

**Agreement**

**For**

**The Provision of JHG (N) Hosting Contract**

**between**

**Defence Medical Services (DMS)**

**and**

**South Tees Hospitals NHS Foundation Trust**

**DMS Agreement No. REDACTED**

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This contract ("the Agreement") is between:

**The Secretary of State for Defence, acting through the Defence Medical Services (DMS)**  
**("Authority")**

and

**South Tees Hospitals NHS Foundation Trust**  
**("NHS Trust" or "Contractor")**

Together called "the Participants"

### **1. Purpose of the Agreement**

- 1.1 The purpose of this Agreement is to define the business relationship between the Participants and govern the overall relationship between these Participants and clarify the roles and responsibilities of the Participants.

### **2. Entire Agreement**

- 2.1 This Agreement shall constitute the entire agreement and understanding and supersedes any previous agreement between the Participants relating to the subject matter of this Agreement.

### **3. No Agency**

- 3.1 Nothing in this Agreement creates, implies or evidences any partnership or joint venture between the Participants for any purpose whatsoever, or the relationship between them of principal and agent. No Participant has any authority to make any representation or commitment, or to incur any liability, on behalf of the other Participant.
- 3.2 Nothing in this Agreement shall constitute, or be deemed to constitute any form of employment, partnership, joint venture or agency between the parties, nor shall either party, their employees, agents or sub-NHS Trusts be deemed to be the servant, legal partner or agent of the other party.
- 3.3 The NHS Trust shall not, without the consent of the Authority, enter into any Agreement, make any representation, give any liability, assume any obligation, whether express or implied of any kind on behalf of the Authority.

### **4. Duration of this Agreement**

- 4.1 Subject to the Participants right of termination, this Agreement shall run from 01/07/2022 until 30/06/2025 when it shall be reviewed and extended or amended by the agreement of both Participants. The Agreement can be extended up to 2 years.

### **5. Roles and Responsibilities**

- 5.1 Each Participant will be responsible for:
- 5.1.1 Its own contractual and other relationships with any Third Parties involved;
  - 5.1.2 Any internal (i.e. departmental) administrative and accounting processes involved;

- 5.1.3 Its own dealings with other Government departments, and the seeking of any requisite external approvals on its own behalf;

## **6. Provision of Service**

- 6.1 The NHS Trust agrees to provide the Services including the Establishment and Maintenance of JHG in accordance with the Statement of Requirement at Schedule 1.
- 6.2 The NHS Trust shall be responsible for ensuring that reasonable skill, care and due diligence are exercised in providing the Services required under this Agreement.
- 6.3 The NHS Trust shall ensure that when providing the Services all DMS Personnel have the opportunity to gain expertise appropriate to their status and to their Military Operational Role

## **7. NHS Trust's Organisation**

- 7.1 The NHS Trust shall provide the necessary facilities and employees of appropriate qualifications to undertake the Services specified and the experience to facilitate JHG and provide to each DMS Person the following:
  - 7.1.1 Support
  - 7.1.2 Supervision
  - 7.1.3 Clinical Governance
  - 7.1.4 Training for non-Military Purposes

## **8. Observance of Regulations**

- 8.1 The Authority shall co-operate fully with the NHS Trust in the implementation of any external Government directives or initiatives which the NHS Trust is required to adopt.

## **9. Clinical Governance**

- 9.1 Clinical Governance shall be practiced by the Authority's personnel within National Health Service (NHS) guidelines.

## **10. Provision of DMS Personnel to the NHS Trust**

- 10.1 The Authority agrees to provide Defence Medical Services (DMS) Personnel to the NHS Trust in support of the Service
- 10.2 The NHS Trust shall ensure that DMS Personnel shall not be subject to the following:
  - 10.2.1 Undertake a task that conflicts with the DMS Persons Armed Forces Services Regulations;
  - 10.2.2 Undertake a task that would pose a conflict of interest to the interests of DMS;
  - 10.2.3 Used for publicity other than by the prior written consent of the Authority;
  - 10.2.4 Publicly identified either by name or by position as a DMS Person;
  - 10.2.5 Asked to endorse, or comment on, any product;

- 10.2.6 Asked to comment on any matter appertaining to the Authority otherwise than for the purposes of the Agreement;
- 10.3 The Authority shall, where possible, ensure that DMS Personnel offered in support of the Services provided by the NHS Trust meet the minimum qualification and experience requirements of appointments for which they are assigned.
- 10.4 The NHS Trust is responsible for the-clinical services provided by DMS Personnel and shall satisfy itself that each DMS Person possesses the necessary approvals and authorisations required for the tasks they are to perform.
- 10.5 The NHS Trust shall ensure those DMS Personnel are only employed on tasks falling within those approvals and authorisations, unless otherwise agreed in line with Condition 12 'Surplus Capacity'
- 10.6 The NHS Trust shall monitor the tasks performed by each DMS Person and shall report any concerns in the clinical services provided by DMS Personnel to the Authority without delay.
- 10.7 The NHS Trust has the right to request, in writing, that the Authority remove DMS Personnel provided in support of the Services. In exercising this right, the NHS Trust shall be required to provide a detailed explanation for the request, including reliable evidence where appropriate as per the Statement of Requirement.
- 10.8 The Authority will ensure that all DMS Personnel have an in date Enhanced Disclosure and Barring Service Check (DBS). Within the Authority they are valid for 5 years. When an individual is assigned into JHG, the NHS Trust shall be responsible for checking that they are in date and maintaining a data base.
- 10.9 The Whole Time Equivalence (WTE) for Consultants is 420 PAs per annum and all other DMS Personnel provided to the NHS Trust shall be two hundred and twenty-three (223) calendar days per annum, unless otherwise agreed in writing by the Authority and the NHS Trust prior to the start of the Contractual Year. This WTE shall exclude Annual Leave entitlements and shall include time for both professional and generic training that the NHS Trust ordinarily provides to its own staff, including but not limited to induction training and health and safety training.
- 10.10 Trust Funded Time (TFT), as per the Statement of Requirement, shall be:
- 10.10.1 for DMS Personnel appointed to Standalone Posts, the WTE less an allowance for Military Duties
- 10.10.2 for Squads, the number of WTE DMS Personnel included in the Squad

## **11. Deployment of DMS Personnel**

- 11.1 The Authority reserves the right to withdraw DMS Personnel at 24 hours' notice to cover unforeseen requirements. However, the normal Period of Notice is detailed in paragraph 11.2 below. These arrangements are void in the event of large scale, short notice operational deployments and times of national emergency In such case, if the NHS Trust believes that this Absence will impact on their ability to perform the Service, the Authority and the NHS Trust will agree the means by which ability to perform the Service may be facilitated.
- 11.2 In normal circumstances the Authority shall aim to give as much Notice as possible of the unavailability of DMS Personnel, with the minimum notice being as per the below Table One (1):

<b>Activity</b>	<b>Period of Notice</b>
Planned Deployment on enduring Operations	All DMS Personnel – 8 weeks
Military Professional Training including Exercises	All DMS Personnel – 8 weeks
<b>Table One</b>	

- 11.3 Notice of the planned absence will be supplied in writing by the Authority Representatives detailed at Table Two (2) below:

<b>Professional Group Officer</b>	<b>Notifying Authority Officer</b>	<b>Receiving NHS Trust Officer</b>
Stand Alone Posts	Business Manager	Director of Operations
Nurses	Officer Commanding Nursing	Assistant Director Nursing
Allied Health Professionals	Officer Commanding AHP	Director of Operations
<b>Table Two</b>		

- 11.4 The Authority shall have complete discretion over what constitutes a major operational deployment.
- 11.5 The NHS Trust shall be wholly responsible for managing the impact on the Services of the following absences of DMS Personnel:
- 11.5.1 Military Funded Time (MFT)
  - 11.5.2 Annual Leave
  - 11.5.3 General professional training and continuing professional development
- 11.6 Within WTE/TFT/, and MFT except as described at Condition 11 'Deployment of DMS Personnel' Sub-Condition 11.1, the impact of an absence on the Services will be managed as follows:
- 11.6.1 Short Term Sick Leave, In accordance with Paragraph 34 of the Statement of Requirement – Schedule 1;
  - 11.6.2 Long Term Sick Leave, in accordance with Paragraph 35 of the Statement of Requirement – Schedule 1

## **12. Surplus Capacity**

- 12.1 Surplus Capacity may be utilised by the NHS Trust, if prior written agreement of both Parties is provided, to support other specific NHS Trust business in addition to the Services. Prior to such utilisation the Parties will agree the WTE complement of each additional Squad or the TFT of each additional Standalone and the commensurate NVSP Payment.
- 12.2 The NHS Trust will be liable for the NSVP payment for all DMS Personnel provided by the Authority for the purposes of supporting other specific NHS Trust business in accordance with Condition 18 'Price' and Condition 19 'Payment Procedures'.

- 12.3 Exceptionally, and on prior written agreement of the Authority, there may be both Squads and Standalone Posts that the Authority has agreed to provide free of charge for a preagreed period. In such cases the following will apply:
- 12.3.1 The Authority and the NHS Trust will agree the date by which the NHS Trust will commence payment of the price agreed for the Squad/Standalone which should be no later than 6 months after the period began;
  - 12.3.2 If the NHS Trust fails to meet the date agreed at Condition 12 'Surplus Capacity' Sub-Condition 12.3.1 above, the Authority will have the right to withdraw the relevant DMS Personnel or to charge the NHS Trust the appropriate price for those relevant DMS Personnel;
  - 12.3.3 The Authority shall not be liable in any way for any locum charges that may have been applicable if the NHS Trust were to have contributed to the funding of the DMS Person and those which result from; Deployments, Long Term Sick Leave, Qualifying Absences, and Professional and Education and Training requirements regardless of whether Due Notice was served by the Authority to the NHS Trust or not.

### **13. Balancing**

- 13.1 Notwithstanding Condition 12 'Surplus Capacity' above, there may also be occasions when the Authority may provide additional DMS Personnel to support other specific NHS Trust business where the NHS Trust would otherwise incur additional expenditure in the absence of their own resources. Where appropriate, and with the prior written agreement of both Parties, these supplements will be set against instances where WTE or TFT has not been achieved by the Authority. Agreement of this balancing will be discussed and agreed at the time of the quarterly and annual reviews, the details of which are at Condition 17 'Performance Monitoring and Contract Review Meetings'

### **14. Liability**

- 14.1 The NHS Trust shall indemnify the Authority, the Crown, its servants and agents against all actions, claims, demands, costs and expenses incurred by or made against the Authority, the Crown, its servants or agents in respect of any loss or damage or personal injury (including death) which arises from any advice given or anything done or omitted to be done under this Agreement to the extent that such loss, damage or injury is caused by the negligence or other wrongful act of the NHS Trust, his servants or agents.
- 14.2 The NHS Trust shall, whenever required by the Authority, produce to the Authority, certificates signed on behalf of the NHS Trust's insurers stating that insurance complying with the requirement is in force and the period for which it has been taken out.
- 14.3 The terms of any insurance or the amount of cover shall not relieve the NHS Trust of any liabilities under the Agreement.
- 14.4 The terms of any insurance or the amount of cover shall not relieve the NHS Trust of any liabilities under the Agreement
- 14.5 Nothing in this clause shall restrict or limit the Authority's general obligation at law to mitigate any loss it may suffer or incur

### **15. Professional Indemnity**

- 15.1 The Trust will provide professional indemnity, equitable with that provided for NHS staff, for DMS Personnel for the benefit of the Trust. This indemnity will be conditional upon several factors. The individual will be:



- 15.1.1 working within their scope of professional practice,
- 15.1.2 working on TFT,
- 15.1.3 on Trust property or Trust associated property
- and
- 15.1.4 to Trust policies and procedures.

## **16. Monitoring of Whole Time Equivalent (WTE) and Trust Funded Time (TFT)**

- 16.1 The Participants shall be responsible for the recording of Trust Funded Time (TFT) that is provided under the Agreement. The Authority will maintain a record of all DMS Personnel and their absence from Military Funded Time (MFT); this will inform the record of TFT and shall be made available to the NHS Trust to review.
- 16.2 The Authority and the NHS Trust shall review the WTE for each Squad and TFT for each Standalone Post during the year to date at the Quarterly Review Meeting in accordance with Condition 17 'Performance Monitoring & Contract Review Meetings' below.
- 16.3 If, at the time of the quarterly review, it is:
  - 16.3.1 Established that the WTE of a Squad or TFT of a Standalone Post will not be achieved by the end of the year and;
  - 16.3.2 Agreed by both parties that as a consequence of this failure that the NHS Trust will not achieve its outputs for the year.
- 16.4 Then the Party at fault shall provide a plan by which this failure can be remedied by the end of the contractual year.
- 16.5 At the Annual Review Meeting, the Authority and the NHS Trust will, inter alia, review the achievement of the WTE for each Squad and TFT for each Standalone Post over the previous year in accordance with Condition 17.1.
- 16.6 If at the time of the annual review, it is agreed that;
  - 16.6.1 The WTE of a Squad or TFT of a Standalone Post has not been achieved in the preceding year, and
  - 16.6.2 The Authority is deemed to be at fault for the for this not being achieved and as a consequence the NHS Trust has not achieved its outputs for the year under review and has therefore lost income;
  - 16.6.3 The NHS Trust may raise a claim against the Authority in respect of that lost income
  - 16.6.4 In making such a claim, the NHS Trust will quantify the loss and shall provide sufficient evidence to support the claim. All claims shall be referred by the NHS Trust to the Authority's Commercial Branch for consideration.
- 16.7 If at the time of the annual review, it is agreed that;
  - 16.7.1 The WTE of a Squad or TFT of a Standalone Post has not been achieved in the preceding year, and

- 16.7.2 The NHS Trust is deemed to be at fault for this not being achieved and as a consequence the Authority has not received the Service;
- 16.7.3 The NHS Trust is not entitled to claim against the Authority in respect of the under delivery of WTE.
- 16.7.4 The Authority may review the affected placements within the Trust and reserve the right to reduce the WTE provided.

