

SERVICE LEVEL AGREEMENT

1st October 2022- 30th September 2023

Between

Health Education England
North West

(The Authority)

And

North West Collaborative
Greater Manchester Mental Health
(The Education Provider)

For

Children and Young People's Improving Access to
Psychological Therapies (CYP IAPT)

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1 Form of Agreement

The Agreement is made on: **1 Sept 2022**

Between

Health Education England
(**“the Authority”**) of 3 Piccadilly Place, 3rd Floor,
Manchester, M1 3BN

and

Greater Manchester Mental Health – North West Collaborative
(**“the Education Provider”**) of Bury New Rd, Prestwich,
Manchester M25 3BL

Together referred to as **“the Parties”**

For: **Children’s and Young People’s Improving Access to Psychological Therapies (CYP IAPT)**

It is agreed that Sections One, Two and Three, together with Schedules One and Two, collectively form **“the Agreement”**.

SIGNATURE:

For the Authority:

Signature





Regional Education Management Lead, on behalf of
Health Education England

Date: 1st Sept 2022

For the Education Provider:

Signature XXXXXXXX

Full Name



Title or position held on behalf of the
Education Provider PTTC, GMMH

12 March 2023
Date:.....

Director of CYP

2 Definitions

Unless the context requires otherwise the following words and expressions shall have the meanings respectively assigned to them.

Agreement shall bear the meaning given to that term in Section 1 (Form of Agreement).

Authorised officers mean the representatives of each party to be the primary point of contact in all matters concerning the operation of the contract in accordance with the requirements set out in this agreement.

Authorised Officer for the Authority

Name: [REDACTED]

Title: Regional Director North West

Deputy Authorised Officer for the Authority

Name: [REDACTED]

Title: North West Education Management Lead

Authorised Officer for the Education Provider

Name: [REDACTED]

Title: CYP IAPT Lead

Authority means Health Education England

Force Majeure means any circumstances beyond the reasonable control of a Party or that Party's staff including, without limitation, any of the following events or circumstances:

- i. war, civil war (whether declared or undeclared), armed conflict, riot or acts of terrorism; or
- ii. nuclear contamination unless in any case the Party claiming the benefit of relief is the cause of the contamination; or
- iii. radioactive chemical or biological contamination (of the site of facilities from which the Services are provided) from any of the events referred to in sub-paragraphs i and ii to this definition;

iv. pressure waves caused by aircrafts or other aerial devices travelling at supersonic speeds,
which directly causes a Party to be unable to comply with all or a material part of its obligations under this Agreement.

NHS Act means the Health and Social Care Act 2012.

NHS Indemnity Schemes means the NHS Indemnity Schemes established or amended pursuant to Section 71, of the National Health Service Act 2006 by the Secretary of State for Health;

Party means either the Authority or the Education Provider (as appropriate) as identified in Section 1 of the Agreement and “**Parties**” shall be construed accordingly.

Education Provider means University of Northumbria at Newcastle

Quality Monitoring means the process of ensuring that the Services are delivered and developed in such a way as to meet the quality and performance requirements of the Authority as determined in Schedule 1.

Review Reporting means meetings between the Authority and the Education Provider to review the delivery of the Services by the Education Provider and any other issues that might arise in relation to this Agreement.

Services mean the services provided by the Education Provider and the associated quality, performance, reporting and policy requirements as determined in Schedule 1.

3 Terms and Conditions

3.1 Legal Status

- 3.1.1 Where this Agreement is made between two health service bodies (as defined in section 9(4) of the NHS Act), it shall constitute an NHS contract (as defined in section 9(1) of the NHS Act).
- 3.1.2 Where one or both of the Parties is not an NHS body, the Agreement shall constitute a legal contract.
- 3.1.3 In both circumstances described in clauses 3.1.1 and 3.1.2 above, the Agreement shall, for the avoidance of doubt, be binding, but a different dispute resolution process shall apply in each case, pursuant to clause [3.12] of the Agreement.

