

Agreement on support for Clinical Psychology Trainees between

Health Education England (the Authority) and

Somerset NHS Foundation Trust (the Provider)

This Service Level Agreement sets out the arrangements for the support for Clinical Psychology Trainees between Health Education England and Somerset NHS Foundation Trust

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Section 1 Form of the Agreement

This agreement was made on: 31 March 2020

between:

Health Education England (the Authority) of Park House, 1200 Parkway North, Stoke Gifford, Bristol, BS34 8YU

and

Somerset NHS Foundation Trust (the Provider), having its main or registered office at Taunton and Somerset Hospital, Musgrove Park, Taunton, Somerset, TA1 5DA

Signed by the authorised representative of THE AUTHORITY

Name:	██████████	Signature:	██████████
Position:	Associate Director, Workforce Transformation	Date	7 April 2020

Signed by the authorised representative of THE PROVIDER

██████████

Section 2 Terms and Conditions of the Agreement

Definitions and Interpretation

2.1 In this Agreement, unless the context otherwise requires the following words and expressions have the meanings respectively assigned to them:

- **Administration Fees** – means the agreed cost of providing the Services as set out in Schedule B;
- **Agreement** – means this Agreement including all Schedules
- **Authority** - means Health Education England;
- **Commencement Date** – means 1 April 2020
- **Contract Period** – means the period commencing on the Commencement Date and terminating on the Termination Date;
- **Contract Price** - means the price set out in Schedule B that the Authority will pay the Provider for the Services;
- **Education Providers** – mean the University of Bath, the University of Exeter and the University of Plymouth;
- **Financial Year** - means a year beginning on 1 April of any calendar year and ending on 31 March of the following calendar year;
- **GDPR** - means the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; (ii) the GDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Law as amended from time to time; and (iii) all applicable Law about the processing of personal data and privacy;
- **Learning and Development Agreement** – means the Agreement between the Authority and the Provider which sets out the arrangements for the investment of the Multi-Professional Education and Training budget;
- **NHS Gross Domestic Product Deflator** - means the weighted forecast of NHS inflation for a financial year (excluding any adjustment for the indexation of capital charges) as published annually in the Health Authority Planned Initial Cash Limit Interim Exposition Booklet (or other relevant publication);
- **Programme** – means the Doctorate in Clinical Psychology at the University of Bath, the Doctorate in Clinical and Community Psychology at the University of Exeter or the Doctorate in Clinical Psychology at the University of Plymouth;
- **Provider** - means Somerset NHS Foundation Trust;
- **Salaries and Associated Expenses** – means the salaries and associated expenses agreed between the Provider and the Authority finance team for the number of Trainees identified in Schedule B;.

- **Services** - means those services which form part of the Agreement as set out in Schedule A;
- **Termination Date** – means the 31 August 2024;
- **Trainees** – means trainees enrolled on a Programme
- **Unit Cost** - means the Unit Cost per Trainee as detailed in Schedule B;

The Authority Obligations

- 2.2 The Authority shall ensure that the Education Providers notify the Provider of the identity of the Trainees by at least thirteen weeks prior to the commencement of the Programme

Provision of the Services

- 2.3 The Provider shall provide the Services as set out in Schedule A.

Duration

- 2.4 Subject always to the provisions of clauses (2.38 to 2.42) the Agreement shall take effect on the Commencement Date and continue in force until the Termination Date.
- 2.5 The parties may extend the Contract Period for successive periods of one year up to and including 31 March 2030 by means of the following procedure:
- on or before 31 January 2023 and, if the Contract Period is so extended, on or before each 31 January thereafter until 31 January 2030, the Authority gives notice to the Provider in accordance with clause 2.45 of its desire to extend the Contract Period by one year;
 - within 10 Working Days of receipt of a notice from the Authority under clause 2.45 first bullet, the Provider gives notice to the Authority in accordance with clause 2.45 that it agrees to such an extension of one year.
- 2.6 For the avoidance of doubt, the decision to offer an extension to the Contract Period shall be at the sole and absolute discretion of the Authority. The Authority's decision shall be informed by an analysis of the outcomes of the agreement review as set out in clause 2.25.