## **17. Performance Monitoring & Contract Review Meetings**

- 17.1 The Authority and the NHS Trust shall be responsible for monitoring performance during the Agreement. The NHS Trust shall provide the Designated Officer with full particulars of all aspects of performance, where the NHS Trust fails, or believes it will fail to meet, the requirements of the Agreement. The Designated Officer will liaise with the NHS Trust's staff on all matters affecting the day to day performance of the Agreement.
- 17.2 The activity of the military personnel shall be monitored in order to ensure the Authority is providing sufficient DMS Personnel to the NHS Trust. In order to monitor, review and measure this performance, both the Authority and the NHS Trust will maintain records which shall be discussed at Contract Review Meetings
- 17.3 Review Meetings will take place between the Authority and the NHS Trust on a quarterly basis or as required by either Party. Unless prior written agreement is made between the Parties, JHG shall be responsible for taking the minutes of the meeting.
- 17.4 DMS shall submit the Agenda and any supporting data at least fourteen (14) calendar days prior to Contract Review meeting.
- 17.5 At each Review Meeting, each Party shall be represented by an Authorised Representative, this should include a representative who is authorised to discuss the clinical quality element of the Agreement.
- 17.6 In addition to the Quarterly Review Meetings, within sixty (60) days after the anniversary of the Effective Date of this Agreement, the Authority and NHS Trust shall hold an Annual Strategic Review with senior stakeholders to discuss the performance of the previous year.
- 17.7 The NHS Trust shall provide Job Plans and ensure that these are reviewed on an annual basis as a minimum

## **18. Price (Management Fee)**

- 18.1 The price for the management fee for the service paid by the Authority to the NHS Trust shall be **REDACTED** of NVSP.

## **19. Payment Procedures**

### **19.1 Payment to the NHS Trust by the Authority**

- 19.1.1 All payments made to the NHS Trust by the Authority will be made by electronic transfer and prior to submitting any claims for payment, the NHS Trust will be required to register with CP&F.
- 19.1.2 Unless otherwise agreed, the Authority will pay the NHS Trust Management Fee biannually, in arrears. A reconciliation of payments will be made at the end of each contractual year.

19.1.3 Invoices in the appropriate detail shall be submitted by the Trust to the Authority at the following address:

**REDACTED**

19.1.4 Payment should be made within thirty (30) days of submission of an undisputed invoice with the relevant Purchase Order number by the Authority to the following address:

**REDACTED**

19.2 Payment to the Authority by the NHS Trust

19.2.1 Payments to the Authority shall be made by means of the Bankers Automated Clearing (BACS) directly into the Authority's nominated bank account, the details of which will be provided to the NHS Trust by the Authority and will be revalidated on an annual basis.

19.2.2 Unless otherwise agreed, the NHS Trust will pay the Authority quarterly in arrears a quarter of the total agreed NVSP. A reconciliation of payments will be made at the end of each contractual year.

19.2.3 Invoices in the appropriate detail shall be submitted by the Authority to the Trust at the following address:

**REDACTED**

19.2.4 Payment should be made within thirty (30) days of submission of an undisputed invoice with the relevant Purchase Order number by the NHS Trust to the following address:

**REDACTED**

19.5 Should either party not meet the payment terms as detailed in this Condition 19 'Payment Procedures', either Party advises that interest may accrue for late payment and may be claimed by the other Party under the Late Payment of Commercial Debts (Interest) Act 1998 (Act).

19.6 In accordance with Condition 17, Both parties shall record all hours that DMS Staff are engaged on WTE or TFT. The Authority shall calculate using NVSP agreed rates the total value of all the DMS staff provided to the NHS Trust

19.7 In accordance with condition 16.2 The Authority and the NHS will have agreed the WTE or TFT at the Quarterly Reviews.

## **20. Variation/Amendment of Requirement**

20.1 The Agreement can only be varied by the written agreement of both parties. Any amendments to the conditions of this Agreement will be agreed by the Participants and issued in writing.

## **21. Public Relations/Publicity**

21.1 The Participants agree that neither of them shall make use of the other's name, or the name of any of the other Participant's personnel, customers or agents or of any

information obtained under this Agreement for publicity purposes without the prior written consent of the other

- 21.2 The Authority's Designated Officer will be responsible for the approval of all public relations and media communication with all media and any Third Party:

- 21.2.1 The NHS Trust and staff may not communicate on these matters with any communications media representatives, or any other Third Party, unless specifically granted prior permission to do so is provided in writing by the Authority's Designated Officer;
- 21.2.2 If a member of the NHS Trust's staff is approached directly by the media or any other Third Party, he should immediately report the matter to the Authority's Designated Officer;
- 21.2.3 the NHS Trust shall immediately bring to the attention of the Designated Officer any incidents concerning his staff which might arouse media or Third Party interest, either positive or negative;
- 21.2.4 the NHS Trust shall provide information, when required, to the Designated Officer in order to assist in the execution of Public Relations duties.

- 21.3 neither the NHS Trust nor any appointed agent or sub-NHS Trust shall, without the prior written consent of the Authority, advertise or publicly announce that work is being undertaken for the Authority.

## **22. Intellectual Property Rights**

- 22.1 The results of all work done, and all intellectual property generated by the DMS Person in the course of their work done during the placement shall belong to the NHS Trust. The Authority and the DMS Person shall, at the request and cost of the NHS Trust, execute all assignments and carry out all other acts that may be necessary from time to time to vest such ownership and rights in the NHS Trust.
- 22.2 Where a patent is filed for any work done by the DMS Person within the meaning of Condition 22 'Intellectual Property' Sub-Condition 1 above, the NHS Trust shall provide compensation pursuant to ss 40(2) of the Patents Act 1977 that the NHS Trust has agreed or where none exists on the terms of the Authority's Rewards to Inventor's Scheme.
- 22.3 The NHS Trust hereby grants to the Authority a free, non-exclusive, perpetual and irrevocable licence with the right to sub-licence in the results of all work done and all intellectual property generated by the DMS Person in the course of their work done during the Placement for any purpose excluding commercial exploitation.
- 22.4 The NHS Trust shall within sixty (60) days of filling a first patent application or any subsequent patent application claiming priority from the first patent application and directed towards obtaining protection in the UK (including a European Patent Application designation the UK for the invention or any application for a Registered Design provide the Authority with a copy of that application together with the number of this Agreement.
- 22.5 The NHS Trust shall at the request and expense of the Authority take all such reasonable steps as are within his powers and may from time to time be necessary for the Authority to register in the UK Patent Office or elsewhere its interest in the invention or design.

## **23. Authorisation by the Crown for Use of Third-Party Intellectual Property Rights**

- 23.1 Notwithstanding any other provisions of the Agreement and for the avoidance of doubt, award of the Agreement by the Authority and placement of any task under it does not

constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The NHS Trust acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## **24. Authority Representatives**

- 24.1 Any reference to the Authority in respect of:
  - 24.1.1 The giving of consent;
  - 24.1.2 The delivering of any Notices; or
  - 24.1.3 the doing of any other thing that may reasonably be undertaken by an individual acting on behalf of the Authority;
- 24.2 Shall be deemed to be references to the Authority's representatives in accordance with this Condition 24 'Authority Representatives'
- 24.3 The Authority's Representative detailed in Schedule 4 (DEFFORM 111) (or their nominated deputy) shall have full authority to act on behalf of the Authority for all purposes of the Agreement. Unless notified in writing before such act or instruction, the NHS Trust shall be entitled to treat any act of the Authority's Representatives which is authorised by the Agreement as being expressly authorised by the Authority and the NHS Trust shall not be required to determine whether authority has in fact been given.
- 24.4 In the event of any change to the identity of the Authority's Representatives, the Authority shall provide written confirmation to the NHS Trust, and shall update Schedule 4 (DEFFORM 111)

## **25. Major Incident and Disaster Planning**

- 25.1 The NHS Trust shall have in place comprehensive plans to ensure the smooth functioning of the facilities in the event of any major incidents and should invoke 'Business Continuity Plan'.
- 25.2 All plans shall comply with the requirements of the Department of Health and will ensure that full co-operation with civil and military authorities is maintained. Copies of the plans shall be provided to the Authority on request.

## **26. Flexible Support**

- 26.1 The Authority shall be invited to cover vacant funded Trust shifts when NHS personnel are unavailable.
- 26.2 The Military Lead for each department shall work with the NHS lead in the compilation of the duty roster for each period. During this process they shall allocate available DMS personnel to committed WTE shifts in addition to vacant funded shifts that have been identified by the NHS department manager as gapped due to NHS staff shortages. These shifts shall be allocated two weeks in advance where possible.
- 26.3 The Authority shall consider filling short notice shifts in the event of an unexpected shortfall of NHS staffing where military staff are not committed to other duties. Flexible support shifts shall not be undertaken if they would adversely affect Military Funded Time (MFT).
- 26.4 The Authority and Trust shall agree hourly rates for each financial year based on current NHS Pay Scales. The Trust shall generate a monthly report which would identify

authorised Committed WTE and Flexible Support shifts. Agreement shall be reached between the Authority and the Trust Finance department on the total to be invoiced for that month. The Authority shall invoice the Trust for **REDACTED** of the agreed amount.

26.5 Flexible Support will be reviewed at Host Contract Review meetings.

## **27. Environmental Requirements**

- 27.1 The NHS Trust shall in all its operations to perform the Agreement, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of its supply chain. The NHS Trust shall provide evidence of so doing to the Authority on demand.

## **28. Safety**

- 28.1 The NHS Trust shall be responsible for the observance by itself, its employees and DMS Personnel, of all safety precautions necessary for the protection of himself, its employees, sub-NHS Trusts, DMS Personnel and any other persons including all precautions required to be taken by or under any Act of Parliament including any regulations or by-law of any local or other authority. The NHS Trust shall co-operate fully with the Authority to ensure the proper discharge of these duties.

## **29. Security**

- 29.1 The NHS Trust shall afford the same level of protection to DMS Personnel as it does to its own employees.
- 29.2 The NHS Trust shall ensure that all available measures are taken to ensure that DMS Personnel details are not shared with anyone outside of those who have a genuine need to know to allow the NHS Trust to perform the Services under the Agreement.
- 29.3 Any Information shared by the Participants in relation to this Agreement shall be marked with the appropriate Government Security Classification.
- 29.4 The Participants will advise if the provisions of the UK Official Secrets Acts 1911 to 1989 apply to this Agreement. The Participants shall take all reasonable steps to ensure that his employees or agents or representatives employed on any work in connection with this Agreement have notice that these statutory provisions apply to them and will continue so to apply after completion or earlier determination of this Agreement.
- 29.5 The Participants shall exercise good judgment when thinking about the security of any information handled under this Agreement

## **30. Cyber Security**

- 30.1 The Authority has a duty to protect itself from Cyber threats and now we extend this to Suppliers we engage with. As an extension of the Government's Cyber Essentials Scheme the Authority, working together with Industry and other Government Departments, have developed a more robust Cyber Security Model, under the umbrella of the Defence Cyber Protection Partnership (DCPP). All prime contractors must 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 Agreement.
- 30.2 The Authority has determined the level of risk **REDACTED** as defined in DEF Stan 05-138. In order to do business with the MOD you must have the cyber security controls required as shown above

### **31. Risk Management**

- 31.1 The Participants shall be responsible for their own effective risk management.
- 31.2 The Participants agree not to unnecessarily transfer or re-circulate risk within Government.
- 31.3 Risk shall be assessed on a case-by-case basis and shall vest with the Participant best placed to manage it.

### **32. Priorities and Assistance**

- 32.1 If either the NHS Trust or Authority become aware of a conflict of priorities, they shall inform the other Party as soon as the conflict becomes known. The Participants shall then agree what course of action to pursue.

### **33. Dispute Avoidance and Resolution**

- 33.1 In order to reduce to the minimum, the potential for disputes to arise, the Participants commit themselves to the principles of good communication and co-operation set out in this Agreement.
- 33.2 All efforts will be made to resolve any differences relating to this Agreement informally and at working level where possible. The Participants will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement through negotiations between the respective representatives of the Participants having authority to settle the matter, which attempts may include the use of any alternative dispute resolution procedure on which the Participants may agree.
- 33.3 In the event that the dispute or claim is not resolved at a working level the dispute shall be referred to the respective Chief Executive or Permanent Secretary level, or equivalent, for resolution.

### **34. Transparency**

- 34.1 Notwithstanding any other term of this Contract, including DEFCON 531 where applicable, the Trust gives its consent to the Authority to publish the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Trust under the Contract ("the Transparency Information") to the general public. The Trust shall assist and cooperate with the Authority to enable the Authority to publish the Transparency Information.
- 33.2 Before publishing the Transparency Information to the general public in accordance with clause 34.1 above, the Authority may 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 ("the Act") or the Environmental Information Regulations 2004 ("the Regulations").
- 33.3 The Authority may consult with the Trust before redacting any information from the Transparency Information in accordance with clause 34.2 above. The Trust 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 shall exercise its own discretion, subject always to the provisions of the Act or the Regulations.

### **35. Consequences of Termination**

- 35.1 Termination of this Agreement, however arising, shall be without prejudice to the rights and duties of the Participants accrued prior to termination. The Conditions that expressly or by implication have effect after termination shall continue to be enforceable even after termination.

### **36. Co-operation on Expiry**

36.1 In the event that a different organisation is required to take on associated work at the expiry or termination of the Contract, the Trust shall co-operate in the transfer under arrangements as notified by the Authority. If such a transfer of responsibility extends beyond the Contract period the Trust and the Authority shall agree a fair and reasonable price to undertake any such services as may be required arising from the transfer of responsibility provided such services are within the capacity of the Trust's organisation. Such services are to be regarded as additions to the Statement of Requirement. The transfer shall be arranged between the Authority and the Trust so as to reduce to a minimum any interruption in the service.

