

SCHEDULE ONE – SERVICES

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1 MANAGER OF SERVICES

1.1. The nominated contract manager from NHS England shall be	NAME ROLE	Email: Telephone:
1.2. The nominated contract manager from the Provider shall be	NAME ROLE	Email: Telephone:
1.3. The name of the Providers board member responsible shall be	NAME ROLE	Email: Telephone:

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The Services set out in the table below are to inform the Provider of their obligations in relation to this agreement. Where the Services are to be provided by the Provider the relevant box below shall be ticked and an appropriate Change Control Notice (in the form provided in Schedule 6) entered into.

All Providers	
All Providers shall carry out the Services set out under paragraphs 3, 4, and 5 of this Schedule 1	
Service Categories	Indicate <u>all</u> further categories of Services which the Provider shall deliver
Pre-registration clinical placements	Yes/No
Clinical Salary Support	Yes/No
Undergraduate medical education	Yes/No
Undergraduate dental education	Yes/No
Postgraduate medical placements	Yes/No
Study leave funding	Yes/No
Postgraduate dental placements	Yes/No
Apprenticeships	Yes/No
Additions to services	Yes/No
Education Support/ Faculty Support Services	Yes/No
Provision of Doctor's training in General Practice	Yes/No

2 MILESTONES

2.1 The Milestones for delivery of the Services are as follows:

Timescales (YOU CAN CHANGE TIMESCALES TOO)	Milestone

Quarter One 24/25	REGION TO ADD AND TIMESCALES CAN BE CHANGED – CAN BE DATA REQUIREMENTS/VALIDATIONS (MAY BE LAST THING TO DO?)
Quarter Two 24/25	
Quarter Three 24/25	
Quarter Four 24/25	
Quarter One 25/26	
Quarter Two 25/26	
Quarter Three 25/26	
Quarter Four 25/26	
Quarter One 26/27	
Quarter Two 26/27	
Quarter Three 26/27	
Quarter Four 26/27	

3 FACILITATION AND ASSESSMENT OF PRACTICE LEARNING - ALL LEARNERS

- 3.1 Placement Providers should make available suitable Staff to participate in the moderation of the Placement assessments where requested by the Education Provider subject to reasonable advance notice periods.
- 3.2 Placement Providers should ensure that all Learners have access to appropriately qualified and up to date educators/supervisors in line with professional body and Education Provider requirements who can provide an appropriate level of support, supervision and assessment of competency.
- 3.3 Ensure that Learners have access to the NHS England National Education and Training Survey (NETS) and encourage and facilitate completion of the survey.
- 3.4 Education Provider Staff who are involved in the facilitation and support of Learners shall be enabled to access said Learners in Placements subject to reasonable notice by the Education Provider.
- 3.5 Where service provision changes affect the Learners’ ability to meet the relevant learning outcomes the Education Provider and NHS England shall be notified immediately and all Parties shall work collaboratively to offer the Learner a suitable alternative Placement.

- 3.6 Education Providers are expected to work in collaboration with Placement Providers to ensure Placements are audited and maintain the standards contained within Schedule 3, and the NHS England Education Quality Framework.
- 3.7 Where appropriate, Placement Staff shall be encouraged to participate in any disciplinary and appeals process relating to a Placement Learner at the invitation of the relevant Education Provider.
- 3.8 The Placement Provider shall remove a Placement Learner from a Placement in any case where the Placement Provider reasonably considers it necessary, having regard to the Placement Learner's conduct and/or professional suitability. The decision to remove a Placement Learner from a 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, Placement Provider and NHS England.
- 3.9 Placement Providers shall work collaboratively with the relevant Education Provider(s) in answering any Service User complaint or defending any clinical negligence or personal injury claim involving a Placement Learner in a Placement setting.

4 WORKFORCE MANAGEMENT PLANNING

- 4.1 The Placement Provider will:
- 4.1.1 ensure its organisational processes are robust and can deliver sufficient strategic and operational capacity to produce an effective workforce plan for internal use; and
- 4.1.2 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.

5 LIBRARY AND KNOWLEDGE SERVICES (PLACEMENT PROVIDERS)

- 5.1 Clauses 5.1 to 5.10 shall apply to Placement Providers other than Placement Providers that are PIVOs.
- 5.2 There is an expectation that Placement Provider organisations within every health system will work together to make sure that all NHS Staff and learners can benefit from proactive knowledge and library services. For advice on options and opportunities, please contact NHS England national knowledge and library service team via england.kfh@nhs.net.
- 5.3 The Placement Provider will ensure that there is a proactive, high-quality knowledge and library service that is available to all Staff and learners, whether this is hosted internally, delivered via a managed service level agreement with another NHS Provider or with a Higher Educational Institute.

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- 5.4 The Placement Provider has an agreed documented strategy for the knowledge and library service aligned to the Knowledge for Healthcare Strategy and to HEE policies including The [NHS England Library and Knowledge Services in England Policy](#), [Funding NHS Knowledge and Library Services](#) in England Policy guidance for NHS Employers, NHS England Library and Knowledge Services [Staff Ratio Policy](#), NHS England Policy for [NHS Library Learning Space](#) and NHS England Policy for emotional support for embedded [clinical librarians](#), as well as the organisation's own objectives and priorities.
- 5.5 The Placement Provider will ensure that the [clinical decision support tool](#), funded and provided nationally by NHS England for all learners and NHS Staff, is actively promoted to underpin clinical decision-making.
- 5.6 The Placement Provider will participate in agreed quality assurance processes to review progress against [the NHS England Education Quality and Improvement Outcomes Framework for NHS Funded Library and Knowledge Services in England](#), use agreed performance metrics, and submit required reports on financial and activity statistics.
- 5.7 The Placement Provider will ensure progression through the Quality and Improvement Outcomes Framework maturity model levels for all outcomes. The Placement Provider will ensure that there is an agreed and implemented Service Improvement Plan in place for the knowledge and library service. This plan is required to reflect the requirements of NHS England Education Quality and Improvement Outcomes Framework.
- 5.8 Where issues or risks are identified, appropriate interventions and a Development Plan must be agreed with NHS England's national knowledge and library services team, with regular updates on implementation provided to agreed timescales.
- 5.9 The Placement Provider will ensure that there is an appropriate level of Funding, both from education tariff and matched employer contributions, to support delivery of proactive, high-quality knowledge services.
- 5.10 Placement Provider(s) Library and Knowledge Services Information return requirements:
- 5.10.1 Quality and Improvement Outcomes Framework documentation including service improvement plan and/ or self-evaluation return, as required.
 - 5.10.2 Knowledge and library service statistics workforce Part 1.
 - 5.10.3 Knowledge and library service statistics activity Part 2.
- 5.11 Clause 5.11 and 5.12 shall apply to a PIVO which is a Placement Provider.
- 5.12 A PIVO which takes learners on placement each year are required to actively promote to learners on placement:

- 5.12.1 The [clinical decision support tool](#) funded and provided nationally by NHS England for all learners and NHS staff.
- 5.12.2 The digital knowledge resources available via the [NHS knowledge and library services hub](#) which are procured nationally and provided for all healthcare learners and NHS staff.
- 5.12.3 The knowledge and library services available to learners via their education provider where it applies.

6 ADDITIONS TO SERVICES

- 6.1 Any non-recurrent Funding that may be agreed between parties and provided to Providers for particular education and training projects or initiatives that contribute to and promote improvements in Service User care through better education and training.
- 6.2 The required outcomes and deliverables of these projects and initiatives will be detailed and managed through Change Control Notices as an addition to this Schedule as part of this agreement.
- 6.3 Funding will be made available for these Services as detailed in the Change Control Notices, as an addition to this Schedule, within the usual timeframes of Funding.

7 VARIATION AND CHANGE CONTROL

- 7.1 NHS England and the Provider may agree to vary this Schedule as appropriate to the needs of healthcare education and training. This can be completed as per Schedule 6

8 PRE-REGISTRATION CLINICAL PLACEMENTS (CLINICAL)

- 8.1 Education Providers are required to ensure suitable Placement opportunities are available for Learners. Accordingly, they shall work collaboratively with Placement Providers to agree Placements and shall enter into a Placement Agreement with the Placement Provider.
- 8.2 Where the Placement Provider receives Learners from more than one Education Provider, they shall enter into separate Placement Agreements with each Education Provider. In the same way, each Education Provider shall enter into a separate Placement Agreement with each Placement Provider that receives their Learners.

