

# **MEMORANDUM OF UNDERSTANDING BETWEEN THE DEFENCE DEANERY AND HEALTH EDUCATION ENGLAND**

## **PARTICIPANTS**

1. The Secretary of State for Defence, Public Health, DMS Whittington, Lichfield, Staffs, WS14 9PY (the “Authority”).
2. Health Education England (HEE), Second Floor, Stewart House, 32 Russell Square, London, WC1B 5DN.

## **BACKGROUND**

3. The Defence Deanery on behalf of the Defence Medical Services (DMS) manages placement and training within the NHS for Military Speciality Trainees (MST) in Secondary Healthcare (SHC) training programmes.
4. This Memorandum of Understanding (MoU) is for the provision of General Medical Council (GMC) approved training programmes within the NHS. The Authority and HEE have agreed to work together to ensure provision of training and wish to record the basis on which they will collaborate with each other to meet this training requirement. This MoU sets out:
  - a. The key requirements of both Participants;
  - b. The respective roles and responsibilities the Participants will have as a result of this arrangement;
5. On average, 49 doctors are placed into SHC training programmes within the NHS each year.

## **REQUIREMENT**

HEE through their Local Teams are to oversee, monitor and authorise the run-through, core and higher professional medical training and continued professional development of MSTs.

6. HEE will:
  - a. Place MSTs in GMC-approved training programmes and confirm placements to the Defence Deanery SHC Training Manager annually by the Department of Health Code of Practice deadline;
  - b. Place Core Training (CT)<sup>1</sup>/Specialty Training (ST)<sup>1</sup> military trainees in a hospital attached to a Joint Hospital Group (JHG), Queen Alexandra Portsmouth, Frimley Park, Derriford Plymouth, Queen Elizabeth Birmingham and James Cook Middlesbrough. Where not possible HEE will liaise with the Defence Deanery SHC Training Manager to discuss and negotiate a suitable alternative;
  - c. Liaise with the relevant Defence Consultant Advisors (DCA)<sup>1</sup> regarding individual MSTs' training requirements before the start of and at any time during the training as required by either HEE or Defence Deanery;

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<sup>1</sup> DCA's are the closest military role to an NHS Training Programme Director (TPD).

- d. Provide education, training and general support to trainee MSTs placed in their GMC approved training programmes, to the same level as that received by their NHS counterparts in equivalent Training Programmes. This is to include any mandatory training offered to NHS counterparts at no additional cost to the Authority.

## **HEE RESPONSIBILITIES**

### **7. Where Trainees require support, HEE will:**

- a. Ensure that the Defence Deanery SHC Training Manager or Defence Dean is informed of all MSTs experiencing issues within 5 working days via telephone or e-mail. All issues are handled 'in house' by the Host Trust or HEE Local Team in accordance with existing Professional Support Unit (PSU) protocols and the support will be equivalent to that received by their NHS colleagues;
- b. Ensure that the Defence Deanery SHC Training Manager or Defence Dean are informed of all MSTs with serious concerns and if the GMC becomes involved within 24 hours via e-mail or telephone. All serious concerns will be reviewed by the Dean as the Authority to assess the degree of involvement that is required and take part in the management plan. The Authority or their representative is to be invited to all adverse outcome panels. A representative who was not on the original panel is to sit on any subsequent Appeal panels held by the NHS or Trust;
- c. In line with timelines for NHS colleagues, ensure that Host Trusts issue MSTs with the appropriate documentation such as host Honorary Contract, the necessary ID, access/log-in permissions and a rota at least 4 weeks before start of training and 4 weeks before they rotate to a different Trust during training;
- d. Ensure that all MSTs are, wherever possible, working to European Working Time Directives (EWTD)/Working Time Regulations (WTR) and are given the opportunity to opt-out, similarly to NHS colleagues. This is essential for those undertaking additional duties or for exceptional training opportunities;
- e. Ensure that Trusts understand that MSTs may be required to attend Military Duties for a small number of mandatory military events (as well as deployment, including training for this) each year. Such absences will be included in the maximum 14 days "Time out of Training" as directed by the GMC. As MSTs are on duty, Military Duties days will not be counted as "days off" for rota purposes. Days off in lieu will be provided and the duty/event will be considered for EWTD/WTR purposes when writing the rota;
- f. Support MSTs in complying with the requirement to complete the annual GMC national survey and internal trainee surveys as and when required by individual Trusts;
- g. Convene the Annual Review to Competence Progression (ARCP) panel and provide the Defence Deanery SHC Training Administrative Assistant with at least 3 months' notice of the date of the ARCP panel, to enable the Defence Deanery to arrange attendance, in person or via conference call, by a military Specialty specific Consultant or a Military Associate Dean;
- h. When reviewing Form R at ARCP, if Time Out of Training (TOOT) exceeds 14 days because of military mandated duties, the Completion of Training (CCT) will not be extended unless on review it is apparent that these duties have impacted on progress through that training year. Where all required competences have been met the CCT

