence to and adjudicate (as necessary) in grievances and disciplinary proceedings which may arise in relation to a Clinical Psychology Trainee's employment contract with the Trust; and
- j) Ensure that the employment contracts of Clinical Psychology Trainees are terminated at the completion (or expiry) of each Clinical Psychology Programme.

4.3 Occupational Health Services

- 4.3.1 Undertake sufficient occupational health screening of all Clinical Psychology Trainees, including, but not limited to, occupational health assessment interviews, obtaining relevant medical records, and consequent advice to course staff about health and disability issues for Clinical Psychology Trainees in undertaking a Clinical Psychology Programme and seeing patients on clinical placements;
- 4.3.2 Provide on-going occupational health services for Clinical Psychology Trainees and provide occupational health advice to Clinical Psychology Programme staff.

4.4. Health and Safety Services

- 4.4.1 Provide training in health and safety, fire, handling of loads and such other matters as are relevant to the work to be undertaken by the Clinical Psychology Trainees as part of the induction process for all Clinical Psychology Trainees that is not otherwise provided by the Clinical Psychology Training Body.

4.5 Finance and payroll services

- 4.5.1 Pay salaries to the Clinical Psychology Trainees starting at base of Band 6, spine point 21, and increasing by one spine point per year of study.
- 4.5.2 Make appropriate superannuation arrangements for Clinical Psychology Trainees;
- 4.5.3 Pay Clinical Psychology Trainees' travel expenses in accordance with NHS Terms and Conditions of Service for payment of Clinical Psychology Trainees' travel expenses;
- 4.5.4 Liaise with Clinical Psychology Programme staff about arrangements for authorisation and payment of travel expenses;
- 4.5.5 Respond to payroll queries including superannuation, national insurance, tax and related enquiries;

4.6 Indemnity Insurance

- 4.6.1 Undertake the provision of all appropriate insurances including indemnity insurance under the NHS "Clinical Negligence Scheme for Trusts" for clinical work undertaken or research undertaken by Clinical Psychology Trainees as part of their training if such insurances are not covered by the Clinical Psychology Training Body where the Clinical Psychology Trainee is on a Clinical Psychology Programme;
- 4.6.2 Provide to 'The Authority' for inspection during the Term of this Agreement (and upon the Authority's reasonable request) a copy of such certificates or schedules of insurance as evidence of the indemnity insurance required.

5.0 Supply of Information

- 5.1 In receiving this funding the Placement Provider is required to provide 'The Authority' on a quarterly basis, with the following information:
 - a) The names of new starters and leavers in the relevant quarter for each Education Provider;
 - b) Any amendments/extensions to Clinical Psychology Trainees' employment contracts with date in quarter when change in employment contract commenced, reason for change (e.g. maternity, extended sickness, course placement failure), anticipated

duration of amended contract and date when Clinical Psychology Trainees will complete their course;

- c) Pay and non-pay (travel expense) costs for each named Clinical Psychology Trainee in the quarter (provided by Education Provider and course year)
- d) Projected total pay and non-pay costs for the following Quarter.

6.0 Management Arrangements

- 6.1 The Placement Provider will appoint an individual from within its organisation as a salary support lead (the “Lead”) who will coordinate activities relating to the funding in relation to salary support for Clinical Psychology Trainees. They will inform ‘The Authority’ of the identity and details of the Lead and shall keep ‘The Authority’ updated of any changes.
- 6.2 ‘The Authority’ will appoint an individual as an identified point of contact for any queries that the Placement Provider may have relating to salary support for Clinical Psychology Trainees and the Authority shall notify the Placement Provider of the relevant contact appointed from time to time.
- 6.3 The person appointed by ‘The Authority’, as the identified point of contact in relation to salary support for Clinical Psychology Trainees and the Lead shall discuss and agree appropriate action where the Trust is receiving funds under this Schedule in circumstances where any Clinical Psychology Trainee to which the funding relates ceases to satisfy the criteria set out in Clause 4.1 of this Annex II Part C and as referenced in Clause 7 of Section 2 (Terms and Conditions) of this Agreement or fails to attend the relevant Clinical Psychology Programme which the Authority is funding pursuant to this Agreement. The Trust shall take any appropriate action as the Authority shall request from time to time.

Part D:

CHILD PSYCHOTHERAPY TRAINEE SALARIES

1.0 Organisations in receipt of the Funding

Various

2.0 Purpose of funding

2.1 To pay Clinical Psychology Trainee Salaries and related costs (Analysis Support and Excess Travel)

3.0 Funding

3.1 Trainee Child Psychotherapy Salaries commence at base of Band 6, spine point 21, increasing by one spine point per year of study, including relevant superannuation. Payment to Include support with Analysis Fee and excess travel expenses in accordance with NHS Terms and Conditions of Service.