3.2 Duration

- 3.2.1 This Agreement is for the period from 1 January 2020 to 31 March 2020 after which it may be extended by written agreement between the Parties.

3.3 Entire Agreement

- 3.3.1 Except where expressly provided otherwise in this Agreement, this Agreement is effected by the signing of the Form of Agreement (at Clause 1) together with the documents that the Agreement refers to (as applicable) and shall constitute the entire agreement between the Parties in connection with its subject matter and this Agreement supersedes all prior representations, communications, negotiations and understandings whether written or oral concerning the subject matter of this Agreement.
- 3.3.2 In the event of any conflict between this Agreement and the documents referred to in this Agreement, the provisions of this Agreement shall prevail.

3.4 Services

- 3.4.1 The Education Provider shall deliver the Services and meet the stipulated quality and performance requirements to be delivered under this Agreement by the Education Provider in accordance with the provisions of this Agreement and in particular (but without limitation) Schedule 1.

3.5 Service Requirements

- 3.5.1 The Education Provider shall deliver the Services determined in Schedule 1 within the: performance levels, quality levels, reporting requirements, and policy requirements specified therein.

3.6 Responsibilities of the Authority

- 3.6.1 The Authority shall make payments in accordance with the requirements set out in Schedule 2.

3.7 Responsibilities of both Parties

- 3.7.1 The Parties shall attend Service Review Meetings if and when required to review the delivery of the Services by the Education Provider and any other issues that might arise in relation to this Agreement, including without limitation: performance; quality; reporting; budget management; pricing and payments; variation; and the day-to-day delivery of the Services in line with the requirements of the Authority

3.8 Pricing and Payments

- 3.8.1 Payments for the Services shall be made in accordance with the provisions set out in Schedule 2.

3.9 Variation and Change

- 3.9.1 The Parties may, by mutual agreement in writing, vary the terms of this Agreement. The Parties acknowledge that any variations to this Agreement will be dependent on the availability of funding and the specific requirements of the Authority. Where variations are proposed these will be discussed at a Service Review Meeting to be convened if required. The Authority will confirm any agreed changes within an agreed period subsequent to the meeting and the Education Provider will implement the changes as soon as reasonably practicable.

3.10 Termination

- 3.10.1 Neither Party to this agreement shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such non-performance is due to a Force Majeure Event.

3.11 Breach

- 3.11.1 In the event of a breach of this Agreement, without prejudice of the rights and remedies available to the aggrieved party or subject to section 3.10 of this agreement, the Authority may without ending the agreement in whole or in part, serve notice on the Education Provider to remedy the default within 30 days at no extra charge. If after 30 days, the Education Provider is unable to remedy the default the Authority is at liberty to terminate the SLA. A breach will occur where the Education Provider has failed to deliver the Services within the quality and performance parameters determined in Schedule 1.

3.12 Dispute Resolution

3.12.1 Both parties accept that it would be in their best interests for any disagreement to be resolved promptly. In the event of a dispute over the interpretation or application of a provision of this Agreement a senior officer from each of the Parties shall consider the issue and use reasonable endeavours to settle it. If the dispute is not resolved within 30 days, then the issue shall be referred to:

3.12.1.1 a single arbitrator to be agreed upon by the Parties or in default of an agreement within fourteen (14) days to be nominated by the President for the time being of the Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996. The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 and in accordance with such arbitration rules as the Parties may agree or, in default of an agreement, in accordance with the rules of London Courts of International Arbitration which rules are deemed to be incorporated by reference to this Clause 3.12. The decision of the arbitrator will be final and binding on the Parties.

3.13 Successors and Assigns

3.13.1 The Authority and the Education Provider hereby acknowledge and agree that this Agreement shall be binding on, and shall ensure to the benefit of, the Authority and the Education Provider and their respective successors in title and permitted transferors and assigns. In the case of the Authority, its successors shall include any party to whom the Authority (and/or such governmental or regulatory authority as may be involved), transfers the property, rights and liabilities of the Authority, upon the Authority ceasing to exist or upon its functions being altered, and references to Parties, shall be construed accordingly.

