



THE SCOTTISH OFFICE

01641

NHS:
MEL(1993)149

National Health Service in Scotland Management Executive

St. Andrew's House
Edinburgh EH1 3DG

Dear Colleague

MEDICAL AND DENTAL STAFF IN TRAINING: CONTRACTUAL ARRANGEMENTS AND FUNDING

Summary

1. This Circular advises Health Boards, NHS Trusts and the Scottish Council for Postgraduate Medical and Dental Education (SCPMDE) of the introduction from 1 April 1994 of new arrangements for Training Agreements and funding of salary costs and study leave for medical and dental staff in training. No changes are being made in the location of individuals' contracts of employment.

Action

2. SCPMDE, acting through Postgraduate Deans, will enter into Training and Service Agreements with Directly Managed Units and NHS Trusts in respect of the training and service of all medical and dental staff in training in each Unit. The Agreements will take effect from April 1994.

3. SCPMDE will provide from 1 April 1994 funding for 100% of the basic salary costs of medical and dental staff in training whose salary costs are met by the National Health Service. Provider Units should reflect in their contract prices the resulting reduction in their costs. The revenue allocations of purchasers will be correspondingly reduced.

4. The budget for study leave for doctors and dentists in the training grades is being transferred to SCPMDE with effect from 1 April 1994. Applications for the funding of study leave from that date should be made to Postgraduate Deans.

5. Further information is given in Annex A.

Yours sincerely
A J Matheson

A J MATHESON
Director of Manpower

25 November 1993

Addressees:

For action:
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Health Boards

Chief Executives, NHS
Trusts

Executive Director,
Scottish Council for
Postgraduate Medical and
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General Manager, CSA

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To be copied to Unit
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COMMON SERVICES AGENCY	
20 NOV 1993	
	ACTION TAKEN

MEDICAL AND DENTAL STAFF IN TRAINING: CONTRACTUAL ARRANGEMENTS AND FUNDING

Background

1. Medical and dental staff in the hospital and community health services spend several years in the 4 training grades: pre-registration house officer (PRHO), senior house officer (SHO), registrar and senior registrar. Their training includes a substantial practical component and must involve a partnership between the provider Units where they work and the Scottish Council for Postgraduate Medical and Dental Education (SCPMDE). Within a hospital there may be significant costs associated with meeting the training needs of these doctors and dentists and thus there is a potential conflict between the provision of training and provision of services.

2. In MEL(1993)28 the Management Executive indicated that consideration would be given to introducing new contractual and funding arrangements for the training grades for 1994-95. This followed the introduction in England from April 1993 of a funding arrangement under which 50% of the basic salary costs of full-time posts in the training grades are met from budgets held at Regional level.

3. The Management Executive has convened meetings to discuss proposals for alternative contractual and funding arrangements for the training grades, which involved representatives of SCPMDE, the medical profession, Health Boards and NHS Trusts. The Training and Service Agreements and the arrangements for the funding of the cost of training grade salaries follow the proposals agreed at those meetings. The effect is to make SCPMDE a purchaser of training in a way which parallels the role of Health Boards as purchasers of services.

Training and Service Agreements

4. Medical and dental staff in training make a significant service contribution. There is therefore a need for an agreement on their participation in the continuing provision of clinical services, while maintaining and enhancing their access to high quality postgraduate medical and dental education. SCPMDE, acting locally through Postgraduate Deans, should set in train discussions with individual provider Units and Trusts where medical and dental staff in training work to ensure that appropriate Training and Service Agreements are in place by April 1994. Changes in staffing levels should be made only by agreement under the Training and Service Agreement. A model of a Training and Service Agreement is attached at Annex B.

Funding Arrangements

5. SCPMDE through the Postgraduate Deans will provide funding with effect from April 1994 for 100% of the basic salary costs of medical and dental staff in the training grades under the Training and Service Agreements. The funding is calculated on the funded establishments of posts and at the mid-point of the scale of each grade with an addition for National Insurance and Superannuation costs, together with an allowance for pay awards.

6. Contract prices for 1994-95 should be based on provider Unit costs exclusive of the basic salary costs of the training grades. Other costs, including advertising, interviewing and removal expenses and additional duty hours (ADHs), will remain with the provider Unit or Trust.

7. SCPMDE will be funded from the revenue resources available for the purchasing of hospital and community health services, and thus the revenue allocations of Health Boards will be reduced. The pre-emption will be made in proportion to the estimated expenditure of each purchaser on the salary costs of the training grades. Health Boards should determine the level of expenditure on training grades contained in current GP funds and should reduce the funds accordingly.