4.0 The Services

'The Authority' and the Placement Provider acknowledge and agree the following:

4.1 Salary Support

4.1.1 The Placement Provider shall only be entitled to use funding made available by 'The Authority' for salary support pursuant to this Schedule to provide the salary of each of the Child Psychotherapy Trainees who:

- a) meet the minimum selection criteria laid down by the Education Provider who will be providing the relevant education/training for the Child Psychotherapy Programme;
- b) meet the minimum selection criteria laid down by the Trust;
- c) have current Disclosure and Barring Service criminal records clearance through the appropriate enhanced disclosure; and
- d) have occupational health clearance.

4.1.2 The funding provided for Child Psychotherapy Trainees by 'The Authority' will be in respect of individual, named Child Psychotherapy Trainees for the normal duration of the Child Psychotherapy Programme. If for whatever reason, a relevant element in a

Child Psychotherapy Programme is not completed within the timeframe set for the relevant Child Psychotherapy Programme, 'The Authority' shall not be obliged to provide further funds unless 'The Authority' confirms that it will in writing following a request from the Placement Provider. 'The Authority' may extend funding for a Child Psychotherapy Trainee in relation to a Child Psychotherapy Programme. For example 'The Authority' may allow an extension to such funding where mitigating circumstances (e.g. sickness, pregnancy) are provided.

- 4.1.3 The Placement Provider shall ensure that the arrangements for Child Psychotherapy Trainees, who are attending Child Psychotherapy Programmes pursuant to this Schedule, are appropriate to enable Child Psychotherapists to fully engage in the Child Psychotherapy Programmes, and to meet the learning outcomes

4.2 Recruitment and Selection

- 4.2.1 The Placement Provider shall undertake the appointment and induction of new Child Psychotherapy Trainees, including (but not limited to) liaising with the relevant Education Providers about details of new Child Psychotherapy Trainees (and ensuring numbers started are in accordance with new intake numbers advised by 'The Authority');

- 4.2.2 In advance of any Child Psychotherapy Trainee commencing 'The Trust' will:

- a) arrange for appropriate Disclosure and Barring Service criminal records checks to be undertaken for Child Psychotherapy Trainees; or
- b) verify the results of appropriate Disclosure and Barring Service criminal records checks that have been applied to Child Psychotherapy Trainees (which verification shall include consideration of the processes used to obtain the results of the Disclosure and Barring Service criminal records checks);
- c) issue contracts of employment to the Child Psychotherapy Trainees for a fixed term;
- d) provide an appropriate induction for Child Psychotherapy Trainees including an induction to relevant human resources policies and procedures at the Trust;
- e) arrange extensions to Child Psychotherapy Trainees' employment contracts where required for maternity leave, extended sick leave and placement failure in accordance with the Authority's guidance;-
- f) issue honorary contracts or licences to attend to the Education Providers' staff who act as managers/agents of the Trust in the day to day management of Child Psychotherapy Trainees on each Child Psychotherapy Programme;
- g) provide advice to any relevant Education Providers' staff managing the Child Psychotherapy Trainees about Agenda for Change terms and conditions, management of sickness and absence and maternity leave;

- h) respond to Child Psychotherapy Trainee questions about pay and conditions and other general personnel advice;
- i) convene (as necessary), attend, provide relevant evidence to and adjudicate (as necessary) in grievances and disciplinary proceedings which may arise in relation to a Child Psychotherapy Trainee's employment contract with the Trust; and
- j) ensure that the employment contracts of Child Psychotherapy Trainees are terminated at the completion (or expiry) of each Child Psychotherapy Programme.

4.3 Occupational Health Services

- 4.3.1 Undertake sufficient occupational health screening of all Child Psychotherapy Trainees, including, but not limited to, occupational health assessment interviews, obtaining relevant medical records, and consequent advice to course staff about health and disability issues for Child Psychotherapy Trainees in undertaking a Child Psychotherapy Programme and seeing patients on clinical placements;
- 4.3.2 Provide on-going occupational health services for Child Psychotherapy Trainees and provide occupational health advice to Child Psychotherapy Programme staff.

4.4 Health and Safety Services

- 4.4.1 Provide training in health and safety, fire, handling of loads and such other matters as are relevant to the work to be undertaken by the Child Psychotherapy Trainees as part of the induction process for all Child Psychotherapy Trainees that is not otherwise provided by the Child Psychotherapy Training Body.