The Placement Provider shall, in consultation with the relevant Education Providers, use reasonable endeavours to provide sufficient Placements to support the agreed numbers of Learners. Confirmation of the numbers that each Placement provider can support shall be in a form reviewed and agreed from time to time between the Placement Provider, Education Providers and NHS England.

8.3 The Department of Health and Social Care has an education and training tariff for clinical placements, identified in the tariff as clinical placements, and is shown in Schedule 2 – Funding.

8.4 The intended purpose of the tariffs is to support education, improve the quality of Placement provision and all Placement Providers will be expected to meet the NHS England Education Quality Framework in Schedule 3.

9 **CLINICAL SALARY SUPPORT**

9.1 This paragraph sets out the terms on which the Placement Provider receives Funding from NHS England to support Staff who are absent either full time or part time due to undertaking an approved and agreed Education/Training Programme, which is eligible for clinical salary support Funding.

9.2 NHS England shall invite the Placement Provider to submit their demand and/or capacity for places on courses eligible for salary support on one of the education/training Programmes identified by NHS England. Providers should notify NHS England should they not be able to fulfil the demand submitted.

9.3 In deciding how the Funding to be made available for salary support will be allocated, NHS England will take into 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.

9.4 NHS England will continue to meet all previous commitments made towards the salaries of existing Staff that have already commenced as Learners on Programmes, providing salary support Funding at the agreed rates through to the agreed completion date of their Programme.

9.5 The Funding from NHS England represents a contribution towards the salary of the relevant Staff members and may therefore not cover all costs.

9.6 The Placement Provider shall only be entitled to use Funding made available by NHS England for salary support pursuant, to this Schedule for supporting the salary of its Staff members and Employed Learners, who satisfy all of the following requirements:

9.6.1 meet the minimum selection criteria laid down by the Education Provider;

9.6.2 meet the minimum employment criteria laid down by the employing Placement Provider;

9.6.3 are not subject to any restrictions in their length of stay in the UK; and

9.6.4 have not been in receipt of NHS England Funding for the previous two years, unless agreed by NHS England in advance.

9.7 Eligible Programmes for new Learners shall be outlined in the annual demand scoping exercise conducted by NHS England, with relevant information sent to Providers as necessary.

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- 9.8 The amount of Funding to be made available to the Placement Provider during the Term in relation to salary support is set out in the salary support demand arrangements letter issued by NHS England prior to the financial year and incorporated into the agreement via Schedule 6 -
- 9.9 The Funding provided by NHS England will be in respect of individual, named Staff members for the normal duration of the Programme to be undertaken by the relevant Staff member of the Placement Provider. If for whatever reason, the Programme is not completed within the timeframe set for the relevant Programme, NHS England shall not be obliged to provide further funds unless NHS England confirms that it will in writing. NHS England may, for example, allow extension to such Funding where mitigating circumstances (e.g. sickness) are provided. All circumstances will be subject to NHS England's discretion.
- 9.10 The Placement Provider shall ensure that the arrangements for Staff who are undertaking Programmes pursuant to this Schedule are appropriate to enable Staff to fully engage in the Programme and to meet the learning outcomes.
- 9.11 The Placement Provider shall submit monitoring data to NHS England to ensure that the Placement Provider is complying with the terms of this agreement and that NHS England is receiving value for money. Where applicable this is will be completed via the Student Data Collection and the minimum information that shall be required to be submitted to NHS England will consist of, but shall not be limited to, the following:
- 9.11.1 the name of each of the relevant Staff members for whom salary support is provided by NHS England pursuant to this agreement;
 - 9.11.2 the name of each of the Education Providers at which the relevant education/training is taking place;
 - 9.11.3 the name of each of the education/training Programmes being undertaken by the relevant Staff members;
 - 9.11.4 when the Staff member or Employed Learner started the relevant education/training and when they are due to complete;
 - 9.11.5 dates of any intermissions or early terminations to the education/training, and reason for intermissions or early terminations;
 - 9.11.6 the attainment record for persons attending the Programmes (i.e. pass/fail/deferred and their post education/training destination i.e. employer/position); and
 - 9.11.7 NHS England may also from time to time request additional reporting as is reasonable to ensure the provision of salary support.
- 9.12 The Placement Provider will nominate an individual from within its organisation as a salary support lead ("Placement Provider Salary Support Lead") who will coordinate Services relating to the Funding in relation to salary support. The Placement Provider will inform NHS England of the identity and details of the

Placement Provider Salary Support Lead and shall keep NHS England updated of any changes.

- 9.13 NHS England contract manager shall discuss and agree appropriate action where the Placement Provider is receiving funds under this Schedule in circumstances where the Staff member or Employed Learner to which the Funding relates ceases to satisfy the criteria set out in this Schedule, or fails to attend the relevant Programmes which NHS England is Funding pursuant to this agreement. The Placement Provider shall take any appropriate action as NHS England shall request from time to time.

Finance and payroll services

- 9.14 This paragraph outlines where NHS England funds Placement Providers' salaries to the Employed Learners that are eligible for salary support as per Schedule 2 based on the following, any profession specific variations are listed below:

9.14.1 the agreed commencement date for new Employed Learners recruited to the training Programme will be as notified by NHS England in a separate letter and will complete on the date specified in the same letter, unless training has been extended with a contract from NHS England.

9.14.2 Higher Cost Area Allowance is applied at the rate relevant to the address of the organisation providing the placement that is the Employed Learner's main working Premises.

9.14.3 contracts of employment are fixed term and employment ceases at the end of the clinical Placement.

9.14.4 on costs are applied as appropriate and dependent on the salary support offer.

- 9.15 NHS England will provide financial support for the Employed Learner salary for the duration of the training Programme either as Full Time or Part Time. In year changes to FTE will be granted on an exceptional basis and require prior notification and approval from NHS England.

- 9.16 Additional salary support may be provided when a period of extension has been granted by the education provider in conjunction with NHS England. The only exception leading to longer (NHS England 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 Employed Learner was recruited.

- 9.17 Employed Learners are expected to self-fund their training beyond the funded period plus any agreed extensions.

- 9.18 Salary support is suspended when a person is on maternity or sick leave, these costs should be funded by the employer in accordance with the NHS Terms

and Conditions of Service. Salary support will be reinstated on agreement of continuing the Programme.

9.19 To be eligible for salary support all Employed Learners must be able to satisfy all the following requirements:

9.19.1 meet the minimum selection criteria laid down by the Education Provider;

9.19.2 meet the minimum employment criteria laid down by the employing Trust; and

9.19.3 have no restrictions in their length of stay in the UK;

9.20 Pay Employed Learners excess travel expenses based on the following:

9.20.1 In accordance with NHS Terms and Conditions of Service.

9.20.2 Local HR rules applying to the Employed Learner's place of employment and current tax regulations will apply to excess travel claims submitted by the Employed Learner. Excess travel should be kept at a minimum and will be reviewed annually with the Employed Learner.

9.21 Receipts must be provided by the Employed Learner to support any claim for expenses.

9.22 All claims for travel expenses should be counter signed by the Employed Learner'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).

9.23 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 NHS England. This does not affect the Trust's own capacity to further assist the Employed Learner, for example, with the cost of books or to attend conferences.

9.24 Claims for excess travel will be paid for as long as the Employed Learner qualifies for salary support; periods of maternity leave or sickness are excluded.

9.25 Claims for travel should be settled by the employing organisation and recharged to NHS England, with backing documentation.

10 UNDERGRADUATE MEDICAL EDUCATION

10.1 Schedule 4 TPA-UGME outlines roles, responsibilities and obligations of Education and Placement Providers and NHS England in relation to the provision of undergraduate medical education and the terms under which NHS England allocates the undergraduate medical tariff to the Providers.

10.2 Education and Placement Providers must sign a TPA-UGME with NHS England.

11 UNDERGRADUATE DENTAL EDUCATION

11.1 Schedule 4 TPA-UGDE outlines roles, responsibilities and obligations of Education and Placement Providers and NHS England in relation to the provision of undergraduate medical education and the terms under which NHS England allocates the undergraduate dental tariff to the Provider.

11.2 Education and Placement Providers must sign a TPA-UGDE with NHS England.

12 POSTGRADUATE MEDICAL AND DENTAL PLACEMENTS

12.1 The Placement Provider shall deliver the postgraduate education services in accordance with the terms of this agreement.