8. Where training grade staff are funded from sources outside the NHS, for example a university or a research body, no changes need be made to the funding arrangements. However, public health doctors and dentists, if in the training grades, should be included in the funding arrangements, even though they continue to be employed by Health Boards; they should be included in Training and Service Agreements with their employer.

Study Leave

9. An allocation of £2.0 million is being made to SCPMDE in 1994/95 for the costs of study leave for medical and dental staff in the training grades. Study leave budgets for the training grades, but not for the career grades, should be excluded in the calculation of contract prices. Study leave budgets for the training grades will become the responsibility of Postgraduate Deans, acting on behalf of SCPMDE, with effect from 1 April 1994.

Contracts of Employment

10. The contracts of employment of registrars and senior registrars will remain with Health Boards for the time being. Further consideration will be given to the location of these contracts over the next year. The contracts of PRHOs and SHOs will similarly remain with Trusts or with Health Boards in respect of staff in directly managed Units.

11. Postgraduate Deans, on behalf of SCPMDE, and provider Units are advised to prepare individual training programme agreements for all staff on training rotations. This should provide an assurance to the individual doctor or dentist of a continuing training programme, as well as to individual provider Units that they can expect to have a continuing clinical contribution. A model agreement is at Annex C.

Review Arrangements

12. The working of these contractual and funding arrangements will be reviewed by the Management Executive in consultation with SCPMDE, the medical profession, Health Boards and NHS Trusts in the latter half of 1994-95.

**MEDICAL/DENTAL STAFF IN THE TRAINING GRADES
RECOMMENDED FORM OF TRAINING AND SERVICE AGREEMENT**

This agreement is made between:

1. the Scottish Council for Postgraduate Medical and Dental Education (the Council); and
2. the Unit/NHS Trust (the Provider).

It covers a period of 3 years commencing 1 April subject to annual review.

The objectives of the agreement are:

1. the provision of clinical services at an appropriate level by doctors/dentists in training. It is recognised by both parties that the provision of high quality postgraduate training is best delivered if doctors and dentists in training undertake a clinical workload under the supervision of a consultant;
2. the high quality of postgraduate medical/dental education, to be assured by individual educational appraisal, of all doctors/dentists in the training grades (namely, Senior Registrar, Registrar, SHO and PRHO) working for the Provider, including the development of practical clinical skills; and
3. the provision and maintenance of the facilities to support postgraduate medical/dental education.

It is agreed:

1. Principles

1.1 The Provider is responsible for all day-to-day management of the employment of doctors and dentists in training.

1.2 The contracts of employment of senior registrars and registrars will for the time being continue to be held by Health Boards. In respect of these staff the Provider will be acting on behalf of the Health Board.

1.3 The operation of the recruitment process associated with filling the training posts covered by this agreement is for determination between the Council and the Provider.

2. Purpose

2.1 The Council will provide funding and the Provider will provide facilities for the postgraduate medical/dental education of doctors/dentists in the training grades. The posts in the Provider hospital(s) are listed in a schedule to this agreement.

2.2 Doctors/dentists in training will work under the supervision of consultants of the Provider and according to the agreed duties set out in the doctor's/dentist's job description.

2.3 The Council acting through the Postgraduate Dean will agree with the Provider the numbers of doctors/dentists in training to be employed during the period of this agreement and their service commitment.

2.4 The Council will act locally through the Postgraduate Deans and the Regional Education and Training Committees.

3. Training Resources to be provided

3.1 The Provider will make available the resources, including the time of senior medical/dental and other staff, equipment etc, reasonably required by the Council for the postgraduate medical/dental education of all doctors/dentists in the training grades.

3.2 The Provider, in consultation with the Postgraduate Dean, will make available a case-mix and volume of patients who receive treatment from its employees, appropriate to meet the teaching needs of postgraduate doctors/dentists in training and to provide an environment conducive to research.

3.3 The Provider will continue to make its staff available to teach and supervise trainees. The teaching duties currently expected of consultants and other doctors/dentists will continue, as will those responsibilities currently discharged by other professional and support staff with regard to postgraduate medical/dental education.

3.4 The Provider, in consultation with the Regional Specialty Adviser, will ensure that its facilities for treatment meet the requirements for postgraduate medical/dental education and will in addition, in so far as is reasonably practicable, provide such facilities as are required specifically for teaching and research staff and training grade staff. (The facilities may be listed in a schedule to this agreement).

4. Service Resources to be made available

4.1 The Council will arrange funding for the agreed number of doctors/dentists in the training grades in the Provider Unit and will ensure that they provide a jointly agreed service commitment to the Unit.