4.5 Finance and payroll services

- 4.5.1 Pay salaries to the Child Psychotherapy Trainees based on the following:-
 - (i) The agreed commencement date for new trainees recruited to the training programme will be on 1st October each year, unless the trainee start date has been deferred as a result of an agreement with 'The Authority' and will complete on 30 September each year unless training has been extended with agreement from "The Authority".
 - (ii) New trainees are employed at Agenda for Change spine point 22 for the first year of study with an increase to another spine point after each year of study

- (iii) London weighting is applied at the rate relevant to the address of the organisation providing the placement that is the trainee's main working location
 - (iv) Contracts of employment are fixed term and employment ceases at the end of the clinical placement
 - (v) On costs are 20.0% of the total annual salary and London weighting
- 4.5.2 The Authority will provide financial support for the trainee salary for a period of 4 years (full time) or 5 years (part time pro-rata to 0.8 FTE). In year changes to FTE will be granted on an exceptional basis and require prior notification and approval from the Authority.
- 4.5.3 Additional salary support may be provided when a period of extension has been granted by the education provider in conjunction with the Authority. The only exception leading to longer (Authority funded) periods of salary support would be for agreed extensions due to maternity, sickness or other exceptional circumstances which could not be anticipated when the trainee was recruited.
- 4.5.4 Trainees are expected to self-fund their training beyond the funded period of 4 years (full time) or 5 years (part time pro-rata to 0.8 FTE) plus extensions.
- 4.5.5 Salary Support for Maternity or sickness will be paid in accordance with the NHS Terms and Conditions of Service
- 4.5.6 To be eligible for salary support ALL students must be able to satisfy all the following requirements:-
- (i) be ordinarily resident in the United Kingdom, the Channel Islands or the Isle of Man for the three years preceding the commencement of the training programme
 - (ii) have 'settled status' in the UK - which means that they must be settled in the UK within the meaning of the Immigration Act 1971. This means that there must be no restrictions on their length of stay in the UK
 - (iii) meet the minimum selection criteria laid down by the Child Psychotherapy education provider
 - (iv) meet the selection criteria laid down by the employer
 - (v) have current Disclosure and Barring Service criminal records clearance through an appropriate enhanced disclosure
 - (vi) have occupational health clearance

- 4.5.7 Pay trainees support towards an Analysis Fee for the length of their training (4 years) as agreed annually between both parties
- 4.5.8 An additional year of support with analysis fees (to a maximum of 5 years) may be provided when a period of extension has been granted by the education provider. The only exception leading to longer (Authority funded) periods of support with analysis fees would be for mutually agreed extensions between the Authority and the education provider, due to maternity, sickness or other exceptional circumstances which could not be anticipated when the trainee was recruited.
- 4.5.9 Pay trainees excess travel expenses based on the following:
- a) In accordance with NHS Terms and Conditions of Service.
 - b) Local HR rules applying to the trainee's place of employment and current tax regulations will apply to excess travel claims submitted by the trainee. Excess travel should be kept at a minimum and will be reviewed annually with the trainee.
 - c) Receipts must be provided by the trainee to support any claim for expenses.
 - d) All claims for travel expenses should be counter signed by the trainee's supervisor/line manager and comply with the employing organisation's travel expenses policy (i.e. submitted on the correct form stating destination, purpose of travel and using the appropriate Agenda for Change rates in line with NHS terms and conditions / class of travel).
 - e) Trusts will be responsible for checking and validating travel claims and analysis claims and should note that the cost of parking, books, subscriptions to journals and associations, conference and study-day fees will not be met by the Authority. This does not affect the Trust's own capacity to further assist the trainee, for example, with the cost of books or to attend conferences.
 - f) Claims for excess travel will be paid for as long as the trainee qualifies for salary support; periods of maternity leave or sickness are excluded.
 - g) Claims for Travel should be settled by the employing organisation and recharged to the Authority, with backing documentation, in quarterly intervals. Invoices should arrive at the Authority on the 1st December, 1st March, 1st June and 1st September to be paid on or around the 15th of each month.

4.6 Indemnity Insurance

- 4.6.1 Undertake the provision of all appropriate insurances including indemnity insurance under the NHS “Clinical Negligence Scheme for Trusts” for clinical work undertaken or research undertaken by Child Psychotherapy Trainees as part of their training if such insurances are not covered by the Child Psychotherapy Training Body where the Child Psychotherapy Trainee is on a Child Psychotherapy Programme;
- 4.6.2 Provide to ‘The Authority’ for inspection during the Term of this Agreement (and upon the Authority’s reasonable request) a copy of such certificates or schedules of insurance as evidence of the indemnity insurance required.

5 Supply of Information

- 5.1 In receiving this funding the Placement Provider is required to provide ‘The Authority’ on a quarterly basis, with the following information:
 - a) The names of the child psychotherapy trainees for whom salary support is provided by ‘The Authority’ pursuant to this Agreement
 - b) the names of the Education Providers at which any relevant Child Psychotherapy Programme is taking place;
 - c) Start and End date of the programme the Child Psychotherapy Trainee is on
 - d) dates of any intermissions or early terminations to the Child Psychotherapy Programme, and reason for intermissions or early terminations; and
 - e) where it is available to the Trust and where a Child Psychotherapy Trainee has consented to release of such information, the attainment record for that Child Psychotherapy Trainee attending a Child Psychotherapy Programme (i.e. pass/fail/deferred) and their post Child Psychotherapy Programme destination (i.e. employer/position)).
 - f) Any amendments/extensions to Child Psychotherapy Trainees’ employment contracts with date in quarter when change in employment contract commenced, reason for change (e.g. maternity, extended sickness, course placement failure), anticipated duration of amended contract and date when Child psychotherapy Trainees will complete their course;
 - g) Pay and non-pay (travel expense) costs for each named Child Psychotherapy Trainee in the quarter (provided by Education Provider and course year)
 - h) Projected total pay and non-pay costs for the following Quarter.