Contract Price

- 2.7 The Authority will pay to the Provider the Contract Price and the Contract Price shall cover all the Services and all of the Provider's obligations under this Agreement as set out in Schedule B.
- 2.8 The Contract Price payable by the Authority to the Provider in respect of the Financial Year 2020/21 shall be the sum of the following:
- Administration Fees; and
 - Salaries and Associated Expenses.

- 2.9 The Provider will notify the Authority of all changes to the status of any Trainee that affect the Contract Price within one month of any such change.
- 2.10 The Unit Cost will be increased annually by the amount of the NHS Gross Domestic Product Deflator unless agreed otherwise between the parties.
- 2.11 There may be circumstances where there is a need to review the Unit Cost. In such circumstances either party will provide the other party with a breakdown of its proposals for the revised Unit Cost. Any proposals shall be such as is fair and reasonable in line with the Provider's costs in discharging its obligations under this Agreement.
- 2.12 Determination of the revised Unit Cost shall be by agreement between the parties within a three month period of either party's proposals. Failing such agreement either party may refer the matter to the disputes procedure under clauses 2.32 to 2.35 of the Agreement.
- 2.13 In the event that the Authority and the Provider have not agreed on a revised Unit Cost within a three month time period of either party's proposals, the Provider shall be obliged to continue to perform its duties under this Agreement and pending determination of the revised Unit Costing in accordance with Clauses 2.10 and 2.11 the Authority will be bound to remit to the Provider on account of the Unit Cost at the annual rate of the Unit Cost payable immediately before such date and where such determined sum is more or less than the sums paid to the Provider to that date then any such sum due to or repayable by the Provider by way of adjustment shall forthwith be paid or repaid as the case may be.

Payment Mechanism

- 2.14 The Authority will make payments of the Contract Price monthly via the request for transfer process and within payments made under the Learning and Development Agreement between the Authority and the Provider.
- 2.15 The Provider will complete a quarterly reconciliation of all Salaries and Associated Expenses and Unit Cost expended within each quarter ending:
- 30 June
 - 30 September
 - 31 December
 - 31 March
- 2.16 The Provider will ensure that quarterly reconciliations are received by the Contract Manager within six weeks of each quarter end date.
- 2.17 Any agreed variance will be adjusted on subsequent monthly payments.

Authorised Officer

- 2.18 The Authority shall appoint a person to be the Authorised Officer who shall be the duly authorised representative of the Authority for all purposes relating to this Agreement.
- 2.19 The Authority shall give notice to the Provider of each subsequent appointment of an Authorised Officer, such notice to be given within five business days of the appointment.

2.20 The Authority shall ensure that the Authorised Officer (or another person duly authorised to act on the Authorised Officer's behalf for the purposes of this Agreement) shall be available for consultation by the Provider on reasonable notice at any time during the Authority normal office hours.

Contract Manager

2.21 The Provider shall appoint a person to be the Contract Manager who shall be the duly authorised representative of the Provider for all purposes relating to this Agreement.

2.22 The Provider shall give notice to the Authority of each subsequent appointment of a Contract Manager such notice to be given within five Business Days of the appointment.

2.23 The Provider shall ensure that the Contract Manager (or another person duly authorised to act on the Provider's behalf for the purposes of this Agreement) shall be available for consultation by the Authority on reasonable notice at any time during the Provider's normal office hours.

Co-operation

2.24 The Authorised Officer and the Contract Manager will co-operate with each other in connection with the provision of the Services.

Agreement Review

2.25 The Authorised Officer will liaise with the Education Providers through the education contract management processes to obtain formal feedback on the delivery of the Services.

2.26 The Provider shall provide to the Authority copies of all financial and other information relating to the Services as the Authority may reasonably request from time to time during the term of this Agreement.

2.27 The Authorised Officer shall discuss with the Contact Manager these matters and any other matters arising from this Agreement.

Unlawful Discrimination

2.28 The Provider and the Authority shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment of that Act or analogous legislation which has been, or may be, enacted from time to time relating to discrimination in employment or discrimination in the delivery of public services.