12.2 The general responsibilities of the Placement Provider in the provision of the postgraduate education services include that it will:

12.2.1 make all reasonable efforts to enable postgraduate Learners to achieve the standards/qualifications/accreditations that are expected from their Programme;

12.2.2 ensure that the quality of the training contracted is of a high-quality and attains the relevant standards as described in the NHS Education Funding Agreement and its schedules and will, where necessary, implement the recommendations of the relevant foundation school and head of specialty schools, and/or postgraduate dean or nominated deputy;

12.2.3 be responsible for regularly monitoring all aspects of training to ensure compliance with the relevant standards as described in the NHS Education Funding Agreement and its schedules and the requirements and recommendations of NHS England officers and other regulatory bodies;

12.2.4 to ensure that the NHS England National Education Training Survey (NETS), and any Regulator surveys, are promoted;

12.2.5 have local quality control processes in place in accordance with the NHS England Education Quality Framework, and the requirements of relevant Regulators;

12.2.6 allocate appropriate time for all relevant aspects of training that are within an individual consultant's, and others delivering or assisting training, job plan;

12.2.7 ensure that NHS England is provided with all reasonable information and assistance in a timely manner to enable the monitoring and quality

management of the postgraduate education services in accordance with the provisions of this Schedule; and

- 12.2.8 have in place training and development plans for all postgraduate Learners and ensure that, where available, electronic systems are used to record these.
- 12.3 The number of training posts will be as agreed between NHS England, the Placement Provider, the Education Provider, Lead Employer and/or relevant Integrated Care System where appropriate.
- 12.4 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.
- 12.5 NHS England receives Funding from the DHSC, which is for specific education and training Services in order to meet strategic education and training objectives which include the provision of postgraduate medical and dental education and training services. This Funding is largely provided through the national Postgraduate Medical Tariff, including both a salary component and the education and training tariff, in accordance with the tariff rules established by Department of Health and communicated by NHS England. The education tariff is varied according to the market forces factor applying to the Placement Provider. The education tariff is not payable for posts that have been vacant for a year or more as long as appropriate notice has been given. In addition, NHS England will fund other posts that fall outside the scope of the Postgraduate Medical Tariff, e.g. Dental posts, Community based Foundation posts, General Practice and PVI based posts, and Occupational Medicine posts. In addition, recognised training posts that have been Trust funded in the past remain Trust funded under this agreement.
- 12.6 The Parties acknowledge that the provision of postgraduate medical and dental education and training requires a collaborative approach between the officers of the Placement Provider and NHS England.
- 12.7 The GMC has identified a number of Domains which can be found at the following . The GDC has identified a set of education standards which can be found at the following <https://www.gdc-uk.org/education-cpd/quality-assurance>.
- 12.8 Both Parties acknowledge that NHS England 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. Both Parties also acknowledge that each relevant Lead Employer also has a role in supporting the Placement Provider to facilitate quality improvement. Both Parties also acknowledge that NHS England retains sole responsibility for the provision of quality management activity in order to deliver on the requirement of relevant Regulators.
- 12.9 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 set by NHS England and relevant Regulators.

- 12.10 The Placement Provider is responsible for ensuring that postgraduate Learners 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:
- 12.10.1 the GMC standards and outcomes (www.gmc-uk.org), and any future standards that Regulators should implement from time to time;
 - 12.10.1.1 the standard governance of Education Committees and Local Faculty Groups; and
 - 12.10.1.2 Guidelines for Dental Educators published by COPDEND (<http://www.copdend.org.uk>).
- 12.11 The Placement Provider agrees additionally to comply with the Academy of Medical Educators standards for supervisors - <https://www.medicaleducators.org/Professional-Standards>.
- 12.12 The GMC National Training 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:
- 12.12.1 inform postgraduate Learners 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 NHS England and/or the GMC;
 - 12.12.2 act on issues highlighted in the results of the GMC National Training Surveys; and
 - 12.12.3 respond promptly to such issues raised by NHS England, providing evidence of any corrective actions where requested.
 - 12.12.4 inform trainers of their responsibility to complete the GMCs trainers survey and engagement in quality management Services.

Authorised Representatives

- 12.13 The duly authorised officer of NHS England for Postgraduate Medicine and Dental will be the Postgraduate Dean.
- 12.14 The Medical Director or nominated representative will be the duly authorised representative of the Placement Provider for all purposes connected with the postgraduate education services under this Schedule.

Quality Measures

- 12.15 The reports to be provided by the Placement Provider to NHS England, must contain a significant quantity of information which NHS England intends to use

to develop metrics to provide evidence of quality improvement and to meet the requirements of Regulators. The Placement Provider acknowledges that NHS England undertakes to provide information and feedback on such metrics as they are developed.

Workforce Management

12.16 The Placement Provider acknowledges, and shall procure that:

12.16.1 It will work with NHS England to ensure all training sites and all posts have appropriate approval from the GMC or GDC, and from NHS England; and

12.16.2 any posts that do not meet these criteria are not classified as training posts and must not be advertised as such.

12.17 The Placement Provider acknowledges and agrees that training posts and/or Programmes will be advertised and appointed using nationally agreed processes organised by NHS England unless otherwise agreed in writing between the Placement Provider and NHS England.

12.18 Recruitment and selection will follow the relevant NHS England agreed processes and any local NHS England administrative processes.

12.19 The Placement Provider agrees to comply with NHS England's reasonable requests for Staff to be involved in recruitment and selection assessments, ongoing development for educators and quality visits as appropriate.

Training

12.20 Educational aims and objectives will be agreed between the Placement Provider, Staff, and the postgraduate Learners from which an educational plan will be derived. The Placement Provider acknowledges and agrees that:

12.20.1 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 Reference Guide for Postgraduate Foundation and Specialty Training in the UK, (the Gold Guide), the Dental Gold Guide and agreed by the GMC and GDC; and

12.20.2 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.

Assessment

12.21 The Placement Provider acknowledges and agrees that:

12.21.1 workplace based assessment and feedback are fundamental and constructive aspects of training Programmes. Assessment must provide evidence of performance, be based upon objective criteria and be handled in an appropriate manner;

12.21.2 assessment procedures must comply with guidance contained in relevant publications from Regulators; and

12.21.3 the Placement Provider will ensure timely completion of assessments.

Handling Poor Performance and Professional Competence

12.22 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 Head of Foundation/Specialty School, 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 NHS England to identify the most effective means of helping or supporting the postgraduate Learners, whilst ensuring that Service User safety is maintained at all times.

12.23 The Placement Provider will promptly inform the relevant Head of Foundation/Specialty 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 Head of Foundation/Specialty School and Postgraduate Dean and relevant Lead Employer.

Study Leave

12.24 The Placement Provider acknowledges and agrees that:

12.24.1 Postgraduate Learners are entitled by their terms and conditions to study leave.

12.24.2 The provision of study leave Funding supports course fees and appropriate travel, if approved by the Placement Provider Director of Medical Education and supported by the clinical supervisor as appropriate and relevant. Study leave Funding does not support the cost of examination fees. The “study leave budget” is designed to support these costs; and

12.24.3 Study leave will be allocated in accordance with the postgraduate Learners’ terms and conditions of service, and relevant guides as appropriate.

12.24.4 Study leave Funding is accessed by doctors in secondary care regardless of whether a post receives tariff Funding or is funded by the Placement Provider. Funding for study leave is top sliced from those posts funded via the postgraduate medical tariff and redistributed equitably across NHS England local offices based on the total number of Learners in post. For posts funded outside of tariff, separate Funding arrangements for study leave are in place – including primary care, dental and public health training.

Supporting Learners

- 12.25 The Placement Provider will have in place appropriate mentoring and counselling arrangements to provide support to postgraduate Learners when required.
- 12.26 NHS England shall provide access to confidential Support and Wellbeing services for Learners as required.
- 12.27 The Placement Provider shall give postgraduate Learners 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.

Less Than Full Time Training (LTFTT)

- 12.28 The Placement Provider shall accept a number of postgraduate Learners on **LTFTT** as may be agreed with NHS England from time to time.
- 12.29 The Placement Provider shall ensure that postgraduate Learners on **LTFTT** will gain the same experience, on a pro-rata basis, as full-time Postgraduate Trainees;
- 12.30 Educational standards appropriate to the grade will apply to postgraduate Learners on LTFTT.
- 12.31 The Placement Provider acknowledges and agrees that arrangements for payment in respect of postgraduate Learners on LTFTT will be advised by NHS England.

