

**Health Education England - London  
Primary and Community Care Training Hub  
Host Contract Award  
Service Agreement**

between

**Health Education England  
(The Authority)**

**And**

**Lambeth Together Training and Development Hub CIC**

**On behalf of**

**Lambeth Training Hub**

**1<sup>st</sup> April 2021    31<sup>st</sup> March 2022**

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## **Section A**

### **Introduction**

This Agreement, together with Schedule 1 (The Provider Service Specification), Schedule 2 (the Services to be delivered by the Training Hub), any additional services Annex 1 (where applicable) and Schedule 3 (the Finance Schedule) set out the terms upon which the Authority wishes to appoint you, the Provider, to provide the Services to it, and will constitute the Agreement under which such Services will be performed.

For the purposes of the Agreement:

- The Services shall include the hosting and facilitation of the Training Hub and shall be as more specifically set out in section B (Definitions), section C (Terms and Conditions for the Supply of Services) and Schedule 1 (The Provider Service Specification) Schedule 2 (The Services to be delivered by the Training Hub), Annex 1 (any additional services where applicable) and Schedule 3 (The Finance Schedule)
- The Premises from which the Services will principally be hosted by will be Lambeth Together Training and Development Hub CIC, 1 Alleyn Park, London, SE21 8AU
- The commencement date is 1<sup>st</sup> April 2021 to 31<sup>st</sup> March 2022 unless extended by the Authority
- The Payments to be made by the Authority to the Provider for the Services shall be the **amount described in “Schedule 3 The Finance Schedule”**
- The Payments may be invoiced by the Provider in accordance with the instructions laid out in **“Schedule 3 The Finance Schedule”**; and
- The Authority will settle all valid and undisputed invoices submitted by the Provider within thirty (30) days of their receipt by the Authority.

## Form of Agreement

The Agreement is made on 1<sup>st</sup> April 2021

Between: Health Education England of Blenheim House, Duncombe Street, Leeds LS1 4PL ('the Authority') acting for the purposes of this Agreement through the local office [Health Education England of London Stewart House, 32 Russell Square, London, WC1B 5DN]

and Lambeth Together Training and Development Hub CIC, 1 Alleyn Park, London, SE21 8AU

\_\_\_\_\_

For: Lambeth Training Hub

For the purposes of this Agreement, each of the Authority and the Provider is referred to as a **"Party"** and both together are referred to as the **"Parties"**

Signed ...  ..... Date...31<sup>st</sup> December 2021 .....

Name ...  .....

Title .....Primary Care Dean .....

For and on behalf of **Health Education England (The Authority)**

I confirm that I have read and understood the terms of the Agreement (including Schedule 1, Schedule 2 and Schedule 3), I am duly authorised to accept them on behalf of Lambeth Together Training and Development Hub CIC and I hereby confirm that I accept the same in full and agree to be bound by them.

Signed ... ..... Date...30<sup>th</sup> December 2021

Name 

Title Managing Director

For and on behalf of Lambeth Together Training and Development Hub CIC

## **Section B – Definitions**

In this Agreement the following words and expressions shall, save where the context otherwise requires, have the following respective meanings:

**Agreement** means this agreement plus the Schedules and Annexes to it, all of which are incorporated into and form an integral part of the Agreement;

**Authority** means Health Education England (referred to in this Agreement as “the Authority” but acting through the local office London for the purposes of this Agreement;

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

**Commencement Date** means the date of signature of this Agreement, being the date of counter-signature of Section A by the Provider;

**Confidential Information** means any and all information (however recorded, preserved or transmitted) which is confidential to a Party or which ought reasonably to be understood as confidential to a Party, and which is disclosed or made available, directly or indirectly, by or on behalf of one Party or its employees, officers, representatives or advisers to the other Party or its employees, officers, representatives or advisers (whether before or after the Commencement Date);

**DH** means the Department of Health for England and Wales;

**Disclosure & Barring Service (or DBS)** means the executive, non-departmental public body of the Home Office, which is the result of the merger of the Independent Safeguarding Body and Criminal Records Bureau;

**Dispute Resolution Procedure** means the dispute resolution procedure detailed in clause 10;

**Training Hub** is a group of persons and / or organisations that come together to collaborate on planning and delivering workforce capacity, education and training, and the specific Training Hub for the purposes of this Agreement is known as Lambeth Training Hub;

**Effective Date** means the date of signature of this Agreement by the last of the Parties to it;

**FOIA** means the Freedom of Information Act 2000;

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

- I. Act of God, government regulation, fire, pandemics, epidemics or industrial dispute (not directly involving the employees of either Party);
- II. war, civil war (whether declared or undecared), armed conflict, riot or acts of terrorism; or
- III. nuclear contamination unless in any case the Party claiming the benefit of relief is the cause of the contamination; or
- IV. radioactive chemical or biological contamination (of the site of facilities from which the Services are provided);
- V. pressure waves caused by aircrafts or other aerial devices travelling at supersonic speeds,

in each case, which directly causes a Party to be unable to comply with all or a material part of its obligations under this Agreement;

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

**Intellectual Property** means any and all patents, trademarks, service marks, domain names, design rights, utility models, inventions, know how, trade and business names, copyrights and rights in

databases and any other similar rights or obligations subsisting anywhere in the world (whether registrable or not, and whether or not actually registered) for the full duration of such rights including extensions and renewals and applications to register for any of them, and including the goodwill in the same;

**Law** means:

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

in each case, in force in England and Wales;

**NHS** means the National Health Service for England and Wales;

**NHS Act** means the National Health Service Act 2006;

**NHS Indemnity Scheme** means the NHS Indemnity Schemes established or amended pursuant to Section 71, of the NHS Act by the Secretary for Health;

**Payments** means the amount(s) to be paid by the Authority to the Provider for the provision of the Services, as set out within the terms of this Agreement;

**Premises** mean the premises from which the Services will be principally managed by the Provider as set out within this Agreement;

**Provider** means the person, firm or organisation (be it an NHS Trust or a Clinical Commissioning Group or a GP Federation or other form of legal entity) identified as the contracting Party under this Agreement and which thereby assumes responsibility for the Services as defined in Schedule 1 (Service Specification) its Annex (Service Schedule) and Schedule 2 (The Finance Schedule)

**Quality Monitoring** means the process of ensuring that the Services are delivered and developed in such a way as to meet the quality and performance requirements of the Authority as determined and agreed locally between the local HEE team and the Provider and detailed within Annex 1 (the Service Schedule);

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

**Related Agreements** means the Higher/Further Education Agreements and any other agreements with third parties to the extent that they are relevant and applicable to the Services provided by the Host under this Agreement;

**Services** mean the services to be provided to the Authority by the Provider pursuant to this Agreement;

**Service Review** means the agreed method by the Authority and the Provider to review the delivery of the Services by the Provider and any other issues that might arise in relation to this Agreement.

## **Section C - Terms and Conditions**

### **1. LEGAL STATUS AND INTERPRETATION AND CONSTRUCTION**

#### **1.1. Legal Status**

Where the Agreement is made between two health service bodies (as defined in section 9(4) of the NHS Act), it shall constitute an NHS contract (as defined in section 9(1) of the NHS Act).

Where one or both Parties is not an NHS body, the Agreement shall constitute a legally binding contract and shall not be an NHS contract.