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

3.13.3 Neither Party may assign, transfer, sub-contract, or otherwise dispose of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other Party.

3.13.4 Should this Agreement be transferred in accordance with clause 3.13.3, then, without prejudice to clauses 3.13.1 and 3.13.2, both Parties shall enter into a deed of novation, as will the transferee, or such other document as the Authority may reasonably require to give effect to such transfer.

3.14 Risk Management

3.14.1 Both Parties shall work together to manage the risks relating to this Agreement and shall maintain appropriate systems for identifying, managing and mitigating risks. Should a risk be identified, the Party concerned shall bring it to the attention of the other Party at the Service Review Meeting next following. The Education Provider shall use best endeavours to mitigate any risk to the delivery of the Services in accordance with the terms of this Agreement, including without limitation with the quality monitoring requirements set out in Schedule 1.

3.15 Confidential Information

- 3.15.1 This Agreement and information provided or created pursuant to it shall be treated as confidential by both parties and their respective employees. Subject to legislation no details will be divulged to any third party without prior permission of the Parties' Authorised Officers.
- 3.15.2 Each Party shall at all times use its best endeavours to keep confidential, and ensure that its employees and agents keep confidential, any confidential information which it may acquire in relation to the business and affairs of the other Party. Neither Party shall disclose such information except with the express written consent of the other Party.
- 3.15.3 A disclosure by a Party in accordance with an Act of Parliament or legislation made under it, or in compliance with a court order or disclosure of any confidential information that is either already in the public domain or comes into the public domain for a reason other than a breach of this Agreement, shall not be an actionable breach of confidence.
- 3.15.4 Both Parties shall comply with Data Protection Act 2018 and any other applicable data protection legislation.
- 3.15.5 The obligations of each Party in respect of the confidential information referred to above shall continue without limit in point of time but shall cease to apply to any information that is put into the public domain otherwise than by a Party breaching its obligations.

3.16 Press Releases and Other Public Information

- 3.16.1 Unless otherwise agreed by the Authority, no disclosure, announcement, circular, advertisement or publication or any form of marketing or public relations exercise in connection with the subject matter or the terms of this Agreement or the existence of this Agreement and the Parties to it shall be made by or on behalf of the Education Provider without the written approval of the Authority (acting reasonably).

3.17 Freedom of Information

- 3.17.1 The Parties agree to comply with the Freedom of Information Act 2000 (the "FOIA") and any amendments thereto.
- 3.17.2 In the event that a Party to whom information is disclosed (the "Receiving Body") receives a request in accordance with Section 8(1) of the FOIA for information related to this Agreement that has been disclosed to it by the other Party (the "Disclosing Body"), the Receiving Body shall not disclose any information until it has consulted with the Disclosing Body.
- 3.17.3 The Receiving Body shall not disclose any information where, in the opinion of the Receiving Body, the information is subject to an exemption under the FOIA and where applicable it is not in the public interest to disclose the information.

3.18 Compliance with Law

- 3.18.1 Without limitation to the generality of 3.18.4, the Education Provider shall take all reasonable steps to secure that all servants, employees or agents of the Education Provider and all sub-contractors employed in the performance of this Agreement do not unlawfully discriminate nor bully, harass nor intimidate students/trainees or other staff members in connection with the

Services provided pursuant to this Agreement and the Education Provider shall have policies in place to prevent such bullying and/or harassment and/or intimidation.

3.18.2 Without limitation to the generality of 3.18.4, the Education Provider shall at all times comply with the Equality Act 2010 and any other relevant legislation relating to discrimination in the providing of the Services and the employment of employees for the purpose of providing the Services as well as any statutory duty on public authorities to promote equality and diversity and to prohibit discrimination in employment practices and in the exercise of public functions under the Equality Act 2010 or any associated legislation, pursuant to which the Education Provider has a positive duty to promote equality.