Additional Standards for Training Programmes

- 12.32 The Placement Provider acknowledges and agrees that the following additional standards apply to Programme posts:
- 12.32.1 Any regulatory framework that is introduced by relevant Regulators;
- 12.32.2 The Placement Provider shall arrange that a minimum shadowing period of four days induction for foundation year 1 Learners starting their pre-registration year will be held before the commencement of their work duties.
- 12.32.3 The Placement Provider will inform all Learners of the name of their Educational Supervisor before the first day of their post.
- 12.32.4 The Placement Provider will sign off postgraduate Learners at the end of each foundation year in accordance with the process and guidance issued by NHS England from time to time.

Postgraduate Dental Education

12.33 The Placement Provider will co-operate with the dental postgraduate dean and comply with:

12.33.1 the provisions of the Dental Gold Guide or such document(s) that may replace them;

12.33.2 any relevant requirements and/or standards issued by the General Dental Council;

12.33.3 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

12.34 The Placement Provider acknowledges that quality management for dental postgraduate Learners 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.

Approval and Recognition of Trainers and Supervisors

12.35 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:

12.35.1 a database of all Clinical Educators within the Placement Provider's organisation shall be established and/or maintained by the Placement Provider. The line management and responsibility for the actions (or inactions) of a Clinical Educator will remain with the Placement Provider and subject to the Placement Provider's education governance processes This shall include a record of accreditation dates and recommendations made with regard to future developments.

12.35.2 the Placement Provider shall use all reasonable endeavours to ensure that Clinical Educators routinely seek individual feedback on their performance from postgraduate Learners. Clinical Educators are expected to use NHS England Multi-Source Feedback for Supervisors website or an equivalent validated feedback tool.

12.35.3 a process of portfolio-based accreditation/re-accreditation is established that:

12.35.3.1 the process will be developmental i.e. it must incorporate identification of needs for further development as an educator; and

12.35.3.2 the process will be linked to a review of results from the GMC trainee survey and NHS England NETS, and other quality data;

12.36 The Placement Provider, or primary care school, or training hub, as appropriate, shall select appropriate Clinical Educators subject to formal accreditation; and

- 12.37 prospective Clinical Educators 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 Clinical Educators as part of the quality management processes set out in this Schedule as required by NHS England;
- 12.37.1 the Placement Provider will institute and/or maintain and/or provide access to an ongoing Programme of faculty development to address the identified development needs of all its educators; and
- 12.37.2 the Placement Provider's Director of Medical Education (or nominated equivalent) will make formal recommendations on the numbers of programmed Services and/or sessions to be addressed in consultants' and/or GP job plans as a minimum of 0.25 PA per Learner supervised.
- 12.38 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 Lead Employer and/or other NHS England representatives on request. The Placement Provider will provide an annual return listing all Clinical Educators, their contact details, their accreditation and training. A standard reporting data set is provided by NHS England for this purpose and must be used.

Premises

- 12.39 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'.

Reporting

- 12.40 The Placement Provider acknowledges and agrees that it will prepare and submit reports to NHS England, as may be required by NHS England from time to time, and specifically an annual report.
- 12.41 The reports from the Placement Provider to NHS England will include statements on the Placement Provider's progress towards objectives and revision of objectives where appropriate, as well as the delivery against NHS England set Key Performance Indicators and business intelligence questions.
- 12.42 The Placement Provider acknowledges and agrees that reports shall be submitted to NHS England in accordance with agreed arrangements.
- 12.43 The Placement Provider will respond to any relevant local, national or NHS England and GMC led surveys and will encourage all postgraduate Learners and Trainers to respond to relevant national surveys conducted by the GMC.

Escalation

12.44 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:

12.44.1 if no resolution is achieved within thirty (30) days the matter(s) may be escalated to the postgraduate dean and the Placement Provider's Medical Director or Director of Medical Education, as appropriate; and

12.44.2 if, again no resolution is achieved within thirty (30) days the matter(s) may be escalated to the of Education, Quality and Medical Director (NHS England) and Quality and the Placement Provider's Chief Executive Officer; and

12.44.3 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 the NHS Education Funding Agreement.

Income Generation

12.45 The Placement Provider may utilise resources funded via the educational and training contract for the purposes of providing NHS England Learners for a number of junior doctors within a geographical area. If these Services generate surplus income, it must be used to enhance local healthcare training provisions and not used for any other purpose.

12.46 All financial transactions associated with such activity must be managed via the Placement Provider's finance directorate and recorded as per the NHS Education Funding Agreement.

Training Posts Funded by the Placement Provider

12.47 If the Placement Provider has training posts that are not funded under this Schedule but accepted for training by NHS England, 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.

Public Health

12.48 Funding for Learners in public health is not included in this Schedule and is addressed under separate arrangements.

Changes to Funding

12.49 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.

- 12.50 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, in line with frameworks set by relevant Regulators and NHS England may suspend training in postgraduate medical and dental posts and withdraw Funding.
- 12.51 The Placement Provider acknowledges and agrees that in the event of confirmation of loss of educational approval for training from the GMC or NHS England in accordance with 'the recruitment of doctors and dentists in training', (HSC 1998/229), NHS England, will provide a minimum of three (3) months' written notice before removal of Funding for any relevant posts.
- 12.52 The Placement Provider acknowledges and agrees that where increases to the establishment of training grade doctors and dentists are sought, NHS England will inform the Placement Provider in writing of any Funding that could 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.

13 APPRENTICESHIPS

- 13.1 This section 13 applies only to Providers who receive funding for Apprenticeships from NHS England under this agreement.
- 13.2 The Provider shall be required to comply with any monitoring requirements specified by NHS England or Government.
- 13.3 The Provider should make NHS England aware of any Regulator outcomes that would impact on the continuation of apprenticeship programme and learners; where such outcomes would impact funding specific to NHS England programme grants or funding.
- 13.4 The Provider should complete the data collections for all apprenticeships, as per Schedule 5.
- 13.5 Services Funded for Apprenticeships are detailed in Schedule 2.

14 EDUCATION SUPPORT

- 14.1 For the purpose of this paragraph 14 the following definitions shall apply:
- 14.1.1 **Individual:** a suitable qualified, trained and competent Placement Provider employee.
- 14.1.2 **Management Issues:** all those matters under the Individuals contract of employment with the Placement Provider requiring action, investigation and/or decisions by the Placement Provider including in

particular (by way of illustration only and without limitation) appraisals and performance issues; pay reviews and the award of other payments and benefits; periods of annual, sick or other leave; absence of the Individuals for any other reason; any complaint or grievance raised by the Individual (whether or not that would be dealt with under the Placement Provider's grievance procedure).

- 14.1.3 **Secondment Agreement:** the form of secondment agreement to be entered into by an Individual with NHS England which NHS England shall provide as set out in Schedule 7.
- 14.2 The Placement Provider will provide the services of employed individuals to carry out faculty support services to NHS England as detailed in this Schedule 1 through an appropriate Change Control Note ("**Individuals**").
- 14.3 NHS England may select any appropriate Individual for this service and will notify the Placement Provider in writing of the Individual(s) it selects. For the avoidance of doubt, such faculty support services do not constitute an employment relationship between the Individual and NHS England.
- 14.4 If the Individual is held to be employed by NHS England at any time during the period of a Secondment Agreement then NHS England may dismiss the Individual and the Placement Provider shall offer the Individual employment on the terms that applied immediately before that dismissal.
- 14.5 The Placement Provider will procure that each Individual selected by NHS England enters into a Secondment Agreement with NHS England.
- 14.6 NHS England shall have day-to-day control of the Individual's Services when providing the faculty support services but as soon as reasonably practicable shall refer any Management Issues concerning the Individuals that come to its attention to the Employment Provider as the employer of the Individuals.
- 14.7 Where faculty support services are included in this Schedule 1, NHS England shall include in Schedule 2 a contribution cost to the Placement Provider for the Services provided by the Individuals as part of the Funding.
- 14.8 Where an Individual is unavailable to provide the faculty support services for a period longer than 20 working days (pro rata for a part-time Individuals), NHS England may terminate or, in the case of maternity, paternity or other similar statutory leave, suspend the Individual's appointment. Unless the Parties have agreed an appropriate interim replacement appointment, termination or suspension of the Individual's appointment will result in the termination or suspension of NHS England's obligation to pay the contribution costs set out in Schedule 2 for the Individual.
- 14.9 Where one or more Secondment Agreements are entered into, the Placement Provider shall:
- 14.9.1 ensure that any such services provided by an Individual are factored into their job plan as appropriate;