will not be extended because of Military Mandated Duties. The Royal College of Emergency Medicine (RCEM) has supported Defence Emergency Medicine (EM) trainees being authorised UP to an extra 14 days TOOT per training year;

- i. Within 30 days of the ARCP, the HEE local team will electronically provide a copy of the ARCP outcome document to the SHC Training Administrative Assistant to enable the Defence Deanery to fulfil its responsibility to revalidate individual trainees;
- j. Following the cessation of exit reports, the HEE Local Team will follow live reporting protocols and inform the Authority and Defence Medical Academy Revalidation Lead of any Exception Reports via the annual ARCP process;
- k. Notify changes of hospital locations and where possible start and end dates to the SHC Training Administrative Assistant within one month of the move;
- l. Work with the Authority to manage Cross Boundary Postings (CBPs) directly. Ideally 6 months' notice will be given with 3 months' as a minimum to all Participants;
- m. Share relevant Quality Management information with the Authority following any required quality visit or inspection within a Local Team;
- n. Ensure Trust permits the wearing of smart military working dress uniform on wards where appropriate to the speciality;
- o. Ensure that all MSTs have access to the Guardian of Safe working in their relevant Trusts and can use the mechanism for exception reporting equivalent to NHS colleagues;
- p. Support the Authority in accessing MST on Intercollegiate Surgical Curriculum Project (ISCP) by maintenance of TPD Delegation permissions;
- q. Provide updates on Defence Deanery Quality Visit actions. These actions will be generated by exception as part of the report following an Authority visit. Written updates should be submitted within 3 months of receipt of the report from the Defence Medical Academy Quality Manager.

## **AUTHORITY RESPONSIBILITIES**

- 8. The MoD will:
  - a. Liaise with DMS DCA and HEE local team TPDs concerning training programmes;
  - b. Provide the MST with a Defence Deanery Learning Agreement following successful recruitment and at least 2 weeks before start of training;
  - c. Ensure that MSTs are aware of the need to give adequate notice of absence from training (for exams, annual leave), including when on Military Duties;
  - d. Provide the HEE Local Team with a current Form R parts A and B and CV prior to the start of CT1/ST1 and ST3/4 training by the annual Department of Health Code of Practice deadline;

- e. Accept that when an MST is in a Core, Run-through and Higher training programme, he/she will normally be expected to remain within that programme throughout their training;
- f. Provide as much notice as practicable about any proposed change in the training programme and where a CBP (Inter Deanery Transfer (IDT) for NHS doctors) is required from one HEE Local Team to another HEE Local Team or devolved nation, both the Authority and the HEE Local Teams will work together to facilitate the process in accordance with the Conference of Postgraduate Medical Deans (COPMeD) Dean to Dean arrangements agreed in Feb13. Ideally 6 months' notice will be given with 3 months as a minimum;
- g. Liaise with the nominated representatives of the HEE Local Team about current and planned movements of MSTs within 5 days of information being received;
- h. Confirm that MSTs placed within HEE Local Team Training Programmes will join in fully with those programmes alongside their NHS Specialty training colleagues and will be expected to undertake 'on-call' duties equivalent to their NHS colleagues;
- i. Process all Out of Programme Training (OOPT), Out of Programme Career Break (OOPC), Out of Programme Experience (OOPE) and Out of Programme Research (OOPR) applications. Ideally 6 months' notice will be given with 3 months minimum.