3.18.3 Without limitation to the generality of 3.18.4, the Education Provider shall ensure that the hours of work of students/trainees meet the requirements of the Working Time Regulations 1998 (as amended) and where the maximum weekly limit is exceeded, students/trainees bringing this to the attention of the Education Provider shall be given the opportunity to enter into any opt-out agreement. The Education Provider is expected to support flexible working in line with the NHS 'Improving Working Lives' standard.

3.18.4 The Education Provider shall otherwise comply with all applicable Law, statutes, statutory instruments, regulations and directions made thereunder and all guidance issued by the Department for Health, Monitor or other Regulatory Body (as appropriate) from time to time, including, but not limited to, health and safety legislation.

3.19 Agency/Partnership

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

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

3.20 Contracts (Rights of Third Parties) Act 1999

3.20.1 A person who is not a Party to the Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

3.21 Intellectual Property

3.21.1 Each Party shall retain the ownership of the Intellectual Property it brings to the Agreement and of the Intellectual Property it generates during the Agreement and either Party may be required to license any Intellectual Property owned by it pursuant to terms and conditions to be agreed between the Parties from time to time.

3.21.2 The Education Provider agrees to indemnify and keep indemnified the Authority against any costs, claims, proceedings, expenses and demands arising from the use, application, supply or delivery of any Intellectual Property supplied, owned or used by the Education Provider as a consequence of either Party performing its obligations under this Agreement.

3.22 Invalid Provisions

3.22.1 If any provision (or part of a provision) of this Agreement is found by a court or other administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in full force and effect.

3.22.2 If any invalid, unenforceable provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intent of the Parties.

3.23 Audit Access

3.23.1 The Parties agree to provide any necessary authorisations to their respective auditors, both internal and external, to disclose any information necessary for the proper conduct of audit work within each organisation.

3.24 Policy

The Education Provider agrees that it shall deliver the Services determined in Schedule 1 within the policy requirements specified in Schedule 1.

3.25 Indemnity

3.25.1 In addition to any other provisions contained in the Schedules to this Agreement, in so far as the Education Provider is not covered by the NHS Indemnity Schemes, the Education Provider shall maintain third party, public liability, employer's liability, clinical negligence, professional indemnity and any other appropriate insurance cover in respect of:

3.25.1.1 any loss, injury or damage caused by:

3.25.1.1.1 the Education Provider; or

3.25.1.1.2 if applicable, any students/trainees during the course of their education/training whilst on premises owned, controlled or for the time being in use by the Education Provider (as if the Education Provider were the employer of such students/trainees); and

3.25.1.2 any other liabilities that the Education Provider may have under or pursuant to this Agreement.

3.25.2 The Education Provider shall indemnify the Authority and its representatives in relation to any actions brought against the Authority arising from delivery of the Services, and against any costs, claims or liabilities which may arise from negligent acts or omissions by the Students/Trainees during the course of any education/training undertaken by the Students/Trainees with the Health Service Body pursuant to this Agreement.

3.26 Governing Law and Jurisdiction

3.26.1 The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes) shall be governed by and interpreted in accordance with English Law.

3.26.2 To the extent this Agreement constitutes a legal contract as described in clause 3.1.2, the Parties agree that this Agreement shall be subject to the exclusive jurisdiction of the Courts of England.

3.27 Counterparts

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

Schedule 1 – Services

Background

The Children and Young People's Improving Access to Psychological Therapies (CYP-IAPT) programme is part of the overall programme to transform children and young people's mental health services. Service providers coalesce into Partnerships which in turn are collected across a geographical footprint into a regional Collaborative. Education Providers are also members of the Collaborative in order to support workforce transformation through upskilling and the recruitment of new staff and roles.

The CYP-IAPT Collaborative therefore supports the overall transformation of CAMHS through the following:

Working in partnership with children, young people and their families to shape their local services, at a local and national level. Participation is an essential element of the programme. Services are more likely to meet the needs of children, young people and their families if they provide evidence-based therapies in a range of environments that are agreed in consultation with them, and where shared decision-making is integral to every aspect of care.