In both circumstances described above, the Agreement shall for the avoidance of doubt, be binding, but a different resolution process shall apply in each case, pursuant to clause 10

#### **1.2. Interpretation and Construction**

In the Agreement, unless the context otherwise requires:

Words importing any gender include any other gender, words in the singular include the plural and words in the plural include the singular.

References to clauses and schedules are to clauses and schedules of the Agreement unless otherwise specified. The headings to the clauses and schedules in the Agreement are for convenience only and have no legal effect.

References to any statute or statutory provision in the Agreement shall be deemed to refer to those provisions as replaced, amended or re-enacted from time to time whether by statute or by directive or regulation.

References to a person include an individual, partnership, firm, trust, body corporate, government, governmental body, Body or agency and an unincorporated body of persons or association.

A reference to writing or written includes faxes and email provided that a successful transmission report or return receipt is generated and retained.

### **2. CO-OPERATION**

- 2.1. The Parties agree to co-operate in good faith with regard to their respective obligations later detailed in Schedule 1 (the Provider Service Specification) under this Agreement.

### **3. THE SERVICES**

- 3.1. The Provider hereby warrants that it will provide the Services later detailed in Schedule 1 – The Provider Service Specification Schedule from the Commencement Date and for the remainder of the term of this Agreement at all times and in all respects:

- 3.1.1.in accordance with the terms and requirements of this Agreement;

- 3.1.2.with all due skill, care and diligence, and using an adequate number of appropriately skilled, experienced, qualified and trained personnel so as to meet the requirements of the Agreement;

- 3.1.3.in accordance with Good Industry Practice;

- 3.1.4.in compliance with the Law (including the holding and maintaining of all necessary licenses, authorisations, consents and permissions in order to ensure compliance in all respects with its obligations under this Agreement);

- 3.1.5.in a timely manner, and in any event where specific timeframes have been agreed for the performance of the Services time for performance shall be of the essence of the Agreement;
- 3.1.6.using its best endeavours to ensure that it does not do, and to procure that none of its employees, directors, officers or agents does, anything that may damage the name, reputation or goodwill of the Authority in any material respect;
- 3.1.7.in a manner which does not infringe the Intellectual Property or other rights of any third party; and
- 3.1.8.subject to clause 3.3, otherwise in accordance with the Authority's instructions and directions issued from time to time.
- 3.2. In the event of any conflict or inconsistency between any of the requirements set out in clauses 3.1.1 to 3.1.8 (inclusive), the Provider shall give the Authority notice to that effect and shall, as soon as practicable, discuss such conflict or inconsistency with the Authority. The Parties shall seek, through open discussion, to agree how the conflict or inconsistency is to be addressed and the impact (if any) on this Agreement and the provision of the Services. If the Parties have failed to reach agreement within ten (10) Business Days of the Provider giving notice to the Authority of the conflict or inconsistency, either Party may refer the dispute to the Dispute Resolution Procedure later detailed in clause 10. During any such reference to the Dispute Resolution Procedure, the Provider shall continue to provide all Services to the Authority which are not in dispute.
- 3.3. The Provider shall not be obliged to comply with any instructions or directions from the Authority under clause 3.1.8 which either (i) do not comply with the Law or (ii) which will or are likely to require the Provider to incur additional costs in complying with such instructions

#### **4. CONTRACT MANAGEMENT AND REVIEW**

- 4.1. Each of the Parties shall nominate a contract management representative and shall ensure that its contract management representative (i) participates in review meetings arranged under this clause 4 and (ii) is duly authorised on behalf of their organisation to make contract management decisions.
- 4.2. The Parties shall meet on a frequency to be mutually agreed from time to time (but not less than annually) in order to review:
  - 4.2.1.this Agreement and its Schedules;
  - 4.2.2.the performance of the Parties with regard to their respective duties and obligations under this Agreement;
  - 4.2.3.any suggested improvements, variations, extensions or reductions to the Services;
  - 4.2.4.any change in the Law applicable to this Agreement and which affects its operation; and
  - 4.2.5.such other matters as the parties consider necessary.
- 4.3. Each review shall be completed by the Parties' contract management representatives and shall be properly minuted to record all matters discussed and agreement between the Parties reached in respect of the matters discussed (including any agreed amendments to the terms of the Agreement). Matters in dispute following a review shall be subject to the Dispute Resolution Procedure.

#### **5. PAYMENTS**

- 5.1. In consideration of (and subject always to) the proper performance of the Services in accordance with the requirements of the Agreement, the Authority will make the Payments to the Provider. The level of the Payments and the specific arrangements for their invoicing and payment are as set out in Schedule 3, The Finance Schedule.

- 5.2. All sums payable to the Provider under this Agreement are exclusive of VAT, which shall, where applicable, be paid in addition at the rate in force at the due time for payment subject to the Provider supplying a valid VAT invoice to the Authority.
- 5.3. If the Parties have a genuine dispute in relation to all or any part of the Payments, the Authority shall make payment to the Provider of the undisputed portion of the Payments in accordance with the arrangements set out in this Agreement. The Parties shall use all reasonable endeavours to resolve the dispute in question within twenty (20) Business Days of the dispute arising. If they fail to resolve it, either Party may refer the matter to the Dispute Resolution Procedure.
- 5.4. The Payments constitute the total fixed price agreed between the Parties for the performance of the Services, including any materials, equipment or other items required for their completion. Accordingly, the Authority is not liable for any costs, expenses or other payments except those explicitly referred to in this Agreement unless the Authority specifically accepts them, in writing in advance of being incurred. Any such additional amounts, costs or expenses incurred by the Provider in the performance of the Services not agreed to in writing by the Authority prior to being incurred will be at the sole risk of the Provider.
- 5.5. The Parties agree that where this Agreement is of a type that attracts specific funding, if:
  - 5.5.1.any agreed Services are not delivered; and/or
  - 5.5.2.any information or data required by the Authority is not made available by the Provider in accordance with this Agreement; and
  - 5.5.3.where the matters referred to above have been the subject of a Remedial Action Plan which has not been complied with in accordance with the agreed timescales;

a reasonable proportion of this funding may be withheld by the Body until the Remedial Action Plan has been complied with. The Body may use the funds withheld to defray the expense of securing the provision of the Services with an alternative provider where, in its discretion, it requires it to do so.
- 5.6. A reasonable proportion of this funding may be withheld by the Authority until the Remedial Action Plan has been complied with (clause 10.5).

The Authority may use the funds withheld to defray the expense of securing the provisions of the Services with an alternative Provider where, in its discretion, it requires it to do so.

## **6. LIABILITY AND INSURANCE**

- 6.1. Nothing in this Agreement is intended to limit or exclude the liability of either Party for death / personal injury caused by its negligence, for fraud or for any other matter in respect of which liability cannot be limited or excluded by operation of law.
- 6.2. The Provider shall indemnify the Authority (and its employees, agents and other representatives / contractors) for any expense, liability, loss, claim or proceedings in respect of personal injury or death to any person and injury or damage to property real or personal, being injury or damage caused by the Provider or its employees, agents or contractors in the performance of the Services and its other obligations under this Agreement.
- 6.3. For the avoidance of doubt, where the Provider sub-contracts any aspect of the Services to a third party for delivery, it will remain primarily responsible and liable to the Authority under this Agreement for the performance of the Services and such sub- contracting shall not relieve the Provider of its obligations to the Authority under this Agreement.
- 6.4. During the term of this Agreement and thereafter, the Provider shall (insofar as it is not covered by the NHS Indemnity Schemes) maintain third party and any other appropriate insurance to cover its obligations and liabilities assumed under or pursuant to this Agreement. The Provider will also ensure

that any sub-contractor it engages in the performance of any of the Services also complies with the insurance / indemnity requirements of this clause 6.4.