### **37. Exclusivity**

37.1 The use of the Trust for the stated services does not give the Trust exclusive rights to provide such services or receive the services provided by the Authority and does not preclude the right of the Authority to obtain the services from other Contractors, if necessary.

### **38. Medico Legal Liability**

38.1 Any claims arising from activities conducted under this agreement shall be handled in accordance with the protocol detailed at Schedule 7.

### **39. Defence Conditions (DEFCONs)**

<b>DEFCON</b>	<b>TITLE</b>	<b>EDITION</b>
DEFCON 005J	Unique Identifiers	Edn 18/11/16
DEFCON 129J	The Use of Electronic Delivery Form	Edn 18/11/16
DEFCON 501	Definitions and Interpretations	Edn 10/21
DEFCON 503	Formal Amendments to Contract	Edn 07/21
DEFCON 507	Delivery	Edn 07/21
DEFCON 513	Value Added Tax (VAT)	Edn 07/21
DEFCON 514	Material Breach	Edn 08/15
DEFCON 515	Bankruptcy and Insolvency	Edn 06/21
DEFCON 516	Equality	Edn 04/12
DEFCON 518	Transfer	Edn 02/17
DEFCON 520	Corrupt Gifts and Payment of Commission	Edn 08/21
DEFCON 522	Payment and Recovery of Sums Due	Edn 11/21
DEFCON 526	Notices	Edn 08/02
DEFCON 527	Waiver	Edn 09/97
DEFCON 529	Law (English)	Edn 09/97
DEFCON 531	Disclosure of Information	Edn 09/21
DEFCON 532B	Protection of Personal Data	Edn 09/21
DEFCON 534	Subcontracting and Prompt Payment	Edn 06/21
DEFCON 537	Rights of Third Parties	Edn 12/21
DEFCON 538	Severability	Edn 06/02
DEFCON 550	Child labour and Employment Law	Edn 02/14
DEFCON 566	Change Of Control Of Contractor	Edn10/20
DEFCON 608	Access And Facilities to be Provided By the Contractor	Edn 07/21



DEFCON 609	Contractor's Records	Edn 07/21
DEFCON 620	Contract Change Control Procedure	Edn 08/21
DEFCON 632	Third Party Intellectual Property – Rights and Restrictions	Edn 11/21
DEFCON 656A	Termination for Convenience - Under £5M * For the purposes of Clause 1, the period shall be 3 months.	Edn 08/16
DEFCON 658	Cyber Security - <b>Cyber Risk Profile - REDACTED</b>	Edn 09/21

Signed on behalf of:

**DMS**

**South Tees Hospitals NHS Foundation Trust**

Name:

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Signature:

\_\_\_\_\_

Title:

\_\_\_\_\_  
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Date: [Click here to enter a date.](#)

Name:

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Signature:

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Title:

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Date: [Click here to enter a date.](#)

## Schedule 1 - Definitions

In this Agreement, unless the context requires otherwise, the following definitions will apply:

The masculine includes the feminine and vice versa and words importing the neuter includes the masculine and the feminine;

All singular includes the plural and vice versa.

The heading to any Agreement condition shall not affect the interpretation of that condition.

<b>Absent</b>	means absent during Normal Working Hours for the whole Designated Working Day due to: (i) sickness or injury (other than short term sick leave as defined in clause 7.6 or as a result of any injury arising out of any act or omission by the NHS Trust or any of its employees or agents during the Placement Period); (ii) maternity, paternity or adoption leave; or (iii) the occurrence of one or more Military Duties.
<b>Absence Day</b>	means each or any Designated Working Day on which the Defence Medical Services are Absent. (see long term)
<b>Agreement</b>	means this Agreement concluded between the Participants including all terms and conditions, specifications, plans, drawings, schedules and other documentation, expressly made part of this Agreement.
<b>Approve, Approved and Approval</b>	means a Participant's prior written approval or consent, as the case may be;
<b>Authority</b>	The Authority means the Secretary of State for Defence as represented by Authority's Authorised Representative
<b>Authority's Authorised Representative</b>	means Authority's Authorised Representative: Strategic Command or any substitute notified by the Authority to the NHS Trust in writing from time to time;
<b>CPT Clinical Protected Time</b>	means the time that the DMS Officer will spend in the clinical environment of the NHS Trust's Trust/Board.
<b>Clinical Governance</b>	means a systematic approach to maintaining and improving the quality of patient care within the National Health Service (NHS)
<b>Confidential Information</b>	means information relating to the business, products, affairs and finances of the relevant party for the time being confidential to the relevant party and trade secrets including, without limitation, technical data and knowhow relating to the business of the relevant party or any of its suppliers, clients, consultants, agents, distributors or management.
<b>NHS Trust</b>	means for the purpose of this Agreement the NHS Organisation responsible for Defence Medical Services staff where the placement will be undertaken.
<b>Data Protection Law</b>	means any data protection law, directive, legislative enactment, regulation or other binding restriction which is applicable to a Participant in exercising its rights or fulfilling its obligations under this Agreement for the protection of individuals and the processing of Personal Data, which includes to the extent applicable to the Services, the EU General Data Protection Regulation (2016/679/EU), the Data Protection Act 2018 and any other national implementing laws, regulations and secondary legislation (each as amended or updated from time to time in the UK) and any successor legislation.

<b>Defence Medical Services</b>	Defence Medical Services: (DMS) See Schedule 3.
<b>Deliverable</b>	Shall mean any tangible or intangible product, article, artefact, result, data, report, drawing, design, documentation, outcome, or material (of whatever nature, and in any format or media) which is created, written, generated, developed, or procured by one Participant (acting as the Service Provider) for the other (acting as the Service Receiver) either directly or through a Third Party, in accordance with a particular Tasking Form.
<b>Designated Officer:</b>	means the individual identified as such in Schedule 4.
<b>Designated Working Day(s)</b>	means as defined in Schedule 2 Contract Management Plan or any alternative working pattern agreed between the parties from time to time in connection with the Placement.
<b>Effective Date</b>	The date of unqualified acceptance by signature is the effective date of the Agreement
<b>Freedom of Information Act 2000</b>	means the Freedom of Information Act 2000, and any related subordinate Legislation and any guidance issued by the Information Commissioner.
<b>Further Exploit and Further Exploitation</b>	Shall mean any exploitation (of whatever nature) by either Participant of the other's Intellectual Property, beyond the rights of use set out in a Tasking Form or otherwise under this Agreement, whether on behalf of itself or a Third Party, under any other arrangement.
<b>Good Industry Practice</b>	means the exercise of that degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in England and Wales in the provision of services and deliverables of the same type as the Services and Deliverables, and acting in good faith and with sufficient financial and other resources to perform its obligations in respect of this Agreement.
<b>Intellectual Property Rights / IPR / IP</b>	Shall mean any copyright, patent, trade mark, service mark, design right, trade secret, and any trade or business name or logo, moral right, data base right, domain name, interest in any website address, or know-how, (whether capable of registration or not in any country including the UK) and any such right in respect of which an application has been made to a competent authority, (and "Intellectual Property" and "IP" shall be construed accordingly).
<b>Job Plan</b>	means the job plan agreed between the parties on, about or prior to the date of this agreement setting out the roles, responsibilities and duties of the Defence Medical Services during the Placement Period on the Designated Working Days.
<b>Joint Hospital Group (JHG)</b>	
<b>Legislation</b>	means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972.
<b>Long Term</b>	means a period of more than seven (7) calendar days. This shall include long term sickness, maternity and paternity leave and bereavement.

<b>Management Issues</b>	means all those matters under the Service Contract requiring action, investigation and/or decisions by the Authority 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 under the Service Contract; periods of annual, sick or other leave; absence of the Defence Medical Services for any other reason; any complaint about the Defence Medical Services (whether or not that would be dealt with under the Authority's disciplinary procedure) and any complaint or grievance raised by the Defence Medical Services (whether or not that would be dealt with under the Authority's grievance procedure).
<b>Military Duty</b>	means the conduct of any appraisal, military professional training activity or active military deployment.
<b>Military Headquarters Organisation</b>	means the Parenting Organisation defined in Schedule 4 part 3.
<b>Normal Business</b>	Within activities authorised under the Authority of or to the order of the relevant Minister of the Crown in pursuance of the authority vested in the Minister by Parliament but specifically excluding any activities undertaken purely for Commercial gain.
<b>NHS Value of Service Personnel (NVSP)</b>	NVSP is NHS Value of Service Personnel
<b>Officer Commanding Nursing</b>	means Nursing: Point of contact in Parent Organisation (Schedule 4 box 3).
<b>Parenting Organisation</b>	means JHG Unit usually based at nearest location to placement.
<b>Participant Material</b>	means the Service Provider Material and the Service Receiver Material;
<b>Placement</b>	means the placement of the Defence Medical Services by the Authority to the NHS Trust on and subject to the terms of this agreement.
<b>Placement Location</b>	means the place and/or any other premises where the roles, responsibilities and duties of the Defence Medical Services shall be performed during the Placement Period on the Designated Working Days, including any and all recreational (including gymnasium), catering areas and other (including training) facilities at any such location or premises made available by the NHS Trust from time to time to its staff.
<b>Placement Period</b>	means the period of this agreement as defined in clause 4.1
<b>Placement Purposes</b>	<p>Means:</p> <p>(a) the development of the Defence Medical Service Clinical skills and expertise appropriate to his or her post through:</p> <p>(i) his or her active participation in the NHS Trust Clinical Activities (the services which the Defence Medical Services will provide in connection with the Placement being set out in the Job Plan); and</p> <p>(ii) his or her attendance at and participation in the Trust/Board continuing professional development programme and other training sessions provided by or for the benefit of the Trust/Board from time to time; and</p> <p>(b) the maintenance and development of the Defence Medical Service personnel's management skills and experience (as appropriate to the Defence Medical Service personnel's post) in the manner set out in the Job Plan.</p>

<b>Service Contract</b>	means the terms of Service or service between the Authority and the Defence Medical Services Officer at the date of this agreement, details of which (where relevant to the Placement) are set out in clause 2, subject to any changes in the Defence Medical Services personnel' salary or other benefits in accordance with the Authority's usual procedures from time to time.
<b>Security</b>	means all aspects of physical, personnel, documentary, technical, information, and other security in respect of a Participant's business generally and of this Agreement in particular;
<b>MPT Military Protected Time</b>	means the time that the Authority requires DMS personnel to spend on military activities such as Military Duties, exercises, deployments and Short Notice Standby.
<b>Service Provider</b>	means whichever Participant provides Services and/or Deliverables to the other (either directly or through a Third Party) in accordance with a particular Tasking Form;
<b>Service Provider Material</b>	means any Intellectual Property, software, hardware, tool, equipment, document, process, technique, knowledge, information, data, design, plan, drawing, or material (of whatever nature, and in any format or media) which is owned by or licensed to the Service Provider and which is disclosed or provided to the Service Receiver in the course of a particular Task including any that is comprised in or incorporated into any Deliverable;
<b>Service Receiver</b>	means whichever Participant receives Services and/or Deliverables from the other (either directly or through a Third Party) in accordance with a particular Tasking Form;
<b>Service Receiver Material</b>	means any Intellectual Property, software, hardware, tool, equipment, document, process, technique, knowledge, information, data, design, plan, drawing, or material (of whatever nature, and in any format or media) which is owned by or licensed to the Service Receiver and which is disclosed or provided to the Service Provider in the course of a particular Task including any that is comprised in or incorporated into any Deliverable;
<b>Services</b>	means the services, specified in the respective Task Form, which are provided by one Participant (acting as the Service Provider) to the other (acting as the Service Receiver) either directly or through a Third Party, in accordance with a particular Task;
<b>Short term</b>	means a period of up to and including seven (7) calendar days.
<b>Statement of Requirement(s)</b>	means the description and specification of the Services and or Deliverables detailed in Schedule 1.
<b>Squad</b>	means a number of DMS nurses.
<b>Trust Funded Time (TFT)</b>	means the time, in terms of Programmed Activities, that a DMS Person occupying a Standalone Post will contribute to the output of the Contractor
<b>Third Party</b>	Shall mean any person other than a Participant.
<b>Whole Time Equivalent (WTE)</b>	means the clinical output provided to the Contractor by an NHS Trust by a Contractor employee equivalent (in professional terms) to the DMS person appointed

## Schedule 2 – Statement of Requirements

### STATEMENT OF REQUIREMENT

#### FOR

### THE HOSTING CONTRACT BETWEEN THE DEFENCE MEDICAL SERVICES AND SOUTH TEES HOSPITALS NHS FOUNDATION TRUST

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## INTRODUCTION

1. The prime purpose of the uniformed Regular Defence Medical Services (DMS) is to provide treatment and healthcare to Service Personnel in deployed locations. When not deployed, DMS Personnel require training and education, in accordance with the requirements of the relevant Professional bodies, and the means of maintaining their clinical skills in order to be available to deliver their operational role.
2. This Statement of Requirement (SoR) addresses arrangements within which the DMS and an NHS Trust have agreed to the placement of a number of DMS Personnel of different medical professions and specialties within the Trust; and the establishment and maintenance of a JHG Unit.
3. Associated with this SoR there shall be a separate but linked Lease Agreement detailing the infrastructure arrangement supporting DMS at the Trust.
4. Key Performance Indicators (KPIs) for the proposed contract are available in Annex A.