6 Management Arrangements

- 6.1 The Placement Provider will appoint an individual from within its organisation as a salary support lead (the “Lead”) who will coordinate activities relating to the funding in relation to salary support for Child Psychotherapy Trainees. The Lead will inform ‘The Authority’ of the identity and details of the Lead and shall keep ‘The Authority’ updated of any changes.
- 6.2 ‘The Authority’ will appoint an individual as an identified point of contact for any queries that the Placement Provider may have relating to salary support for Child Psychotherapy Trainees and the Authority shall notify the Placement Provider of the relevant contact appointed from time to time.
- 6.3 The person appointed by ‘The Authority’, as the identified point of contact in relation to salary support for Child Psychotherapy Trainees and the Lead shall discuss and agree appropriate action where the Trust is receiving funds under this Schedule in circumstances where any Child Psychotherapy Trainee to which the funding relates ceases to satisfy the criteria set out in Clause 4.1 of this Annex II Part D and as referenced in Clause 7 of Section 2 (Terms and Conditions) of this Agreement, or fails to attend the relevant Child Psychotherapy Programme which the Authority is funding pursuant to this Agreement. The Trust shall take any appropriate action as the Authority shall request from time to time.

PART E:

IMPROVING ACCESS TO PSYCHOLOGICAL THERAPIES (IAPT) TRAINEE SALARIES

1 Organisations in receipt of the Funding

Various

2 Purpose of funding

- 2.1 To pay salaries for IAPT Trainee Salaries and related costs. High Intensity and/or Low Intensity Personal Wellness Practitioners (PWP).

3 The Services

'The Authority' and the Placement Provider acknowledge and agree the following:

3.1 Salary Support

- 3.1.1 The Trust shall only be entitled to use funding made available by the Authority for salary support pursuant to this Schedule for supporting the salary of each of the IAPT Trainees who:

- (i) meet the minimum selection criteria laid down by the Education Provider who will be providing the relevant education/training for the IAPT Programme;
- (ii) meet the minimum selection criteria laid down by the Trust;
- (iii) have current Disclosure and Barring Service criminal records clearance through an appropriate enhanced disclosure; and
- (iv) have occupational health clearance.

- 3.1.2 The amount of funding to be made available to the Trust during the Term in relation to salary support for the IAPT Trainees shall be determined by the Authority in consultation with the Trust.

- 3.1.3 The Authority for the duration of this Agreement will make available to the Trust funding for the provision of the IAPT Services in accordance with the Schedule

- 3.1.4 The funding provided for IAPT Trainees by the Authority will be in respect of individual, IAPT Trainees for the normal duration of the IAPT Programme to be undertaken by the IAPT Trainee. If for whatever reason, a relevant element in an IAPT Programme is not completed within the timeframe set for the relevant IAPT

Programme, the Authority shall not be obliged to provide further funds unless the Authority confirms that it will in writing.

- 3.1.5 The Trust shall ensure that the arrangements for IAPT Trainees, who are attending IAPT Programmes pursuant to this Schedule, are appropriate to enable IAPT Trainees to fully engage in the IAPT Programmes, and to meet the learning outcomes of the relevant IAPT Programmes.

3.2 Recruitment and Selection

- 3.2.1 The Trust shall undertake the appointment and induction of new IAPT Trainees, including (but not limited to) liaising with the relevant Education Providers about details of new IAPT Trainees (and ensuring numbers started are in accordance with new intake numbers advised by the Authority);
- 3.2.2 In advance of any IAPT Trainee commencing a IAPT Programme:
- (i) arrange for appropriate Disclosure and Barring Service criminal records checks to be undertaken for IAPT Trainees; or
 - (ii) verify the results of appropriate Disclosure and Barring Service criminal records checks that have been applied to IAPT Trainees (which verification shall include consideration of the processes used to obtain the results of the Disclosure and Barring Service criminal records checks);
 - (iii) issue contracts of employment to the IAPT Trainees for a fixed 12 month term;
 - (iv) provide an appropriate induction for IAPT Trainees including an induction to relevant human resources policies and procedures at the Trust;
- 3.2.3 Arrange extensions to IAPT Trainees' employment contracts where required for maternity leave, extended sick leave and placement failure in accordance with the Authority's guidance;
- 3.2.4 Issue honorary contracts or licences to attend to the Education Providers' staff who act as managers/agents of the Trust in the day to day management of IAPT Trainees on each IAPT Programme;
- 3.2.5 Provide advice to any relevant Education Providers' staff managing the IAPT Trainees about Agenda for Change terms and conditions, management of sickness and absence and maternity leave;
- 3.2.6 Respond to IAPT Trainee questions about pay and conditions and other general personnel advice;