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- 14.9.2 make the necessary changes to the terms of the Individuals' contract of employment with the Placement Provider so that they can provide the secondary care faculty support services in accordance with the terms of this agreement;
 - 14.9.3 continue to pay the Individual's salary and benefits, make any payments to third parties in relation to the Individual and make any deductions that it is required to make from the Individual's salary and other payments;
 - 14.9.4 retain agreed overall management obligations and deal with any Management Issues concerning the Individuals and liability for the Individuals in providing these services;
 - 14.9.5 ensure that the individuals continue to be eligible for sick pay, holiday pay and any absence entitlements in accordance with their contract of employment with the Placement Provider and shall remain subject to the Placement Provider 's approval and notification procedures;
 - 14.9.6 consult with NHS England before approving any holiday request made by the individuals that materially affect the provision of the secondary care faculty support services;
 - 14.9.7 indemnify NHS England fully and keep NHS England indemnified fully at all times against any claim or demand by the Individual arising out of their employment with the Placement Provider or its termination during the provision of the secondary care faculty support services (except for any claim relating to any act or omission of NHS England or its employees or agent);
 - 14.9.8 ensure that the Individual has the right to work in the United Kingdom and that identity and right to work checks have been completed for the Individual;
 - 14.9.9 inform NHS England should the Placement Provider become aware that the Individual does not or may not have the right to work in the UK;
 - 14.9.10 ensure that any necessary professional registration for the Individual is up to date and to provide evidence on NHS England's request; and
 - 14.9.11 inform NHS England should the Placement Provider become aware that any professional registration required by the Individual to perform the faculty support services has lapsed, may lapse or is or may become subject to warnings or conditions. The Placement Provider will indemnify NHS England in circumstances where this arises.
- 14.10 Both parties shall inform the other as soon as reasonably practicable of any other significant matter that may arise during the provision of the faculty support services relating to the Individual or their employment.

- 14.11 Where the Placement Provider is a member of a Clinical Negligence Scheme managed by NHS Resolution or any successor organisation which covers any alleged negligence by the Individual during the Secondment, the Placement Provider will use its cover under that scheme in respect of any claim for alleged negligence by the Individual covered by the scheme.
- 14.12 The Placement Provider shall be responsible for consulting with the Individual and will be responsible for all associated costs if the individual's substantive post becomes redundant or the termination or expiry the role with NHS England results directly or indirectly in redundancy situation with the Placement Provider.
- 14.13 The Placement Provider shall use its reasonable endeavours to procure that the Individual shall notify NHS England if the Individual identifies any actual or potential conflict of interest between the NHS England, the Individual and/or the Placement Provider during the provision of the secondary care faculty support services.

15 PHARMACY EDUCATION AND TRAINING SERVICES

- 15.1 Sections 15 is applicable where the Placement Provider provides Education and Training to pharmacy learners.
- 15.2 The Parties acknowledge the principle that education, training and learning are integral to the delivery of the core business of the Placement Providers and to ensure the provision of high-quality teaching and supervision.
- 15.3 The Placement Provider has obligations to provide resources, to supervise and to monitor learners to which Funding relates. Accordingly, the provision of pharmacy education requires a collaborative approach between the Education Provider, Placement Provider and NHS England.
- 15.4 This section sets out the obligations of NHS England in respect of pharmacy education funding and the obligations of the Placement Provider in respect of the provision of pharmacy education funded by NHS England.

16 MASTER OF PHARMACY (MPHARM)

- 16.1 This section sets out the assurance that the provision of placements for Master of Pharmacy (MPharm) learners meets the key eligibility requirements and payment mechanism for clinical placement activity in accordance with DHSC Education Tariff guidance, and quality requirements set out in this agreement, with reference to the NHS England Education Quality Framework.
- 16.2 The Placement Provider is expected to meet eligibility requirements for clinical placement provision to attract clinical tariff as described in the relevant DHSC guidance on healthcare education and training tariff (updated annually)
- 16.3 The Clinical tariff will be paid to the Placement Provider providing clinical placements for MPharm learners in accordance with DHSC Education Tariff guidance.

- 16.4 The Education Provider is responsible for liaising with the Placement Provider providing placements to agree the number of MPharm learners being placed, the duration and timing of placements.
- 16.5 The Education Provider and Placement Provider will require a separate agreement to cover all essential and statutory requirements to support the Services of the MPharm learner while on clinical placement. The agreement is expected to cover mandatory training, occupational health, indemnity, and Services that the MPharm learner will be expected to participate in while on clinical placement. The parties have an option to use the standard Placement Template published as part of the guidance to this agreement.
- 16.6 Upon completion of MPharm learners' clinical placements, the Education Provider is required to provide data to NHS England on the volume of placement activity completed by MPharm learners within Placement Provider's premises. This data will be collected via the NHS England Student Data Collection Tool, and payments will be made to the Placement Provider on the basis of this. Where Placement Provider organisations have activity within four or more regions of NHS England, this data may be collated via a national data set within the NHS England Student Data Collection Tool, which may be used to make a single national payment to the Placement Provider Organisation. Placement Providers may be required to validate data within the Student Data Collection Tool prior to payment being made.

Clinical Supervision Expectation For Mpharm Learners

- 16.7 A clinical/practice supervisor for MPharm learners on clinical placement provides clinical supervision, which is to ensure that trainees only carry out tasks that they are competent to participate in, or are learning under supervision to be competent, so that patient safety is protected at all times.
- 16.8 In relation to clinical supervision, the Placement Provider will ensure that:
- 16.9 All MPharm learners on clinical placement will have clinical supervision at all times, appropriate to the level of activity that the MPharm learner is participating in.
- 16.10 Clinical/practice supervisors understand the learning outcomes and objectives to be completed within the MPharm learner's placement, as described by and agreed with the Education Provider.
- 16.11 Clinical/practice supervisors understand the requirements of their role and are adequately trained.

Education Supervision Expectation For Mpharm Learners

- 16.12 An Educational Supervisor supports MPharm learners to participate in appropriate Services on placement that meet the learning outcomes and provide educational and academic support including but not limited to providing assessment of and feedback to the MPharm learner. An Education Supervisor can also provide clinical supervision.

16.13 In relation to Educational Supervision, the practice Placement Provider will ensure that the Educational Supervisor:

16.14 Has appropriate knowledge, skills, and experience to fulfil the role.

- a) Has received appropriate training
- b) Establishes a learning plan for MPharm learners on placements in agreement with the Education Provider
- c) Supports assessments of MPharm learners on placement in agreement with the Education Provider
- d) Meets regularly with their MPharm learners, to ensure regular feedback is provided and to review progress and discuss concerns
- e) Ensures that appropriate clinical supervision is in place during the placement
- f) Reports any concerns relating to the MPharm learner's capability or conduct to the Education Provider

Quality & Monitoring

16.15 Schedule 3 of the NHS Education Funding Agreement details Quality and Contract Performance expectation including quality monitoring of the training environment.

Funding Scheme

16.16 The Placement Provider will be reimbursed for clinical tariff plus the appropriate Market Force Factor uplift (according to region of placement activity). In line with the data submitted by Education Provider into the NHS England Student Data Collection Tool.

17 PROVISION OF FOUNDATION TRAINEE PHARMACIST (FTP) TRAINING (NHS TRUSTS ONLY)

17.1 This section sets out the required assurance that the Provision of learning sites for foundation trainee pharmacists meets the key quality requirements, and the payment mechanisms for the Training Grant (paid by NHS England in accordance with the Drug Tariff for community pharmacy) and the Training Contribution (paid in accordance with the NHS Education Funding Guide for the NHS managed sector organisations) up to and including the 24/25 training year.

17.2 The Placement Provider is the employer of the foundation trainee pharmacist during their foundation training period.

17.3 The foundation training period is typically a 12-month period of employment supporting a 52 week training period, but this may vary depending on circumstances, including where a trainee is employed less than full time, and where the foundation trainee is placed on two shorter placements as part of the University of Bradford 'sandwich' MPharm.