## GENERAL REQUIREMENT

5. The Trust shall undertake to 'host' a military Joint Hospital Group (JHG) Unit, which will consist of the clinical/medical DMS Personnel and a small management team including but not limited to the Commanding Officer (CO), Military Clinical Director (MCD) and Officer Commanding Nursing (OCN); who will provide both military leadership and Trust liaison functions. The Health Service Guidance<sup>1</sup> that underpins hosting arrangements in NHS Trusts was agreed by the Department of Health and MOD on 1 Apr 14. Clinical services provided to the NHS by DMS are subject to NHS Value of Service Personnel (NVSP) payments<sup>2</sup>.
6. Within the Trust, DMS Personnel shall be integrated with NHS staff to provide medical, nursing and other clinical treatment. Under the auspice of an honorary contract DMS Personnel shall comply with all relevant NHS Trust policies and procedures throughout the duration of the clinical placement and the Trust is contracted to provide all Trust mandatory training and the governance and assurance of that training. The Trust retains full responsibility for all aspects of Healthcare Governance and Assurance. Specific requirements pertaining to Healthcare Governance and Assurance for DMS Personnel is at Annex B.
7. DMS will provide clinical staff to cover the duties of a designated NHS whole time equivalent (WTE). DMS Personnel shall be utilised in a way that shall be equivalent, in terms of standard working hours and rotas, to their NHS colleagues.
8. These arrangements shall ensure that DMS Personnel:
  - a. are appointed to posts appropriate to their military operational role that will maintain and/or enhance their clinical skills and expertise; and
  - b. as appropriate, maintain and develop their management experience; and
  - c. continue to receive mandatory training and education, including access to all appropriate Trust facilities; and
  - d. are released to fulfil their military commitments.
9. With agreement of the DMS and the Trust, DMS Personnel may also be employed in posts, other than those designed to meet their operational roles, where necessary to meet the short term

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<sup>1</sup> The Health Service Guidance covering arrangements between the Ministry of Defence (MOD) and the National Health Service (NHS) for: the hosting of Defence Medical Services (DMS) Secondary Healthcare Personnel in NHS Trusts.

<sup>2</sup> NVSP varies by trade group as detailed in Annex G.



needs of either party<sup>3</sup>, provided that the roles are consistent with the Trust's practice and that the military are employed in an equivalent manner to their NHS colleagues. The detailed requirements for the number of individuals assigned to specific types of posts within the Trust are outlined in Annex C and Annex D.

10. The DMS will appoint a Designated Officer/Placement Officer (DO/PO) to be the point of contact for the Trust on all requirement issues.

#### **PLACEMENT OF DMS PERSONNEL**

11. DMS shall contribute to the clinical output of the Trust by making available a number of DMS Personnel. These DMS Personnel will work within the Trust and contribute to the provision of secondary healthcare to both NHS and Service patients. Specific requirements for DMS Consultant and Nurse/ODP/AHP/HCA Placements are available at Annexes C and D respectively.

12. There shall be a clear distinction between the time allocated to the Trust (Trust Funded Time (TFT), contributing to the Trust's output and maintaining clinical skills) and time for military training and duties (Military Funded Time (MFT)). For Consultant posts this will be either be achieved by a "squad" system (Annex E – Principles of Squadding); or via an individual person (Annex F – Principles of Singleton Posts). For Nurses and AHPs not in stand-alone posts, clinical time will be as embedded staff, achieving at least the minimum of the NVSP, as Operations and Exercise commitments allow.

13. The DMS shall endeavour to give as much notice as possible of the unavailability of DMS Personnel for MFT; for major exercises and planned deployments on enduring operations this shall be at least eight weeks. Nevertheless, the DMS reserves the right to remove individuals at 24 hours' notice to cover unforeseen requirements. These arrangements are void in the event of large scale, short notice operational deployments and times of national emergency.

#### **MANAGEMENT OF DMS PERSONNEL**

14. The Trust shall provide a seat on each of the appropriate Trust management board(s) or routine meetings for:

- a. Executive management; Strategic Meetings - CO
- b. Clinical Performance Group - MCD
- c. Operational management - OCN
- d. Patient Safety subgroup - OCN and HGO
- e. Clinical Standards meeting - OCN and HGO
- f. Nursing midwifery and AHP Workforce meetings - OCs and BOM
- g. Infrastructure and Facilities Management (FM) - BOM
- h. Safety at South Tees - DOCN
- i. South Tees Accreditation and Quality Care Group – RN, HCAs and AHPs

15. DMS Personnel working in the Trust shall wear the uniform of their rank and profession except in clinical areas where it is inappropriate to do so, or unless it has been agreed otherwise

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<sup>3</sup> In extremis and under extenuating circumstances such as those caused by winter pressures with the NHS; or to meet an unforeseen military need such as additional Infection Control experience prior to a deployment to counter an Ebola outbreak.

with the CO. The Trust shall provide clinical clothing in areas where Service uniform is not appropriate.

16. Where Trust staff have line management responsibility for DMS Personnel they shall fully participate in the appraisal system applicable to that individual. Where DMS Personnel have line management responsibilities for Trust employees they shall fully participate in whatever appraisal or staff reporting system that the Trust operates.

#### **DMS Personnel Positions Involving Contact With Vulnerable Groups**

17. The DMS will ensure that all DMS Personnel will have an in date Enhanced Disclosure and Barring Service Check (DBS). Within the DMS they are valid for 5 years. The CO shall be responsible for checking DBS validity when an individual is assigned into the Trust.

18. Outside the DMS, DBS certificates are not portable, and a new check is required when an individual moves from one county to another. If the host Trust does not accept the DMS's DBS certificate, which may not be for the same county, then the NHS Trust shall be responsible for obtaining and paying for another DBS check.

19. The Trust will be willing to accept low risk of newly qualified Nurses, AHPs and those with previous student DBS clearance currently awaiting processing of a new application.

20. The CO shall maintain full accountability of all records of all current DBS certification.

#### **Professional Indemnity**

21. The Trust will provide professional indemnity, equitable with that provided for NHS staff, for DMS Personnel for the benefit of the Trust. This indemnity will be conditional upon a number of factors. The individual will be

- a. working within their scope of professional practice<sup>4</sup>,
  - b. working on TFT,
  - c. on Trust property,
- and
- d. to Trust policies and procedures.

22. The Trust may issue honorary contracts to named DMS Personnel for indemnity purposes. Alternatively, a Service Level Agreement may be put in place.

23. DMS indemnifies its Personnel undertaking military duties.

#### **Complaints regarding DMS personnel working within NHS Healthcare facilities**

24. Complaints made about DMS Personnel working within NHS Healthcare facilities will be managed in line with the host NHS facility's extant policy and procedures. The NHS Trust is responsible for managing complaints including completing any investigation. Once any complaint investigation has been completed, the NHS Trust must pass the findings to the CO of the Joint Hospital Group (JHG) unit<sup>5</sup> or other DMS authorised person, named within the contract. This may be via the Military Clinical Director or Officer in Charge of Nursing if appropriate. The CO will

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<sup>4</sup> As specified by the relevant professional body or Royal College

<sup>5</sup> JHG Units provide administrative support and command function for DMS staff embedded in NHS hospitals; they are not of themselves DMS healthcare facilities and so will not be responsible for the investigation of medical complaints in those NHS hospitals.

determine what further action (if any) should be taken, reporting up to Comd JHG if required. The arrangement for reporting of medical complaints about DMS Personnel back to the DMS is to be stated within the respective NHS Trust hosting/Placement contract<sup>6</sup>.

### **Grievance - Complaints of Harassment or Discrimination.**

25. Initial attempts will be made to resolve a complaint on an informal basis. Where it becomes necessary to invoke a formal approach, the DMS, using appropriate single Service procedures, will investigate harassment complaints made against DMS employees. Complaints made by DMS employees against Trust employees will be investigated by the Trust in accordance with their procedures. All cases identified by the Trust are to be reported to the CO JHG North at the earliest opportunity who will initiate procedures and notify HQ JHG as necessary.

### **PROFESSIONAL DEVELOPMENT OF DMS PERSONNEL**

26. In addition to contributing to the clinical output of the Trust the DMS requires that DMS Personnel are employed in a way that shall allow the individual to maintain and enhance their generalist and specialist clinical skills. Military job plans shall be drawn up and agreed by an NHS representative (where considered necessary), a DMS representative and the individual concerned<sup>7</sup>. Trust job plans for DMS Personnel (where held) shall be made available to the DMS. Specifically, for the different career employment groups the Trust shall ensure that:

- a. Consultants are able to fulfil their Continuing Professional Development (CPD) as required by the relevant Royal Medical College and to revalidate in line with the requirements of that College as per individual contract and job plans.
- b. Nurses are able to maintain their Nursing and Midwifery registration and statutory Revalidation and Continuing Professional Development (CPD) requirements. They shall be afforded broad exposure to clinical leadership opportunities, in line with their operational roles which may be outside the scope of civilian practitioners.
- c. Where regulations exist, Allied Health Professionals (AHP) are able to meet the Health and Care Professions Council (HCPC) requirements. Radiographers shall be afforded broad exposure to different forms of diagnostic imagery and clinical leadership opportunities, in line with their operational roles which may be outside the scope of civilian practitioners.
- d. Those DMS Personnel not governed by a professional body/Royal College are afforded as broad an exposure as possible to all aspects of work in the department relevant to the maintenance of the multi-disciplinary skills required for their operational roles, and development opportunities in line with those of their civilian counterparts.

27. The Trust shall ensure that DMS Personnel are enabled to participate in the clinical activities of the Trust and given full and equitable access to all aspects of clinical work and support services, as appropriate.

28. The Trust shall make available to all DMS Personnel the same induction, occupational health service, mandatory clinical and other appropriate training in Trust procedures and systems (including IT systems) as Trust staff are provided. DMS Personnel shall be given the same opportunities as Trust staff to participate in other Trust-wide activities. Specific DMS training requirements are outlined in Annex D.

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<sup>6</sup> Further guidance can be obtained via HQ JHG ([SGHDeITrg-DMG-Placements-GM@mod.gov.uk](mailto:SGHDeITrg-DMG-Placements-GM@mod.gov.uk)).

<sup>7</sup> Whilst in the NHS it is usual that only Consultants have job plans in the DMS other trade groups will also have them. There is no need for trade groups not having job plans in the NHS to have NHS approval for their military job plans. Consultant job plans to be agreed by the MCD, other trade groups agreed by OC Nursing.

29. As appropriate and agreed by the DMS, the Trust shall provide support facilities, such as administrative and secretarial, to DMS Consultants on the same basis as enjoyed by its civilian Consultants of equivalent standing. The DMS shall identify to the Trust DMS Consultants (such as Defence Consultant Advisers) who require additional administrative support. Such requests for additional support shall be agreed on a case by case basis and in accordance with the Management of Contract detailed below.

## Professional Education or Training

30. Responsibility for Professional Education and Training (E&T) will be as follows:

Type of Training	Arrangement	TFT/MFT
Appraisal and Maintenance of Professional Registration	DMS	TFT
Military Professional Training (e.g. surgical techniques appropriate to war situations) <sup>8</sup>	DMS	MFT
Professional Mandatory Clinical Training required by Trust for post	Trust	TFT
Induction, IT, other appropriate Training in Trust procedures	Trust	TFT

31. DMS Nurses and AHPs will undertake the registered practice and learning activity requirements for Professional Registration corresponding with their NHS colleagues.

## Specific Activities

32. Clinical staff will have the ability to take part in specified activities within the Trust, in line with their NHS counterparts.

	Activity	Participants
a.	Participate in the academic functions of the Trust and contribute to teaching and training output. For specific requirements for nurses see Annex D.	All
b.	Undertake a full caseload and case mix of patients referred to the Trust, both Service and civilian, and participate in appropriate on-call, duty and training rotas.	All
c.	Advise NHS colleagues on occupational health aspects of the treatment of Service patients under civilian care.	Consultants
d.	Participate where appropriate in the clinical management procedures of the Trust with particular emphasis on clinical governance. The overall clinical governance responsibility sits with the Trust.	All
e.	DMS personnel will be integrated within each clinical discipline and will be available to the Trust to treat both Service and civilian patients. The Trust will ensure that DMS personnel will assume a suitable mix of clinical workload to meet the following aims:  To maintain their professional standards and aspirations through access to a balanced case-mix of clinical work in line with their operational requirements To take a full part in the postgraduate teaching and clinical audit activities of the Trust.	All
f.	Clinical arrangements for DMS Consultants will be on the basis of parity with their Trust colleagues. Consultants will have a job plan which will include details of their fixed and variable sessions and which also will be agreed between the Trust, the DMS and the individual Consultants.	Consultants
g.	Service Nursing personnel and HCAs will be integrated fully within the Trust which will recognise the experience and seniority of Service Nurses when appointing staff. See Annex D for further detail.	Nurses and Health Care Assistants
h.	Trust to integrate AHPs into the work of its departments and to provide training placements in these disciplines. The Trust should note that DMS staff are often multi-skilled in relation to their civilian counterparts. This should be acknowledged	AHP

<sup>8</sup> Military consultants are entitled to 30 days study leave over three years - <https://www.bma.org.uk/pay-and-contracts/leave/study-professional-and-special-leave/study-professional-and-special-leave>

	in the placements and seniority granted to these staff. Management positions are required for some individuals within these professional groups to complement their Service roles.	
i.	Trust to integrate Service ancillary medical staff (RN Medical Assistants, Army Combat Medical Technicians and RAF Medical Assistants), particularly into ED and to provide mandatory training and experience. (see Annex D for further detail)	RN/RAF Medical Assistants and Army Combat Med Technicians
j.	DMS Consultants and other clinical personnel will have access to Trust research and postgraduate education facilities on the same basis as civilian colleagues.	All
k.	Any DMS Military Personnel, not routinely attached to the Trust, who require short term clinical placements for CPD or Continuing Clinical Exposure (CCE) will sign an Honorary Contract as required by the Trust. Individuals are required to undertake Trust induction, mandatory training and occupational health assessment in accordance with Trust Policies and at Trust expense. OCN should be made formally aware of any placements and assured of the training as shown.	DMS Personnel

## Appraisals

33. DMS Consultants will be included in Trust annual appraisals and Revalidation, in accordance with the General Medical Council (GMC) - Good Medical Practice (GMP), GMP Framework for Appraisal and Revalidation and Revalidation regulations, and maintenance of Professional Registration, in line with their NHS colleagues. The three single Services (Royal Navy, Army and Royal Air Force), as Designated Bodies in legislation, retain responsibility for the revalidation of their respective personnel. Each Service has a Responsible Officer (RO) who is required to make recommendations on individual doctors to the GMC as to their suitability to hold a Licence to Practise every 5 years.