3.2.7 Convene (as necessary), attend, provide relevant evidence to and adjudicate (as necessary) in grievances and disciplinary proceedings which may arise in relation to a IAPT Trainee's employment contract with the Trust; and

3.2.8 Ensure that the employment contracts of IAPT Trainees are terminated at the completion (or expiry) of each IAPT Programme.

3.3 Occupational Health Services

3.3.1 Undertake sufficient occupational health screening of all IAPT Trainees, including, but not limited to, occupational health assessment interviews, obtaining relevant medical records, and consequent advice to course staff about health and disability issues for IAPT Trainees in undertaking a IAPT Programme and seeing patients on clinical placements;

3.3.2 Provide on-going occupational health services for IAPT Trainees and provide occupational health advice to IAPT Programme staff.

3.4 Health and Safety Services

3.4.1 Provide training in health and safety, fire, handling of loads and such other matters as are relevant to the work to be undertaken by the IAPT Trainees as part of the induction process for all IAPT Trainees that is not otherwise provided by the IAPT Training Body.

3.5 Finance and payroll services

3.5.1 Pay salaries to the IAPT Trainees based on the following provided by The Authority as stated by the Authority

Cohort	High Intensity Level of Salary Support	Low Intensity Level of Salary Support
2013/14 cohort	100%	100%
2014/15 cohort	100%	60%

3.5.2 Make appropriate superannuation arrangements for IAPT Trainees;

- 3.5.3 Respond to payroll queries including superannuation, national insurance, tax and related enquiries;
- 3.5.4 The Authority is not required to pay Travel expenses, Maternity or Sickness pay;
- 3.5.5 Trainees that step of the programme for any reason will cease to be paid and the Placement Provider is required to inform the Education provider immediately;

3.6 Indemnity Insurance

- 3.6.1 Undertake the provision of all appropriate insurances including indemnity insurance under the NHS “Clinical Negligence Scheme for Trusts” for clinical work undertaken or research undertaken by IAPT Trainees as part of their training if such insurances are not covered by the IAPT Training Body where the IAPT Trainee is on a IAPT Programme.
- 3.6.2 Provide to the Authority for inspection during the Term of this Agreement (and upon the Authority’s reasonable request) a copy of such certificates or schedules of insurance as evidence of the indemnity insurance required.

3.7 Supply of Information

- 3.7.1 In receiving this funding the Placement Provider is required to provide ‘The Authority’ on a quarterly basis, with the following
 - a) The Trust shall submit monitoring data and student progress information to the Education Provider on a quarterly basis to ensure that the Trust is complying with the terms of this Agreement and that the Authority is receiving value for money. This should include the following:-
 - b) The Education Provider will then forward the monitoring data to the Authority as part of the contractual arrangements between the Authority and the Education Provider.

3.8 Management Arrangements

- 3.8.1 The Authority may appoint an individual as an identified point of contact for any queries that the Trust may have relating to salary support for IAPT Trainees and the Authority shall notify the Trust of the relevant contact appointed from time to time.

- 3.8.2 The person appointed by the Authority, as the identified point of contact in relation to salary support for IAPT Trainees and the Lead shall discuss and agree appropriate action where the Trust is receiving funds under this Schedule in circumstances where any IAPT Trainee to which the funding relates ceases to satisfy the criteria set out in Clause 3.1 of this Annex II Part E and Clause 7 of Section 2 (Terms and Conditions) of this Agreement or fails to attend the relevant IAPT Programme which the Authority is funding pursuant to this Agreement. The Trust shall take any appropriate action as the Authority shall request from time to time.

PART F:

IMPROVING ACCESS TO PSYCHOLOGICAL THERAPIES CLINICAL ASSURANCE PROCESS

1 Organisations in receipt of the Funding

Camden & Islington NHS Foundation Trust

2.0 Purpose of funding

2.1 Camden and Islington NHS Foundation Trust is responsible for undertaking the clinical assurance of the process related to IAPT placements across London in conjunction with University College London. Allocated funding has been provided to enable this to happen.

3 The Services

3.1 Camden and Islington NHS Foundation Trust and University College London are required to undertake the following on receipt of the funding for IAPT Clinical Assurance; as above.

3.2 Transfer the funding to University College London in order to enable University College London to carry out clinical assurance audits across the London IAPT placements

3.3 Appoint a representative from University College London as a clinical assurance lead (the "lead") who will coordinate activities relating to the funding in relation to funding for IAPT clinical assurance.