## **7. NOVATION, ASSIGNMENT AND SUB-CONTRACTING**

- 7.1. The Authority and the Provider hereby acknowledge and agree that this Agreement shall be binding on, and shall inure to the benefit of, their respective successors in title and permitted transferees and assigns.
- 7.2. In the case of the Authority, its successors shall include any party to whom the Authority (and/or such governmental or regulatory Body as may be involved), transfers the property, rights and liabilities of the Authority, upon the Authority ceasing to exist or upon its status changing or it being re-organised or upon its functions being altered, and references to parties, shall be construed accordingly.
- 7.3. For the avoidance of doubt, in the event that the Authority, or any successor commissioning organisation, ceases to exist, the provisions of the NHS Act (or any successor legislation) in relation to residual liabilities including, without limitation, sections 70 and 71 thereof, shall apply.
- 7.4. Save as anticipated above, neither Party may assign, transfer, sub-contract, or otherwise dispose of its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other Party.
- 7.5. Both Parties hereby agree that they will enter into and sign such documentation as may be reasonably required of them to implement or perfect such transfer of rights, obligations and liabilities as may result from the operation of this clause 7.
- 7.6. Any permitted sub-contracting of its obligations shall not relieve the Provider of its direct responsibility and liability to the Authority under the Agreement in respect of the performance of the Services, and **the acts or omissions of the Provider's sub-contractor** shall be deemed to be those of the Provider for the purposes of this Agreement.

## **8. TERMINATION**

- 8.1. The Authority may terminate this Agreement immediately (in whole or in part) by giving notice in writing to the Provider on the occurrence of any one or more of the following events:
  - 8.1.1. if the Provider ceases to offer or perform the Services (or any part of them) as required by this Agreement;
  - 8.1.2. if the Provider commits a material breach of this Agreement:
    - 8.1.2.1. such that the Authority cannot reasonably be expected to continue to perform its obligations under this Agreement; or
    - 8.1.2.2. where the breach is not capable of being remedied to the satisfaction of the Authority within one (1) month of a notice in writing to the Provider requesting its, or their, remedy;
  - 8.1.3. if the Provider commits a persistent breach of this Agreement (which for the avoidance of doubt shall mean any non-material breach which is repeated more than two (2) times during this Agreement);
  - 8.1.4. if (i) the Provider enters into a composition or arrangement with its creditors, (ii) the Provider takes any step (or any step is taken) in relation to its winding-up, dissolution, administration, reorganisation, receivership or liquidation, (iii) the Provider is or is deemed to be unable to pay its debts as they fall due, (iv) the Provider ceases or threatens to cease trading or (v) any event similar or analogous to any of the above occurs in respect of the Provider in any jurisdiction (it can be reasonably apprehended that any of the same is reasonably likely to be about to occur in respect of the Provider); and / or

- 8.1.5. the Provider is or becomes subject to an order made under section 65B or 65D of the NHS Act.
- 8.2. The Provider may terminate the Agreement by written notice to the Authority if the Authority has not paid any undisputed amounts within 90 days of them falling due.
- 8.3. The termination of this Agreement for whatever reason shall be without prejudice to any rights or liabilities which have accrued prior to the date of termination.
- 8.4. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.

## 9. CONSEQUENCES OF TERMINATION

- 9.1. In the event of termination or expiry of this Agreement no further funding shall be allocated to the Provider under this Agreement and no further Payments shall be made by the Authority to the Provider (save in respect of those relating to Services properly provided up to the effective date of termination of the Agreement).
- 9.2. Notwithstanding clause 9.1 above, and unless the Authority directs the Provider otherwise, if, following termination of the Agreement for any reason there are any uncompleted aspects of the Services which the Authority requires to be completed, this Agreement shall remain in full force and effect in relation to such activity but only until the activity in question has been completed.
- 9.3. In the event of early termination of this Agreement, the Provider shall be required to share such information as the Authority reasonably deems relevant with any successor organisation(s) subject to compliance with its obligations relating to confidentiality and data protection.
- 9.4. In the event of expiry or termination of this Agreement, the Provider and the Authority shall co-operate fully to ensure an orderly handover in relation to all aspects of the Services to alternative Providers and shall at all times act in such a manner as not to adversely affect the delivery of the Services or the obligations of the parties under this Agreement.

## 10. DISPUTE AND REMEDIATION

- 10.1. During any dispute arising between the Parties, it is agreed that the Provider shall continue its provision of the Services (unless the Authority requests in writing that the Provider does not do so).
- 10.2. In the case of any dispute arising out of or in connection with this Agreement, the Authority and the Provider shall make every reasonable effort to communicate and co-operate with each other with a view to resolving the dispute and following the procedure set out in clause 10.3 before considering commencing court proceedings.
- 10.3. If any dispute arises out of this Agreement either Party may commence formal inter-Party resolution of the dispute acting reasonably and in good faith in doing so. Level 1 of the management levels set out below will commence at the request, in writing, of either Party. Respective representatives of each Party as set out in the table below shall have ten (10) Business Days at each level to resolve the dispute before escalating the matter to the next level as appropriate.

| Level | Authority Representative                         | Provider Representative                             |
|-------|--------------------------------------------------|-----------------------------------------------------|
| 1     | Contract Manager (or equivalent)                 | Accounts Manager / Contract Manager (or equivalent) |
| 2     | Relevant Head of Primary Care Education for Body | Finance Director (or equivalent)                    |
| 3     | Director of London (or equivalent)               | Chief Executive (or equivalent)                     |

- 10.4. If the procedure set out in clause 10.3 fails for whatever reason to resolve such dispute, the Parties will attempt to settle it by mediation either: (a) with the Centre for Effective Dispute Resolution (CEDR); or (b) if agreed in writing by the Parties, with any other recognised alternative mediation organisation, using the model procedures of CEDR or the alternative mediation organisation, as the case may be.
- 10.5. Where a Party is in breach of its obligations under this Agreement, the Parties shall co-operate to draw up a “**Remedial Action Plan**” which shall include actions to be taken and timescales to be met. The Party in breach of its obligations shall comply with the Remedial Action Plan. Nothing in this clause shall remove a Party’s right to terminate the Agreement provided elsewhere within its terms.
- 10.6. To the extent that this Agreement is not an NHS contract, the Parties acknowledge and agree that (i) this Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales and (ii) subject to the above provisions on informal dispute resolution, they irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## 11. NOT USED

## 12. DATA PROTECTION

- 12.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Provider is the Processor. The only Processing that the Supplier is authorised to do is listed in Schedule A by the Authority and may not be determined by the Provider.
- 12.2. The Provider shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 12.3. The Provider shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
- a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - b) an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
  - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 12.4. The Provider shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- a) process that Personal Data only in accordance with Schedule A, unless the Provider is required to do otherwise by **Law. If it is so required the Provider** shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
  - b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Authority as appropriate to protect against a Data Loss Event having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - c) ensure that:
    - (i) the Provider Personnel do not Process Personal Data except in accordance with this Contract (and in particular Schedule A);
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Provider Personnel who have access to the Personal Data and ensure that they:

- (A) are aware of and comply with the Provider's **duties under this clause**;
  - (B) are subject to appropriate confidentiality undertakings with the Provider or any Sub-processor;
  - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
  - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- d) not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
- (i) the Authority or the Provider has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the GDPR or Article 37 of the Law Enforcement Directive (Directive (EU) 2016/680)) as determined by the Authority;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and the
  - (iv) Provider complies with any reasonable instructions notified to it in advance by the Authority with respect to the Processing of the Personal Data;
- e) at the written direction of the Authority, delete or return Personal Data [and any copies of it] to the Authority on termination or expiry of the Contract unless the Provider is required by Law to retain the Personal Data.
- 12.5. Subject to Clause 1.6, the Provider shall notify the Authority immediately if it:
- a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - b) receives a request to rectify, block or erase any Personal Data;
  - c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under this Contract;
  - e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - f) becomes aware of a Data Loss Event.
- 12.6. The Provider's **obligation to notify under Clause 1.5 shall include the provision of further information** to the Authority in phases, as details become available.
- 12.7. Taking into account the nature of the Processing, the Provider shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause 1.5 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- a) the Authority with full details and copies of the complaint, communication or request;
  - b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
  - d) assistance as requested by the Authority following any Data Loss Event;
  - e) assistance as requested by the Authority with respect to any request from the Information **Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.**
- 12.8. The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Provider employs fewer than 250 staff, unless:
- a) the Authority determines that the processing is not occasional;
  - b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
  - c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

- 12.9. The Provider **shall allow for audits of its processing activity by the Authority or the Authority's** designated auditor.
- 12.10. The Provider shall designate a data protection officer if required by the Data Protection Legislation.
- 12.11. Before allowing any Sub-processor to process any Personal Data related to this Contract, the Provider must:
- a) notify the Authority in writing of the intended Sub-processor and Processing;
  - b) obtain the written consent of the Authority;
  - c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause such that they apply to the Sub-processor; and
  - d) provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 12.12. The Provider shall remain fully liable for all acts or omissions of any Sub-processor.
- 12.13. The Provider **may, at any time on not less than 30 Working Days' notice, revise this clause by replacing** it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 12.14. **The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the** Provider amend this agreement to ensure that it complies with any guidance issued by the **Information Commissioner's Office.**

### **13. INTELLECTUAL PROPERTY**

- 13.1. Each party acknowledges that all legal and beneficial interest in any Intellectual Property and other rights in any document, information, report, licence, text, graphics, data, computer programme, website or other electronic media, and any other materials or thing, and any and all works which are developed or created by them individually in connection with the performance of the Agreement and / or the provision of the Services are, and shall remain, the property of that party.
- 13.2. Each party further acknowledges that all legal and beneficial interest in any Intellectual Property and other rights in any document, information, report, licence, text, graphics, data and any other materials or thing, and any and all works which are developed or created jointly by the Provider and the Authority whilst giving effect to this Agreement are, and shall remain, joint property of the Provider and the Authority. Each party shall have the irrevocable right free of charge to use such joint property **independently of the other in such party's normal business operations. If either party wishes to permit a third party to use such joint property, it shall seek the other party's prior written consent (not to be unreasonably withheld to delayed) to grant a licence to such third party to enable it to exploit the said joint property and any income which either derives shall be shared between the parties as they agree at the time or, failing any such agreement, shall be shared equally.**
- 13.3. Each party hereby grants to the other a nil-cost, non-exclusive, royalty-free, world-wide licence to use **such of the other party's Intellectual Property and other rights as are necessary for the delivery of the Services and / or the performance of this Agreement.** This licence shall endure for the Term.
- 13.4. The Provider further grants the Authority a non-exclusive royalty-free world-wide and irrevocable licence to grant sub-licences of the Authority's rights described in this clause 14 to NHS organisations and bodies working with NHS organisations to deliver NHS services.
- 13.5. **Should the Provider wish to be licensed to use the Authority's Intellectual Property or other rights for** any other purpose it shall request the necessary licence in writing, and the Authority shall consider that request.

## **14. HUMAN RIGHTS ACT 1998**

The Parties agree to observe and comply with their obligations under the Human Rights Act 1998 insofar as the same are relevant to this Agreement and its operation.

## **15. AUDIT ACCESS**

15.1. For the purpose of:

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

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

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

15.2. **In addition to the above, the Authority shall have the right to audit the Provider's compliance with this Agreement on giving seven (7) days' written notice to the Provider (or without notice where a breach of the Agreement is reasonably suspected). At the Authority's option, this audit may cover documents only or may include onsite audit, subject to the Authority notifying the Provider of the identity of any onsite auditors and giving confirmation that any external auditors have entered into appropriate confidentiality agreements.**

15.3. The Provider shall ensure that any sub-contractors it engages in the performance of any aspect of the Services are also under similar obligations of audit as apply to the Provider under this clause 15.

## **16. ADVERTISEMENTS AND MARKETING**

Unless otherwise agreed by the Authority during the subsistence of this Agreement, no disclosure, announcement, circular advertisements or publications or any form of marketing or public relations exercise in connection with the subject matter or the terms of this Agreement or the existence of this Agreement and the Parties to it or them shall be made by or on behalf of a Party to this Agreement without the approval of the Authority in writing.

## **17. SET-OFF**

Whenever under this Agreement any sum of money shall be recoverable from or payable by the Provider, the same may be deducted from any sum then due or which at any time thereafter may become due to the Provider under this Agreement. Any exercise by the Authority of its rights under this clause 17 shall be without prejudice to any other rights or remedies available to it under this Agreement.

## **18. WARRANTIES**

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

The Provider warrants and agrees that funding made available by the Authority in accordance with the terms of this Agreement (including, without limitation, the Payments) will only be used to fund the purpose(s) for which the Provider has requested the funds and the purposes for which the Authority has made the funds available as set out in this Agreement.

## **19. NOTICES AND SERVICE**

- 19.1. Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left or sent:
- 19.1.1. by hand; or
  - 19.1.2. by registered post
  - 19.1.3. by e-mail; or
  - 19.1.4. by facsimile
- to the other Party at the address or such other address or fax number/email address as the Party may from time to time designate by written notice to the other for such purpose.
- 19.2. Subject to clause 19.5 any notice or other information given by post under clause 19.1 above which is not returned to the sender as undelivered shall be deemed to have been given on the third day after the envelope containing the same was so posted; and proof by way of statutory declaration of personnel involved that the envelope containing any such notice or information was properly addressed, and sent by first class recorded pre-paid post, and that it has not been so returned to the sender, shall be sufficient evidence that such notice or information has been duly given.
- 19.3. Subject to clause 19.5 any notice or other information given by email under clause 19.1 above which is not returned to the sender as undelivered shall be deemed to have been given on the same day was sent; and proof by way of statutory declaration of personnel involved that the email containing any such notice was properly addressed, and sent, and that it has not been so returned to sender, shall be sufficient evidence that such a notice or information has been duly given. Any email notice will be followed up by notice being sent by registered post to the other Party at its principal address within twenty-four (24) hours after being sent
- 19.4. Subject to clause 19.5 any notice or other information sent by facsimile transmission shall be deemed to have been duly given on the date of transmission, provided that a confirming copy thereof is sent by first class recorded pre-paid post to the other Party at its principal address within twenty (24) hours after transmission.
- 19.5. Any notice or other information received or deemed by virtue of this clause 19 to have been received by the Provider on a day on which the Provider is closed shall instead be deemed to have been given on the next following day upon which the Provider is open.