34. DMS Nurses will be afforded the opportunities required to revalidate as per national requirements. DMS Nurse confirmers will usually be sought from within the DMS.

## MANAGEMENT OF CONTRACT

35. Meetings with the Trust to monitor the contract and the performance of individuals will be held three times a year. A strategic meeting will be held annually. As a minimum, alternate meetings will be chaired by the DMS DO/PO. This gives the Trust the opportunity to discuss any element of the placement/contract with the DO/PO and raise any queries or concerns. NVSP will be reviewed at the contract review meetings where any negotiations can be discussed, if there is a change in the PA or WTE target, or Nurse bands. Annual targets for WTE will be set for the start of the year and progress against these targets will be discussed at the contract review meetings. Where the DMS is over performing against the target and predicted to continue to do so for the remainder of the year an increase will be proposed in the WTE and NVSP. If under performance is predicted a reduction in the NVSP and WTE will be proposed. This will allow variance against the targets to be minimised.

36. Worked examples of NVSP calculations are available in Annex G.

## Trust Contacts

37. The Trust shall provide a Freedom of Information (FOI), HR and Finance point of contact to the DMS. This is to be at no cost to the DMS.

## MANAGEMENT OF ABSENCE

38. **Short Term.** This means a period of up to and including 14 calendar days and includes, but is not limited to, sickness, jury service and compassionate leave. The Trust will manage the impact of short-term special leave of both Singleton appointments and squad members in the same way as for NHS funded and managed staff; locum fees will not be paid.

39. **Long Term.** This means a period of more than 14 calendar days.

40. **Unexpected Absence.** If a DMS person appointed to a singleton post is absent unexpectedly (where less than eight weeks notice has been given); and this absence is long term and likely to breach TFT over the agreed period for measurement; the NHS Trust will in the first instance invite the DMS to appoint a replacement person. If no suitable MOD replacement is available and, if appropriate, the DMS will authorise and pay for the NHS Trust to engage a locum or agency staff. The DMS will also consider the engagement of a replacement for a longer term on a case by case basis. The NHS Trust shall not engage replacement staff without the express prior permission of the DMS, through the DO/PO. Locum fees will not be paid for personnel who are part of a squad where the output can be met by others. The DMS payment for Locum or Agency staff shall not exceed the value of the NVSP for the individual during the notice period and shall be for a period of no more than eight weeks from the date of notification (see Annex H).

41. **Parental Leave.** Parental leave<sup>9</sup> needs to be approved by the Military chain of command. Once approved, the local CO will inform the Trust of duration and start date. The individual will also negotiate with their line manager regarding other occupational health requirements due to imminent parental leave (e.g. reduced night shifts); these requirements are to be managed locally by the NHS Trust.

42. Singleton NVSP will be suspended for the duration of the parental leave, no suspension will apply in the case of a squad member.

43. If the Trust is not given eight weeks' notice for parental leave in a singleton post, approval for a locum can be sought to cover the period of no more than eight weeks from notification.

### **Annual and Study Leave**

44. **Annual Leave/Pre and Post Operational Leave:** WTE and TFT are quantified in terms of an annual output (e.g. number of days/Programmed Activities to be provided) and therefore assume a five-day working week and exclude annual leave and public holidays. The Trust shall manage the impact of all annual leave and public holidays.

45. **Study leave:**

a. DMS Consultants are entitled to 30 days study leave over three years. This is built into their job plan and taken in to account when NVSP is calculated. The Trust shall manage the impact of all study leave. Before making any personal arrangements for Annual or Study Leave, DMS personnel will secure the approval of their Trust manager as well as the formal authority of their DMS military line manager.

b. Nurses, AHPs and HCAs study leave is annotated on individuals annual job plans as MFT and agreed with OCs and Military line managers.

46. The DMS shall not provide replacement personnel to cover for the absence of the DMS person on leave and nor will be responsible for funding any cover.

### **Locums**

47. The Trust shall not engage replacement staff without the express prior agreement of the DMS through JHG Placements (via DO/PO). Locum or Agency fees shall not be paid for personnel who are part of a squad where the output can be met by others. Locum or Agency staff payment by the DMS shall not exceed the value of the pro-rata NVSP for the individual or squad. In appointing a locum, the Trust shall seek to minimise the DMS's liability and payment shall be directly attributed to the agreed NVSP.

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<sup>9</sup> Incorporating Maternity, Paternity and Adoption Leave

48. The process for application for locum cover is available at Annex H.
49. Locum fees:
- a. are payable for a maximum period of eight weeks when notification of absence is less than eight weeks in duration;
  - and
  - b. are not to exceed the NVSP which would have been paid during that eight-week period;
  - c. are to be approved via the DO/PO in JHG HQ;
  - d. are only payable when the Trust can provide evidence that the shift/clinic was actually covered;
  - e. shall not be paid by the DMS for squads where the WTE has been met, or is predicted to be met, over the course of the entire financial year;
  - f. will not be paid for periods of absence less than 14 days.
  - g. will not apply to cases where the DMS and Trust have agreed to suspend the funding for a standalone post.

#### **ACCOMMODATION AND FACILITIES**

50. The Trust shall make available to all DMS Service Personnel the following facilities, as a minimum, on the same basis as provided to Trust employees:
- a. access to postgraduate educational facilities;
  - b. access to hospital recreation and catering facilities.
51. The DMS shall appoint an onsite military Headquarters (HQ) organisation JHG(N) to provide the line management, military and medical support to DMS personnel. This HQ shall consist of (but is not limited to):

No	Title	Descriptor
1	Commanding Officer	CO
2	Military Clinical Director	MCD
3	Officer Commanding Nursing	OCN
4	Business Manager	BM
5	Mil Admin	Admin Spt
6	Civ Tpt Clk	Admin Spt
7	Practice Development Nurse	PD Nurse
8	Immediate Care Ward Preceptor	ICW Preceptor
9	Preceptorship Officer	Preceptorship Officer

10	HCA Lead/Assessor	HCA Lead/Assessor
11	Deputy Officer Commanding Nursing	DOCN
12	Officer Commanding Allied Health Professionals	OC AHP
13	Clinical Warrant Officer x2	Clin WO x2
14	Healthcare Governance Officer	HGO

52. The DMS shall provide, at the allocated office accommodation:

- a. IT infrastructure to provide access to MOD systems in accordance with MOD IT security regulations, x1 per desk space.

53. The Trust shall provide JHG(N) with furniture, fittings and fixtures as a PFI and compatible Communications & Information Systems (CIS) and IT together with associated FM support. This will include:

- a. appropriate administrative and IT clinical systems, x1 NHS linked system per desk space;
- b. office furniture, fittings and fixtures;
- c. e-mail services and Internet access;
- d. telephony and Wi-Fi access within DMS office space;
- e. pagers, mobile phones or other devices as would be provided for Trust employees in the same position;
- f. helpdesk and technical support services;
- g. inclusion in any Trust IT refreshment programme;
- h. supporting infrastructure;
- i. the necessary boundary, in the form of a Trust security swipe card system and key coded locks or equivalent to meet essential security conditions for DMS personnel.

#### **LEASE AGREEMENT**

54. No onsite fully serviced and supported office accommodation, including on-site car parking, forms part of this SoR and instead will be provided in accordance with a separate Lease agreement between the Defence Infrastructure Organisation (DIO) and the Trust.

55. The Lease agreement for the Learning, Research and Innovation (LRI) Building at JCUH is covered by a separate agreement through DIO.

#### **REDACTED**

#### **HEALTH AND SAFETY**

56. Within NHS Trust premises, the Trust shall provide a safe and healthy working environment for all DMS personnel in accordance with the Health and Safety at Work Act 1974 (HSAWA) and Regulatory Reform (Fire safety) Order 2005 (RRFSO) and any and all regulations relating to these laws. Specifically, the Trust shall:



- a. ensure the workplace is safe and without risks to health;
- b. ensure any plant and machinery is safe and that safe systems of work are set and followed;
- c. ensure safe use, handling, storage and transport of goods and materials;
- d. provide any information, instruction, training and supervision necessary to ensure health and safety at all times;
- e. ensure all preventative and protective measures are taken by the responsible person with relation to fire;
- f. ensure the workplace is safe and without risks to health and the provision and maintenance of means of access to and egress from it are safe and without risks;
- g. provide a safe and healthy working environment including welfare facilities, rest rooms, eating areas, sanitary provisions and first aid provision;
- h. ensure the DMS representation at any Safety, Health, Environment or Fire committee meetings and forums as required;
- i. ensure all reports and minutes from any Safety, Health, Environment or Fire committee meetings and forums are made available to the DO/PO;
- j. the Trust shall ensure risk assessments are carried out with any necessary control measures implemented;
- k. make all risk assessments available to the DMS HS&EP Advisor;
- l. ensure all risk assessments are recorded and reviewed as required;
- m. the Trust shall ensure the DMS HS&EP Advisor is informed of any risk to the health and safety of DMS personnel as soon as is practically possible;
- n. the Trust shall co-operate on health and safety matters with the DMS HS&EP Advisor to ensure compliance with the HSAWA and RRFSo;
- o. ensure all accidents/incidents involving or affecting DMS personnel are reported to both NHS Trust and DMS HS&EP Advisor as soon as is practically possible.

#### **DATA CONFIDENTIALITY**

57. In the course of their responsibilities the Trust and or their employees should not be privy to any personal information. The Trust shall ensure that all personnel employed in connection with this contract adhere to the Data Protection Act 2018 and General Data Protection Regulations (2018). On occasions, the Authority reserves the right to request in writing access to military staff records.

58. As a Data Controller, the DMS is obliged under the Data Protection Act 2018 (DPA 18) to ensure that all personal data and special categories of data it transfers to, or shares with, a third party organisation (in this instance, the Trust) is stored and processed by that organisation in accordance with current Data Protection Legislation & GDPR, and will put in place an arrangement to define the nature of the personal data to be transferred or shared and the provisions by which it is to be stored and processed.

59. The NHS Trust is obliged under the Data Protection Act 2018 (DPA 18) to ensure that all personal data and special categories of data it transfers to, or shares with, a third party organisation (in this instance, the DMS) is stored and processed by that organisation in accordance with current Data Protection

Legislation & GDPR, and will put in place an arrangement to define the nature of the personal data to be transferred or shared and the provisions by which it is to be stored and processed.

60. The NHS Trust must adhere to the further detail laid out within Annex I regarding Data Management.

### **CONTRACTUAL COMPLAINTS**

61. The Trust shall operate an unambiguous written procedure for handling complaints from the Authority about the service provided under this contract.

62. All complaints made by the Authority to the Trust shall be acknowledged by the Trust in writing within 3 working days. The Trust shall keep a full written record of the nature of each complaint and details of the action taken as a result of the complaint. The Trust shall use all reasonable endeavours to ensure that all complaints are resolved within 15 days of the complaint being notified to the Trust, unless the nature of the complaint requires additional investigation or action by a Professional and Regulatory Body, or other government organisations. In which case the Trust shall use all reasonable endeavours to ensure that the complaint is resolved as soon as possible thereafter. The details of how the complaint has been resolved is to be notified to the Authority in writing 7 days thereafter and the Trust will, on request from the Authority at any time, provide the Authority with an update as to the progress of the resolution of the complaint.

### **FINANCE REPORTING**

63. Data is agreed between the Authority and the Trust and this will form the foundation of an invoice. The only persons that can approve the invoice for payment will be the DO/PO.

64. The Authority does not approve any form of pre-payment; all invoices are to be submitted for services agreed as completed. The Trust shall specify on the invoice:

- a. Contract No.
- b. Purchase Order Number (if the Trust require it quoting)
- c. Point of Contact / email address for invoice to go to
- d. Price
- e. Dates covered
- f. For singletons, consultant name and speciality

### **BUSINESS CONTINUITY MANAGEMENT**

65. The Trust operates a robust Business Continuity Plan that identifies the following areas to maintain essential functions during, as well as after, a disaster has occurred:

- a. Infrastructure (specifically relating offices for the exclusive use of DMS and their security)
- b. Data Back-up (e.g. telephone/technology/IT failure)
- c. Risk Management Plan (including identified risks, issues and mitigations)

### **CYBER SECURITY**

66. The Authority has a duty to protect itself from Cyber threats and now we extend this to Suppliers we engage with. As an extension of the Government's Cyber Essentials Scheme the Authority, working together with Industry and other Government Departments, have developed a more robust Cyber Security

Model, under the umbrella of the Defence Cyber Protection Partnership (DCPP). All prime contractors must 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 contract.

67. The Authority has determined the level of risk as **REDACTED** as defined in DEF Stan 05-138. In order to do business with the MOD you must have the cyber security controls required as shown above.