- 17.4 The Provision is to ensure that NHS England-commissioned foundation trainee pharmacists (previously known as pre-registration pharmacists) receive the highest possible quality of training and experience during their foundation training period to register as a pharmacist with the General Pharmaceutical Council (GPhC). The provision also supports the requirement that the best use is made of financial resources provided by NHS England.
- 17.5 The Placement Provider is expected to meet eligibility requirements to support employed foundation trainee pharmacists, to attract the Training Grant (community pharmacy) or Training Contribution (NHS managed sector) as described in the relevant guidance issued by NHS England via the Oriel National Recruitment Scheme (NRS) guidance, where foundation trainee pharmacists are recruited via this route.
- 17.6 The Placement Provider is required to meet the GPhC requirements for hosting a foundation trainee pharmacist.
- 17.7 Placement providers recruiting via Oriel/NRS are required to enter details of their foundation training posts according to the timescales and processes set out within the Oriel/NRS guidance. Prospective foundation trainee pharmacists will apply, and be allocated to, training posts via the NRS system. Successful allocation of a foundation trainee pharmacist to a Provider via Oriel/NRS will result in eligibility.
- 17.8 Up to and including the 2024/25 training year, community pharmacy Placement Providers (employers) may recruit a foundation trainee pharmacist outside of the Oriel /NRS, which will also result in eligibility, with the exception of where the community pharmacy placement provider is participating in the NHS England WT&E foundation trainee pharmacist in general practice programme, in which case that training post must be recruited via Oriel/NRS.
- 17.9 Up to and including the 24/25 training year, where a general practice placement provider is participating in the NHS England WT&E foundation trainee pharmacist in general practice programme for provision of a clinical placement, and where that foundation trainee pharmacist is recruited via Oriel/NRS, the general practice placement provider will be eligible to receive a £7,500 per 52 weeks pro-rated payment for a 13 or 26 week clinical placement period for a foundation trainee pharmacist based primarily within a NHS managed sector or community pharmacy organisation.

Designated Supervisor Expectation For Foundation Trainee Pharmacists

- 17.10 The Placement Provider will assign each foundation trainee pharmacist a designated supervisor (pre-reg tutor) in accordance with GPhC requirements. The foundation trainee pharmacist will be made aware of the designated supervisor prior to or on the commencement of their foundation training at the placement Provider.
- 17.11 The designated supervisor will be responsible for co-ordinating the supervision (including clinical supervision), overseeing the progress of, and assessing the foundation trainee pharmacist.

17.12 The designated supervisor must be a pharmacist.

17.13 Designated supervisors are trained in supervising, and undertake continuous professional development to maintain these skills.

17.14 Foundation trainee pharmacists must continue to have support from their designated supervisor when attending organised external rotations to third party organisations e.g. as part of joint posts.

17.15 Designated supervisors will:

- a) Have the appropriate knowledge, skills, and experience to fulfil the role of according to the requirements of the regulator and NHS England.
- b) Be appropriately trained according to the requirements of the regulator and NHS England.
- c) Ensure that they use a fair and reliable assessment system for assessing foundation trainee pharmacists during the training year.
- d) Ensure foundation trainee pharmacists are given opportunities to meet GPhC Learning Outcomes.
- e) Help foundation trainee pharmacists to apply their learning.
- f) Train and develop the foundation trainee pharmacist in the workplace to achieve the knowledge, skills, attributes, and level of competence required of a newly registered pharmacist.
- g) Provide general support to foundation trainee pharmacists.
- h) Meet with the foundation trainee pharmacist at least once every two weeks, to ensure regular feedback is provided and to review progress, discuss concerns and conduct required assessment. Where planned or unplanned absence prevents this, the designated supervisor ensures that appropriate alternative arrangements are made.
- i) Ensure feedback on foundation trainee pharmacist progress is received from relevant sections of the pharmacy organisation before formal review points.
- j) Discuss and escalate any concerns or issues relating to the progress of a trainee in a timely manner so that appropriate action can be taken.
- k) Ensure that all foundation trainee pharmacists have clinical supervision at all times, appropriate to the level of activity that the foundation trainee pharmacist is participating in.

Clinical/ Practice Supervision Expectation For Foundation Trainee Pharmacists

- 17.16 All foundation trainee pharmacists will have clinical supervision at all times, appropriate to the level of activity that the foundation trainee pharmacist is participating in.
- 17.17 Clinical/practice supervisors understand the requirements of their role and are adequately trained.
- 17.18 The Placement Provider will provide clinical/practice supervisors and those involved with foundation trainee pharmacist training with a copy of a training programme plan at the start of the training year.
- 17.19 Clinical/practice supervisors must ensure that foundation trainee pharmacists only carry out tasks at which they are competent, or are learning under supervision to be competent, so that patient safety is not compromised.

Study Time

- 17.20 All foundation trainee pharmacists are provided with regular dedicated time for development. This could include but is not restricted to, local study days, intra- and interprofessional development opportunities, shadowing, e-learning and reflection.
- 17.21 Foundation trainee pharmacists will be released to training events, formative and summative assessments
- 17.22 Foundation trainee pharmacists will attend courses or assessment days provided where applicable, unless prevented from doing so by sickness or other exceptional circumstances.

Appropriate Rotations

- 17.23 The Designated Supervisor will ensure that the organisation's foundation trainee pharmacist training programme meets the requirements of GPhC and there is an appropriate training programme plan in place for the duration of the foundation trainee pharmacists' foundation training.
- 17.24 There is a written placement agreement in place for when trainees attend external rotations to third party organisations, which clarifies the liabilities of all parties.

Additional Trainee Support

- 17.25 The placement Provider will notify NHS England within 2 weeks of any change in circumstances which could affect a foundation trainee pharmacist's completion of their foundation training via the agreed process e.g., prolonged absence.
- 17.26 The placement Provider will report any concerns through the agreed process that may impact on a foundation trainee pharmacist completing their education programme or registration requirements within the usual timeframe.

17.27 The placement Provider will report foundation trainee pharmacists that have an extended absence from work and require a break in programme e.g., maternity leave or long-term sickness absence.

Reporting

17.28 The Placement Provider will notify NHS England within 2 weeks of the following changes of trainees who:

- a) do not commence their training.
- b) commence their training later than expected.
- c) leave their employment before completing their training.
- d) are considered to be unsatisfactory in terms of their progress and/or performance at the 13, 26 and/or 39-week GPhC progress reviews.
- e) do not complete their training because they fail to reach competence.
- f) are not entered for the GPhC registration assessment.
- g) require adjustments to their training e.g., less than full-time training.
- h) have absence during their training in excess of that defined by the GPhC.

Quality Processes

17.29 The Placement Provider will engage with and be actively involved in quality visits organised by NHS England.

17.30 The Placement Provider will act on recommendations and actions resulting from quality visits, benchmarking results and monitoring by NHS England.

17.31 Schedule 3 of the NHS Education Funding Agreement details Quality and Contract Performance including quality monitoring of the training environment.

Funding Scheme

17.32 The placement Provider will be reimbursed by NHS England a contribution to training which will be paid according to the agreed schedule of the BSA (for community pharmacy) or the NHS England Funding Guide and associated regional agreements for funding (for the NHS managed sector). NHS England will reimburse the placement provider at a rate agreed annually and set out in accordance to Schedule 2, covering a period of 52 weeks, and aligned to correspondence previously provided by NHS England confirming the commission of foundation trainee pharmacist(s) (previously known as pre-registration pharmacists).

17.33 Funding will be discontinued in advance of 52 weeks if a foundation trainee pharmacist is no longer in receipt of their salary due to dismissal, resignation, or extended leave. In the event of the placement provider being unable to deliver the training to the required standard thereby resulting in an individual foundation trainee pharmacist being transferred to a different organisation,

NHS England will manage any changes and funding will be transferred to the new placement provider as necessary.

17.34 No other expenses, such as foundation trainee pharmacists' travel expenses, will be reimbursed to the employing placement Provider.

17.35 This provision will commence on the start date of each foundation trainee pharmacist and continue for a period of 52 weeks of full-time training.

17.36 The exception to this would be a foundation trainee pharmacist who in exceptional circumstances has an extension to training approved by NHS England.

18 PHARMACY TECHNICIAN PRE-REGISTRATION TRAINEE (PTPT) TRAINING (NHS TRUSTS ONLY)

18.1 This paragraph sets out the required assurance that the Provision of learning sites for pharmacy technician pre-registration trainees (PTPT hereafter) meets the key quality requirements, and the payment mechanisms for the Training Contribution (paid in accordance with the NHS Education Funding Guide).

18.2 The Placement Provider is the employer of the PTPT during their training period.

18.3 The training period is typically a 24-month period of employment, but this may vary depending on circumstances, including where a PTPT is employed less than full time.

18.4 The Provision is to ensure that NHS England-commissioned PTPTs receive the highest possible quality of training and experience during their training period to register as a pharmacy technician with the General Pharmaceutical Council (GPhC). The provision also supports the requirement that the best use is made of financial resources provided by NHS England.