2.29 The Provider and the Authority shall take all reasonable steps to secure that all their servants, employees or agents and all sub-contractors employed in the performance of the Agreement do not unlawfully discriminate as set out in clause.

2.30 Both parties shall ensure Trainees enjoy equal opportunity to receive Services regardless of any protected characteristic as defined in the Equality Act 2010 (other than a disability which would prevent that person from practising).

2.31 The parties agree to observe and comply with their obligations under the Human Rights Act 1998.

Protection of Personal Data

2.32 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the GDPR and both parties shall duly observe all their obligations under the GDPR which arise in connection with the Agreement.

Dispute and Arbitration

2.33 The parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiation between the Authorised Officer and Contract Manager or other authorised representatives.

2.34 Where such a dispute cannot be resolved between the Contract Manager and the Authorised Officer and a party gives to the other party notice identifying a dispute ("Dispute Notice"), the Director of People of the Provider (or any other senior officer as the Provider may notify to the Authority) and the Associate Director of Workforce Transformation of the Authority (or such other senior officer as the Authority may notify to the Provider)

- shall discuss the dispute as soon as reasonably possible with a view to resolving it and;
- if they are unable to resolve the dispute within 30 working days after the receipt by the other party of the Dispute Notice or within such longer period as the parties may agree the dispute shall be resolved in accordance with clause 2.34.

2.35 If the matter cannot be resolved through negotiation, the parties will, at the request of either party, attempt in good faith to resolve the dispute or claim through an agreed Alternative Dispute Resolution ("ADR") procedure. The performance of obligations under this Agreement shall not, save for the matter in dispute, cease or be delayed by the application of such a procedure.

2.36 If the matter has not been resolved by the agreed ADR procedure within one month of the initiation of such procedure then the parties shall refer the unresolved dispute to a single arbiter acting as an expert agreed by both parties (to be appointed in the absence of agreement on the application of either party by the President for the time being of the Chartered Institute of Arbitrators).

Insurance and Liability

2.37 The Provider shall hold and maintain during the Contract Period such proper and adequate public liability, employer's liability, third party, occupier's liability and other appropriate insurance as are necessary to cover the liability of the Provider in respect of:

- personal injury or death to any person;
- injury or damage to property real or personal

being injury or damage arising out of or connected with the performance by the Provider of its obligations under the Agreement and arising on premises owned, controlled or for the time being in use by the Provider, excluding for the avoidance of doubt approved training locations.

2.38 The Provider shall be liable for and shall indemnify the Authority against any liability, expense, loss, claim or proceedings whatsoever and howsoever which arise in connection with the provision of the services under this Agreement in so far as such liability, expense, loss claim or proceedings are due directly to any negligent act or omission of the Provider or its staff.

Default and Termination Provisions

2.39 Where the Provider has failed to meet any requirements of the Agreement then (except where such failure amounts to serious or fundamental breach which is not capable of remedy) the Authority shall notify the Provider of such failure and shall specify the time within which the failure must be remedied by the Provider, such time period to be reasonable in all the circumstances of the case.

2.40 If the Provider's failure remains un-rectified within the timescale allowed by the Authority under clause 2.38, then the Authority shall be entitled to issue a default notice in writing to the Provider. Such default notice shall state:

- the nature and details of the breach;
- what action the Provider must take to remedy such breach;
- the time period in which such breach must be remedied to the satisfaction of the Authority, such time period to be reasonable in all the circumstances of the case.

2.41 Where the Provider fails to comply with two or more default notices within a period of six months (including those relating to the same breach) the Authority shall be entitled to terminate the Agreement immediately provided the breach is not being addressed under the dispute procedure in clauses 2.32 to 2.35.

2.42 If the Provider commits a serious and fundamental breach of the Agreement which is not capable of remedy, the Authority shall be entitled to terminate the Agreement immediately.

2.43 In the event of termination by the Authority due to breach by the Provider, the Provider shall repay to the Authority any money which the Authority has paid relating to the period after the date of termination.

Assignment and sub-contracting

2.44 The Provider may not assign or subcontract the benefit or burden of this Agreement save as provided for herein unless otherwise agreed in writing between the parties. This Agreement will be binding on the successors of either party.