3.4 Inform 'The Authority' of the identity and details of the Lead and keep the Authority updated of any changes.

3.5 'The Authority' is required to appoint a representative as an identified point of contact for any queries that the Trust may have relating to IAPT clinical assurance and shall notify the Trust of the relevant contact appointed from time to time.

4 Supply of Information

4.1 Camden and Islington NHS Trust and University College London are required to:-

- a) Submit an annual monitoring report in September to the Pan London IAPT Sub Group on the progress of the clinical assurance process.

ANNEX III

NATIONAL ACTIVITIES

1.0 Introduction

This Schedule relates to national activities which, including but not exclusive to, Health Education England may contract with a Placement Provider as an Education Provider to provides certain services. These may be contracted through separate contracts, with the Learning Development Agreement used as a vehicle for funding.

2.0 Organisations in receipt of the Funding

Various

3.0 Services to be provided

Various, including but not exclusive to:

3.1 Mental Health Education and Training (national contract)

This is only applicable where the Placement Provider is Tavistock & Portman NHS Foundation Trust in which Health Education England (administered by Health Education North Central and East London) and Tavistock & Portman NHS Foundation Trust pursuant to which the Placement Provider is responsible for providing specialist training and undergraduate and postgraduate education programmes in relation to mental health, commissioned by Health Education England on behalf of the NHS in England / the Department of Health.

3.2 Postgraduate Dental Services Education and Training (national contract)

This is only applicable to the national provision for the Eastman Dental Contract for which Health Education England (administered by Health Education North Central and East London) commissions on behalf of the NHS in England / the Department of Health. Health Education North Central and East London under arrangement gives funding to the University College London Hospitals NHS Foundation NHS Trust.

ANNEX IV

CONTRACT PERFORMANCE INDICATORS FOR PRE-REGISTRATION HEALTHCARE PROFESSIONAL PROVIDERS

This Annex provides additional information to Schedule C.

1. The Education Provider shall monitor the performance of Practice Placements in line with the indicators below, using a sub-set of Placement Providers as per the agreed Contract Performance Management process in the Pre-Registration Education Contract in conjunction with monitoring required to meet professional regulatory body standards.

Placement Provider

- 2 The Placement Provider shall:
 - 2.1 ensure that it makes senior Placement Provider Staff (of a level of seniority to be agreed between the relevant Institution and the Placement Provider from time to time) available to be involved annually in:
 - 2.1.1 reviewing the Institution's recruitment and selection policies and criteria;
 - 2.1.2 reviewing the education programmes set by the Education Provider;
 - 2.1.3 reviewing the DBS Checks and occupational health clearance processes that the Education Provider has in place to screen Students/Trainees before they are admitted on a Practice Placement; and
 - 2.1.4 reviewing the Dataset information to confirm that the information submitted contains no material inaccuracies in order to carry out the annual review process;
 - 2.2 ensure that it makes Placement Provider Staff available annually for involvement in developing the Contract Performance Management action plans;
 - 2.3 ensure that Placement Provider Staff involved in the provision of the Services have appropriate education responsibilities included in their job descriptions and competencies defined in their job specifications;
 - 2.4 ensure that all Placement Provider Staff employed are either competent to support student learning and assessment or are required to commence a programme of continuing professional development on recruitment to achieve these competencies;
 - 2.5 notify the Education Provider of any serious untoward incidents where involvement of any Student/Trainee calls into question their fitness for training and report any such incidents to the Education Provider within a timescale appropriate to the seriousness of the situation and in any event within two (2) working days;
 - 2.6 accept as valid the DBS Checks and occupational health checks carried out by the Education Provider;
 - 2.7 ensure that Students/Trainees receive an appropriate induction and orientation, including local policies and procedures relevant to the Practice Placement;

- 2.8 immediately notify the Education Provider of any service provision changes that might affect the Students/Trainees' ability to meet the specified learning outcomes set by the Education Provider;
- 2.9 ensure that Students/Trainees receive feedback on their performance in a time frame appropriate to the activity performed as agreed between the Institution and Placement Provider;
- 2.10 ensure that Student/Trainee assessment is appropriately moderated as agreed between the Institution and the Placement Provider; and
- 2.11 collect and collate feedback from all Students/Trainees and regularly agree action plans with the Institution to address any issues raised.