4.2 The Provider will draw up job descriptions for the doctors/dentists covered by this agreement, to include the service commitment of each post, in consultation with the Regional Specialty Adviser.

5. Financial Arrangements

5.1 The value of this agreement is calculated as follows:

identified posts
and associated costs.

5.2 The agreement covers the salaries of all NHS-funded doctors/dentists in the training grades including employers' National Insurance contributions and superannuation, but not Additional Duty Hours (ADHs). The salaries will be calculated on the mid-point of the salary scale of each grade.

5.3 The Council will arrange payment to the Provider in 12 monthly instalments in accordance with the standard NHS payments timetable.

5.4 The Provider will submit to the Council:

5.4.1 a quarterly return on filled and vacant posts by specialty/grade.

5.5 Any identified and agreed new posts will be addressed as a variation to the agreement.

5.6 The Provider is responsible for the day-to-day management of the service commitments of doctors/dentists in the training grades covered by this agreement and will therefore be responsible for providing locum cover when this is necessary to cover absence arising from training and other reasons such as annual leave, sickness absence, maternity leave. Where training posts become vacant the Council will continue to fund these posts for a mutually agreed period to enable the Provider to continue its service commitments. The Council reserves the right to monitor such vacancies and to withdraw funding for those posts which remain vacant for an unreasonably long period, subject to a mutually agreed period of notice.

6. Standards Specification

6.1 The Provider shall provide postgraduate medical/dental education in accordance with the standards and specifications laid down by the Council for doctors/dentists in the training grades. These will be in accordance with the recommendations of the appropriate professional bodies.

6.2 The objectives, form, content and quality of the training programme for doctors/dentists in the Provider Unit will be agreed between the Council and the Provider, with advice as appropriate from the Regional Specialty Adviser and the Regional Education and Training Committee (who will receive advice from the Royal Colleges and other professional bodies).

6.3 The Provider will establish and maintain organisational links between postgraduate medical/dental education and the Provider's medical audit programme in accordance with the strategy of the area clinical audit committee.

6.4 The Provider will be responsible for making available study leave for the doctors/dentists in training in accordance with the policy guidelines of the Regional Committee (details may be set out in a schedule to this agreement) consistent with the Terms and Conditions of Service of Hospital Medical and Dental Staff (or of Doctors in Public Health Medicine and the Community Health Service, as appropriate). The Council will provide funding for study leave

for doctors and dentists in the training grades, including those whose salaries are funded by bodies other than the Council.

6.5 Both parties will jointly review the operation of the education and training provided for in this agreement at agreed times with a view to making any changes to better promote the objectives of the agreement.

6.6 The Provider will allow the Council reasonable access to the Provider's premises and educational staff during the period of the agreement for the purpose of monitoring performance.

6.7 Reasonable facilities and information will be provided to enable validation and audit by the Council or its representative of the educational objectives set by the Royal Colleges and other validating bodies. The Provider will allow reasonable access by, and will co-operate with, the Royal Colleges and other validating bodies for this purpose.

7. Equal Opportunities

7.1 Both parties will have an equal opportunities policy and will make it available on request to the other or to the NHS in Scotland Management Executive.

7.2 Both parties in carrying out their obligations under this agreement shall not commit an act of discrimination rendered unlawful by the Sex Discrimination Act 1975 or the Race Relations Act 1976.

7.3 Both parties will monitor the operation of their equal opportunities policies.

7.4 Both parties will have a commitment to the provision and financing of flexible training opportunities.

8. Terms and Conditions of Service

8.1 The Provider will ensure that the General Whitley Council Conditions of Service and the Terms and Conditions of Service of Hospital Medical and Dental Staff (or of Doctors in Public Health Medicine and the Community Health Service), including any formal interpretations, guidance or advice issued by the NHS in Scotland Management Executive and SOHHD, are followed in relation to medical and dental staff in the training grades.

8.2 Where these Terms and Conditions of Service allow for local flexibility, the provisions that apply will be those of the Provider.

8.3 The Provider will ensure that the hours of work and the living and working conditions of doctors in training are consistent with the New Deal on junior doctors' hours or any subsequent Management Executive guidance.

9. Discipline and Grievance

9.1 The Provider will demonstrate to the Council that it has written procedures to deal with grievances and disciplinary matters arising from doctors/dentists in training. These will be in accordance with the Terms and Conditions of Service for Hospital Medical and Dental Staff (or of Doctors in Public Health Medicine and the Community Health Service as appropriate), the General Whitley Council Conditions of Service and ACAS guidelines. Where disciplinary action is planned on the grounds of the professional competence of the doctor/dentist, the Provider will consult the Council via the Postgraduate Dean.