## **20. ENFORCEMENT**

- 20.1. Each Party shall immediately give written notice to the other of any infringement or threatened infringement of, or any challenge to, the other Party's Intellectual Property rights by a third party that comes to its knowledge.
- 20.2. Subject to the remainder of this clause 20, each Party (the "Indemnifying Party") shall, at its own expense, defend (or, at its option, settle) any action brought against the other (the "Indemnified Party") which consists of a claim that the use of the Indemnifying Party's Intellectual Property rights for any activity contemplated under this Agreement infringes any Intellectual Property rights belonging to a third party. The Indemnifying Party agrees to be responsible for, and to indemnify the Indemnified Party against, all losses, costs (including reasonable legal costs), damages, liabilities, claims and expenses suffered or incurred by the Indemnified Party in connection with any such claim. The Indemnifying Party's obligations under this clause 20.2 shall be conditional on the Indemnified Party:
- 20.2.1. promptly notifying the Indemnifying Party of such claim;
  - 20.2.2. giving the Indemnifying Party express authority to proceed; and

- 20.2.3. providing the Indemnifying Party with all such information and assistance as it may reasonably require.
- 20.3. In the event that the provision of the Services, or any materials (in any media) provided by the Provider to the Authority for any activity contemplated under this Agreement, infringe any Intellectual Property rights belonging to a third party, the Provider shall, at its own expense, use all reasonable endeavours either to:
  - 20.3.1. modify those materials or the Services to be non-infringing; or
  - 20.3.2. obtain, at its own expense, a licence for the Authority to continue using or enjoying those materials or the Services as reasonably required for the enjoyment of the Services or performance of this Agreement.
- 20.4. Where either of the above is not possible and this has a material impact on the delivery of the Services the Authority may terminate this Agreement in accordance with clause 8.

## **21. VARIATION AND CHANGE**

- 21.1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.
- 21.2. The Parties may, by mutual agreement in writing, vary the terms of the Agreement (including, but without limitation, for the incorporation of further Services or the removal of existing Services).

The Parties acknowledge that any variations to this Agreement will be dependent on the availability of funding and the specific requirements of the Authority. Where variations are proposed these will be discussed and agreed between the Parties to the Agreement. The Authority will confirm any agreed changes and shall amend the terms of the Agreement accordingly. The Provider and the Authority will implement the changes as soon as is reasonably practicable thereafter.

## **22. FORCE MAJEURE**

- 22.1. Neither Party will be liable for delay or for the consequences of any delay in performing any of its obligations under this Agreement if such delay is due to any event of Force Majeure but nothing in this clause shall limit the obligations of either Party to use its reasonable endeavours to fulfil its obligations.
- 22.2. Neither Party shall be liable for a delay in performing or failing to perform obligations if the delay or failure results from an event of Force Majeure provided the other Party has been notified in writing immediately of the cause and extent of such delayed performance or non-performance and the date or likely date of re-commencement of the Services and the means proposed to be adopted to remedy or abate the Force Majeure event. Such delay or failure shall not constitute a breach of this Agreement. Either Party may terminate this Agreement if a Force Majeure event lasts more than one hundred and twenty (120) days.
- 22.3. If a Party is prevented from performing its duties and obligations for one of the reasons listed above, it shall do all of the following:
  - 22.3.1. promptly, or within a reasonable period of time, give the other Party notice specifying the matters constituting Force Majeure;
  - 22.3.2. state its best estimate of the period for which its inability will continue or the period for which performance of its obligations will be delayed; and

22.3.3. use all reasonable endeavours to remove or minimise the effect of the Force Majeure event.

## **23. NO CORRUPTION AND APPLICATION OF THE BRIBERY ACT 2010**

- 23.1. The Provider shall not offer or give or agree to give to the Authority of its staff or agents, any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or having done or refrained from doing any act in relation to the obtaining or execution of this Agreement or any other contract or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any other such contract.
- 23.2. The Provider and the Authority shall comply at all times with the Bribery Act 2010 and shall not do, or permit to be done, anything that constitutes an offence under that Act or which might put the other Party in the position of committing an offence under that Act.
- 23.3. A breach of clause 23.2 by either Party shall not be capable of remedy and will give rise to the right to terminate this Agreement.
- 23.4. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
- 23.5. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 23.6. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
- 23.7. Save as specifically set out to the contrary in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act. The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.
- 23.8. Each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the provisions of the Agreement.

## **Schedule 1 The Provider Service Specification**

### **1 Introduction and Overview**

- 1.1 The Provider has entered into a contract with Health Education England through its local team under which it commits to deliver the overall Training Hub service. The Hubs are composed of education and service providers (NHS and non-NHS) based in the community and are tasked with increasing capacity for future workforce training within the community and the development of the current and future workforce around the needs of a geographically defined population.
- 1.2 The Provider wishes for the Training Hub members to assist them in the delivery of the service as defined in Schedule 2, The Services to be delivered by the Training Hub and where applicable any additional services that are defined in Annex 1.

### **2 Provider's Role and Responsibilities**

- 2.1 The Provider under this agreement:
  - 2.1.1 gives a Training Hub a legitimate operating framework for workforce education in terms of statutory cover and a financial operating model;
  - 2.1.2 gives legal responsibility and liability to the Authority for the delivery and performance of the entirety of the Training Hub Services in accordance with the requirements of this contract;
  - 2.1.3 provides accountability and responsibility for the Training Hub;
  - 2.1.4 provides a trading environment to support delivering contracted services to Training Hubs
- 2.2 Where the Provider in this agreement is delivering a Training Hub's Education and Training function, it will have functional representation on the Training Hub's Governance group/board. Representation will alter to reflect the specific activities being developed. The authorised function will have a permanent place on this group.
- 2.3 The Provider shall appoint an Accountable Officer who the Education and Training members shall report to.
- 2.4 The Provider and the Training Hub members are expected to work collaboratively and that any issues will be mutually addressed in an agreed timely fashion.
- 2.5 The Provider shall comply with any contract review requirements and monitoring set by the Authority.
- 2.6 The Provider and Training Hub should agree a Dispute Resolution Procedure and will comply with the same in the performance of their obligations relating to the Training Hub.
- 2.7 Funding is based on Schedule 3, The Finance Schedule.
- 2.8 The Provider is responsible for ensuring that funding provided by the Authority is distributed to the Training Hub, the process of which to be mutually agreed between the Provider and the Training Hub.
- 2.9 The Provider shall nominate a Finance representative who will participate in Finance Review meetings with the Training Hub in order to review funding flow and processes.
- 2.10 Each review shall be completed by the parties' representatives. For the Training Hub, this will be their authorised finance officer or responsible manager. The review shall be properly minuted to record all matters discussed and agreement between the parties reached in respect of the matters discussed (including any agreed amendments). Matters in dispute should follow an agreed Dispute Resolution Procedure.