18.5 The Placement Provider is expected to meet eligibility requirements to support employed PTPTs, to attract the Training Contribution as described in the NHS Education Funding Guide.

18.6 The Placement Provider is required to meet the GPhC requirements for hosting a PTPT.

18.7 Eligibility is determined by Placement Providers receiving confirmation from NHS England that they have funding approved for the Training Contribution for a PTPT, and the Placement Provider being able and agreeing to recruit and commence the employment of a PTPT within the required timescales stated as part of this confirmation.

18.8 Upon confirmation of funding, the Placement Provider is required to recruit a PTPT as an employee for the duration of the training period, within the required timescales.

- 18.9 The Placement Provider is required to identify an appropriate GPhC accredited PTPT training course for the recruited PTPT to be enrolled on, with a course start date that aligns with the commencement of PTPT employment.
- 18.10 Where a PTPT meets the UK government eligibility criteria for starting a PTPT apprenticeship, the placement provider will use an apprenticeship training pathway as the GPhC-accredited PTPT training course
- 18.11 The Placement Provider should/must use the NHS England WT&E procurement framework to identify and secure an apprenticeship training course for the PTPT.

Educational Supervisor Expectation For PTPTS

- 18.12 The Placement Provider will assign each PTPT an Educational Supervisor in accordance with Education Provider. The PTPT will be made aware of the designated Educational Supervisor prior to or on the commencement of their training at the placement Provider.
- 18.13 The Educational Supervisor will be responsible for co-ordinating the supervision (including clinical supervision), overseeing the progress of, and assessing the PTPT in line with the requirements of the Education Provider.
- 18.14 The Educational Supervisor must be a pharmacist or pharmacy technician
- 18.15 Educational Supervisors are trained in supervising, and undertake continuous professional development to maintain these skills.
- 18.16 PTPTs must continue to have support from their educational supervisor when attending organised external rotations to third party organisations e.g. as part of joint posts.
- 18.17 Educational Supervisors will:
- l) Have the appropriate knowledge, skills, and experience to fulfil the role of according to the requirements of the regulator, NHS England and the Education Provider.
 - m) Be appropriately trained according to the requirements of the regulator, NHS England and the Education Provider.
 - n) Ensure that they use a fair and reliable assessment system for assessing PTPTs during the training period, in line with the requirements of the Education Provider.
 - o) Ensure PTPTs are given opportunities to meet GPhC Learning Outcomes.
 - p) Help PTPTs to apply their learning.
 - q) Train and develop the PTPT in the workplace to achieve the knowledge, skills, attributes, and level of competence required of a newly registered pharmacy technician.

- r) Provide general support to PTPTs.
- s) Meet with the PTPT at least once every two weeks, to ensure regular feedback is provided and to review progress, discuss concerns and conduct required assessment. Where planned or unplanned absence prevents this, the educational supervisor ensures that appropriate alternative arrangements are made.
- t) Ensure feedback on PTPT progress is received from relevant sections of the pharmacy organisation before formal review points.
- u) Discuss and escalate any concerns or issues relating to the progress of a PTPT in a timely manner so that appropriate action can be taken.
- v) Ensure that all PTPTs have clinical supervision at all times, appropriate to the level of activity that the PTPT is participating in.

Clinical/ Practice Supervision Expectation For PTPTS

- 18.18 All PTPTs will have clinical supervision at all times, appropriate to the level of activity that the foundation trainee pharmacist is participating in.
- 18.19 Clinical/practice supervisors understand the requirements of their role and are adequately trained.
- 18.20 The Placement Provider will provide clinical/practice supervisors and those involved with PTPT training with a copy of a training programme plan at the start of the training.
- 18.21 Clinical/practice supervisors must ensure that PTPTs only carry out tasks at which they are competent, or are learning under supervision to be competent, so that patient safety is not compromised.

Study Time

- 18.22 All PTPTs are provided with regular dedicated time for development. This could include but is not restricted to, PTPT training course study days, local study days, intra- and interprofessional development opportunities, shadowing, e-learning and reflection.
- 18.23 PTPTs will be released to training events, formative and summative assessments
- 18.24 PTPTs will attend courses or assessment days provided where applicable, unless prevented from doing so by sickness or other exceptional circumstances.

Appropriate Rotations

- 18.25 The Educational Supervisor will ensure that the organisation's PTPT training programme meets the requirements of the Education Provider and there is an appropriate training programme plan in place for the duration of the PTPTs training.

18.26 There is a written placement agreement in place for when PTPTs attend external rotations to third party organisations, which clarifies the liabilities of all parties.

Additional Trainee Support

18.27 The Placement Provider will notify NHS England within 2 weeks of any change in circumstances which could affect a PTPT's completion of their training via the agreed process e.g., prolonged absence.

18.28 The Placement Provider will report any concerns through the agreed process that may impact on a PTPT completing their education programme or registration requirements within the usual timeframe.

18.29 The Placement Provider will report PTPTs that have an extended absence from work and require a break in programme e.g., maternity leave or long-term sickness absence.

Reporting

18.30 The Placement Provider will notify NHS England within 2 weeks of the following changes of PTPTs who:

- i) do not commence their training.
- j) commence their training later than expected.
- k) leave their employment before completing their training.
- l) are considered to be unsatisfactory in terms of their progress and/or performance at set education programme progress reviews.
- m) do not complete their training because they fail to reach competence.
- n) require adjustments to their training e.g., less than full-time training.
- o) have absence during their training in excess of that defined by the GPhC.

Quality Processes

18.31 The Placement Provider will engage with and be actively involved in quality visits organised by NHS England .

18.32 The Placement Provider will act on recommendations and actions resulting from quality visits, benchmarking results and monitoring by NHS England.

18.33 Schedule 3 of the NHS Education Funding Agreement details Quality and Contract Performance including quality monitoring of the training environment.

Funding Scheme

18.34 The Placement Provider will be reimbursed by NHS England a contribution to training which will be paid according to the NHS England Funding Guide and associated regional agreements for funding (for the NHS managed sector).

NHS England will reimburse the Placement Provider at a rate agreed annually and set out in accordance to Schedule 2, covering a period of 24 months, and aligned to correspondence previously provided by NHS England confirming the commission of PTPTs.

- 18.35 Funding will be discontinued in advance if a PTPT is no longer in receipt of their salary due to dismissal, resignation, or extended leave. In the event of the Placement Provider being unable to deliver the training to the required standard thereby resulting in an individual PTPT being transferred to a different organisation, NHS England will manage any changes and funding will be transferred to the new placement provider as necessary.
- 18.36 No other expenses, such as education course fees, PTPT's travel expenses, will be reimbursed to the employing placement Provider.
- 18.37 This provision will commence on the start date of each PTPT and continue for a period of 24 months of full-time training. The exception to this would be a PTPT who in exceptional circumstances has an extension to training approved by NHS England.

19 EDUCATIONAL SUPERVISION FOR THE NEWLY QUALIFIED PHARMACIST PROGRAMME (NHS TRUSTS ONLY)

- 19.1 The Newly Qualified Pharmacist Programme (NQP) supports (registered) newly qualified pharmacists to develop their knowledge and skills in practice, with associated funding for 12 months duration of Educational Supervision within their employing organisation. NHS England separately provide access to an e-portfolio, professional framework and learning materials.
- 19.2 The Placement Provider is the employer of a newly qualified pharmacist that has enrolled on the Newly Qualified Pharmacist Programme, and where that placement provider has an internal newly qualified pharmacist support programme that has been approved by NHS England WT&E as appropriate.
- 19.3 Eligibility is determined by a Placement Provider that employs a newly qualified pharmacist, has an internally newly qualified pharmacist support programme that has been approved by NHS England WT&E, and has identified the newly qualified pharmacist to the NHS England WT&E regional team for newly qualified pharmacists in the NHS Managed Sector, and the NHS England WT&E National Pharmacy Team for newly qualified pharmacists in the community pharmacy sector
- 19.4 Where a newly qualified pharmacist is within a community pharmacy placement provider that does not have an internal newly qualified pharmacist support programme that has been approved by NHS England WT&E, Educational Supervision support will be provided by another route (Centre for Pharmacy Postgraduate Education).