Warranty as to capacity

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

Notices

2.46 The respective addresses for service of notices under this Agreement shall be as set out above and all notices and other communications under this Agreement shall be made by

first class prepaid mail either recorded delivery or registered and will be deemed to have been communicated upon the date of actual delivery.

Rights of Third Parties

- 2.47 A person who is not a party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

Partnership and Agency

- 2.48 This Agreement shall not be interpreted as constituting a partnership between the parties, nor as constituting any agency between the parties or as otherwise entitling either party to bind the other for any purpose.

Complaints

- 2.49 The Provider shall keep a record of all written complaints of whatever nature regarding any of the services provided by the Provider and details of such complaints shall be provided to the Authority on request.

Variations to the Agreement

- 2.50 The Services shall be provided in accordance with the terms of this Agreement and any additions, variations or modifications shall not form part of this Agreement unless specifically agreed in writing by the parties and signed by the Authorised Officer and Contract Manager or other authorised representatives of the Provider and the Authority.

Force Majeure

- 2.51 Neither the Authority nor the Provider shall be liable for any default delay or for the consequences of any delay in performing any of its obligations under this Agreement if such delay is due to any factor whatsoever beyond its reasonable control resulting from act of God, governmental regulation, fire, war, terrorist activity, industrial dispute (not directly involving the employees of either party) or civil commotion.

Enforceability and Severance

- 2.52 Any provision of this Agreement which is held invalid or unenforceable, shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof.

Jurisdiction

- 2.53 The Agreement shall be governed by and interpreted in accordance with English Law and shall be subject to the exclusive jurisdiction of the Courts of England.

Section 3 Schedule A - The Services

Human Resources and Finance Services

- 3.1 Upon receipt of the list of trainees as per clause 2.2 of the agreement the provider shall liaise with the relevant education provider to ensure the trainees receive the following forms:
- Trust Employment Application form;
 - pre-Employment Health Screening form;
 - Disclosure and Barring Service (DBS) application form;
 - Work Permit Form (if necessary).
- 3.2 The Provider shall check and process the completed forms to ensure the trainees are fit for employment as a Trainee following initial health screening. This includes liaising with the Education Provider and trainee re any reasonable adjustments that maybe necessary under the Disability Discrimination Act and agreement of any such reasonable adjustments
- 3.3 The Provider shall where necessary undertake initial pre-employment health screening.
- 3.4 The Provider shall undertake, where necessary, further screening and inoculations. For the avoidance of doubt the cost of this further screening and inoculation fall outside the Contract Price.
- 3.5 During the first week of the Programme the Provider shall provide an induction session at the relevant university with the trainees. The induction will consist of:
- an explanation of salary for Trainees and how salary is paid;
 - pension information/advice;
 - explanation of expenses and expenses claims;
 - completion of appointment forms;
 - issue of employment contract;
 - explanation of annual leave and sick leave policy;
 - arrangements for identity badge;
 - overview of relevant Provider policy for training in the following areas:
 - Fire/Security (mandatory training);
 - Risk/Health & Safety (mandatory training);
 - Control of Infection (mandatory training);
 - Child Protection (basic level);

- Information Governance;
- Violence & Aggression;
- Manual Handling (mandatory training).
- Where it is not possible for Trainees to undertake the above training in their clinical attachment Trusts provide the above training for the Trainees at Musgrove Park Hospital in Taunton. This training will only be available on the Provider's set induction days.

3.6 The Provider shall provide human resource advice and support to Trainees and Education Providers. This will include:

- advising Trainee and Education Providers on Provider policies;
- issuing details of DBS clearance for Trainee to Clinical Attachment areas when necessary;
- advising on necessary adjustments concerning issues surrounding the Equality Act 2010
- advising on reimbursement of expenses for Trainees;
- terminating, following statutory process, the employment of a Trainee where the Education Provider discontinues that Trainee from the Programme;

3.7 The Provider shall arrange for trainees to be issued with an Honorary Contract of Employment by any host employer(s) providing clinical placement(s) for the duration of such placement(s).