- 2.11 The Provider shall adhere to any Authority reporting requirement as locally agreed between the Authority and the Provider.
- 2.12 The Provider shall manage unspent and unallocated funds as agreed with the Authority.
- 2.13 The Provider will ensure that the Training Hub shall operate on a not for profit basis.
- 2.14 The Provider shall ensure there are separate ledger codes for funding flows to the Training Hub.
- 2.15 Organisations involved in the delivery of any activity relating to the Training Hub must ensure that they have in place at least the indemnity and / or insurance arrangements required of the Provider by the terms of its contract with the Authority.
- 2.16 Quality Assurance and Performance Management will be locally agreed between the Authority and Provider.
- 2.17 Where a Provider is delivering Education and Training functions it should ensure that the Education and Training activity is reflected in their policies.
- 2.18 The Provider in agreement with its Training Hub will ensure that relevant information, records and documentation are accurately maintained and validated at all times and each will grant the other prompt access to the relevant information and records.
- 2.19 The Provider and Training Hub warrant that they shall duly observe all their obligations under the Data Protection Act 1998, Directive 95/46/EC of the European Parliament and legislation and/or regulations implementing them or made in pursuance of them and any associated legislation.
- 2.20 The Provider is the Data Controller responsible for all personal information it collects for the purpose of exercising its obligations as a Provider and in terms of any data requirements associated with its Training Hub.
- 2.21 The Training Hub is the Data Controller responsible for all personal information it collects for the purpose of exercising its obligations as a Training Hub, in terms of any data requirements associated with its function as a Training Hub.
- 2.22 Where a Provider is responsible for delivering Education and Training Functions it shall assure the Authority that funding provided by it is available to all potential providers within its defined geography and that there is equity of access to it. Where this is the case,  
  
all potential providers should be aware of this and how funding will be distributed.

### **3 Authority's Role and Responsibilities**

- 3.1 The Authority's role is to ensure Training Hubs are compliant with a Governance Framework so that they may deliver local workforce training and development.
- 3.2 The Authority is responsible for a quality assurance process for the Training Hub.
- 3.3 The Authority provides funding to deliver a range of local workforce training and development that are mutually agreed between the Authority and the Training Hub. Activities may be funded and or delivered through a variety of routes as per the agreed Governance Framework.
- 3.4 It is the Authority's responsibility to define the providers for each activity so the Provider (where it is assuming responsibility for delivering Education and Training functions) has engaged all as necessary.
- 3.5 The Authority will appoint an Accountable Officer who the Provider shall report to for quality assurance, financial reporting and monitoring of this agreement.
- 3.6 The Authority shall ensure that funding is received by the Provider in a timely manner as detailed in

Schedule 3, The Finance Schedule.

- 3.7 The Authority will assess all funded activity through an end-of-year report which will look at Sector wide socialisation of outcomes/best practice.

#### **4 The Training Hub's Role and Responsibilities**

- 4.1 The Hub should deliver the following functions
- 4.1.1 Workforce planning - to support the understanding, co-ordination and realisation of health and wider social care workforce across the system
  - 4.1.2 Develop and manage - existing and expansion of placement capacity to create innovative and high-quality clinical placements for all learners, to meet the workforce needs of "the place" in line with the Long-Term Plan and, thus maximising the effective use of educational resources. \*work currently being undertaken includes GP specialty trainees, foundation doctors and medical undergraduates
  - 4.1.3 Recruitment - develop, expand and enhance the recruitment and development of the capabilities of multi-professional educators that supports the delivery of high-quality clinical learning placements
  - 4.1.4 Support the development and realisation of educational programmes to develop the primary / community care workforce at scale to address identified population health needs, support service re-design and delivery of integrated care for example through rotational placements / programmes and integrated educational programmes
  - 4.1.5 New roles – to enable, support and embed "new roles" within primary care
  - 4.1.6 Retention - to support retention of the primary care workforce across all key transitions including promoting primary care as an employment destination to students, through schools and higher education institutions
  - 4.1.7 Clinical Placement Tariff - enable both workforce planning intentions, placement co-ordination through active management of clinical placement tariffs including "place based" tariffs
- 4.2 The Training Hub shall deliver the services as defined in Schedule 2, where there are any additional services these shall be detailed in an Annex to that schedule.
- 4.3 Quality Assurance and Performance Management will be agreed between the Authority and the Training Hub.
- 4.4 The Training Hub will have its own governance arrangement which will have been agreed between all members of it. The group should also have multi-professional representation of the activities being delivered.

## Schedule 2

### Part A: Activities

#### Activity 1: Training Hub Infrastructure Funding

|                                               |                                                                                                                                                                                                         |
|-----------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Training Hub name:</b>                     | All London Training Hubs                                                                                                                                                                                |
| <b>HEE Lead name:</b>                         | ██████████                                                                                                                                                                                              |
| Total Funding awarded/or per head allocation: | £75,000 per CCG area                                                                                                                                                                                    |
| Short description of the project:             | Part 2 of Training Hub infrastructure funding for 2021/22                                                                                                                                               |
| KPIs/Key Outputs and Deliverables:            | <p>As set out in Training Hub core functions and operating guidance</p>  <p>Training %20hubs%<br/>20%20Operating%2</p> |
| Roles and Responsibilities:                   | As set out in Training Hub core functions and operating guidance (see above)                                                                                                                            |
| Reporting and monitoring requirements:        | Reporting and monitoring are via Investment Activity Plans, quarterly KPI reporting and end of year reporting.                                                                                          |
| HEE contact:                                  | ██████████                                                                                                                                                                                              |
| Invoicing instructions:                       | <p>██████████</p> <p>HEALTH EDUCATION ENGLAND<br/>T73 PAYABLES F485<br/>PHOENIX HOUSE<br/>TOPCLIFFE LANE<br/>TINGLEY<br/>WAKEFIELD<br/>WF3 1WE</p>                                                      |

#### Activity 2: GPN Foundation and Academic

|                           |                          |
|---------------------------|--------------------------|
| <b>Training Hub name:</b> | All London Training Hubs |
| <b>HEE Lead name:</b>     | ██████████               |

|                     |                   |                         |
|---------------------|-------------------|-------------------------|
| <b>Tuition fees</b> | £9,000 - £10,000* | HEE London office to HE |
|---------------------|-------------------|-------------------------|

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Roles and Responsibilities:            | <p>Training Hub responsibilities are to</p> <ul style="list-style-type: none"> <li>recruit GPNs onto programmes and submit data to HEE as requested.</li> <li>Training Hubs to pass on Training Grant and Mentoring payments <b>in full</b> to those practices placing GPNs.</li> <li>Training Hubs to invoice HEE for the support package to practices only when the learner has commenced on the programme. Any invoices submitted ahead of cohort start date will be rejected and a credit note requested.</li> <li>Training Hubs must invoice for learners within the academic year. Requests for retrospective payments for learners from previous academic years are not guaranteed to be accepted.</li> </ul> <p>HEE responsibilities are to</p> <ul style="list-style-type: none"> <li>liaise with HEIs as required to ensure delivery in line with agreements</li> <li>process payments to HEIs and Training Hubs.</li> <li>monitor uptake of programmes to inform future commissioning of programmes.</li> </ul> <p>Roles and responsibilities are also described in further detail in the Toolkit*</p> <p><i>*Toolkit is reviewed and updated periodically.</i></p> |
| Reporting and monitoring requirements: | Report to HEE as requested on planned and actual numbers of nurses placed on programmes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| HEE contact:                           | ██████████                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Invoicing instructions:                | <p>Please address invoices for GPN payments as follows:</p> <p>██████████</p> <p>HEALTH EDUCATION ENGLAND<br/>T73 PAYABLES F485<br/>PHOENIX HOUSE<br/>TOPCLIFFE LANE<br/>TINGLEY<br/>WAKEFIELD<br/>WF3 1WE</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