Educational Supervision Expectation

- 19.5 The role of an Educational Supervisor is to support pharmacists on the NQP to participate in appropriate Services that meet the learning outcomes of the programme and provide educational support including but not limited to providing assessment and feedback to the pharmacist.
- 19.6 In relation to Educational Supervision, the pharmacy organisation will ensure that the NQP Educational Supervisor:
- 19.6.1 has appropriate knowledge, skills, and experience to fulfil the role;
 - 19.6.2 has received appropriate training;
 - 19.6.3 supports the pharmacists to develop a learning plan in relation to the NQP pathway;
 - 19.6.4 supports practice-based observations / assessments;
 - 19.6.5 meets regularly with the NQP pharmacist, to ensure regular feedback is provided and to review progress and discuss concerns;
 - 19.6.6 ensures that appropriate clinical supervision where needed;
 - 19.6.7 has appropriate knowledge, skills, and experience to fulfil the role;
 - 19.6.8 has received appropriate training;
 - 19.6.9 supports the pharmacists to develop a learning plan in relation to the NQP pathway;
 - 19.6.10 supports practice-based observations / assessments;
 - 19.6.11 meets regularly with the NQP pharmacist, to ensure regular feedback is provided and to review progress and discuss concerns; and
 - 19.6.12 ensures that appropriate clinical supervision where needed.

Quality & Monitoring

- 19.7 Schedule 3 of the NHS Education Funding Agreement details Quality and Contract Performance expectation including quality monitoring of the training environment.

Funding Scheme

- 19.8 A placement provider that meets the eligibility criteria will be reimbursed by NHS England a contribution to Educational Supervision as set out in Schedule 2, as a single, non-current payment to provide Educational Supervision for a period of 12 months.

20 **PROVISION OF DOCTOR'S TRAINING IN GENERAL PRACTICE**

20.1 In this Section the following definitions shall apply in addition to (or, where applicable, in substitution for) the definitions in clause 1 of the NHS Education Funding Agreement:

Associated Payments: means Educational Supervisor Payments and/or Trainer CPD Payments.

Doctor: a postgraduate Doctor in training.

Educational Supervisor Payments: payments payable by NHS England to the Placement Provider for providing Educational Supervisors to Doctors who are not in a Placement with the Placement Provider;

Guidance: any applicable health or social care guidance, guidelines, direction or determination, framework, code of practice, standard or requirement to which the parties have a duty to have regard, to the extent that the same are published and publicly available. For the avoidance of doubt, this includes the latest version of the Curriculum for the foundation years in postgraduate education and training, the RCGP curriculum and RCGP WPBA Guidance, all as updated or superseded from time to time.

Lead Employing Organisation: the NHS organisation that is the employer of the Doctor.

Placement: the placement of Doctors with the Host Organisation in accordance with this Section.

Primary Care Network: a locally-established network of providers of general medical services.

RCGP: Royal College of General Practitioners.

Trainer CPD Payments: payments made by NHS England to the Placement Provider on the basis the Placement Provider has been approved as a training provider by NHS England and Educational Supervisors have been approved as trainers.

Training Grant: the training grant payable by NHS England to the Placement Provider for a placement of a Doctor.

WPBA: Workplace Based Assessment.

20.2 The purpose of this Section is to ensure the payment of a training grant and associated payments by NHS England to the Placement Provider for the provision of educational and training placements by the Placement Provider to postgraduate Doctor in training.

20.3 The Placement Provider may contract with NHS England for itself and/or on behalf of other training providers within its Primary Care Network.

Provision of Placements:

20.4 The Placement Provider shall:

- 20.4.1 Agree a General Practitioner to be the Named Clinical Supervisor for each Doctor. The Named Clinical Supervisor shall oversee the education of the Doctor and provide supervision, although this supervision may be shared with other doctors in the Placement Provider's practice;
- 20.4.2 Ensure that the Named Clinical Supervisor makes sufficient time available for the effective supervision of each Doctor in accordance with NHS England's recommendations, as notified from time to time. This should include taking an active role in the Doctor's appraisal process, including setting education objectives in a personal development plan and conducting assessments and reviews in line with the relevant Guidance.
- 20.4.3 Provide a consulting room to be used by each Doctor, which can be shared with other practitioners;
- 20.4.4 Ensure that a set of essential equipment is available for each Doctor to use;
- 20.4.5 Ensure that the Doctor has access to a senior colleague for help and advice at all times. There should be at least one senior colleague available at all times to the Doctor who is not a locum.
- 20.4.6 Ensure that the Doctor's timetable allows attendance at formal teaching sessions.
- 20.4.7 Ensure that the Guidance has been followed for carrying out home visits;
- 20.4.8 Ensure that the Doctor does not have unsupervised access to children until the results of the Lead Employer Organisation's checks with relevant authorities are confirmed and notified to the Placement Provider.
- 20.4.9 Alert the Educational Supervisor and relevant Foundation or GP Training Programme Director (as applicable) to any concerns about a Doctor's performance as soon as possible.
- 20.4.10 Adhere to the NHS England Education Quality Framework.
- 20.4.11 Ensure that the Named Clinical Supervisor attends relevant continuing professional development training for the role of Named Clinical Supervisor, in order to meet NHS England training requirements.
- 20.4.12 Ensure that the Placement Provider contributes to the monitoring of quality of training including the completion of relevant training surveys, including the National Education and Training Survey (NETS) and

national training surveys commissioned by the General Medical Council.

- 20.4.13 Inform NHS England of any investigation or outcomes and recommendations from any regulatory body regarding the Placement Provider or any practitioner involved in the supervision of the Doctor (including, but not limited to, any investigations by the Care Quality Commission, the General Medical Council and/or the Nursing and Midwifery Council) within one week of being notified of any relevant investigation, outcome or recommendation.
- 20.4.14 Practices that are part of a Primary Care Network may temporarily place the trainee at another practice within the PCN subject to the following conditions:
- 20.4.14.1 Ensure that where a Doctor is placed with another training provider within the Placement provider's Primary Care Network, that the other organisation has been approved as a training provider by NHS Education Funding Agreement.
- 20.4.14.2 Ensure that where a Doctor is placed with another training provider within the Placement provider's Primary Care Network, that the other organisation, such training provider undertakes to comply with the terms of the NHS Education Funding Agreement .
- 20.4.15 If a practice is not part of the Placement Provider's Primary Care Network, the Placement Provider may not place a trainee such a practice without permission from the Head of School or nominated deputy.

Monitoring and review

- 20.5 For the duration of this Contract, the Head of School for the Doctor will review Placements at appropriate intervals.

Payment of Training Grants and Associated Payments

- 20.6 In consideration for the provision of the Placements, NHS England shall pay the Placement Provider a Training Grant. The Training Grant will become payable to the Placement Provider when a Placement commences.
- 20.7 Where a Doctor is placed with another training provider with the Placement Provider's Primary Care Network, the Placement Provider shall pass payments for such placements to that training provider, if required.
- 20.8 In the event that a Placement commences but is not completed for any reason, including where the NHS Education Funding Agreement is terminated, NHSE shall make no further Training Grant payments to the Placement Provider with respect to that placement.
- 20.9 In the event that a Doctor being absence through sickness

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- 20.9.1 For short term sickness or where the Doctor is expected to return to the practice the Training Grant would continue to be paid.
- 20.9.2 For long term sickness or where the Doctor is not expected to return to the practice NHSE will terminate the placement under 20.9.
- 20.10 In the event that a Placement has not commenced, NHSE shall only pay the Placement Provider the Training Grant if less than 1 month's notice is provided to the Placement provider. Where the Training Grant is to be paid in instalments, NHSE will only pay the equivalent of 1 month's Training Grant payment if less than 1 month's notice is provided to the Placement Provider.
- 20.11 Where the Placement Provider provides Educational Supervisors to Doctors who are placed in a Placement outside of the Placement Provider, they will be eligible to receive Educational Supervisor Payments from NHS England. The details of this payment are managed outside of this Agreement at a local level.
- 20.12 In consideration for reaching the standard necessary to be an approved training provider and for each Educational Supervisor approved as a trainer, NHS England will pay the Placement Provider the Trainer CPD Payments on an annual basis. The details of this payment are managed outside of this Contract at a local level.

Additional Termination Provisions

- 20.13 Without affecting any other right or remedy available to it, NHS England may terminate this Service on giving notice to the Placement Provider at any time, including, but not limited to, for reasons of quality and/or safety concerns and a breakdown in relationship between the Doctor and the Clinical Supervisor.
- 20.14 NHS England may terminate the Placement of any individual Doctor with the Placement Provider, whether it has commenced or not, with immediate effect.