Education Provider

- 3 Each Education Provider shall:
 - 3.1 ensure engagement with a representative sample of senior staff (of a level of seniority to be agreed between the relevant Education Provider and the Placement Provider from time to time) from their Placement Provider organisations in London annually to:
 - 3.1.1 review recruitment and selection policies and criteria;
 - 3.1.2 review the curriculum;
 - 3.1.3 review DBS Checks and occupational health processes; and
 - 3.1.4 ensure there are no material inaccuracies in the data submissions for the Annual Review process;
 - 3.2 provide practice education resources and/or courses for Practice Placement staff to support them to develop the competencies required to facilitate learning and carry out assessment in the practice setting;
 - 3.3 provide information and support to staff in the Placement Provider as deemed adequate by a mutually agreed representative sample of senior staff in the Placement Provider organisation (of a level of seniority to be agreed between the relevant Education Provider and the Placement Provider from time to time) on the practice learning and assessment requirements of the Education Provider;
 - 3.4 ensure that all Student/Trainees sent on Practice Placements have had occupational health clearance;
 - 3.5 ensure that all Students/Trainees have had:
 - 3.5.1 DBS Check clearance; or
 - 3.5.2 a DBS Check submission is in progress plus agreement from the human resources department at the Placement Provider that the Students/Trainees can start their Practice Placement pending receipt of clearance;
 - 3.6 ensure that Students/Trainees undertaking Practice Placements have met appropriate standards in relation to knowledge and basic skills commensurate with their programme. These standards will be agreed by a mutually acceptable representative sample of senior NHS service provider staff;

- 3.7 respond to concerns raised by Practice Placement Staff about unacceptable Student/Trainee behaviour or fitness for placement by contacting the Placement Provider in question within a timescale appropriate to the seriousness of the situation and in any event within two (2) working days of any communication sent by the Placement Provider and shall ensure that such issues are managed by the Institution and the Placement Provider acting jointly following mutually agreed processes.

Should a Student/Trainee declare a criminal record or health issues or should any conviction, caution or health concern be disclosed following the completion of statutory checks the Institution will inform the Placement Provider and shall ensure that such issues are managed by the Institution and the Placement Provider acting jointly following mutually agreed processes.

ANNEX V

REPONSIBILITIES OF THE PLACEMENT PROVIDER WHERE IT IS PROVIDING WORK BASED LEARNING

This Annex provides additional information to Schedule F Part E and Part F.

Where the Placement Provider is required to host Work Based Learning at its organisation in relation to its own staff enrolled on an Education Service or in relation to healthcare staff from another NHS Organisation or (if relevant) Independent Organisation, which Education Services involves Work Based Learning as part of its Programme of study, the Placement Provider shall comply with the following standards:

1. It shall ensure that the competencies of its staff are at the required level and standard (as is deemed appropriate and acceptable by the Authority) and tested so that appropriate and sufficiently qualified staff are available to ensure CPPD Students receive relevant experience through effective teaching, supervision, support and assessment of practice learning and that learning opportunities allow the CPPD Students to develop and test competencies required to meet the outcomes of the training Programme;
2. It shall immediately notify the Education Provider(s) of any accident sustained by a CPPD Student or untoward incident involving a CPPD Student occurring as either an indirect or a direct result of any Work Based Learning;
3. It shall notify the relevant Education Provider(s) immediately of any accident sustained by a CPPD Student or any serious untoward incident involving a CPPD Student where involvement of the CPPD Student calls into question the CPPD Student's continuation on an Education Service. The Placement Provider shall co-operate with the relevant Education Provider if it decides to take disciplinary action against a CPPD Student where the disciplinary action relates (directly or indirectly) to the Education Services being undertaken by the relevant CPPD Student);
4. It shall explicitly agree with the Education Provider(s), in advance of any CPPD Students commencing on any of the Education Services, the requirements to be placed on the Placement Provider, which may include the assessment of CPPD Student performance on Work Based Learning. The Placement Provider shall ensure that only staff who have agreed to undertake the assessment of CPPD Students, based on criteria agreed with the Education Provider(s) shall be able to perform such assessments;
5. It shall offer an honorary contract to (or make another agreed arrangement for) any staff of an Education Provider who will work alongside and supervise CPPD Students during Work Based Learning at its premises, such contract to specify the duration and specific duties and obligations as regards CPPD Student supervision and patient care, as appropriate;
6. It shall take steps to ensure the health, safety and welfare of CPPD Students undertaking Work Based Learning, and of all Education Provider staff (as appropriate) in accordance with relevant legislation and to the same extent and in the same manner as they have for their own employees/staff;
7. It shall provide the Education Provider(s) with such dataset and other such information as may be requested from time to time by the Education Provider(s) and/or the Authority;