## Activity 3: Enhanced GPN Return to Practice

|                    |                          |
|--------------------|--------------------------|
| Training Hub name: | All London Training Hubs |
| HEE Lead name:     | ██████████               |

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Total Funding awarded/or per head allocation: | <b>Enhanced GPN Return to Practice Offer</b> <ol style="list-style-type: none"> <li><b>Support package of £[REDACTED] per returner</b> to the practice for providing place-based learning and supervision to the returner.</li> <li><b>Additional payment of £[REDACTED]</b> as a one-off payment to the practice if the returner gets recruited to the practice as a Practice Nurse.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| Short description of the project:             | <p>Health Education England (HEE) London is offering enhanced funding for GP practices for providing placements to returning Nurses and for recruiting Nurses via the Return to Practice route. This offer is for 2020-21 financial year only and for GP practices in the London region.</p> <p>This course is for Nurses who were registered with the Nursing and Midwifery Council (NMC) UK before. The course involves specific taught days in HEIs while the returner will also have a placement at a GP practice. Returners don't need to have experience of working as a general practice nurse to apply for the course. These courses are open to all previously registered nurses with relevant experience in any field of Nursing. Please see this link for more information on the Return to Practice programme.</p> <p>In 2021/22, the following two London Universities are offering the GPN RtP course:</p> <p>City University of London<br/>Kingston and St George's University of London</p> <p>The above is also outlined in the GPN Toolkit</p> |
| KPIs/Key Outputs and Deliverables:            | Facilitation of placements for potential returners, commencement of learners onto programme and recruitment of nurses completing the programme into practices                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Roles and Responsibilities:                   | <p>Facilitation of placements for potential returners and submit data to HEE as requested and through quarterly KPIs.</p> <p>HEE responsibilities will liaise with HEIs as required to ensure delivery in line with agreements and process payments to HEIs and Training Hubs.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Reporting and monitoring requirements:        | Training Hubs to report GPNs starting on programme within quarterly KPI reporting. The RtP team may also request feedback on the programme.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| HEE contact:                                  | [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

|                         |                                                                                                                                                                                               |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Invoicing instructions: | Please address invoices for GPN RtP payments as follows:<br>[REDACTED]<br>HEALTH EDUCATION ENGLAND<br>T73 PAYABLES F485<br>PHOENIX HOUSE<br>TOPCLIFFE LANE<br>TINGLEY<br>WAKEFIELD<br>WF3 1WE |
|-------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**Activity 4: Trainee Nursing Associate**

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Training Hub name:</b>                     | All London Training Hubs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>HEE Lead name:</b>                         | [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Total Funding awarded/or per head allocation: | <p><b>TNA Support Funding:</b></p> <p>Support funding is paid to the employing practice, through the training hub. Available for each TNA apprentice on the full TNA programme in London.</p> <p><b>Payment breakdown:</b></p> <p><u>Existing Cohorts</u></p> <p>For existing TNAs (<i>Wave 3 and Wave 4 who commenced on training on or before 31<sup>st</sup> March 2020</i>) there are 2 categories of funding support:</p> <ul style="list-style-type: none"> <li>• £[REDACTED] one off payment (paid in year 1) <u>plus:</u> <ul style="list-style-type: none"> <li>○ £[REDACTED] per year for <b>two years</b></li> </ul> </li> </ul> <p>Trainees who are working <b>at least 50% of their practice time in an NHS Learning Disability Services</b> (payment is £[REDACTED] per year for two years): £[REDACTED]</p> <p><u>TNAs Cohorts from April 1<sup>st</sup>, 2020 – March 31<sup>st</sup>, 2021:</u></p> <p>The following applies:</p> <p>£[REDACTED] (£[REDACTED] per year over two years)</p> <p>Trainees who are working at least 50% of their practice time in an NHS Learning Disability Services (Payment is £[REDACTED] per year for two years): £[REDACTED]</p> <p><u>New TNAs commencing on programme from April 1<sup>st</sup>, 2021 –</u></p> |

|                                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                        | <p><u>March 31<sup>st</sup>, 2022.</u></p> <p>The following applies:</p> <p>£ [REDACTED]</p> <p>○ (£ [REDACTED] per year over two years)</p> <p>Trainees who are working at least 50% of their practice time in an NHS Learning Disability Services (payment is £ [REDACTED] per year for two years): £ [REDACTED]</p>                                                                                                                                                                                                                                                                                                                                                                  |
| Short description of the project:      | <p>Every year HEE London has a mandate from DHSC to enrol a number of nursing associates onto programme.</p> <p>Trainee nursing associates (tr) NA's have been introduced to help build the capacity of the nursing workforce and the delivery of high-quality care while supporting nurses and wider multidisciplinary teams to focus on more complex clinical duties.</p> <p>Funding is provided <b>initially at the start of the 2-year programme</b> and then again after the <b>12-month retention</b> data whereby the funding will be adjusted for year 2 based on how many TNAs are still on programme.</p>                                                                     |
| KPIs/Key Outputs and Deliverables:     | <p>Employers will:</p> <ul style="list-style-type: none"> <li>• use value-based recruitment.</li> <li>• deliver the programme in accordance with the HEE Quality Framework</li> <li>• participate in the national evaluation.</li> <li>• participate in the national QA exercise</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                             |
| Roles and Responsibilities:            | <p>The TH will ensure that the GP practice with an employed TNA receives funding. The TNA employer:</p> <ul style="list-style-type: none"> <li>• will use the money for the purpose intended and provide evidence as required.</li> <li>• must put in place and maintain in force at its own cost appropriate insurance in respect of all liabilities that may be incurred by the Recipient in connection with the Project, including employers' liability, clinical negligence (where the provision or non-provision of any part of the Project may result in a clinical negligence claim), public liability and (where applicable to the Project) professional negligence.</li> </ul> |
| Reporting and monitoring requirements: | <p>The Training Hub should advise HEE of any changes to students as soon as they are aware.</p> <p>The Training Hub will be asked for updates on students ahead of them starting a second year on the TNA programme.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| HEE contact:                           | [REDACTED]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Invoicing instructions:                | Please address invoices for TNA payments as follows:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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|  | <br>Health Education England<br>T73 Payables F485<br>Phoenix House<br>Topcliffe Lane<br>Tingley<br>Wakefield<br>WF3 1WE |
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**Activity 5: PA Preceptorship**

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|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Training Hub name:</b>                     | All London Training Hubs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>HEE lead name:</b>                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Total Funding awarded/or per head allocation: |  per GP Practice (employer) employing newly qualified Physician Associate.<br><br>To apply, the embedded application form should be completed, signed and returned to                                                                                                                                                                                                                                                                                                                                                                        |
| Short description of the project:             | Preceptorship for newly qualified Physician Associates<br><br><br>HEE Criteria -<br>Physician Associate P                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| KPIs/Key Outputs and Deliverables:            | As per embedded documents.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Roles and Responsibilities:                   | As per embedded document.<br><br>Training hubs are to collate local preceptorship programmes. The training hub is to notify HEE London when an appropriate preceptorship package has been received and approved. Following this the £  will be administered to the training hub for transfer to the employer.<br><br>Training Hubs should assure themselves as to the quality and suitability of the preceptorship using the information provided in the application form embedded below:<br><br><br>HEE London<br>preceptorship applica |
| Reporting and monitoring                      | Training Hubs to confirm number of PA preceptorship                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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| requirements:           | <p>starters within quarterly KPIs and invoice accordingly.</p> <p>National HEE evaluation will be administered by Training Hubs.</p>               |
| HEE contact:            | ██████████                                                                                                                                         |
| Invoicing instructions: | <p>██████████</p> <p>HEALTH EDUCATION ENGLAND<br/>T73 PAYABLES F485<br/>PHOENIX HOUSE<br/>TOPCLIFFE LANE<br/>TINGLEY<br/>WAKEFIELD<br/>WF3 1WE</p> |