### Key Performance Indicators (KPIs)

A number of KPIs will be used in contract monitoring;

	PERFORMANCE INDICATOR	ACTION	OUTCOME MEASURE		
	NVSP will be paid to the DMS within 30 days of invoices being issued.	Trust to pay invoices in a timely manner	Reviewed at contract review meetings three times a year.		
	DMS staff will have clinical and management opportunities.	Where opportunities are required but not available this will be reported at review meetings for Trust rectification or comment. If issues cannot be rectified DMS may remove Personnel at short notice in order to gain experience elsewhere.	Staff to be current with relevant managerial skills. Deploying staff will not require extra training for skills available within the NHS prior to deployment – identified at point of staff check and reviewed at quarterly review meetings.  If issues cannot be resolved the DMS retains the right to remove		

			staff without notice in order to obtain relevant experience.		
	<p>Individuals will have the opportunity to complete clinical hours in areas relevant to practice, as outlined in their job plans.</p>	<p>DMS will monitor clinical hours completed by its staff. Where staff are not completing their job plan requirement due to NHS means this will be reported to the Trust in order it can be rectified.</p>	<p>Staff to remain clinically current with relevant skills for their speciality.</p> <p>Access to specialist areas on a clinical placement only basis is available in preparation for deployment specific requirements (i.e. paediatrics).</p> <p>Deploying staff will not require extra clinical training for skills available within the NHS prior to deployment – identified at point of staff check and reviewed at review meetings.</p>		

	Timely reporting of poor performance concerns, investigations and actions.	<p>Reporting timelines will depend on nature of performance management issue but if it involves a Patient Safety concern then immediate reporting to the following is required; as a minimum should be reported;</p> <ul style="list-style-type: none"><li>a. Consultants, to MCD</li><li>b. Nurses, AHPs and MAs, to OCN/DOCN</li><li>c. Other concerns, investigations or actions reviewed at contract review meetings.</li></ul>			

## **Healthcare Governance and Assurance/Quality Governance and Assurance/Corporate Governance**

1. Healthcare Governance and Assurance (HG&A), Quality Governance and Assurance (QG&A) and Corporate Governance (CG) remains the responsibility of the NHS Trust. DMS personnel will be expected to take a full role in all HG&A/QG and CG&A activities in the Trust, commensurate with their role.

### **Audit**

2. Audit is a successful tool to assess, evaluate and improve care of patients in a systematic way. The aim is to maximise patient safety and drive quality improvement. DMS personnel should be afforded the opportunity to partake in audit activity. DMS initiatives should be considered in collaboration with Trust quality improvement programmes.

### **Significant Event Reporting**

3. DMS staff witnessing, or involved in, significant events or near misses in the Trust clinical environment should report them through the Trust reporting system (e.g. DATIX). The Trust is to ensure DMS clinical staff have the authority, training and means to use this system.

4. Trust HG&A officers investigating significant events and near misses should, where military staff are involved, liaise with the designated DMS HG&A officer.

5. The military has a separate system for reporting events relevant to military medical care (ASER – Automated Significant Event Reporting). Where ASER reports are made involving Trust patients, equipment or infrastructure, or where the events reported may impact on Trust business, the DMS will share information with the NHS Trust. NB ASER can also be used to report notable practice.

### **Managing Poor Performance**

6. Poor performance issues should be managed in line with NHS policies<sup>10</sup> and procedures; Governing bodies and National Frameworks and the Trust will be responsible for arranging any investigations and/or case management. The Trust are to liaise directly with the DMS Unit HQ once an issue is raised within the Trust. Concerns should be raised with the MCD, in the case of consultants, and with the OCN, in the case of nurses or AHPs. In the absence of either of these individuals the Unit CO should be contacted.

7. Military policies<sup>11</sup> will apply in addition to the NHS policies and military procedures may be initiated in parallel by the MCD, in the case of consultants, or OCN in the case of nurses or AHPs.

8. If there are performance issues with any DMS personnel, military performance management staff can be contacted to offer support and advice. Should the Trust's Responsible Officer (RO) require military RO advice or input then this should be sought through the Unit CO.

9. The Trust has the right to request the DMS to remove a DMS person. For consultants the reasons for the request must be submitted in writing to the MCD (for Consultants), or OCN (Nurses, AHPs and MAs). The request should include a detailed explanation for the request, reliable evidence of the specific event or incident and the records of any investigation or actions taken.

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<sup>10</sup> [Maintaining High Professional Standards in the Modern NHS](#).

<sup>11</sup> Joint Service Publication 950, leaflet 5-2-4 Management of Clinical Concerns.

10. In addition to the detailed information flow required in paragraph 6 of this annex, any poor performance concerns with DMS Personnel should be highlighted, in outline only, during the contract reviews three times a year.

### **Freedom To Speak Up Champion (FTSUC)**

11. FTSUCs are embedded within both the NHS and DMS. Designated DMS FTSU champions are appointed by the Unit CO and will be based within the Trust. NHS FTSU personnel will have the opportunity to discuss issues involving DMS Personnel with the DMS FTSU champion and vice versa; or they can approach the JHG HQ FTSUC directly.

### **Internal DMS Assurance**

12. DMS HQ is responsible for the HG&A visits to all DMS Units. Units can expect to be inspected both internally (DMS) and externally (CQC). The aim of these visits is to assess managerial and clinical leadership, accountability, the organisation's culture, systems and working practices within the DMS and therefore provide essential evidence of assurance. The NHS will not be involved in internal HG&A visits but DMS staff working within the NHS may be expected to attend.



## CONSULTANT PLACEMENTS

1. All DMS Consultants appointed to the Trust will be post Completion of Consultant Training (CCT). Military consultants undergo a further assessment Armed Services Consultant Appointment Board (ASCAB<sup>12</sup>) which will confirm them as a qualified Consultant in a deployed setting. Successful completion of ASCAB is a military requirement and in no way affects the Consultant's status within the NHS and as such should not affect their employment by the Trust.
2. The DMS will assign Consultants to the NHS in either squad or singleton placements, agreed in advance between the NHS Trust and the DMS.
3. Periodically, the DMS shall compile a Consultant Placement List (CPL) detailing military Consultants whose CCT date falls 12-18 months ahead. This list shall be disseminated to all Host Trusts and Preferred Partner NHS Trusts<sup>13</sup>, requesting expressions of interest to be submitted. DMS shall advise the Trust on the outcome regarding that placement. The number of expressions of interest made, and Consultants placed, in no way prejudices future opportunities.
4. The CPL process is outlined in the diagram at Appendix A.
5. Trusts retain the right to interview candidates as part of the CPL process and must be carried out no later than six months before the consultants start date. Interviews carried out after this should be for information purposes only and should not affect the CPL submission.
6. All Consultants placed within the Trust will have a clinical job plan, agreed with their NHS line management. This job plan shall be available to the DMS upon request and will form the basis of their military job plan. For salary purposes, the DMS Consultants' Working Week equates to the equivalent of a total of 11 Programmed Activities (PAs) (total TFT and MFT).
7. DMS Consultants will be afforded the same opportunities as their NHS colleagues, and be entitled to the same level of administrative support.
8. Consultants will attract NVSP, the level of which will depend upon their job plans; and, the division between MFT and TFT. The NVSP rate is generally negotiated on an individual basis although some Consultants are placed within squads (see Annexes E & F).

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<sup>12</sup> ASCAB – Armed Services Consultant Appointment Board – this board is similar in format to a CCT board but concentrates on military knowledge as well as medical. It will usually be held within 12 months of CCT date.

<sup>13</sup> Currently a list of 21 Trusts, predominantly Major Trauma Centre's. The DMS retains the right to change these Trusts without consultation other than with the individual Trust involved.

## Consultant Placement List (CPL) Process

**12 to 18  
months prior  
to CCT**

The DMS approaches individuals due to CCT for CV and location preferences



Individual submits preferences (including justification and DCA approval where necessary) and CV



The DMS sends CVs to Trusts for consideration



Trust submit expressions of interest (infers availability of funding)



CPL board convenes



Outcome letters sent to Trusts, individuals, sS and DCAs



Placement Officers approach Trusts to start negotiation



**6 months  
prior to  
agreed start  
date**

Negotiation completed; funding approved (Trust confirms by agreeing with meeting minutes)



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DMS Finance draws up pricing  
schedule, submits to UKStratCom  
Commercial



UKStratCom Commercial issues  
contract



Trust returns Def Form 10B,  
confirming agreement with contract



Individual starts at Trust.

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## **PLACEMENT OF NURSES, ODPS, AHPS, HCAS AND MEDICS**

1. Defence Nurses, ODPS, HCAs, AHPs and Medics are required to maintain a national registration and the Trust should enable this through the provision of experience in line with NHS staff. The experiences required by Defence Nurses may surpass those required by NHS staff in certain areas. The DMS has Specialist Nurse Advisors (SNA<sup>14</sup>) and Defence Specialist Advisor (DSA<sup>15</sup>) in most speciality areas, who can be contacted for advice via the local HQ. Service senior Nurses may also visit DMS staff within the workplace in order to provide assurance that the placement meets Service requirements.
2. Defence Nurses are required to complete Defence Operational Nursing Competency (DONC) booklets. The Trust is expected to facilitate this in the provision of relevant opportunities and senior mentorship<sup>16</sup>. Other trade groups have similar competency booklets to complete.

### **Training and Development**

3. All DMS staff will be expected to undertake any mandatory training required by the Trust. The Trust is expected to provide this to DMS staff.
4. Where a Trust runs development courses for their own staff, they should also be offered to DMS staff under the same arrangements. These should include, but are not limited to,
  - a. Trust Induction and Mandatory Training;
  - b. Leadership courses for all CeGs and Grades;
  - c. Advanced Life Support (ALS);
  - d. Intermediate Life Support (ILS);
  - e. Quality Improvement Workshops;
  - f. The Mary Seacole leadership programme;
5. If the Trust is not able to offer access to the above courses this needs to be reflected in contractual discussions.
6. Where the DMS staff posted to a Trust are instructors in any of the above courses they will be able to teach as part of the NHS team and should be afforded the same conditions as NHS staff under which to do this.

### **Clinical Opportunity**

7. In order to develop its personnel and permit them professional parity with their NHS colleagues the DMS requires placements in specific specialties and at a range of NHS Agenda for Change (AfC) bands, detailed below. These numbers will change over time and are to be renegotiable formal review meetings three times a year.

#### **Foundation Level Nurses**

8. Military Foundation level Nurses are qualified band 5 nurses within the first two years of qualification. Military Foundation Level Nurses must be supported by the Trust during their preceptorship period (first 12 months) and follow the Trust preceptorship programme in line with

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<sup>14</sup> Senior Nurse advisors – single Service advisors who can give advice on particular requirements for the Land, Air or Maritime environment

<sup>15</sup> Defence Specialist Advisors – give advice on Defence requirements as a whole.

<sup>16</sup> All experiences required are within the scope of practice of a registered nurse. Some are for completion by specialists only. DONC competencies to be signed off by individuals with a higher-level qualification than the individual being assessed.

their NHS counterparts. During this period, they require a mentored rotational programme incorporating:

**Year 1<sup>17</sup>** (37.5 x 44 = 1650 hrs:137 shifts PA. A shift is 12 hrs)

9. Longer placement in Acute General Medicine, Acute Respiratory Medicine or Medical Admissions/Assessment Unit. (96 shifts over 32/12 = 1200 hrs)

10. Shorter placement (36 shifts over 12/52 = 450 hrs) in two of the below areas to be chosen by the DMS from:

- a. Coronary Care
- b. Neurology
- c. IPC team
- d. Pain team
- e. Sepsis team
- f. Infectious disease ward
- g. HDU/ITU (level 2 patients)
- h. Emergency Department

**Year 2**

11. Longer placement (96 shifts over 32/12 = 1200 hrs) in one of:

- a. General surgery (ward)
- b. Vascular surgery (ward)
- c. Trauma and Orthopaedics (T&O)
- d. GI Surgery (ward)

12. Shorter placements (36 shifts over 12/52 = 450 hrs) in each of three areas to be chosen by DMS:

- a. Cardiac surgery
- b. ENT
- c. Ophthalmology
- d. Neurosurgery (ward)
- e. Theatres (scrub/anaesthetics/recovery)
- f. HDU/ITU (level 2 patients)
- g. Emergency Department

13. Up to 12 Foundation Nurses are to be placed with the Trust each year. A similar number of HCAs will come out of Phase 2, split into two groups across the year.

**General Nurses (RN(A))**

14. DMS are looking for placements for WTE RN(A) Nurses which will be filled by using a squadding system-allowing for minimal disruption to the Trust should individuals be deployed. Ward areas should be locally negotiated but could include Surgical, Medical or T&O specialties, or pre-specialisation (mentored) placements in Critical Care, Emergency Department or Theatres.

**Specialist Nurses**

15. Placements are required for squads of Nurses with a specialist qualification at AfC bands 5, 6 and 7 to meet operational requirements and where opportunities become available for singletons in Band 8 positions. The following table represents the totality of the predicted Defence target requirement for 2023 based on current workforce numbers and recruitment predictions to meet operational capability. These numbers are indicative of the WTE targets for Defence and the

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<sup>17</sup> Note: years 1 and 2 should be interchangeable

predicted workforce parameters but not absolute workforce numbers to be provided. The Authority will review actual workforce numbers annually and make a proposal to the Trust for agreement by both parties for the next 12 month period for the WTEs to be provided per banding and in which specialisms. This will then be reviewed at the Contract Review meetings 3 times per year and adjustments proposed as required to cater for workforce turbulence.

## **Nurse Placement Specialisms**

### **REDACTED**

*Table 1*

16. Given that DMS Nurses are already in Trusts there will be a phased change to reach desired numbers outlined in Table 1, ensuring Trust business can continue without detriment to the patients.

17. In addition to the figures in Table 1, the DMS will require the ability to add **REDACTED**

18. For band 6 and above positions the DMS is content that the Trust interviews suitable candidates in order to provide parity between MOD and NHS Nurses. In order to be considered for band 6 and above positions individuals will need the support of their single Service manning authorities.

## **Advanced Nurse Practitioners (ANPs)/Advanced Care Practitioners (ACPs)/Advanced Critical Care Practitioners (ACCPs)**

19. The DMS require a small number of placements for ANPs/ACPs/ACCPs. These contracts will be negotiated as singleton placements.

## **Allied Health Professionals (AHPs)**

20. DMS will require placements for a small number of AHPs. These will be negotiated on a case by case basis at contract review meetings.