9.2 The Provider will be responsible on a day-to-day basis for maintaining the standards of personal and professional conduct of doctors/dentists in training and for dealing with any disciplinary issues arising. In cases of serious misconduct, which may potentially result in the issue of a final written warning or more serious penalty, including dismissal, those hearing the case will include a medically qualified representative appointed by the Council. A medically qualified representative appointed by the Council will also participate in the hearing of appeals brought by doctors/dentists in training against such disciplinary action.

9.3 In cases of serious personal or professional misconduct where there is a prima facie case for disciplinary action, it may be appropriate to suspend the staff member concerned on full pay prior to convening a disciplinary hearing. Suspension can only be sanctioned by a senior member of the Provider's clinical management who has line responsibility for the staff member concerned and with the approval of a senior member of the Provider's Human Resources Management. The Council must be informed immediately of any such suspension.

9.4 Disciplinary issues relating to professional misconduct or competence will be dealt with in accordance with the provisions of NHS Circular No 1990(PCS)8. Disciplinary matters relating to personal misconduct will be dealt with in terms of Section 40 of the General Whitley Council Conditions of Service.

9.5 The Provider will ensure that a medically qualified representative appointed by the Council is involved at an appropriate stage in the Provider's grievance procedure involving doctors/dentists in training.

9.6 Any grievance/dispute relating to training matters should be raised with the Council via the Postgraduate Dean.

9.7 Both parties will nominate duly authorised officers to liaise regarding any action arising under this section.

9.8 The Council will review the training requirements of and seek to arrange the appropriate redeployment of any doctor/dentist in training whom the Provider has found to be unable to deliver an acceptable clinical service.

9.9 The medically qualified representative appointed by the Council under this section shall not be an employee of the Provider.

10. General Indemnity

10.1 The Provider will, as now, be responsible for any duly proven liabilities and costs as a result of doctors/dentists in training covered by this agreement successfully pursuing, through the appropriate process, their contractual or employment rights as a consequence of any local breach of these rights by the Provider.

11. Medical Indemnity

11.1 The Provider will indemnify doctors and dentists in training against any damages awarded against them for medical negligence in respect of work they carry out on behalf of the Provider. This indemnity will be subject to the limitations which apply to all hospital medical and dental staff under the provisions of NHS Circular 1989(PCS)32 as amended.

12. Monitoring Arrangements

12.1 The Council reserves the right, on an on-going basis, to monitor the operation of this agreement, particularly in relation to ensuring high quality training.

13. Variation of this Agreement

13.1 This agreement may be varied in writing by agreement between the parties.

14. Failure to Agree

14.1 In the event of failure to agree on any matters relating to this agreement, the parties will endeavour to resolve any disagreement locally.

14.2 In the event of disagreement continuing the parties will follow the disputes procedure set out in paragraph 6.9 of the NHS in Scotland Management Executive's Procedural Manual on Contracting and subsequent guidance. The ruling of the Management Executive will be final if the parties are still unable to resolve the disagreement.

The Scottish Council for
for Postgraduate Medical and
Dental Education

NHS Trust Chief Executive/Unit
General Manager

INDIVIDUAL TRAINING PROGRAMME AGREEMENT

Dear

TRAINING PROGRAMME AGREEMENT
(Title of Post)

1. The parties to the Training Programme Agreement consist of:
 1. Dr (name)(address)
 2. The Postgraduate Dean on behalf of SCPMDE
 3. The following Units/Trusts participating in the rotation: (names of Units/Trusts)

2. This agreement shall continue for the duration of your programme as a which shall be for years from to Progression to the second and subsequent years of the rotation will only be entered into if there is evidence of satisfactory educational review at the end of the previous year.

3. Your planned rotation during the years will be as follows:

Year 1 (Hospital/Trust) from to

Year 2 (Hospital/Trust) from to

Year 3 (Hospital/Trust) from to

etc

or

Your rotation during the years will be as follows:

Commences (Hospital/Trust) from to

Other rotations will be determined and confirmed to you during the course of your appointment.

4. Terms and conditions of employment relating to your post, including an approved job description, are enclosed. Outline job descriptions indicating current rota/on-call arrangements at subsequent parts of the rotation are also enclosed. These may be subject to agreed changes before you commence that element of the rotation and full job descriptions will be made available before each start date.

5. You are expected as part of this agreement to participate in and contribute to the formal and informal educational programmes in each of the specified posts.

..... on behalf of SCPMDE

..... Doctor/Dentist

..... on behalf of Unit/Trust