3.8 Three months prior to the ending of the Programme the Provider shall write to the Trainees to confirm the end date of the Programme and to advise that all annual leave must be used or will be lost.

3.9 Approximately 6 weeks before the end of a contract of employment the Provider shall send a 'leaver form' to Trainees to confirm end employment date and details for forwarding final salary/P45.

3.10 The Provider shall provide Payroll services to include:

- maintaining records of all currently employed staff including the set up of new trainees;
- updating current Trainees records as necessary e.g. changes to personal data such as home address and bank details, set up of other deductions such as student loans, court orders;
- preserving historical record of staff who have left;
- operating payroll deductions in accordance with Her Majesty's Revenue and Customs and Pensions Agency regulations;

- making payment to Trainee's bank accounts and providing payslips via the Education Provider on pay day;
- maintaining sickness records and ensure all payments are in accordance with occupational and statutory sick rules;
- maintaining necessary maternity pay records to ensure compliance with occupational and statutory maternity pay scheme rules;
- maintaining required records of any necessary unpaid leave;
- calculating industrial injury payments as necessary;
- providing bank and building societies with financial reference of Trainee following approval by Trainee;
- inflating basic pay records for incremental progression and pay awards including the calculation of arrears;
- providing Trainees with an annual P60 form in accordance with Her Majesty's Revenue and Customs regulations;
- ensuring that all Terms and Conditions of service are adhered to in the maintenance of trainee records and payment of salaries;
- completing part 3 of P45 or form P46 for all new starters and pass to Her Majesty's Revenue and Customs;
- updating tax codes for Trainees on receipt of notified changes from Her Majesty's Revenue and Customs;
- completing P45 for leavers and forward to Trainee together with final payslip and pension booklet;
- notifying the Her Majesty's Revenue and Customs of appropriate amounts of Tax, and NI after the end of the financial year to meet Her Majesty's Revenue and Customs deadlines;
- making arrangements for the pay over of tax and National Insurance contributions on a monthly basis in accordance with Her Majesty's Revenue and Customs timescales;
- responding to queries raised by Trainees both verbally and written;
- providing other NHS organisations with service history for ex-Trainees who have taken up a new NHS post.

3.11 The Provider shall provide Expenses services to include:

- checking expense claims for authorisation, accuracy/reasonableness of claim;
- maintaining records of cars used by Trainees;

- calculating and pay expense claims with salary payment;
- responding to queries raised by Trainees both verbally and

written. 3.12 The Provider shall provide Pensions services to include:

- maintaining pension records for all Trainees in the NHS Scheme; Providing regular updates the Pensions Agency on any change in pension circumstances;
- providing estimates to Trainees on request;
- providing necessary information to Trainees about any changes to the Scheme;
- determining eligibility for the purchase of added years and make appropriate deduction of all Additional Voluntary Contributions;
- providing Trainees with forms to enable them to transfer pensions from other schemes;
- responding to Pensions Agency on all matters in respect of trainees;
- responding to ad hoc queries raised by Trainees both verbally and written;
- in the event of an unfortunate death of a Trainee, correspond with the next of kin or solicitor to ensure pension entitlement forms are completed and identify any balance of salary due;
- making arrangements for the pay over of pension contributions on a monthly basis to the Pensions Agency.

Section 4 Schedule B - Administration fees and trainees

Administration Fees

- 4.1 Administration Fees are the amount found by applying the formula

$$A = UC \times N$$

Where A represents the amount

N represents the total whole time equivalent (“WTE”) number of Trainees in any Financial Year (where 1.00 WTE = 1 Trainee in training for 12 months in any Financial Year); and

UC represents the Unit Cost for each of the Financial Years, (each such Unit Cost to be adjusted for inflation in accordance with the NHS GDP Deflator for each of the Financial Years 2020/21 onwards) and where the Unit Cost for 2019/20 is £371.77.

Trainees

- 4.2 Trainee numbers as at 1 April 2020 are based on the actual commissions set out in Table 1.

Table 1: Actual commissions for 2020/21

Higher Education Provider	2020/21
University of Exeter	26
University of Plymouth	
University of Bath	17
Totals	43