## **Deployments**

21. Defence Nurses remain employed by the Crown and Operationally deployable. Should all nurses covering a WTE line be removed, with less than eight weeks' notice, and should the staff in that line not have already met the pro rata annual target then the NHS Trust may be able to claim agency/bank nursing fees from the DMS. This would be for only a period of eight weeks from the notification date, minus any notice period given, and up to the WTE the squad of Nurses should have worked in that period.

22. If, at the end of the financial year, Nurses, HCAs and AHPs have not met their NVSP commitment in a given area, then a reconciliation may be due to the Trust.

## **Defence Accredited Healthcare Professionals**

23. The DMS requires placements for a number of Defence trained and accredited (but not nationally registered) Healthcare Professionals; Royal Navy Medical Assistants, Army Combat Medical Technicians and RAF Medics; who may be working towards a nationally recognised qualification e.g. NVQ Health and Social Care or Paramedic status. These individuals are all expected to carry out pre-hospital care in the deployed setting and require CPD or CCE style placements within the NHS.

24. There is also a legacy group of military medics, who do not have, and are not working towards nationally recognised qualifications. These individuals should be used as band 2 Healthcare Assistants.

25. Non-registered individuals will work within squads (see Annex E) in order to provide WTE to the NHS whilst allowing for Military duties. NVSP will be negotiable dependent on level of qualification and time provided.

### **Training Placements**

26. The Trust shall provide (general and specialist) training placements to the DMS. The numbers identified below are maxima and the DMS shall provide its specific requirements to the Trust prior to the start of the placement.

27. Mentored training placements are required for trainee DMS Foundation Medics (Medical Assistants (MAs), Combat Medical Technicians and RAF Medics) throughout the year but with no more than 15 at any one time.

28. No NVSP will be required for mentored training placements, and they will not be expected to undertake military duties whilst on placement other than in times of national emergency.

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## PRINCIPALS OF SQUADDING

1. A 'squad' is a group of clinical personnel of like qualifications/operational roles provided for the purposes of supporting a particular Trust output. For example, there might be a group of Nurses who require to work in a particular specialism, or a number of biomedical scientists in Pathology.
2. The DMS shall identify a potential squad and estimate the whole-time equivalency of that squad (the Whole Time Equivalent (WTE) Complement). The number within the squad is for information only and does not form part of the calculation of WTE. The starting point is that a one WTE Nurse/AHP/HCA shall, essentially, equate to a full-time person, whose output is calculated to be 223 days each year (37.5 hours per working week)<sup>18</sup>, or 420 PAs for a consultant. The Trust shall manage the impact of annual leave, public holidays and short-term sick leave within that, in line with NHS personnel.  
  

1 Nurse or AHP WTE =	365 days
– weekends	104 days
– annual leave	30 days
– bank holidays	8 days
	= 223 days
3. As Service Personnel, DMS Personnel have military duties and responsibilities. They shall be afforded MFT in order to complete these. DMS will take into account the MFT required by squad members when allocating individuals to squads to allow the output to the Trust to be unaffected. Personnel within the squad above the agreed WTE Complement shall be managed by DMS under MFT.
4. DMS shall be responsible for monitoring and addressing issues of under/over performance against the contracted targets by squad members. Concerns by the Trust should be raised to the relevant line manager within DMS.
5. Locum fees shall not be paid by DMS for squads where the WTE has been met, or is predicted to be met, over the course of the entire financial year.

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<sup>18</sup> Although a working week calculation is based on short shifts (7.5 hrs) the DMS recognizes that staff will work the shift pattern normal within the Trust (i.e. if the NHS staff work long days it is acceptable for the DMS staff to do so as well, where appropriate) with hours calculated pro rata.



## Principles of Singleton Posts

1. Note: Singleton posts may be appropriate to any of the Clinical Employment Groups (CEGs) working within the NHS.
2. A Singleton post is a post which, by virtue of the appointment and qualifications and experience required, cannot readily be filled effectively by utilising a number of DMS Personnel.
3. A Singleton Placement must be agreed in advance by the DMS, DCA<sup>19</sup> (for Consultants), single Service manning authorities (for Nurses and AHPs) and the NHS Host Trust<sup>20</sup>; the contract will detail the apportionment of TFT: MFT and agreed funding (NVSP).

## Appointment process

4. Singleton consultants will be appointed via the Consultant Placement List (CPL) process. Details are available at Appendix A to Annex C.
5. There may be occasions when employment groups outside Consultant cadre are employed in Singleton posts (e.g. Senior Nursing roles, specialist AHPs, Nurse Practitioners). In these instances, the Trust may choose to interview the individuals for suitability for the role, and will be asked to provide confirmation of funding, before the DMS confirms the placement.

## Job Plans and NVSP

6. For each DMS person appointed to a Singleton post, the DMS, the Trust and the individual shall agree a job plan that recognises:
    - a. the annual output required by the Trust of that post/appointment (regardless of whether the appointment is filled by a DMS person or an NHS consultant);
    - b. a number of Programmed Activities/Days to be undertaken by the DMS person in contributing to that output and the periodicity with which they are to be undertaken;
    - c. the holiday entitlements of the DMS person.
  7. For salary purposes, the DMS Consultants' Working Week equates to the equivalent of a total of 11 Programmed Activities (PAs) (total TFT and MFT). For other trade groups, a WTE equates to 5 x 7.5-hour shifts per working week.
  8. Based on the job plan, the DMS and the Trust shall agree the TFT appropriate to the Singleton Post. TFT is to include a ratio of Direct Clinical Care (DCC)<sup>21</sup> and Supporting Professional Activity (SPA)<sup>22</sup> comparable to that of NHS Consultants working within the Trust.
- REDACTED**
9. DMS Consultants and Nurses will be expected to have a DMS job plan separate from, but based on, any clinical job plan required by the Trust.

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<sup>19</sup> DCA – Defence Consultant Advisor – a senior Defence Consultant able to offer advice regarding individual specialties; Trauma and Orthopaedics, Emergency Medicine, Surgery, Anaesthetics, Intensive Care Medicine, Medicine, Communicable Diseases and Infection Prevention, Neurology, Neurosurgery, Obstetrics and Gynaecology, Ophthalmology, Maxillofacial surgery, Pathology, Radiology, Urology and some specific military specialties.

<sup>20</sup> Where singleton placements involve nursing/AHP staff single Service manning authorities should also be involved.

<sup>21</sup> This is patient facing time and is TFT.

<sup>22</sup> This is an activity such as writing of notes/referral letters relating to patients or/and secondary duties for the Trust such as 'Airway Lead' or Trust initiated meetings. This type of activity is TFT.

10. The DMS may wish to appoint a DMS person to the Trust for a period in order to undertake refresher training. On a case by case basis, the DMS and the Trust shall agree the appropriate arrangements.

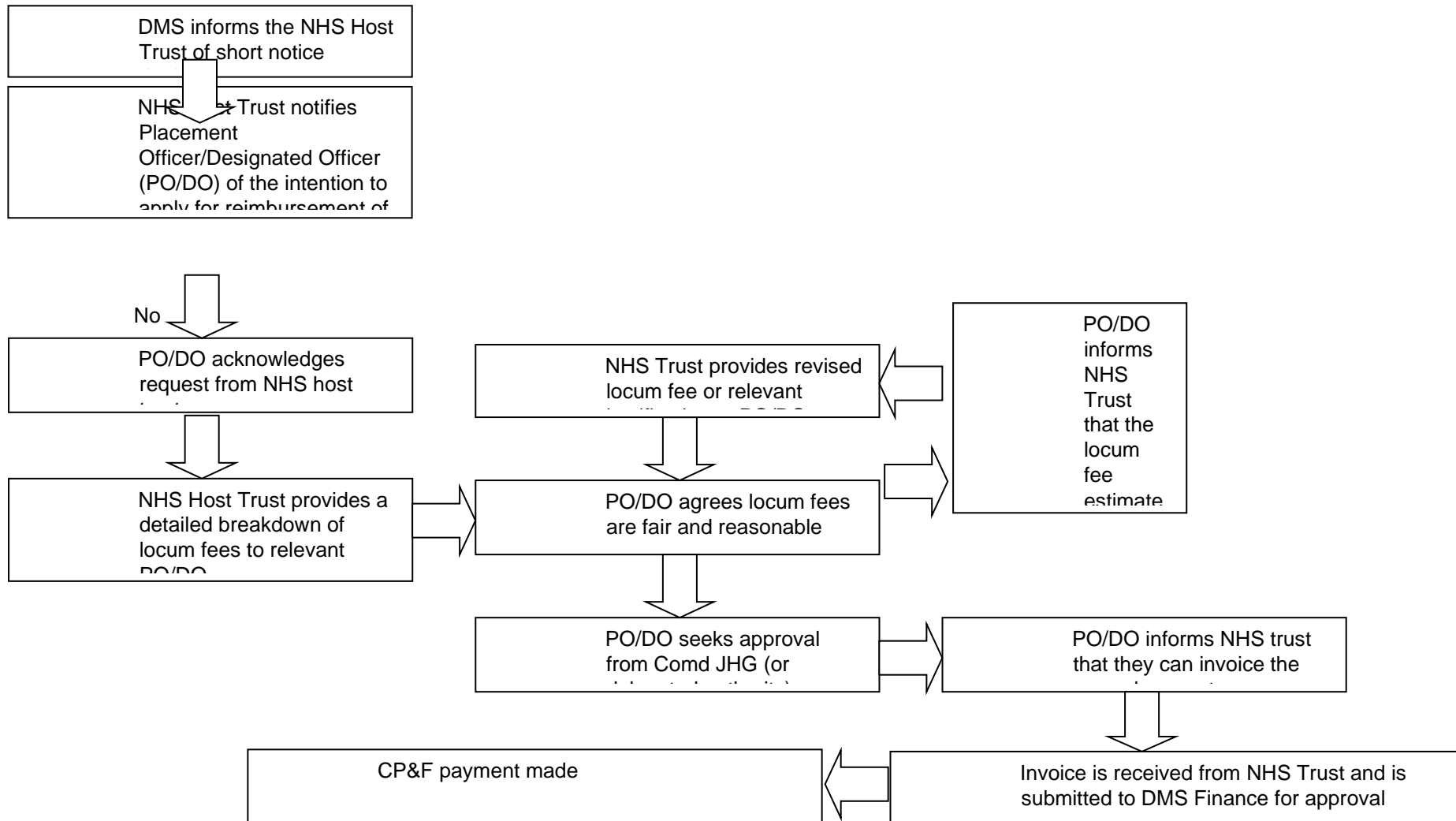
11. A DMS person appointed to a Singleton post may have significant professional military commitments (e.g. Defence Consultant Adviser, participation in aero medical evacuation rota, consultancy at military clinical locations) which restrict the time that can be made available to the Trust. These commitments shall be considered when calculating TFT and therefore also NVSP.

12. While job plans for Nurses are not commonplace in the NHS all DMS Nurses, as well as Consultants, are expected to have one. The DMS job plan is separate from, but based on, any clinical job plan required by the Trust. Where Trust job plans are used, they should be made available to the DMS.

## Calculation of NHS Value of Service Personnel (NVSP)

REDACTED

## PROCESS FOR NHS TRUST APPLICATION FOR LOCUM FEES:



## DATA MANGEMENT DEFINITIONS

1. For the purposes of this document, 'personal data' and 'special categories of data' shall be referred to collectively as 'personal data'.
2. In the context of this contract:
  - a. **The Trust.** South Tees Hospitals NHS Foundation Trust
  - b. **Data Controller.** The natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data.
  - c. **Data Subject.** An individual who is the subject of personal data.
  - d. **Information Commissioner.** Responsible for upholding information rights in the public interest, promoting openness by public bodies and data privacy for individuals.
  - e. **Legal Compliance Framework.** Ensuring compliance with current Data Protection legislation which is a legal requirement.
  - f. **Personal Data.** Any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier or one such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person' from that information or from that and other information in the possession of the Data Controller.
  - g. **Special Categories of Data.** Data consisting of racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data concerning health or data concerning a natural person's sex life or sexual orientation.
  - h. **Non-Personal Data.** Information exchanged or shared to carry out a business role or deliver a service on behalf of the MOD, that does not constitute personal data.
  - i. **Data Processor.** This means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller.
  - j. **Data Protection Advisor.** The focal point within each Party, for Data Protection issues.

## Legal

3. The Data Controller (DMS) has submitted a notice to the Information Commissioner which describes the processing of personal data by DMS for the purposes listed below. The Data Controller for the MOD is the Secretary of State for Defence. Throughout this contract, the Data Controller will refer to the Data Protection Officer for the MOD and Data Protection lead for the Joint Medical Group.
4. Fair processing notices or Privacy Notices are a fundamental part of the legal compliance framework associated with this Agreement. The Trust will issue fair processing notices to Data Subjects informing them of the purposes for which their personal and non-personal data will be processed (which are documented in the Data Protection Impact Assessment), including processing by, transfer to or sharing with third parties for the purposes listed below.

5. Where the DMS transfers data to the Trust, for the purposes below, the DMS will be the Data Controller. Where the Trust carries out additional processing, the Trust will be the Data Controller.
6. The Trust will identify and provide the contact details for its data controller where applicable.

#### **Transferred Data**

7. The DMS, as data controller, will adhere to the overarching requirements of the DPA 18 and GDPR and other relevant legislation in respect of the processing, transfer or sharing with the Trust of the personal data and non-personal data specified above, in particular, but not limited to, compliance with the six data protection principles contained within Chapter 2 of the Data Protection Act 2018. In addition, where medical data is being processed adhere to the Caldicott Principles. The DMS would expect this to be in the form of a Data Protection Impact Assessment (formerly Privacy Impact Assessment (PrIA)) that would be reviewed annually.
8. The Trust will provide access to NHS information systems, computer software, data bases and any other IT provision required for DMS staff to execute their duties.
9. The Trust will ensure sufficient training for DMS personnel to successfully use NHS information systems, computer software and data bases is provided.
10. The Trust will be required to provide a copy of their privacy statement and any data sharing agreements.