Delivering frequent/session by session outcome monitoring to help the therapist and service user work together in their session and help the supervisor support the therapist to improve the outcomes and to inform future service planning

Mandating the collection of an outcomes to inform a national framework on a high frequency or session by session basis across the services participating in the collaborative. Services are asked to ensure that 90% of closed cases, seen three or more times, have full data from at least two time points, one of which can be assessment.

Further improving the accessibility of evidence based mental health support and intervention to the child or young person using appropriate technology outreach and flexibility within commissioning plans. This will include self-referral and supporting the development of processes to support self-referral such as phone lines and 'triage' and encouraging their uses to increase accessibility to specialist advice and support across the care pathway;

Involving children and young people to ensure that services expand access to services, including the times and locations at which appointments are available.

Working with CAMHS partnerships to ensure that any further funds for infrastructure and service development are invested to achieve better outcomes

Supporting and facilitating services across the NHS, Local Authority, Voluntary and Independent Sectors to work together to develop efficient and effective integrated care pathways to ensure the right care at the right time.

Sharing resources and good practice both with other partnerships within collaboratives and at a national level to support service transformation across the country. By sharing best practice and experiences of what works and what doesn't, implementation and effectiveness of improvements is accelerated and enhanced.

CYP IAPT will also enhance the capability of services to deliver liaison, consultation, outreach, training and support to staff in the universal and early targeted part of the care pathways.

Deliverables

As a member of the regional Collaborative, Education Providers deliver a range of training opportunities in line with the CYP IAPT National Curricula, including:

Improving the workforce through training existing CAMHS staff (statutory, voluntary or independent sector) in targeted and specialist (Tier 2, 3 and 4) services according to an agreed, standardised

curriculum involving NICE approved and evidence-based therapies. The training will include modules covering supervision and transformational service leadership

Improving the workforce through training new staff (statutory, voluntary or independent sector) into both existing and new roles that deliver NHS services through the Recruit to Train Pathway to training, including Children and Young People Wellbeing Practitioner roles and Education and Mental Health Practitioner roles.

Training activity will be delivered to the volumes and start dates as defined in the financial schedule to this agreement.

Recruitment to all training programmes will be in partnerships with service representatives and based on HEE's Values Based Recruitment Framework.

Education Providers will work in partnership with service providers to ensure that successful applicants who are existing staff are released from their existing work commitments in a way that enables them to maximise the training opportunity offered.

Education Providers will work in partnership with service providers to ensure that successful applicants who are entering the programme through a Recruit to Train pathway are successfully employed in a timely and efficient fashion and in a way that enables them to maximise the training opportunity offered.

Education Providers will undertake appropriate quality assurance and development work to ensure the suitability of practice areas being used for clinical placements. Both in terms of developing clinical experience and that appropriate levels of support, supervision and mentorship are embedded within the practice area's infrastructure.

Education Providers will ensure compliance in providing the required data and other performance requirements needed to report accurately, and in a timely way, the recruitment too, progression and learner programme completion outcomes.

Education Providers will endeavour to offer the full range of core CYP IAPT Modality Training including:

- Parenting training for conduct disorder (age 3-10)
- Systemic Family Practice (SFP) for conduct disorder (over 10s), and depression and self-harm
- Systemic Family Practice (SFP) for eating disorders
- Interpersonal Psychotherapy for Adolescents (IPT-A) for depression
- 0-5s curriculum on evidence-based developmental, infant and child mental health interventions
- Evidence Based Psychological Therapies for CYP with mental health problems and Autism Spectrum Disorder and/or a learning disability (ASD)
- Enhanced Evidence Based Practice (EEBP)
- Evidence Based Counselling Practice (EBCP)
- Cognitive Behavioral Therapy (CBT) for anxiety disorders and depression
- Transformational Service Leadership

With the exception of EEBP, EBCP and Transformational Service Leadership, all Modality Training can be accessed either by existing staff or by applicants recruited to the training programme and employed in service for the duration of their training (Recruit to Train). Recruit to Train places are offered in order to create the capacity to expand the service in the future. EEBP, EBCP and Transformational Service Leadership are available just to the existing workforce.