## **RESOURCES**

- 9. HEE and all local training teams will be responsible for all travel and subsistence in connection with the Authority Trainees.
- 10. HEE and the local training teams will be responsible for the supply of all equipment and supplies to fulfil the approved requirement.

## **QUALIFICATIONS**

- 11. HEE will ensure that all training places are staffed with trained personnel that have the appropriate knowledge and experience in order to deliver the training required as stated in the MoU.

## **DATA PROTECTION**

- 12. HEE will be responsible for the storage and safekeeping of any personal information supplied to them by the Authority and will comply with all relevant legislation in this respect (e.g. Data Protection Act 2018, General Data Protection Regulation (GDPR) 2018 and the Caldicott Principles). On occasion, the Authority may request, in writing, access to records.
- 13. The Participants to this MoU will:
  - a. Treat Confidential Information belonging to the other with the same degree of care that it uses for its own Confidential Information;
  - b. Not, without the prior consent of the other, disclose Confidential Information belonging to the other in whole or in part to any other person save those of its employees agents or sub-contractors involved in the provision or receipt of the Services who need to know the Confidential Information in question;

c. Use the Confidential Information belonging to the other solely in connection with the provision or receipt of the services and not for its own benefit or the benefit of any third party;

d. Make all relevant employees agents and sub-contractors aware of the confidentiality requirements of the Confidential Information belonging to the other.

## **PERFORMANCE/QUALITY INDICATORS**

14. Key Performance Indicators (KPIs) are listed at Annex A.

## **MoU REVIEW**

15. Discussion on issues and delivery of the MoU will form a standing agenda item at bi-annual COPMeD meetings between the Authority and HEE to ensure the smooth running and early resolution of any issues identified by either Participant to this MoU.

16. A full list of abbreviations can be found at Annex B.

## **COMMAND AND CONTROL**

17. All administrative, welfare and disciplinary issues are to be dealt with in line with Trust policy and the Authority informed within 24 hours of any issue or offence committed. The Authority via the single Service Chain of Command will deal with any offence that constitutes a breach of Service Law.

## **SECURITY**

18. The security and protection of military personnel remains a concern to the Authority. HEE will take every measure available to ensure that personal details of MoD personnel are not shared with unauthorised individuals. As appropriate, the Authority will advise the HEE of changes in security requirements.

## **FINANCE**

19. The over-arching financial principle of this arrangement will be cost-neutral, and the following points are accepted:

a. The MSTs will be financially supernumerary to the Trust, their salary funded by the Authority;

b. The Authority will not claim any repayment for the service delivery component of MST's training;

c. HEE local teams will not claim any repayment for educational costs or locum services for MSTs that are absent for any reason;

d. In exceptional circumstances where the Authority and HEE local teams accept that an MST experiencing difficulties requires additional local remedial services, the costs associated with this service, agreed prior to additional support being delivered, will be borne by the Authority.

## TRANSPARENCY

20. HEE understands that the Authority may publish Transparency Information to the general public regarding this arrangement if a Freedom of Information request is received. HEE will assist and co-operate with the Authority to enable the Authority to publish the Transparency Information.

21. Before publishing the Transparency Information to the general public in accordance with paragraph 20, the Authority will redact any Information that would be exempt from disclosure if it was the subject of a request for Information under the Freedom of Information Act 2000 or the Environmental Impact Regulations 2004.

22. The Authority may consult with HEE before redacting any Information from the Transparency Information in accordance with paragraph 21. HEE acknowledges and accepts that its representations on redactions during consultation may not be determinative and that the decision whether to redact Information is a matter in which the Authority will exercise its own discretion, subject always to the provisions of the Freedom of Information Act 2000 or the Environmental Impact Regulations 2004.

## CYBER SECURITY

23. The Authority has a duty to protect itself from Cyber threats. As an extension of the Government's Cyber Essentials Scheme, the Authority, working together with other Government Departments, has developed a more robust Cyber Security Model, under the umbrella of the Defence Cyber Protection Partnership (DCPP). All suppliers will have the cyber security controls specified in DEF Stan 05-138 (Cyber Security for Defence Suppliers), as appropriate to the cyber risk level specified in the arrangement.

24. HEE will use the cyber security controls specified above, as appropriate to the cyber risk level specified by the Authority.