8. It shall ensure that it is covered by the NHS Indemnity Schemes or shall maintain third party public liability, employers' liability, clinical negligence and professional indemnity insurance and any other appropriate insurance cover appropriate to cover the Placement Provider its staff, the Authority, the Education Provider's staff and/or the CPPD Students (as appropriate) in relation to the delivery of Work Based Learning. The Placement Provider shall provide a copy of such insurance cover (together with any associated schedules) or NHS Indemnity Schemes cover (as appropriate) upon the request of the Authority and/or the Education Provider(s) as appropriate and it shall notify the Authority and the Education Provider(s) within a period of not more than thirty (30) days in writing of any alterations or cancellations to any insurance cover maintained by the Placement Provider;
9. It shall indemnify and keep the Education Provider(s), indemnified at all times (and ensure the Education Providers shall indemnify and keep indemnified the Authority at all times) against any costs, claims or liabilities which may arise or are sustained by the Education Provider(s), as appropriate in consequence of any neglect, act or omission:
 - 9.1. by the CPPD Students during the course of Work Based Learning; or
 - 9.2. by the Placement Provider, its staff and any Education Provider's staff whilst engaged in teaching and supervising CPPD Students or carrying out related activities during Work Based Learning,

which results in the death and/or personal injury of any employee or agent of the Education Provider (as applicable) or the Placement Provider any CPPD Student, or the death and/or injury of any third party, or any claim by a CPPD Student arising out of or in the course of the delivery of the training Programmes;
10. It shall ensure that there are agreed communication channels between the Placement Provider and the Education Provider(s) and the Placement Provider shall immediately notify the Education Provider(s) and the Authority of any service provision or personnel changes that might affect the CPPD Students' ability to meet the specified learning outcomes set by the Education Provider(s);
11. It shall provide appropriate feedback to CPPD Students undergoing Work Based Learning on their performance in a time frame appropriate to the activity performed as agreed between the Placement provider and the Education Provider(s);
12. It shall liaise with the Education Provider(s) (and attend review meetings, where required) to assist the Education Provider(s) with drawing up any Action Plans and address any issues raised through feedback from CPPD Students undertaking Work Based Learning and ensure that actions for which the Placement Provider is identified as responsible in such Action Plan are complied with, in line with the quality assurance process set out in Schedule C for Quality Assurance and Performance Management;
13. It shall, in the event of the Agreement for the Provision of Continuing Personal and Professional Development (CPPD) Education Services coming to an end, whether by termination, expiry or otherwise, continue the provision of the Work Based Learning for CPPD Students until such time as their Work Based Learning has been completed (if required by the Authority and the relevant Education Provider(s)) and share information with the Authority, the relevant Education Provider(s) and potential successor(s) of the Education Provider(s), as appropriate;

14. It shall ensure that CPPD Students undertaking Work Based Learning at its organisation (where the CPPD Student is not an employee of the Placement Provider) have, as far as reasonably practicable, similar work facilities and amenities to those available to its employees. The Placement Provider shall also make available facilities to support CPPD Students in their clinical and service areas, including access to multi-professional learning resource centres and information services where available;
15. It shall ensure that the CPPD Students that are not employed by the Placement Provider, but who are undertaking Work Based Learning at its Premises, have been screened for and received clearance for occupational health and have either been screened by and received clearance from the DBS or been subject to and received appropriate clearance in respect of any other background and safeguarding checks that are reasonably considered necessary or required by statute prior to the commencement of the CPPD Students on the relevant Education Service(s), and where this is not possible, ensure that a submission has been made to the DBS (or other relevant body) for the CPPD Students and they have written confirmation from a duly authorised representative of the Placement provider confirming that the Placement Provider will allow the CPPD Students to commence their Work Based Learning pending receipt of the relevant clearances from the DBS (or other relevant body);
16. It shall liaise with the relevant Education Provider(s) or with the employer of the CPPD Student (if the Placement provider is not itself the employer of the CPPD Student) in the event a CPPD Student declares a criminal record or health issue or should any conviction, caution or health concern be disclosed after the checks and clearances have been received or following commencement of the Work Based Learning. The Placement Provider acknowledges that the final decision will rest with it;
17. It shall allow the permitted admittance of the CPPD Students and any employees, servants, or agents of the Education Provider(s) who will work alongside and supervise CPPD Students during periods of Work Based Learning, onto its Premises and will agree the specific duties and obligations of such persons as regards CPPD Student supervision and patient care as appropriate and shall indemnify the Education Providers and the Authority against any costs, claims or liabilities which may arise for negligent acts or omissions by the CPPD Students;
18. It shall take steps for securing the health, safety and welfare of all CPPD Students (which are not its employees) undertaking Work Based Learning at its Premises in accordance with relevant legislation and to the same extent and in the same manner as for the Placement provider's own employees;
19. It shall distribute to each of the CPPD Students (who are not its employees) a copy of the Placement Provider's employee handbook (or equivalent) before the CPPD Students commence Work Based Learning at its premises, to ensure the CPPD Students understand what constitutes unacceptable behaviour at the Placement providers Premises (i.e. behaviour that would not be in accordance with behaviour which is expected of a member of staff at the Placement Provider); and
20. It shall co-operate with the Education Provider(s) in relation to any data/information that the relevant Education Provider(s) are required to collect in relation to the Placement Provider pursuant to the Agreement for the Provision of Continuing Personal and Professional Development (CPPD) Education Services.

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