In addition, all Modality Training, except EEBP, EBCP and Transformational Service Leadership, is offered at Supervisor level. Supervisor level training results in a postgraduate qualification and allows the existing workforce to operate as a supervisor of future trainees as well as being able to deliver enhanced services.

The Education Provider will deliver the CYP Wellbeing Practitioner postgraduate training programme in line with the national curriculum.

The Education Provider will deliver the Education and Mental Health Practitioner postgraduate training programme in line with the national curriculum.

The number of places commissioned by HEE for each of the above is defined by the financial schedule and assumes those numbers are equal to or exceed minimum viability of the course.

HEE is not obligated to commission all aspects of the portfolio where service demand does not produce viable cohorts.

The Education Provider may also be commissioned to deliver Continuing Professional Development training opportunities that are directly relevant to the CYP IAPT programmes and workforce as defined by the financial specification.

As part of the Agreement, the Education Provider hosts funding linked to the management of the Collaborative. This funding is to be utilised, to the values determined in the financial schedule, against the following streams:

Enhanced Outreach Supervision – a specialist training programme for existing service members of staff to ensure practice is aligned with the principles of CYP IAPT, this funding is made available based on the number of partnerships to join the Collaborative since January 2016.

Outreach Site Development – funding to support new partnerships joining the collaborative; including activity undertaken to engage with and prepare the partnership for joining the collaborative. The value of this activity is based on the number of new partnerships in the contract year.

Support and Challenge – activity undertaken to continually review and embed the CYP IAPT principles into service delivery across Partnerships, support the development of the services and challenging them to deliver the highest quality care through linking across service providers, CCGs, local authorities and other regional bodies, the sharing of best practice and a collaborative approach to service transformation. The value of this activity is based on the number of partnerships within the collaborative;

CYP Wellbeing Practitioner and Education and Mental Health Practitioner programmes both attract Placement Support and Supervision funding in proportion to the volumes of training being delivered to enable services to accommodate and support these new roles and offer the highest quality of clinical learning experience.

CYP Wellbeing Practitioner and Education and Mental Health Practitioner programmes both attract Assurance, Organisation and Transformation Support funding to ensure the Collaborative has sufficient resources in place to manage the assurance requirements in line with the principles of the programme. A key focus of this funding should be the development of the role and working with services and CCGs to ensure that funding is available for the roles beyond the year of training.

To support the implementation of the Education and Mental Health Practitioner programmes and to enable trailblazer sites involved with the Four Week Waiting Time Pilot may be required to release existing staff to participate in the establishment of Mental Health Support Teams (MHSTs) and trainee supervision. To mitigate against the risk of service shortfall, HEE may fund additional Recruit to Train or CYP Wellbeing Practitioner places at these services. These places will be subject to the same funding model as other trainees of this type, and must be confirmed explicitly by HEE, and progress captured and monitored separately to the main cohort.

Quality and Performance Monitoring

The Education Provider is expected to comply with any and all requirements of professional regulatory organisations including the relevant course accrediting organisations. This includes meeting the requirements of the CYP IAPT National Accreditation Council and its members.

The Education Provider must supply the Authority the information by the following dates through the Student Data Collection Tool (SDCT) where fields are available. Where data is not collectable through the SDCT data will be provided as soon as it is available to the HEE NW Contract Lead and Mental Health Programme Manager before the commencement or just after for all programmes. The totality of the data will include the following:

- Confirmation of the numbers of trainees across all programmes that have started in the period (Actual Starters)

- Confirmation of the number of trainees across all programmes that remain on a programme in the period (Progression)
- Confirmation of the number of trainees across all programmes that have concluded their studies in the period (Completion)
- A record of all outreach site training visits, by partnership their purpose and numbers attending
- A record of all outreach supervision visits, by partnership and numbers attending
- A record of providing services with quarterly reports on accrued clinical hours for each trainee across all courses
- A record of all CYP and parent/carer involvement in course delivery, learning collaborative programme management and trainee selection processes
- First destination (employment) data for all graduates of the programme
- Any other reporting requirements, agreed by the Authority, NHS England and the Education Provider which may be required

Education Providers will collect demographic data for each training programme, at the start of that training programme, on trainee age, gender, ethnicity, disability, sexual orientation (LGBT+) and religious orientation for the purposes of equality diversity monitoring. Such data will be provided to HEE on request and may be shared with other organisations and bodies included but not limited to NHS England, Department of Health and the Department of Education.