25. The Authority has determined the level of risk as **very low** (Reference: **RAR-TVN93TCK**) as defined in DEF Stan 05-138. In order to do business with the Authority, HEE will have the cyber security controls required as shown in the above-mentioned Freedom of Information Act 2000.

## TERMINATION OF MoU

26. This MoU will commence on the date of signature by both Participants and will continue to have effect for an initial 2-year period. This MoU will be reviewed after this time by both Participants.

27. This MoU may be terminated by either Participant, by giving not less than 20 working days' notice in writing to the other Participant.

## VARIATION

28. Either Participant may request variations to this MoU which may be made by mutual arrangement, in writing.

## ESCALATION

29. If either Participant has any issues, concerns or complaints regarding the other Participant's actions, or any matter in this MoU, that Participant will notify the other

Participant and the Participants will then seek to resolve the issue by a process of consultation. If the issue cannot be resolved within 5 working days, the matter will be escalated to the review meeting detailed in 16 of this MoU.

## SETTLEMENT OF DISPUTES

30. Disputes between or among the Participants arising under or relating to this MoU will be resolved only by consultation between or among the Participants and will not be referred to a national court, to an international tribunal, or to any other person or entity for settlement.

Signed by [REDACTED]  
**for and on behalf of HEE**

[REDACTED]  
.....  
Job Title: Director of Education &  
Quality, National Medical Director

Signed by Air Vice-Marshal (AVM) [REDACTED]  
[REDACTED]  
**for and on behalf of THE  
SECRETARY OF STATE FOR  
DEFENCE**

[REDACTED]  
.....  
Job Title - Director Medical Personnel &  
Training

**Date**

24 November 2020.....

Annex:

- A: Key Performance Indicators
- B: Abbreviations

**Annex A to  
SHC HEE MoU  
Dated 24 Nov 20**

<b>SOR</b>	<b>PERFORMANCE INDICATOR</b>	<b>ACTION</b>	<b>OUTCOME MEASURE</b>	<b>BY WHOM</b>	<b>BY WHEN</b>
7a	Reporting of Issues	Inform SHC Training Manager or Defence Dean of all MSTs experiencing any issues	100%	HEE	Within 5 working days
7b	Reporting of serious concerns	Inform SHC Training Manager or Defence Dean of all MSTs experiencing serious concerns and if the GMC becomes involved within 24 hours	100%	HEE	Within 24 hours
7c	Documentation	Provide the necessary ID, access/log-in permissions and rota	100%	HEE	Within 4 weeks before start of training and rotation
7g	Convene the ARCP panel	Provide the Defence Deanery SHC Training Administrative Assistant with ARCP dates	100%	HEE	3 Months' notice
7i	ARCP outcome revalidation individual trainees' documentation	Provide an electronic copy of the ARCP outcome document to the SHC Training Administrative Assistant	100%	HEE	30 days following the ARCP date.
7q	Written updates	Written updates following receipt of the Defence Medical Academy Quality Manager Report	100%	HEE	Submitted within 3 months of receipt of the report



## **ABBREVIATIONS**

<b>ABBREVIATIONS</b>	<b>IN FULL</b>
ARCP	Annual Review to Competence Progression
CBP	Cross Boundary Posting
CCT	Completion of Training
COPMeD	Conference of Postgraduate Medical Deans
CT	Core Training
CV	Curriculum Vitae
DCA	Defence Consultant Advisor
DCPP	Defence Cyber Protection Partnership
DMS	Defence Medical Services (The Authority)
EM	Emergency Medicine
EWTD	European Working Time Directives
GDPR	General Data Protection Regulations
GMC	General Medical Council
HEE	Health Education England
ID	Identity Documents
IDT	Inter Deanery Transfer
ISCP	Surgical Curriculum Project
JHG	Joint Hospital Group
MoU	Memorandum of Understanding
MST	Military Speciality Trainees (MST)
NHS	National Health Service
OOPC	Out of Career Break
OOPE	Out of Programme Experience
OOPR	Out of Programme Research
OOPT	Out of Programme Training
PSU	Professional Support Units
RCEM	Royal College of Emergency Medicine
SHC	Secondary Healthcare
ST	Speciality Training
TOOT	Time Out of Training
TPD	Training Programme Director
WTR	Working Time Regulations