#### **Data Breaches**

11. Any data breaches must be reported to the Information Commissioner's Office (ICO) by the Data Controller within 72 hours. Accordingly, the DMS is to be notified by the Trust of any data breaches without undue delay.
12. If the DMS discovers any data breaches on the relevant to the data listed in this agreement within MOD Systems, it will report them to the ICO and notify the Trust within 72 hours.

#### **Responsibility for Complaints**

13. If the DMS receives a complaint about its compliance with current Data Protection legislation, relating to the data transferred to Trust, the DMS is responsible for handling the complaint. If the complaint relates to Trust processing of personal data, the Trust is responsible for handling the complaint.

#### **Management and Organisation**

14. The Trust is responsible for the security of all data transferred in accordance with this Agreement and for compliance with current Data Protection legislation in respect of such data in its capacity as Data Processor of such data: The DMS, as Data Controller, reserves the right to amend or rescind the Agreement as appropriate by giving notice (as outlined at the relevant clauses) and to investigate alleged breaches. The Trust may propose amendments to this agreement, if they feel any circumstances have changed.

#### **Liability**

15. The Trust shall indemnify the MOD against any costs, claims, expenses (including reasonable legal costs) damages, liabilities, actions and proceedings brought against the MOD other by any third party arising out of a breach of this Agreement by Trust (or an employee, agent or subcontractor of such party).

#### **Confidentiality**



**16.** Each party shall treat as confidential the content of this Agreement and all information relating to the business and/or affairs of the other party which it may receive or derive as a result of this Agreement and shall not disclose to any person, or allow any other person to use, such information other than as permitted by this Agreement.

**17.** Each party shall be entitled to disclose the information referred to at the relevant clauses to its professional advisers strictly on a 'need to know' basis and provided such professional advisers are under a binding duty of confidence.

## Glossary

ACCP	Advanced Critical Care Practitioner
ACP	Advanced Care Practitioner
AfC	Agenda for Change
AHP	Allied Health Professional
ALERT	Acute Life-Threatening Events Recognition and Treatment
ANP	Advanced Nurse Practitioner
ASCAB	Armed Services Consultant Appointment Board
ASER	Automated Significant Event Report
BMS	Bio Medical Scientist
CCE	Continuing Clinical Exposure
CCT	Completion of Consultant Training
CMT	Combat Medical Technician
CO	Commanding Officer
CPD	Continuing Professional Development
CPL	Consultant Placement List
CQC	Care Quality Commission
DBS	Disclosure and Barring Service
DCA	Defence Consultant Advisor
DCC	Direct Clinical Care
DIO	Defence Infrastructure Organisation
DMS	Defence Medical Services
DO/PO	Designated Officer/Placement Officer
DOCN	Deputy Officer Commanding Nursing
DSA	Defence Specialist Advisor
E&T	Education and Training
FTSUG	Freedom to Speak Up Guardian
GMC	General Medical Council

GMP	Good Medical Practice
HCA	Health Care Assistant
HG&A	Healthcare Governance and Assurance
HCPC	Health Care Professionals Council
JHG	Joint Hospital Group
KPI	Key Performance Indicator
MA	Medical Assistant (Royal Navy)
MCD	Military Clinical Director
MFT	Military Funded Time
NMC	Nursing and Midwifery Council
NVQ	National Vocational Qualification
NVSP	NHS Value of Service Personnel
OCN	Officer Commanding Nursing
ODP	Operating Department Practitioner
PA	Programmed Activity
PO	Placement Officer
RAPID	Recognition, Assessment and Physiological Interpretation of Deterioration
SNA	Senior Nurse Advisor
SPA	Supporting Professional Activity
TFT	Trust Funded Time
WTE	Whole Time Equivalent

**Schedule 3 – Payment Schedule**

**For the Period from 01 July 2022 – 31<sup>st</sup> June 2025**

**REDACTED**

**For the Period from 01 July 2025 – 31<sup>st</sup> June 2027**

**REDACTED**

**Schedule 4 – DEFFORM 111**  
**REDACTED**

# Personal Data Particulars

**DEFFORM  
532**  
Edn 05/18

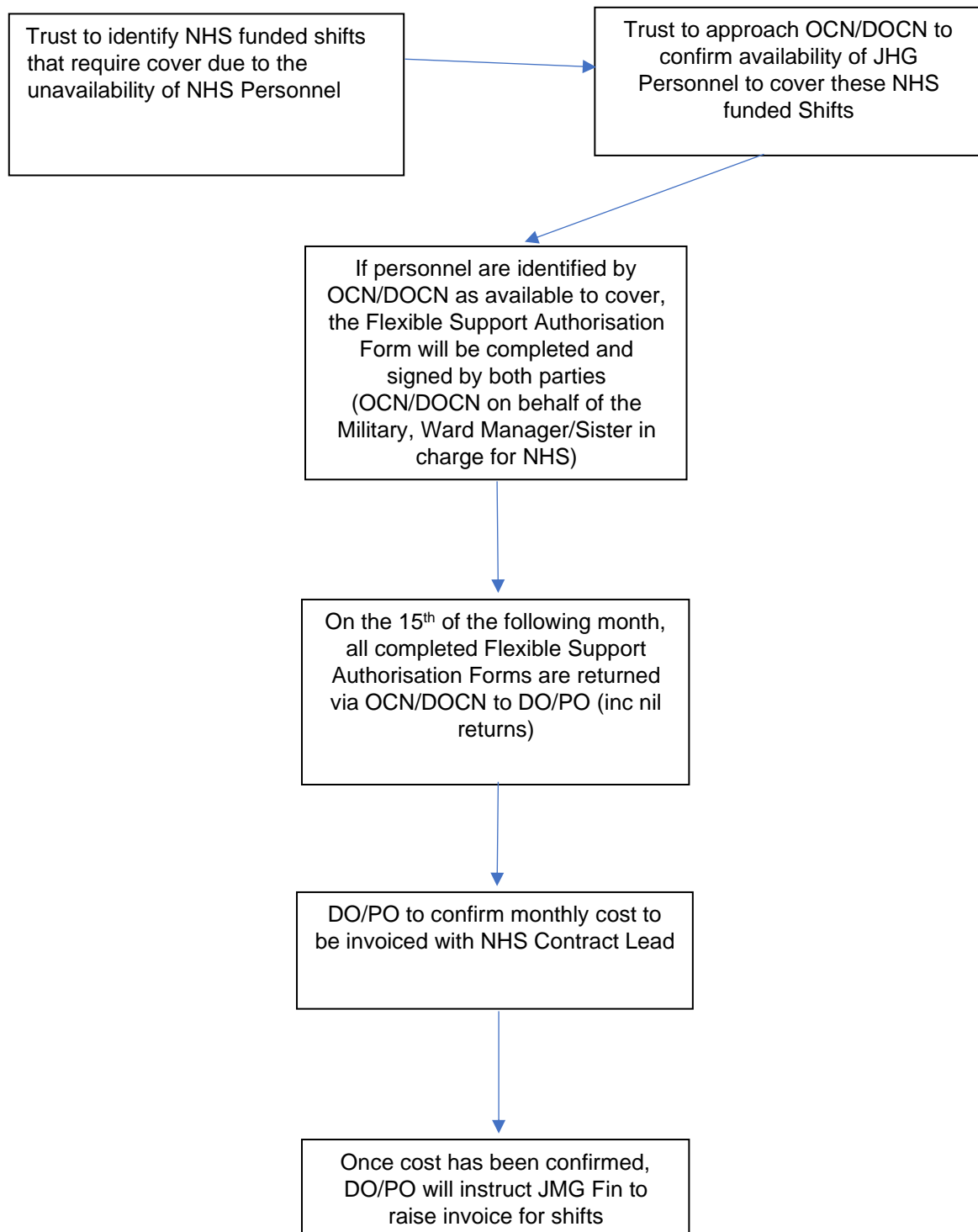
This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

<b>Data Controller</b>	The Data Controller is the Secretary of State for Defence (the Authority). The Personal Data will be provided by: <b>REDACTED</b>
<b>Data Processor</b>	The Data Processor is the Contractor. The Personal Data will be processed at: <b>South Tees Hospitals NHS Foundation Trust</b>
<b>Data Subjects</b>	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: <i>[please specify]</i> <b>Circa 128 Military personnel of all ranks, clinical staff and Headquarters staff. This number will fluctuate as personnel are assigned to and from the JHG.</b>
<b>Categories of Data</b>	The Personal Data to be processed under the Contract concern the following categories of data: <i>[please specify]</i> <b>Name, address, telephone numbers, military service details, training records, employment history, travel and leave dates.</b>
<b>Special Categories of data (if appropriate)</b>	The Personal Data to be processed under the Contract concern the following Special Categories of data: <b>N/A</b>
<b>Subject matter of the processing</b>	The processing activities to be performed under the contract are as follows: <b>Staff records required for induction and work in the trust.</b> <b>Information required for daily work</b> <b>Staff training records.</b> <b>Information required for management of performance and appraisal.</b> <b>Occupational Health Records.</b>

<p><b>Nature and the purposes of the Processing</b></p>	<p>The Personal Data to be processed under the Contract will be processed as follows:  <b>Collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not).</b>  <b>For the purpose of daily employment and management activity, statutory obligation including HSAW and training.</b></p>
<p><b>Technical and organisational measures</b></p>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:  <b>All information relating to military personnel stored by the Trust must be handled in accordance with NH guidelines and on a NHS accredited system. Evidence of this will be required during the bid process.</b></p>
<p><b>Instructions for disposal of Personal Data</b></p>	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):  <b>All data relating to military personnel should be deleted or returned to MOD on completion of the contract period. Any requirement to archive data for legislative purposes should be articulated in the contractual bid.</b></p>
<p><b>Date from which Personal Data is to be processed</b></p>	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:  <b>01 April 2022</b></p>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

## Schedule 6 – Flexible Support





Schedule 6, Annex A – Flexible Support Authorisation Form

**Month:**

**Ward/Dept:**

**Week 1**

**Date: Monday 2020 to Sunday 2020**

Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Early 7.5							
Late 7.5							
LD 11.5							
Nights							

Sister Charge Nurse

Off Duty Team/MSC

**Week 2**

**Date: Monday 2020 to Sunday 2020**

Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Early 7.5							
Late 7.5							
LD 11.5							
Nights							

Sister Charge Nurse

Off Duty Team/MSC

**Week 3**

**Date: Monday 2020 to Sunday 2020**

Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Early 7.5							
Late 7.5							
LD 11.5							
Nights							

Sister Charge Nurse

Off Duty Team/MSC

**Week 4**

**Date: Monday 2020 to Sunday 2020**

Shift	Mon	Tue	Wed	Thu	Fri	Sat	Sun
Early 7.5							
Late 7.5							
LD 11.5							
Nights							

Sister Charge Nurse

Off Duty Team/MSC

- Enter shift required and name of personnel covering

## **Schedule 7 – Protocol for Handling Claims**

### **PROTOCOL FOR THE HANDLING OF CLAIMS**

#### **A. PURPOSE AND APPLICATION**

1. The purpose of this protocol is to ensure in respect of all accidents on or after the effective date of this Contract the speedy and efficient administration of claims involving the Authority's Service staff working at the Trusts Hospitals. This protocol applies where the Authority's staff are involved in the circumstances of a claim by any person against the Trust or the Authority.

#### **B. ADMINISTRATION AND LEGAL SERVICES**

1. The basic principle will be that the Trust takes lead responsibility for all legal matters. Notification of any possible litigation case will be forwarded to the Trust's Legal Administrator.

2. The Trust's Legal Administrator will analyse the claim and if it relates solely to the Trust's staff treating Service personnel, the matter will be referred to MOD claims.

3. In the event of a joint claim against the Trust and the Authority or any loss of its Service Staff, the Trust's solicitors will take the lead role as instructed by the Trust's Legal Administrator.

4. Where a plaintiff makes a claim or initiates legal action against the Trust which involves both the Authority's Service staff and Trust's employees, the Plaintiff will be encouraged to issue any proceedings against the Trust alone, the Trust assuming, for the purposes only of the litigation, responsibility for the acts or omissions of the Authority's Service staff, subject to the arrangements as to apportionment of damages and costs set out in Section C below.

5. Correspondence with the Plaintiff's solicitors and conduct of the claim will be in the hands of the Trust's solicitors, except where the claim is addressed to the Authority or its Service staff and does not involve the Trust's employees, when the Authority may in its discretion have conduct itself.

6. Where conduct of a claim is by the Trust's solicitors they will be directed:

(i) to copy all substantive correspondence and relevant documentation including in particular, statements of, or correspondence and relevant documentation including particular, statements of, or correspondence with Authority's Service staff to MOD claims subject to payment of their reasonable copying charges.

(ii) to keep MOD claims informed of all significant developments in the claims.

(iii) not to incur disbursements, make admissions of liability or offers in settlement without the agreement of MOD claims, such agreement not to be unreasonably withheld.

## **C. APPORTIONMENT**

Following the model of HM (54) 32 'National Health Service Legal Proceedings', where this protocol applies, either the Trust or the Authority may decide to settle the claim at its own expense and without contribution from the other. Otherwise, the following shall apply:

- (i) If the Trust and the Authority decide to explore the possibility of settlement, the payment (including costs) to be made to the Plaintiff shall be borne between them in such proportion, as they may agree or, failing agreement, in equal shares.
- (ii) If the Trust and the Authority decide to defend the action in court, they will attempt to agree apportionment before trial or failing this, after trial. If no agreement is reached damages and costs shall be borne equally.
- (iii) Counsel's and Expert's fees incurred in connection with the Defence of a claim shall be borne equally by the Trust and the Authority in such proportion as they may agree or, failing agreement, in equal shares.