Prior to invoicing, the Education Provider will be required to confirm starter numbers for all courses. Where starter numbers fall short of the commissions, financial adjustments will be made accordingly.

Any over-recruitment will only be funded if agreed prior to course commencement and agreed in writing by both the Authority and where a corresponding under-spend enables the Education Provider to operate within the financial envelope agreed.

The Education Provider may only take applicants on to courses from employers outside of the Collaborative with the explicit written permission of the Authority.

At the end of the contract period, the Education Provider must submit to the Authority an end of activity report summarising both the quarterly reports and including more qualitative measures and additional intelligence to explain performance. This is expected to include, but is not limited to, feedback from students regarding the quality of the course and the clinical placement experience and feedback from partner organisations around the quality of students and of support provided by the Education Provider. The format for this submission will be agreed during the contract period by both Parties.

The Education Provider will, annually, complete further activities to offer quality assurance of the programmes being delivered. The format for this submission will be agreed during the contract period by both Parties. These include, but are not limited to: Self-assessment that all aspects of the CYP IAPT curriculum are being met through the training programmes

Salary Support

For Recruit to Train pathways (including CYP Wellbeing Practitioner and Education and Mental Health Practitioner), Health Education England will pay salary support direct to employers.

In order to facilitate this payment, in addition to the reporting requirements above, the Education Provider must confirm the trainee names, and identify individuals by name who interrupt or withdraw from training. This information will be validated and triangulated with the employer.

Finance

Contract Price

The 2022/23 Planned Contract Price is **£3,525,228**

The 2022/23 Contract Price will be revised following the submission of Actual Starter data to reflect actual activity.

Payment Terms and Invoice Arrangements

Payments for the Services will be made in instalments correlating to the Education Contract Schedule to Greater Manchester Mental Health NHS Trust.

In the event of a breach and termination of this Agreement, as set out in clause 3.11, the Authority may exercise the right to reclaim funds from the Education Provider to a value proportionate to the level of Services not delivered.

The Contract Price will be paid by Health Education England on receipt of a signed SLA and payment will be raised through the NHS Education Contract with Greater Manchester Mental Health Foundation Trust

Date of Invoices: As per the financial schedule

Description CYP IAPT TRAINING

Schedule 2 – Activity Schedule Sept 22- August 23

For all programmes are numbers are indicative until recruitment confirmed. Payment is based on actual activity.

Block payments- paid in 22/23

Activity	Funding
Project Management and Admin Costs	████████
RTT Support and Challenge	████████
CYP Outreach site development	
CYP Service Leadership 57 places	████████
CYP Inpatient core team training: ED add on - upskilling	
CWP Assurance Funding	████████
EEBP	████████
Total	£983,228

Education Mental Health Practitioners Sept 22 starts

Activity	Commissioned No.	Price per unit	Total funding
Tuition	████████	████████	████████
Supervision	████████	████████	████████
Total			£280,000

Recruit to Train- March 23 starts

Activity	Commissioned No.	Price per unit	Total funding
Tuition	████████	████████	████████
Supervision	████████	████████	████████
Total			£1,445,000

CWP Psychological Wellbeing Practitioners- Jan 23 starts

Activity	Commissioned No.	Price per unit	Total funding
Tuition	████████	████████	████████
Supervision	████████	████████	████████
Total			£632,500

MHST-RTT- Jan 23

Activity	Commissioned No.	Price per unit	Total funding
Tuition NW	██████	██████	██████
Supervision	██████	██████	██████
Total			£184,500

TOTAL POTENTIAL CONTRACT VALUE £3,525,228

Final payment is based on activity