**Activity 6: ACP**

|                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Training Hub name:</b>                     | All London Training Hubs                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>HEE Lead name:</b>                         | ██████████                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| Total Funding awarded/or per head allocation: | <p><b><u>ACP tuition fees</u></b></p> <p>Tuition fees will be paid directly from HEE to the Higher Education Institute, providing there is an education contract in place. In exceptional circumstances, the Training Hub may be required to pay the tuition fees and will be reimbursed by HEE.</p> <p>These tuition fees will only be provided for named students who have been agreed between the Training Hub and HEE</p> <p><b><u>Supervision fee – ACP pathway only</u></b></p> <p>£██████████x supervision fee per advanced clinical practitioner (ACP), to be distributed by the Training Hub to the employing practice. This supervision fee is only available where the individual is completing a full ACP Postgraduate Diploma or apprenticeship pathway.</p> <p>Please note: the ACP London team will be emailing in October 2021 the amount that is due to each Training Hub. Please do not invoice until this confirmation is received</p> |
| Short description of the project:             | <p>HEE has made funding available for all eligible professional groups to undertake Advanced Clinical Practice MSc's, supervision fee contribution towards Apprenticeships or Top-up module funding for one academic year.</p> <p>Training Hubs have provided named students to HEE which have been agreed for the 2020/2021 academic year.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| KPIs/Key Outputs and Deliverables:            | <p>Students to undertake and complete modules/ACP MSc.</p> <p>Adequate supervision and learning to be put in place by the employing practice, including:</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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|                                        | <ul style="list-style-type: none"> <li>• Sufficient study leave for university training and work-based learning</li> <li>• Supervision from an appropriately trained supervisor (1 hour per week)</li> <li>• Established ACP role on completion of training.</li> </ul>                                                                                                                 |
| Roles and Responsibilities:            | <p>The Training Hub is expected to have identified suitable candidates for the programmes.<br/>The Training Hub is expected to monitor the progress of the students and advise HEE of any changes (e.g. withdrawals/deferrals).</p> <p>The Training Hub is expected to provide the full £2,500 supervision fee to the <u>employing practice</u></p>                                     |
| Reporting and monitoring requirements: | <p>The Training Hub should advise HEE of any changes to students as soon as they are aware.</p> <p>The Training Hub will be asked for updates on students ahead of them starting a second year on the ACP programme.</p>                                                                                                                                                                |
| HEE contact:                           |                                                                                                                                                                                                                                                                                                                                                                                         |
| Invoicing instructions:                | <p>Please address invoices for ACP payments as follows.<br/>Please do not invoice until you have received confirmation of funded places from the ACP team:</p> <p><br/>HEALTH EDUCATION ENGLAND<br/>T73 PAYABLES F485<br/>PHOENIX HOUSE<br/>TOPCLIFFE LANE<br/>TINGLEY<br/>WAKEFIELD<br/>WF3 1WE</p> |

## Part B: Information and Monitoring Requirements

1. The Provider shall ensure that information; records and documentation necessary to monitor the contract are maintained and are available at all times to the authorised representative. The provider shall at all times co-operate with the reasonable processes of the authority for the monitoring and final evaluation.
2. The provider will be responsible for the management of allocated budget to ensure that it is meeting the workforce development requirements within the network of their patch. Detailed monitoring will take place four times a year through the completion of the template (to be provided) and on the dates stipulated. It is expected that evaluation of all the activity provided is undertaken, especially where bespoke projects are commissioned.
3. The Training Hubs will be expected to provide detailed reporting on all activities and spend throughout the year. The Provider will supply completed monitoring reports using templates provided. This includes Investment Activity Plan, Key Performance Indicators, Continuing Professional Development, End of Year reports and other specific activity related reporting.
4. In the event of key project milestones not being completed by the deadlines, a supporting action plan must also be submitted setting out the mitigation in place to ensure that the project is delivered within an agreed timeframe.
5. The details of such activity will be monitored and discussed with the Authority. The Provider will agree to any reasonable request for further information and will not refuse any reasonable request to allow the Authority to inspect any records or client data relating to the service covered by this Agreement. Any information acquired by the Authority as a result of any such inspection shall be confidential and its access will be regulated under the Data Protection Act.
6. The Provider is expected, where appropriate, to gather data that can be used to support an Equalities Impact Assessment of any training delivered. This document should be supplied to the Authority on request.
7. Training Hub Specific Audit Access & Compliance

For the purpose of:

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

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

In addition to the above, the Authority shall have the right to audit the Provider's compliance with this Agreement on giving seven (7) days' written notice to the Provider (or without notice where a breach of the Agreement is reasonably suspected). At the Authority's option, this audit may cover documents only or may include onsite audit, subject to the Authority notifying the Provider of the identity of any onsite auditors and giving confirmation that any external auditors have entered into appropriate confidentiality agreements.

The Provider shall ensure that any sub-contractors it engages in the performance of any aspect of the Services are also under similar obligations of audit as apply to the Provider.

## **Part C: Monitoring & Reporting Template**

The Training Hubs will be expected to provide detailed reporting on all activities and spend throughout the year. The Provider will supply completed monitoring reports using templates provided. This includes Investment Activity Plan, Key Performance Indicators, Continuing Professional Development, End of Year reports and other specific activity related reporting.

## **Schedule 3 The Finance Schedule**

### **1) Cost**

A breakdown of all costs is included within the Annexes above. Where payment is made by specific numbers of starters, individual invoices must be issued as and when the number of starters is confirmed in writing. Addressee for invoices will vary according to payment activity. Please refer to each annex for invoicing instructions.

### **2) Payment**

Payment for the above Locality Funding shall be made upon an invoice being submitted by the Provider. Invoices will only be paid once contracts have been signed by both parties.

Payments for any Additional Services shall be made if any additional services are agreed during the term of the contract.

The Parties acknowledge that the amounts set out in this Schedule 3 (Finance) are indicative of how much the Authority will pay under this Agreement. The Parties agree that the Authority may, in agreement with the Provider, vary the amounts paid under this Agreement to take into account the activity actually delivered in accordance with the provisions set out in this Schedule 3 (Finance). If any such agreement takes place, the Authority will reserve the right to claw back any unused funding.

Failure to meet any of the requirements set out in Schedule 2, including regular performance monitoring, may result in financial penalties being applied by the Authority to the Provider.

In the event of a breach and termination of this Agreement, as set out in clause 8.1, the Authority may exercise the right to reclaim funds from the Provider to a value proportionate to the level of Services not delivered.

Payments will be made to the Provider within 30 days of receipt of an invoice outlining the services and period it relates to.

Invoices should be sent by the Provider to the address stated within each activity description: