



National Health Service in Scotland  
Management Executive

St. Andrew's House  
Edinburgh EH1 3DG

Dear Colleague

CENTRAL PURCHASING OF PRE-REGISTRATION  
NURSING AND MIDWIFERY EDUCATION

**Summary**

1. The Invitations to Tender for contracts for the provision of pre-registration nursing and midwifery education have been issued to the 30 educational institutions which had previously expressed an interest. I enclose a copy of the Tender documents which relate to your area. These give details of the proposed contracts including contract area, annual student intake numbers and potential bidding institutions.

**Action**

2. At our request, Health Boards have already prepared a College Information Package for potential tenderers. The intention is that potential tenderers will make application to the Management Executive for a copy of the Package on the pro-forma at Annex 2 to the Invitation to Tender letter. Once we have checked the application, a request to release a copy to the institution will be faxed to a nominated officer of the Board.

**Action**

3. General Managers are therefore asked to nominate an official not only to deal with the issue of the Information Package to potential tenderers but also to be responsible for liaison with the Management Executive. We anticipate over the coming weeks a need for contact on matters such as College inspections by potential bidders and, in the longer term, involvement in the work related to the evaluation of bids and post-tender negotiations. The name of the nominated official should be sent to Miss M Marshall within 7 days of receipt of this letter.

4. In addition, General Managers were asked, in letters dated 13 and 20 January 1995, to provide information on College staff and on accommodation to enable us to give further information to prospective tenderers in the coming weeks.

31 January 1995

**Addressees**

For action:  
General Managers,  
Health Boards

Chief Executives  
NHS Trusts

For information:  
Directors of Nurse  
Education/Principals  
of CNMs

General Manager, CSA

General Manager,  
State Hospital

General Manager,  
Health Education Board  
for Scotland  
Executive Director,  
SCPMDE

Copies to Unit General  
Managers for  
information

**Enquiries to:**

Miss M Marshall  
Room 74  
St Andrew's House  
EDINBURGH EH1 3DG  
Tel: 031-244-2471

OR

Mrs C M Clark  
Room 61  
St Andrew's House  
EDINBURGH EH1 3DG  
Tel: 031-244-2487  
Fax: 031-244-2837

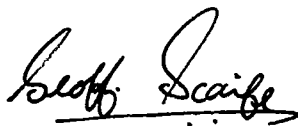
5. In the meantime, Health Boards will continue to be responsible for funding and managing the CNMs. They should ensure that contracts making commitments beyond 1 September 1996 are not made on the CNMs' behalf.

6. NHS Trust Chief Executives and General Managers will note from Annex B of Document B that Trusts and DMUs have been assigned to particular contracts and will be expected to provide practice placements for the educational establishment winning that contract. Formal agreements for the detailed arrangements for practice placements will be required between the Trust/DMU and the educational provider and will be put in place during the transitional period. The Management Executive Board has agreed that practice placements within the NHS shall be provided for nursing and midwifery students at no cost to the education provider.

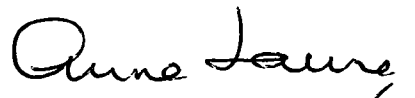
7. The Secretary of State's announcement in May 1994 made it clear that institutions winning the tenders for pre-registration education would also be expected to offer post-registration and continuing education. Institutions were asked to confirm they were willing to do so when they expressed an interest.

8. Employers of individual nurses, midwives and health visitors will be expected to purchase post-registration and continuing education currently provided by CNMs from a variety of providers of education and training with this part of nursing and midwifery education thus being subject to competition. However, in the short term, it has been agreed that transitional arrangements will require to be in place for this important element of the current business of CNMs. Detailed arrangements will be negotiated during the transition period.

Yours sincerely



Chief Executive



Chief Nursing Officer



# THE SCOTTISH OFFICE

## National Health Service in Scotland Management Executive

St. Andrew's House  
Edinburgh EH1 3DG

Telephone 031-244  
Fax 031-244 2683

Principals of Higher Education  
Institutions and Further Education  
Colleges on the Attached List

31 January 1995

Dear Colleague

### **CENTRAL PURCHASING OF PRE-REGISTRATION NURSING AND MIDWIFERY EDUCATION**

#### **INVITATION TO TENDER**

1. On behalf of the Secretary of State for Scotland acting through the National Health Service in Scotland Management Executive (NHS ME), you are invited to tender for the provision of pre-registration nursing and midwifery education for any of the contracts for the contract area within which your institution is located as set out in Annex 1 to this letter. The provision of the services as described in the enclosed Documents A, B and C is for an initial period of 5 years with the possibility of extension annually after an initial period of 2 years. The documents consist of:-

- A. Terms and Conditions
- B. Tender Specification
- C. Schedule to Tender
- D. Background Information

2. A separate version of Document B has been prepared for each Contract Area described in Annex 1 and has been sent only to those educational institutions within that Area which have expressed an interest. Institutions which have been invited to bid within Areas A or B are able to bid for any or all of the contracts available in their respective areas but the Secretary of State reserves the right to ask institutions bidding for more than one contract to list such bids in an order of priority. If, however, an institution were to make a strong case for submitting a bid for a tender outwith its contract area, this would be considered. In the event of a consortium bid, a lead institution must be identified which must submit the bid to the Management Executive. A Contract will be awarded in the name of one institution only.

3. In addition to the documents listed in paragraph 1, each College of Nursing and Midwifery (CNM) has prepared an information package which

will be made available to potential tenderers for a contract relating to that College on application to the Management Executive on the pro-forma at Annex 2 to this letter. Pro-formas should be sent to Mrs C Clark, Directorate of Nursing, NHSME in Scotland, Room 61, St Andrew's House no later than 21 February 1995 as should any case for bidding for a contract outwith the assigned contract area.

4. The Secretary of State requires the return of Document C being the Schedule to Tender. Tenderers may submit a Document C prepared using their own text creation facilities; however, Schedule 1 (Form of Tender) and Schedule 2 (Declaration that Tender is a Bona Fide competitive Tender) must be identical to The Scottish Office version in Document C. The response to subsequent schedules must be in the order set out in Document C and not in another sequence cross-referred to the order in Document C. The tenderer should supply one original copy and 10 further copies of Document C.

5. All information supplied by tenderers to The Scottish Office will be treated as commercial in confidence except that disclosure may be made of such information relating to the outcome of the procurement process as may be required to be published in the Official Journal of the European Communities or elsewhere in accordance with EC directives or UK Government policy on the disclosure of information regarding government contracts. This disclosure may include the number of tenders received, the identity of the successful tenderer, the winning contract price, the specification of goods or services to be supplied, terms and conditions of contract, quality and performance standards, and subsequent performance against those quality and performance standards. The Scottish Office will not, however, be obliged to disclose information of this sort in circumstances where to do so would be likely to cause significant damage (outweighing the benefits of openness) to the legitimate commercial interests of a supplier or tenderer or of The Scottish Office.

6. The bid for each contract should be independent and be open for acceptance without qualification. If tenderers bid for more than one contract, any additional savings or other significant changes from the sum of the individual contract bids should be shown separately. The Secretary of State for Scotland is not obliged to accept the lowest or any tender.

7. Tenderers should note that the Provider will be required not to give, bargain, sell, assign, sub-let, or otherwise dispose of the Contract or part thereof, or the benefit or advantage of the Contract or part thereof, without the previous consent in writing of the Purchaser.

8. Work is currently being carried out in The Scottish Office to provide information on property which will be available for use by the tenderer, and the terms of its provision. This information will be issued to tenderers in March. In the meantime it may help tenderers to note that tenderers are likely to be given the opportunity to purchase or to lease property currently used by CNMs. Such property will include that used for administration and teaching purposes, and also residential accommodation required by students. The information issued to tenderers in March will include a Schedule of Accommodation together with indicative costs. At that stage, arrangements will be made for potential tenderers to inspect property of interest so that they can take independent professional advice if they so wish. It will, of course, be open to providers to prepare a bid based on use of their own property rather



than taking over CNM accommodation, although the presumption is that the bulk of CNM accommodation will continue to be used for education purposes, particularly in circumstances where there has been significant capital expenditure on the property. Detailed instructions on moveable property will be issued at the same time.

9. Tenderers should note that it is the view of the Secretary of State that the Transfer of Undertakings (Protection of Employment) Regulations 1981 (TUPE) will apply to these contracts. Information on the National Health Service Terms and Conditions of Employment which you may find useful is enclosed as Annex 3. Tenderers should however fully satisfy themselves of the implications of entering into a Contract where TUPE applies.

10. Upon transfer, staff will cease to be entitled to be members of the NHS Superannuation Scheme. A short guide to this Scheme is enclosed. On taking up employment in a higher or further education institution, they will become eligible to be members of the occupational pension scheme appropriate to that employment. Discussions are taking place between the NHS Executive (NHSE) in England and the Universities and Teachers' Superannuation Schemes about the terms which will apply both in relation to the treatment of past service and the right of some staff to special class status (the right to retire from age 55 and, in some cases, the right to fast accrual of benefits by virtue of their classification as Mental Health Officers). It is the intention that the terms of any agreements reached by the NHSE will be adopted in Scotland.

11. As TUPE is deemed to apply to the tender the Secretary of State for Scotland will need to be satisfied that the tenderer is proposing to offer pension arrangements to CNM staff which are broadly comparable to those available to NHS staff involved under the NHS Superannuation Scheme. Where the tenderer is not able to provide benefits which are fully comparable with this standard the tenderer may propose other changes to the remuneration package to offset the degree of detriment suffered by the employees relative to that applying to them as NHS staff. Initial enquiries on these issues should be made to Miss M Marshall.

12. Information on College Staff expected to be in employment immediately prior to the Services Commencement Date of 1 September 1996 is in preparation and will be provided to potential tenderers early in March. This will include information on the reckonable service accrued by the persons concerned as members of the NHS (Scotland) Superannuation Scheme.

13. The Secretary of State made it clear in his announcement on 16 May 1994 that institutions winning the tender for pre-registration education would also be expected to provide post-registration and continuing education. In the long term employers of individual nurses, midwives and health visitors will be expected to purchase post-registration and continuing education from a variety of providers of education and training with the provision of such education being subject to competition. In the shorter term, it has been agreed that transitional arrangements will be put in place to safeguard this important element of the current business of CNMs. It will therefore be a condition of the pre-registration contract that the successful tenderer will take over the post-registration and continuing education business of the Colleges under separate funding arrangements. The terms of this provision will be issued to potential tenderers in March and will include a requirement that TUPE will apply to

all associated staff transfers. Detailed arrangements will be negotiated during the transition period.

14. The clauses and schedules of the enclosed Documents may not be altered by the tenderers. Any modifications considered expedient by the tenderer should form the subject of separate correspondence and reference to such correspondence should be attached to Document C. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone.

15. Potential tenderers will wish to visit the CNMs within the Contract area. Arrangements are being made by the Management Executive with the appropriate Health Boards and details will be given to tenderers on the submission of the pro-forma at Annex 2.

16. If you are unable to tender, please return all the enclosed documents without delay.

17. Enquiries regarding this Invitation to Tender should be addressed to:

Miss M Marshall  
Directorate of Nursing  
Room 74  
St Andrew's House  
EDINBURGH  
EH1 3DG

Tel: 031-244-2471  
Fax: 031-244-2837

18. Please note that the responses to any questions raised during the tendering period will be circulated under the heading of numbered Circular Advice notes and these will be sent to all tenderers. Any new information of relevance to any specific Area/Contract will only be sent to relevant tenderers. The closing date for raising questions is Monday 24 April 1995.

19. Tenders should arrive not later than **12 noon on Tuesday 2 May 1995**. Tenders received after this time are unlikely to be considered.

20. A separate tender should be submitted for each individual contract. Tenders should be submitted using the enclosed label. The envelope bearing the label will not be opened until the date printed on it. It is important that the enclosed label relating to each contract be used when submitting a tender.

21. Correspondence connected with the tender which requires attention before that date or communications stating that no tender will be

submitted should be sent in a separate envelope, bearing no external reference to the tender reference or return date and addressed to Mrs Clark (see para 3).

Yours sincerely

*Anne Jarvie*

MISS ANNE JARVIE  
Director of Nursing

CENTRAL PURCHASING OF PRE-REGISTRATION NURSING AND  
MIDWIFERY EDUCATION

Notes

This Annex sets out for each contract area:

- the education institutions eligible to bid.
- the contracts in each area with related Colleges of Nursing and Midwifery (CNM).
- the annual student intake numbers for each contract. The figures in brackets relate to minimum numbers of students to be recruited for each year of the contract to shortened courses by virtue of a previous first level registration.

**CONTRACT AREA A - WEST OF SCOTLAND**

Tertiary Education Institutions located in area.

Bell College of Technology  
 Cambuslang College  
 Clydebank College  
 Coatbridge College  
 Dumfries and Galloway College of Technology  
 University of Glasgow  
 Glasgow Caledonian University  
 James Watt College of Further and Higher Education  
 Langside College  
 University of Paisley  
 University of Strathclyde

**CONTRACT A1**Annual student intake numbers

Midwifery	40 (10)
Adult	175
Mental Health	25
Mental Handicap	20
Child Health	70 (25)
Enrolled Nurse Conversion	25

Related CNM

Glasgow

**CONTRACT A2**Annual student intake numbers

Midwifery	55 (15)
Adult	220
Mental Health	60
Enrolled Nurse Conversion	50

Related CNMs

Ayrshire and Arran  
 Argyll and Clyde

**CONTRACT A3**Annual student intake numbers

Midwifery	20
Adult	175
Mental Health	55
Enrolled Nurse Conversion	18

Related CNMs

Lanarkshire  
 Dumfries and Galloway

**CONTRACT AREA B - CENTRAL AND NORTH OF SCOTLAND**

Tertiary Education Institutions located in area.

University of Aberdeen  
 University of Abertay  
 University of Dundee  
 Falkirk College of Technology  
 Fife College of Higher and Further Education  
 Glenrothes College  
 Inverness College  
 Lews Castle College  
 Robert Gordon University  
 University of Stirling  
 Northern College of Education  
 Clackmannan College of Further Education

**CONTRACT B1**Annual student intake numbers

Midwifery	35 (15)
Adult	150
Mental Health	55
Mental Handicap	30
Enrolled Nurse Conversion	67

Related CNMs

Forth Valley  
 Highland and Western Isles

**CONTRACT B2**Annual student intake numbers

Midwifery	20 (20)
Adult	250
Mental Health	35
Mental Handicap	15
Child Health	30 (15)
Enrolled Nurse Conversion	45

Related CNM

Foresterhill, Aberdeen

**CONTRACT B3**Annual student intake numbers

Midwifery	40 (10)
Adult	220
Mental Health	75
Mental Handicap	15
Child Health	15
Enrolled Nurse Conversion	110

Related CNMs

Fife  
Tayside

**CONTRACT AREA C - EAST OF SCOTLAND**

Tertiary Education Institutions located in area.

Borders College  
 Napier University  
 Queen Margaret College  
 Telford College  
 West Lothian College  
 Moray House College of Education - Heriot Watt University  
 Jewel and Esk Valley College

**CONTRACT C**Annual student intake numbers

Midwifery	70 (30)
Adult	280
Mental Health	70
Mental Handicap	30
Child Health	70 (30)
Enrolled Nurse Conversion	75

Related CNMs

Scottish Borders  
 Lothian



CENTRAL PURCHASING OF PRE-REGISTRATION NURSING AND MIDWIFERY EDUCATION

APPLICATION FOR COLLEGE OF NURSING AND MIDWIFERY INFORMATION PACKAGE TO BE RETURNED TO MRS C CLARK NHSME IN SCOTLAND, ROOM 61, ST ANDREW'S HOUSE, EDINBURGH

From: Authorised Representative .....  
Name of Institution .....  
Address of Institution

DECLARATION

This educational institution proposes to submit a tender for the following contract(s) (Insert here A1, A2 etc)

- 1.
- 2.
- 3.

Please arrange for the information packages for the following College(s) of Nursing and Midwifery to be sent to me. We undertake to inform you, and return the documentation as soon as possible, if we subsequently decide not to submit a tender.

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FOR USE BY MANAGEMENT EXECUTIVE

To ..... Health Board

Please note this application and arrange for the information package for to be sent to

for Management Executive.

**TERMS AND CONDITIONS OF SERVICE:-**

- 1) **NURSES (INCLUDING NURSE TEACHERS)**
- 2) **ADMINISTRATIVE AND CLERICAL**
- 3) **ANCILLARY**

1. The terms and conditions of service for these groups of staff are contained in the Staff Council Handbooks of the Whitley Councils for the Health Service (Great Britain). The terms of the General Whitley Council Handbook also apply to all these staff groups.

2. The terms and conditions differ for all these groups of staff who each have their individual Handbooks. The terms and conditions set out in the handbooks are the result of agreements negotiated at national level by the NHS Management and Staff Sides. Amendments to these are similarly subject to negotiation at national level and the contents of the Handbooks are updated periodically by Pay and Conditions Service Circulars (PCS) issued by the NHS Management Executive in Scotland.

3. Examples of Terms and Conditions covered by these Handbooks include:-

- 3.1 Pay; including overtime and allowances
- 3.2 Annual Leave/Sick Leave/Maternity Leave
- 3.3 Travel and Subsistence Expenses
- 3.4 Removal Expenses
- 3.5 Promotion.
- 3.6 Hours of Duty
- 3.7 Redundancy Payments
- 3.8 Compensation Benefits on Premature Retirement
- 3.9 Dispute Procedures
- 3.10 Disciplinary Procedures

4. Further information may be obtained from Health Boards.

1. University of Aberdeen
2. University of Abertay, Dundee
3. Bell College of Technology, Hamilton
4. Borders College, Galashiels
5. Cambuslang College, East Kilbride
6. Clackmannan College of Further Education, Alloa
7. Clydebank College
8. Coatbridge College
9. Dumfries and Galloway College of Technology
10. University of Dundee
11. Falkirk College of Technology
12. Fife College of Further and Higher Education, Kirkcaldy
13. University of Glasgow
14. Glasgow Caledonian University
15. Glenrothes College
16. Inverness College
17. James Watt College of Further and Higher Education
18. Jewel and Esk Valley College, Edinburgh
19. Langside College
20. Lews Castle College, Stornoway
21. Moray House College of Education/Heriot Watt University, Edinburgh
22. Napier University, Edinburgh
23. Northern College of Education, Aberdeen
24. University of Paisley
25. Queen Margaret College, Edinburgh
26. Robert Gordon University, Aberdeen
27. University of Stirling
28. University of Strathclyde, Glasgow
29. Telford College, Edinburgh
30. West Lothian College



THE SCOTTISH OFFICE

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# **Nursing and Midwifery Education in Scotland**

Document A

Terms and Conditions

January 1995

## **TERMS AND CONDITIONS**

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## 1. DEFINITIONS

In these Terms and Conditions, and in Documents B and C (as hereinafter defined):-

1.1 "Annual Review" means a meeting between the Purchaser and Provider in January each year to:

1.1.1 review the delivery of the Services;

1.1.2 confirm the number of new students for the next Contract Year;

1.1.3 review the projected student places for the subsequent years of the Contract;

1.1.4 review the price per student year for the ensuing Contract Year;

1.1.5 review the period of the Contract.

all in accordance with the terms of the Contract.

1.2 "The CNM" means the College of Nursing and Midwifery/Health Studies or other institution specified in Annex B of Document B.

1.3 "The Contract" means the agreement entered into between the Purchaser and the Provider following the acceptance of the Provider's tender in respect of the provision of the Services by the Purchaser incorporating these Terms and Conditions, Document B, Document C, the Purchaser's acceptance of the Provider's tender and any other documents expressly incorporated into any of the foregoing.

1.4 "The Contract Commencement Date" means 1 September 1995.

1.5 "The Contract Manager" means such representative as the Provider may designate from time to time to act as his contract manager in accordance with the terms of the Contract.

1.6 "Contract Termination Date" means, subject to the provisions of Clause 3.2, 31 August 2001.

1.7 "Contract Year" means any 12 month period after the expiry of the Transition Period commencing on 1 September in any one year and expiring on 31 August in the next during the Period of the Contract, provided always that notwithstanding the foregoing, the First Contract Year shall be deemed to be the period between 1 September 1996 and 31 August 1997, and any reference to "Year 1" shall be deemed to be a reference to the aforementioned First Contract Year, any reference to "Year 2" or the "Second Contract Year" shall be deemed to be a reference to the Contract Year beginning on 1 September 1997 and ending on 31 August 1998, any reference to "Year 3" or the "Third Contract Year" shall be deemed to be a reference to the Contract Year beginning on 1 September 1998 and ending on 31 August 1999 and so on.

1.8 "Courses" means the educational courses by which pre-registration nursing and midwifery education is conducted and carried out by or on behalf of the Provider as part of the Services.

1.9 "FTE" means in relation to any number of students, the number of full-time equivalent students represented by that number of students which is calculated by multiplying the relevant number of students by the number of weeks of attendance at the Courses for each student in the Contract Year in question, then dividing the sum so calculated by 45; provided that the number of part-time students (the persons falling into the category of part-time students to be determined from time to time by the Purchaser) taken into account in the above calculation and the manner in which they are taken into account shall be agreed between the parties.

1.10 "The Health Board" means the Health Board specified in Annex B of Document B.

1.11 "Health Board's Employees" means the employees of the Health Board employed at, in or for the purposes of the Undertaking or for the purpose of providing pre-registration nursing and midwifery education or any of the other services specified in Document B, or for any associated or ancillary purposes.

1.12 "The NBS" means the National Board for Nursing, Midwifery and Health Visiting for Scotland, a body established by the Nurses, Midwives and Health Visitors Act 1979 and having its principal office at 22 Queen Street, Edinburgh EH2 1NT.

1.13 "Period of the Contract" means the period between the Contract Commencement Date and the Contract Termination Date.

1.14 "The Provider" means the association, body, company or other institution whose tender in respect of the provision of the Services has been accepted by the Purchaser, and includes the Provider's personal representatives, successors and permitted assignees, subcontractors, sublessees or other transferees.

1.15 "The Purchaser" means the Secretary of State for Scotland, acting through The Scottish Office Management Executive NHS in Scotland.

1.16 "The Purchasing Officer" means the Director of Nursing of The Scottish Office Management Executive NHS in Scotland, or such other representative as the Purchaser may from time to time designate for the purposes of this contract.

1.17 "The Regulatory Bodies" means the UKCC and the NBS, or any replacement or substitute body for either of the aforementioned, and any reference to "Regulatory Body" shall be construed as a reference to either of the aforementioned.

1.18 "The Services" means the pre-registration nursing and midwifery education services and other services, all as specified in Document B.

1.19 "Services Commencement Date" means 1 September 1996.

1.20 "SHEFC" means the Scottish Higher Education Funding Council, established under the Further and Higher Education (Scotland) Act 1992, or any substitute or replacement body created or established to carry out, or to which is transferred, any of the duties or functions or responsibilities, or any part thereof, of the said Scottish Higher Education Funding Council.

1.21 "SOED" means The Scottish Office Education Department, or any substitute or replacement government department, agency or body or any other body created or established to carry out, or to which is transferred, any of the duties or functions or responsibilities, or any part thereof, of the said Scottish Office Education Department.

1.22 "Transition Period" means the period between the Contract Commencement Date and 31 August 1996.

1.23 "Transition Period Requirements" means any function, arrangement, procedure or services to be performed or implemented by the Provider during the Transition Period in accordance with the terms of the Contract.

1.24 "The UKCC" means the United Kingdom Central Council for Nursing, Midwifery and Health Visiting, a body established by the Nurses, Midwives and Health Visitors Act 1979 whose principal office is 23 Portland Place, London WIN 3AP.

1.25 "Undertaking" means the department, section, organisation or part of the Health Board which, prior to the Services Commencement Date, provides pre-registration nursing and midwifery education services similar to those specified in Document B at its premises at the CNM.

1.26 "The Validating Body" means any academic award giving body which validates academic awards under the authority derived from their individual statutes or Institutional Charter or other authority or warrant.

1.27 The masculine includes the feminine and the singular includes the plural and (in both cases) vice versa.

1.28 Any reference to any Act of Parliament shall be construed as a reference to the Act of Parliament as from time to time amended, extended or re-enacted and so as to include any byelaws, statutory instruments, rules, regulations, orders, notices, directions, consents or permissions made or given thereunder. Any reference to any statutory instrument, regulation or order shall be construed as a reference to that statutory instrument, regulation or order (as the case may be) as from time to time amended, extended or re-enacted.

1.29 The headings are for convenience only, and shall not be construed as forming part of the Contract or be taken into account in the interpretation thereof.

1.30 All references to Document A, Document B and Document C shall be construed as references to, in the case of Document A, Document A - Terms and Conditions, or, in the case of Document B, to Document B - Tender Specification for Pre-Registration Nursing and Midwifery Education Services or in the case of Document C, to



Document C - Schedule to Tender for Pre-Registration Nursing and Midwifery Education, in each case accompanying and referred to in the Purchaser's Invitation to Tender in respect of the provision of the Services addressed to, among others, the Provider and dated 31 January 1995 except that:

1.30.1 in the case of Document C, references to which shall, unless the context otherwise requires, be construed as a reference to the version of that Document returned to the Purchaser by the Provider as part of its tender in respect of the provision of the Services;

1.30.2 in the event that the Purchaser and the Provider enter into negotiations concerning the terms of Document A, Document B or Document C after the Provider has submitted a tender in respect of the provision of the Services to the Purchaser and, in consequence of such negotiations, agree in writing to amend the terms of any such Document, all references to that Document shall be construed as references to that Document as so amended.

## 2. THE CONTRACT

The Provider shall, during the period of the Contract specified in Clause 3, provide and perform the Services and Transition Period Requirements in accordance with the terms and conditions of the Contract.

## 3. PERIOD OF CONTRACT

3.1 Subject to Clause 3.2, the Contract shall commence on the Contract Commencement Date and shall expire and terminate on the Contract Termination Date, unless earlier terminated in accordance with these Terms and Conditions.

3.2 The duration of the Period of the Contract shall be reviewed at the end of each Contract Year by the Purchasing Officer and the Provider. At the end of Year 2, and at the end of each Contract Year thereafter, the Period of the Contract may, by written agreement between the parties, be extended by one year, or by such other period as the parties may agree, subject always to the Purchaser's right of earlier termination of the Contract in terms of these Terms and Conditions. In the event that the Period of the Contract is extended by the Purchaser in accordance with the provisions of this Clause, then, notwithstanding the provisions of Clause 1.6, the Contract Termination Date shall be deemed to be the date on which the the period for which the Period of the Contract has been extended expires.

## 4. CONTRACT PRICE

4.1 The sums payable by the Purchaser to the Provider in accordance with the provisions of the Contract shall consist of:-

4.1.1 a sum in respect of the set up costs incurred during the Transition Period by the Provider in respect of the performance of the Transition Period Requirements, the amount of which shall be as set out in Schedule 15 of Document C; and

4.1.2 a sum in respect of the actual provision of the Services in each Contract Year the amount of which shall be as notified to the Provider by the Purchaser in writing as soon as reasonably practicable after each Annual Review and which shall be calculated according to the following formula: the price per student per year (Student Unit Price) specified in the Column of Schedule 3 of Document C relative to the Contract Year for which the calculation is being carried out (or, in the event that the Period of the Contract has been extended in accordance with the provisions of Clause 3.2 above, for each Contract Year for which the Period of the Contract has been so extended, the price per student agreed between the parties relative to the Contract Year for which the calculation is being carried out) multiplied by the FTE of:-

a. the number of students who were enrolled with the Provider in any previous Contract Year to attend the Courses and shall continue to be enrolled in the Courses in the Contract Year for which the calculation is being carried out or who, in Year 1, who have transferred from attendance at the CNM to the Courses; and

b. the number of new students who will enrol with the Provider to attend the Courses in the Contract Year for which the calculation is being carried out, which number shall be agreed between the Purchaser and the Provider during the last Annual Review carried out prior to the commencement of the Contract Year for which the calculation is being carried out.

4.2 For the avoidance of doubt, it is hereby declared that the amount payable to the Provider by the Purchaser in accordance with Clause 4.1.2 shall not be varied in the event that the number of new students actually enrolled with the Provider to attend the Courses in the Contract Year exceeds the number of new students agreed between the Purchaser and the Provider at the Annual Review and which formed the basis of the calculation referred to in Clause 4.1.2.

## 5. VARIATION OF CONTRACT PRICE

5.1 The sum payable to the Provider by the Purchaser specified in Clause 4.1.1 shall be fixed, and, subject to the provisions of Clauses 8.4 and 20.3, shall not be subject to variation in any respect or for any reason whatsoever.

5.2 Subject always to the provisions of Clauses 8.4 and 20.3, the calculation to determine the amount payable to the Provider in respect of the actual provision of the Services specified in Clause 4.1.2 may be varied only in the following respects:-

5.2.1 The price per student per year specified in Schedule 3 of Document C for any Contract Year may be varied at any time prior to the commencement of that Contract Year by written agreement between the Purchaser and the Provider and any reference in the Contract to the said price per student per year shall be construed as a reference to such price per student per year as varied from time to time in accordance with

the provisions of this Clause. In the event that the price per student per year is varied in accordance with the provisions of this Clause for any Contract Year after the Purchaser has given notice to the Provider of the amount payable to it in terms of Clause 4.1.2 for that Contract Year, the said notice shall be deemed to be void and the Purchaser shall as soon as the price per student per year is so varied give notice to the Provider of the amount payable to it in accordance with the provisions of Clause 4.1.2 taking account of the revised price per student per year, which shall thereafter be deemed to be the notice given to the Provider in terms of Clause 4.1.2 which is effective for that Contract Year; and

5.2.2 In the event that either the number of students continuing to attend the Courses in any Contract Year is less than that which was taken into account in accordance with the provisions of Clause 4.1.2 a. when the amount payable to the Provider in respect of the actual provision of the Services in accordance with the provisions of Clause 4.1.2 was being calculated, or the number of new students who enrol or will enrol with the Provider to attend the Courses in any Contract Year is less than that which was taken into account in accordance with the provisions of Clause 4.1.2 b. when the amount payable to the Provider in respect of the actual provision of the Services in accordance with the provisions of Clause 4.1.2 was being calculated, then the amount payable to the Provider as calculated in accordance with Clause 4.1.2 may be varied at any time before the commencement of the Contract Year in question, or at any time during the Contract Year in question, by the Purchaser giving notice to the Provider that such amount shall be varied by the sum specified, or according to any formula or in the manner specified, in such written notice. In the event that the Purchaser does give such written notice in accordance with the provisions of this Clause, then the amount payable to the Contractor as calculated in accordance with the provisions of Clause 4.1.2 shall be deemed to have been varied with effect from the commencement of the Contract Year in question and:-

a. in the event that the amount actually paid to the Provider by the Purchaser during that Contract Year exceeds the amount which should have been paid to it in accordance with the terms of the Contract if the variation had been made prior to the commencement of the Contract Year, then the Provider shall within 30 days of the Purchaser making a written demand therefor, pay to the Purchaser the amount of such excess; or

b. in the event that the amount actually paid to the Provider by the Purchaser during the Contract Year is less than the amount which should have been paid to it in accordance with the terms of the Contract if the variation had been made prior to the commencement of the Contract Year, then the Purchaser shall within 30 days of giving such written notice to the Provider pay to the Provider the amount by which the amount actually paid to the Provider by the Purchaser as

aforesaid is less than the said amount which should have been paid to it.

## 6. PAYMENT

6.1 The sum payable to the Provider in respect of the actual performance of the Transition Period Requirements specified in Clause 4.1.1 shall be paid to the Provider by monthly instalments in arrears, the amount of each such instalment being the amount of the set up costs actually incurred by the Provider in the preceding month, provided always that the total amount of such set up costs paid to the Provider by the Purchaser, and the total amount of such instalments, shall not exceed the sum specified in Schedule 15 of Document C. The Purchaser shall pay each such instalment within 30 days of receipt and agreement of a valid invoice in respect of same.

6.2 The sums payable to the Provider in respect of the actual performance of the Services as specified in Clause 4.1.2 shall be paid to the Provider in 12 equal monthly instalments each of which shall be paid in arrears. Payment of each such instalment shall be claimed by the Provider by submitting an invoice in respect of same on or after the last day of the month to which the invoice and the instalment relate. The Purchaser shall pay each such instalment within 30 days of receipt and agreement of a valid invoice in respect of same.

## 7. PROVISION OF LABOUR

7.1 The Provider shall engage, employ and train experienced and qualified staff to carry out the Provider's duties and obligations under the Contract.

7.2 The Purchaser may require the Provider to produce such documentary or other evidence as may be required to establish management, academic and other staff employed by the Provider are qualified and fully competent to perform duties under the Contract.

## 8. TRANSFER OF UNDERTAKINGS

8.1 The Purchaser and the Provider agree:-

8.1.1 that the Undertaking is an undertaking, and their entering into the Contract gives rise to a relevant transfer of an undertaking, for the purposes of the Transfer of Undertakings (Protection of Employment) Regulations 1981; and

8.1.2 that such transfer has effect from the Services Commencement Date, or such earlier date as the Health Board and the Provider may agree in respect of any of the Health Board's Employees.

8.2 As soon as reasonably practicable after the Contract has been entered into, the Provider shall enter into negotiations with the Health Board in order to agree with the Health Board terms upon which any part of the Undertaking shall be transferred from the Health Board to the Provider. Without prejudice to the generality of the foregoing, the Provider shall enter into negotiations with the

Health Board in order to agree with the Health Board a finalised list of the names of the Health Board's Employees whose contracts of employment will be transferred to the Provider in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 1981 or any agreement between the Provider and the Health Board and the method, procedure and timetable according to which the transfer shall be implemented including (but not restricted to) the obligations which each party shall undertake and the date on which the transfer of any or all of the contracts of employment of the said employees will be effected.

8.3 In the event that, at any time after the Contract has been entered into, either the Provider or the Purchaser becomes aware that:-

8.3.1 any of the Health Board's Employees will be or has been transferred or redeployed by the Health Board so that he is no longer employed in the Undertaking; or

8.3.2 any of the Health Board's Employees will leave or has left the employment of the Health Board prior to the Services Commencement Date; or

8.3.3 for any reason whatsoever any of the Health Board's Employees will not transfer or has not transferred their contract of employment, or will not have or has not had their contract of employment transferred to the Provider in accordance with the Transfer of Undertakings (Protection of Employment) Regulations 1981 or any agreement between the Provider and the Health Board; or

8.3.4 that there is an agreement or determination that the said Regulations do not apply in respect of any or all of the Health Board's Employees,

then the Provider or the Purchaser, as the case may be, shall inform the other party of the occurrence or likely occurrence of such event. The Provider shall thereafter, within such reasonable period as the Purchaser may specify, provide full information to the Purchaser of the effect which the occurrence of the said event has or is likely to have on the cost incurred by the Provider in providing the Services or performing the Transition Period Requirements. If the Purchaser after considering such information and such other matters as may appear to the Purchaser to be relevant, is of the view that the occurrence of the said event has reduced or is likely to reduce the costs incurred by the Provider in providing the Service or performing the Transition Period Requirements, then the Purchaser may by notice in writing require the Provider to enter into negotiations within such period as may be specified by the Purchaser to agree a reduction in the sums payable to the Provider by the Purchaser in respect of the actual performance of the Services or the Transition Period Requirements in accordance with the provisions of the Contract.

8.4 If the Purchaser and the Provider agree on a reduction in the sums payable to the Provider by the Purchaser in respect of the actual performance of the Services or the Transition Period Requirements in accordance with Clause 8.3, then such agreement

shall be recorded in writing between the Purchaser and the Provider. Thereafter the sums specified in the Contract which are payable to the Provider by the Purchaser in respect of the actual performance of the Services or the Transition Period Requirements shall be treated as having been amended and modified to the extent specified in the written agreement between the Purchaser and the Provider.

8.5 In the event that the said negotiations have not been concluded and agreement between the Purchaser and Provider reached within 28 days of the expiry of the period referred to in said written notice given to the Provider by the Purchaser then the Purchaser may terminate the Contract with immediate effect by giving written notice of termination to the Provider.

8.6 At any time during the existence of the Contract, or after its expiry or termination, the Provider shall provide to the Purchaser in writing such information as the Purchaser may require relating to the employees employed by the Provider in the performance of the Services within such reasonable period as may be specified by the Purchaser, including (but not restricted to): the number of such employees, the post in which each such employee is employed, the salary or wages and other remuneration paid to each such employee by the Provider, the period of notice required to terminate the employment of each such employee, the whole terms and conditions of employment of each such employee, the whole terms and conditions of any occupational pension scheme of which any such employee is a member and the number of such employees who are members of such scheme.

8.7 The Purchaser may give the information provided to it by the Provider in accordance with Clause 8.6 to any firm, company, person or other legal entity invited or to be invited by the Purchaser to tender in respect of any contract for the provision of the Services, or any part thereof, for any period commencing after the expiry or earlier termination of the Contract.

8.8 The Provider irrevocably consents to the disclosure of the information provided by it in terms of Clause 8.6 by the Purchaser in accordance with the provisions of Clause 8.7, and irrevocably waives any right of confidentiality which it may have in respect of the said information and any other right which it may have in respect of the said information which would enable it to prevent the disclosure or publication of the said information by it or by the Purchaser in accordance with the provisions of Clauses 8.6 and 8.7. The Provider undertakes that the conditions of employment of the Provider's employees shall be such that the Provider shall be entitled to release to the Purchaser for the purposes of this Contract, information which would otherwise be confidential between the Provider and the Provider's employees.

8.9 The provisions of Clauses 8.6 - 8.8 shall apply during the existence of the Contract and after its expiry or termination.

**9. TERMINATION OF THE CONTRACT IN ADVANCE OF THE CONTRACT TERMINATION DATE**

9.1 Without prejudice to any other right or remedy which the Purchaser may have, the Purchaser may at any time, by notice in writing to the Provider, terminate the Contract with immediate effect in the event that:-

9.1.1 if the Provider is a College of Further Education, it is closed and its board of management wound up in accordance with the provisions of section 25 of the Further and Higher Education (Scotland) Act 1992;

9.1.2 if the Provider is a "designated institution", as that expression is defined in section 44(2) of the Further and Higher Education (Scotland) Act 1992, it is closed and its governing body wound up in accordance with the provisions of section 47 of the Further and Higher Education (Scotland) Act 1992;

9.1.3 the Provider is wound up, closed or dissolved, whether in accordance with a procedure specified in any statute, statutory instrument, rule, regulation, order or Royal Charter or otherwise, or any statute, statutory instrument, rule, regulation, order or Royal Charter in terms of which the Provider was established is revoked or amended with the effect that the Provider is closed, dissolved or wound up or the form, nature or the legal personality of the Provider is changed; or

9.1.4 an administrator, administrative receiver, manager or receiver is appointed to the Provider, or over all or any part of the property which may from time to time be comprised in the property and undertaking of it, or circumstances arise which would entitle a court to appoint such an administrator, administrative receiver, manager or receiver.

9.2 Notwithstanding any other provision of the Contract, and without prejudice to any other right or remedy which the Purchaser may have, the Purchaser may at any time by notice in writing terminate the Contract with immediate effect in the event that:-

9.2.1 the Provider has failed to comply with or discharge any material obligation incumbent upon it in terms of the Contract, or commits or permits (knowingly or otherwise) a material breach of any term of the Contract; and

9.2.2 the Provider shall have failed to comply with or discharge the said obligation or to remedy the said breach within such reasonable period as may be specified in a written notice to the Provider by the Purchaser, which written notice shall specify the obligation which the Provider has failed to comply with, or discharge and requiring compliance therewith, or the discharge of same, or the term of the Contract which has been breached and requiring the remedying of the said breach, as the case may be.

9.3 Nothing in Clauses 9.1 and 9.2 hereof shall affect or prejudice in any way any right to terminate the Contract which the Purchaser may have by virtue of statute, common law, or any other term of the Contract.

9.4 In the event that the Purchaser terminates the Contract in accordance with the foregoing Clauses 9.1 or 9.2, or any other term of the Contract, or exercises any right to terminate the Contract conferred by statute or common law, then, without prejudice to any other right or remedy which the Purchaser may have, the Purchaser may:-

9.4.1 retain any sums of whatsoever nature due to the Provider by the Purchaser (which sums are hereinafter referred to as "the Sums") whether in terms of the Contract or otherwise. When the amount of the costs, damage and loss incurred or suffered by the Purchaser as a result of such termination of the Contract have been calculated (which amount is hereinafter referred to as "the Amount") then:-

a. in the event that the Amount is less than the Sums, the Amount shall be deducted from the Sums, and the balance of the Sums paid over to the Provider by the Purchaser to the Provider; and

b. in the event that the Amount exceeds the Sums, the Purchaser may recover from the Provider the amount of such excess as a debt owed by the Provider to the Purchaser;

9.4.2 take possession of any materials, clothing, equipment, vehicles, accommodation or other goods loaned or hired to the Provider, or of which the Provider was given use for the purposes of providing the Services; and

9.4.3 exercise a lien over any materials, clothing, equipment, vehicles or other goods belonging to the Provider until such sums as are owed to the Purchaser by the Provider in terms of Clause 9.4.1 have been paid in full by the Provider to the Purchaser.

9.5 For the avoidance of doubt, it is hereby expressly declared that the amount of costs, damage and loss incurred or suffered by the Purchaser as a result of the termination of the Contract which may be recovered by the Purchaser from the Provider in accordance with the provisions of Clause 9.4 hereof shall include (but not be restricted to):-

9.5.1 any additional operational and administrative costs and expenses incurred by the Purchaser by virtue of such termination of the Contract;

9.5.2 the costs and expenses incurred by the Purchaser in providing, or procuring that another party provide, the Services on a temporary basis until the completion of the tendering process performed by or on behalf of the Purchaser to find a successor to the Provider; and



9.5.3 The Costs and expenses incurred by or on behalf of the Purchaser in performing the tendering process referred to in Clause 9.5.2 hereof.

## 10. CORRUPT GIFTS AND PAYMENTS OF COMMISSION AND COLLUSIVE TENDERING

10.1 The Provider shall not offer or give, or agree to give, to any employee or representative of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refraining from having done, any act in relation to the obtaining or execution or performance of the Contract or any other contract or agreement with the Purchaser or any other Government agency, department or body, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract any other such contract or agreement.

10.2 In the event of any breach of Clause 10.1 by the Provider or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Provider), or the commission of any offence by the Provider or by anyone acting on his behalf under the Prevention of Corruption Acts 1889 to 1916, in relation to this or any other contract or agreement with the Purchaser or any other Government agency, department or body, then, without prejudice to any other right or remedy which the Purchaser may have, the Purchaser may terminate the Contract forthwith by the giving of written notice to the Provider and recover from the Provider the amount or value of any such gift, consideration or commission.

10.3 In the event that, after the commencement or execution of the Contract, it is established to the reasonable satisfaction of the Purchaser that the Declaration that the Tender is a Bona Fide Competitive Tender submitted by the Provider along with its tender in respect of the provision of the Services is erroneous, false, misleading or untrue in any respect, or that any other communication, document or other information provided to the Purchaser by the Provider prior to the entering into of the Contract is erroneous, false, incomplete, misleading or untrue in any respect, the Purchaser may terminate the Contract forthwith and with immediate effect by giving written notice to the Provider.

10.4 In any dispute, difference or question arising in respect of:

10.4.1 the interpretation of this condition (except so far as the same may relate to the amount recoverable from the Provider in respect of any loss resulting from termination of the Contract); or

10.4.2 the right of the Purchaser to terminate the Contract; or

10.4.3 the amount or value of any such gift or consideration as is referred to in Clause 10.1,

the decision of the Purchaser shall be final and, notwithstanding the provisions of Clause 22, conclusive, and shall not be subject to challenge or review in any arbitration or court or other legal proceedings of whatsoever nature.

## 11. STATUTORY PROVISIONS, LICENCES ETC

11.1 The Provider shall, in performing the Services and the Transition Period Requirements and all other obligations incumbent upon him in terms of the Contract, comply in all respects with, and shall ensure and procure that the Provider's agents, employees, representatives and sub-contractors comply in all respects with, all relevant legislation (including statutory instruments, orders, rules and regulations) and all relevant bylaws, regulations, rules or orders made by an appropriate local or regulatory authority or body, including, but not restricted to the provisions of the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986, the Data Protection Act 1984, the Computer Misuse Act 1990, the Health and Safety at Work Act 1974 and the Nurses, Midwives and Health Visitors Act 1979.

11.2 The Provider shall implement and comply with, and shall ensure and procure that all of its agents, employees and representatives and all students enrolled in the Courses are fully acquainted with and implement and comply with, NHS Circulars GEN(1989)22 dated 24 July 1989 on protection of children and GEN(1992)20 dated 14 May 1992 on access for student nurses and midwives to practice placements, the letter from the Management Executive dated 18 August 1993 on protecting health care workers and patients from Hepatitis B, and the AIDS/HIV Guidance Booklet on the management of infected health care workers and students, published in March 1994.

11.3 The Provider shall obtain and comply in all respects with, and shall ensure and procure that the Provider's agents, employees, and representatives and the students enrolled in the Courses comply in all respects with, the terms of all consents, licences, and permissions from any appropriate local or regulatory authority (including, but not restricted to, any Government agency, branch or department) which are necessary for the provision of the Services and the Transition Period Requirements or the performance of any other obligation in terms of the Contract.

## 12. CONFIDENTIALITY

12.1 The Provider shall keep secret and confidential, and shall not at any time for any reason other than for the purposes of performing the Services and the Transition Period Requirements disclose or permit to be disclosed to any person, or otherwise make use of or permit to be made use of:-

12.1.1 any data, information or material of whatsoever nature which is given to the Provider, whether by the Purchaser, the Health Board or otherwise, to enable the Provider to discharge its duties in terms of the Contract or to perform the Services and the Transition Period Requirements or for any other purpose arising from or connected with the Contract in any way whatsoever; and

12.1.2 any data, information or material of whatsoever nature which is derived or generated from, or prepared using, the data, information or material referred to in Clause 12.1.1 (the data, information and material referred to in this Clause and in

the said Clause 12.1.1 or any part thereof being collectively hereinafter referred to as the "Information").

12.2 Without prejudice to the generality of the foregoing clauses 12.1, the Provider shall:-

12.2.1 keep the Information secure and safeguarded and in its possession at all times (except in so far as it is required to give or disclose the Information to the Purchaser or a Regulatory Body in the proper performance of the Services and the Transition Period Requirements); and

12.2.2 not exploit or manipulate the Information in any manner whatsoever for any purpose other than the proper performance of the Services and the Transition Period Requirements.

12.3 Notwithstanding the provisions of the foregoing Clause 12.1, the Provider may disclose and publish any part of the Information for reasons other than those specified in the aforementioned clause with the prior written consent of the Purchaser.

12.4 Forthwith upon the expiry or earlier termination of the Contract (howsoever arising), copies of all working papers and other materials and documents prepared by the Provider using the Information and all copies of the Information shall, at the Purchaser's discretion, be delivered by the Provider to the Purchaser or disposed of by the Provider in accordance with such instructions as the Purchaser may give in respect of same.

12.5 The Provider shall ensure and procure that all of his agents, employees, representatives and sub-contractors comply with the provisions of this Clause 12.

12.6 The provisions of this Clause 12 shall apply during the continuance of this Contract and after its expiry or earlier termination howsoever arising.

### 13. COURSE MATERIALS AND STUDENT RECORDS

13.1 The Provider shall, forthwith on receipt of a written request to provide same from the Purchaser, provide to the Purchaser free of charge a copy of:-

13.1.1 all data, information and materials of whatsoever nature and in whatsoever form and on whatever storage media prepared by it or on its behalf, or prepared by any of its agents, employees or representatives or sub-contractors, used by it or any of its agents, employees or representatives or sub-contractors in the performance of the Services or any other obligation incumbent upon it in terms of the Contract;

13.1.2 all documents and records of whatsoever nature and in whatsoever form and on whatsoever storage media relating to students enrolled in the Courses which are in its possession or the possession of any of its agents, employees or representatives or sub-contractors; and

13.1.3 such other data, information, materials, documents or records in whatsoever form and on whatsoever storage media as the Purchaser may by written notice require relating to the performance of the Services and the other obligations incumbent upon the Provider in terms of the Contract.

13.2 For the avoidance of doubt, it is hereby declared that the Purchaser may request copies of the data, information, materials, documents and records referred to in Clause 13.1 on more than one occasion.

13.3 The Provider irrevocably consents and agrees to the disclosure, publication and use of the data, information, materials, documents and records referred to in Clause 13.1 to or by or on behalf of the Purchaser, or any agent, contractor, employee or representative of the Purchaser at any time and from time to time, free of all charges and levies and for such purposes as the Purchaser may think fit, including, without prejudice to the foregoing generality, for any purpose connected with and to or by any person involved in continuing the provision of the Services after the expiry or termination of the Contract and to any use by any such person of the data, information, materials, documents and records.

13.4 The Provider warrants and undertakes to the Purchaser that it is and shall be the owner of all rights of ownership in such data, information, materials, documents and records as is referred to in Clause 13.1 and that no third party shall have any right (except in so far as such rights may be conferred by statute) which would enable it to prevent the Provider supplying the data, information, materials, documents and records to the Purchaser or their subsequent disclosure, publication or use by or on behalf of the Purchaser or any other party as aforesaid. The Provider shall not enter into any agreement or do any other thing, or permit or allow any agreement to be entered into or any other thing to be done, which would confer upon any third party any right of ownership in any such data, information, materials, documents and records or any other right which would enable that third party to prevent the Provider supplying such data, information, materials, documents and records to the Purchaser or their subsequent disclosure, publication or use by or on behalf of the Purchaser as aforesaid. In addition to the ownership of the data, information, materials, documents and records and the storage media on which they are kept, for the purposes of this clause, "any right of ownership" includes (but is not restricted to), the ownership of, or any other interest in, any copyright, patent or other intellectual property right in the data, information, materials, documents and records.

13.5 The provisions of this Clause 13 shall apply during the continuance of this Contract and after its expiry or earlier termination howsoever arising.

#### 14. TRANSFER OR ASSIGNATION

14.1 The Provider shall not assign, sub-contract, sub-let or transfer by any other means whatsoever the responsibility for or the obligation to perform any duty, function, liability, obligation or responsibility (or any part thereof) incumbent upon the Provider in

terms of the Contract without the prior written consent of the Purchaser.

14.2 No assignment, sub-contracting, sub-letting or other transfer of any duty, function, liability, obligation or responsibility (or any part thereof) incumbent upon the Provider in terms of the Contract to any third party by the Provider shall have the effect of relieving it of any such duty, function, liability, obligation or responsibility (or any part thereof) owed to the Purchaser in terms of the contract, notwithstanding that the Purchaser has consented to such assignment, sub-contracting, sub-letting or other transfer, and the Provider shall at all times be bound to fully implement the Contract jointly and severally with the person with whom it has entered into an assignment, sub-contract or other transfer as aforesaid.

14.3 The Provider shall provide the Purchaser with a copy of the documents formally recording any assignment, sub-contracting, sub-letting or other transfer of any duty, function, liability, obligation or responsibility (or any part thereof) incumbent upon the Provider in terms of the Contract if requested to do so in writing.

14.4 Where the Provider enters into any assignment, sub-contracting, sub-letting or other transfer of any duty, function, liability, obligation or responsibility (or any part thereof) incumbent upon the Contractor in terms of the Contract, it shall cause a term to be included in such assignment, sub-contract, sub-let or other transfer which requires payment to be made to the assignee, sub-contractor, sub-lessee or transferee by the Provider of any sums due by the Provider in terms of such assignment, sub-contract, sub-let or other transfer within a specified period not exceeding thirty days from receipt by the Provider of an invoice in respect thereof from the assignee, sub-contractor, sub-lessee or transferee.

## 15. INDUSTRIAL ACTION

15.1 In the event of any strike or other form of industrial action by the Provider's employees, or the employees of any of the Provider's agents, representatives or sub-contractors, which may affect the Provider's ability to provide the Services or the manner in which the Services are provided, the Provider shall take all steps necessary to fully and timeously implement all duties, functions, liabilities, obligations and responsibilities incumbent upon it in terms of the Contract. The Provider shall inform the Purchasing Officer immediately of impending or actual disputes which may affect the Provider's ability to provide the Services or the manner in which the Services are provided as soon as reasonably practicable.

15.2 If the standard of Services provided, or the manner in which the Services are provided, is affected by any industrial action or dispute of the kind referred to in Clause 15.1 or 15.2, then notwithstanding any other provision of the Contract (and without prejudice to the generality of the foregoing, notwithstanding the terms of Clauses 4 and 6) payment for the Services provided during the continuance of any such industrial action or industrial dispute shall be agreed between the Provider and the Purchaser provided always that:-

15.2.1 payment to the Provider by the Purchaser shall only be due in respect of Services actually provided during such industrial action or industrial dispute; and

15.2.2 in the event that the Provider and the Purchaser are unable to agree on the amount of payment to be made to the Provider by the Purchaser in respect of the performance of the Services during the continuance of such industrial action or dispute, such amount shall be determined by the Purchaser acting reasonably and having regard to all the circumstances which are known to him.

## 16. INDEMNITY AND INSURANCE

16.1 Notwithstanding any other term of the Contract, and without prejudice to any other right or remedy which the Purchaser may have, the Provider shall indemnify the Purchaser, against all actions, claims, demands, costs, expenses and losses incurred by or made against the Purchaser in respect of any loss or damage or personal injury (including disease, illness and death, whether death arises by virtue of disease, illness, injury or otherwise) which arises out of or in connection with, or is caused, whether directly or indirectly, by the negligence, breach or negligent performance or failure in performance of any obligation imposed by or any term of the Contract, breach of duty (whether statutory, contractual or otherwise) or other wrongful act or omission, in all cases of or by the Provider or any of the Provider's agents, employees or representatives or students enrolled in the Courses whomsoever.

16.2 The indemnity contained in Clause 16.1 shall not apply to the extent that the loss, damage or injury is caused by the negligent or wilful act or omission of the Purchaser, the Crown or any servant or agent of the Purchaser or the Crown.

16.3 The Provider shall have in force, and shall require any sub-Contractor to have in force:-

16.3.1 employer's liability insurance in accordance with any legal requirements for the time being in force, and

16.3.2 public liability insurance for such sum and range of cover as the Provider deems to be appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under these conditions in the sum of not less than £2,000,000 for any one incident and unlimited in total, unless otherwise agreed by the Purchaser in writing.

16.4 The policy or policies of insurance referred to in Clause 16.3 shall be exhibited to the Purchaser, together with satisfactory evidence of payment of premiums, forthwith upon receipt of a written request in respect of same from the Purchaser.

## 17. INDEPENDENT CONTRACTOR

The Provider shall at all times throughout the duration of the Contract be an independent contractor and nothing in the Contract shall be construed as creating at any time the relationship of employer and employee between the Purchaser and the Provider or any of the Provider's employees.

Neither the Provider nor any of his agents, employees or representatives shall at any time hold himself or themselves out to be the employee or employees of the Purchaser and neither the provider nor any of its employees shall be entitled to any of the benefits provided by the Purchaser to his staff.

#### 18. SEVERABILITY

In the event that any term, condition or provision contained herein shall be held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall, to that extent be omitted from this Contract without affecting the remaining conditions and the rest of the Contract shall stand.

#### 19. WAIVER

The failure of the Purchaser at any time to enforce any provision of the Contract shall in no way affect his right thereafter to require complete performance by the Provider, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any such provision, or be a waiver of the provision itself.

#### 20. CHANGE TO CONTRACT REQUIREMENTS

20.1 The Purchaser may order any variation of whatsoever nature to any part of the Services that for any reason shall in his opinion be desirable. Such variations may include (but shall not be restricted to) additions, omissions, alterations, substitutions and changes in quality, form, character, kind, timing, method or sequence.

20.2 Save as otherwise provided herein, no variation of any part of the Services as provided in Clause 20.1 hereof shall be valid unless given or confirmed in writing by the Purchaser to the Contract Manager. If for any reason the Purchaser shall find it necessary to make any such variation orally in the first instance the Provider shall comply with such oral variation which must be confirmed in writing by the Purchasing Officer within five working days of giving such oral variation by the Purchasing Officer, failing which the variation made orally shall cease to have effect on expiry of the said five working day period.

20.3 Where any such variation of the Services or an Order made in accordance with Clauses 20.1 and 20.2 may affect the cost to the Provider of providing the Services, the Provider will notify the Purchaser in writing of the financial effect and such notification shall be considered by the Purchaser who shall take all of the facts into account and may direct a variation to the sums to be paid to the Provider in accordance with the terms of the Contract if in his opinion such variation is appropriate and reasonable in the circumstances. Such variation to said sums shall not be made or withheld unreasonably, and in determining whether or not to direct such a variation, and the extent of such variation, the Purchasing Officer shall take into account any representations made by the Provider in respect of whether or not such a variation should be made. Notwithstanding the provisions of Clause 5, a variation to the sums to be paid to the Provider directed by the Purchasing Officer in accordance with the provisions of this clause shall be binding on the parties.

## 21. SERVICE OF NOTICES

Any document, instruction, notice, or other communications whatsoever required or permitted to be given or served in terms of the Contract may, without prejudice to any other method of giving or serving it, be given or served personally, or by leaving the same at or sending the same by first class recorded delivery post to, in the case of the Purchaser or the Purchasing Officer at St Andrew's House, Edinburgh EH1 3DG, or, in the case of the Provider, at or to its principal address or any address at which it provides the Services, or, in both cases, at or to such other address as shall have been last notified in writing to the other party for the purposes of this Clause. Any document, instruction, notice or other communication given or served by first class recorded delivery post in accordance with the provisions of this Clause shall be deemed to be given or served on the second business day after the letter containing the same was posted and to prove any document, instruction, notice or other communication was so given or served, it shall be necessary only to prove that the same was properly addressed and posted as aforesaid.

## 22. DISPUTES AND ARBITRATION

22.1 All disputes, difference or questions between the parties to the Contract with respect to any matter or thing arising out of or connected with the Contract, other than a matter or thing as to which the decision of the Purchaser is under the Contract to be final and conclusive shall be referred for decision to a single arbiter to be mutually agreed and chosen by the said parties for that purpose or, if the parties are unable to agree as to the appointment of an arbiter, chosen by the President of the Law Society of Scotland for the time being on the application of either party. It shall be a condition of the appointment of any arbiter in accordance with the conditions of this Clause that the said arbiter shall provide each party with a draft of his proposed decision in connection with the dispute, difference or question between the parties referred to him no less than 21 calendar days prior to the issue of his final decision. Without prejudice to any powers which he may have under statute or at common law, the arbiter shall have power:-

22.1.1 to order the performance of any works or Services and the implementation of any provision of the Contract; and

22.1.2 to award damages, and interest thereon, to or against any of the parties.

## 23. LAW AND JURISDICTION

23.1 The Contract shall be subject to and interpreted in accordance with the law of Scotland.

23.2 Notwithstanding the provisions of Clause 22 hereof, the Provider irrevocably submits to the jurisdiction of The Scottish Courts, insofar as not already subject thereto.



AMENDMENT SHEET NO 1

INVITATION TO TENDER FOR PRE-REGISTRATION NURSING AND  
MIDWIFERY EDUCATION

Document B - Tender Specification for Pre-Registration Nursing and  
Midwifery Education Services

At Annex B, please add the following to the list of "Trusts/DMUs for  
clinical placements" column for Contract Area C:-

"Royal Infirmary of Edinburgh NHS Trust".

Directorate of Nursing  
Management Executive  
NHS in Scotland  
6 February 1995



THE SCOTTISH OFFICE

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# **Nursing and Midwifery Education in Scotland**

Document B

Tender Specification for  
Pre-registration Nursing and  
Midwifery Education Services

Contract Area A

January 1995

**TENDER SPECIFICATION FOR PRE-REGISTRATION NURSING AND  
MIDWIFERY EDUCATION SERVICES**

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## 1. PROFESSIONAL REGULATION

1.1 The practice and education of nurses and midwives is governed by the Nurses, Midwives and Health Visitors Act 1979.

1.2 A Registered Nurse or Registered Midwife is a person whose name appears as a nurse or midwife on the Single Professional Register maintained by the UKCC having met the requirements of an approved course of education leading to a named professional qualification. Such a person must meet the requirements of the UKCC Codes, Rules and Regulations pertaining from time to time in relation to maintaining the right to practice, professional conduct and performance. The purpose of such regulation is the protection of the public for which the UKCC is accountable to Parliament.

1.3 The UKCC determines, by means of Rules, the conditions of persons being admitted to training, and the standard, kind and content of training to be undertaken with a view to registration. The NBS approves institutions to provide such courses.

1.4 Courses of preparation leading to registration with the UKCC must be approved by the NBS. Courses leading to parts 10, 12, 13, 14 or 15 must also be validated at least to the level of a Diploma of Higher Education by an appropriate award giving body.

1.5 The NBS Regulations and Guidelines (NBS 1991) advise on the professional aspects of course management, eligibility for entry to programmes of preparation and certification of eligibility for registration, in accordance with the requirements of the UKCC.

1.6 The UKCC Code of Professional Conduct 1993, Midwives Rules and Code of Practice and the UKCC's Student Guidelines may inform some decisions regarding performance and progression on these courses.

## 2. PROVISION OF COURSES

2.1 The Provider will provide:

2.1.1 Courses leading to the award of Diploma of Higher Education in Nursing or Midwifery, or its equivalent, leading to Registration with the UKCC as a nurse or a midwife for the number of places and for the parts of the Register detailed in Annex A to this document for the relevant Contract.

Such courses will:-

- a) be approved by the NBS and be in accordance with relevant United Kingdom and European Union legislation and the requirements of the UKCC.
- b) be validated by an appropriate award giving body and attract a minimum of 300 SCOTCATS points (ie 120 at level 1, 120 at level 2 and 60 at level 3).
- c) be of not more than 3 years full-time or the equivalent part-time duration.

- d) provide opportunities as approved by the NBS for shared learning with other disciplines, particularly those preparing to work in the care sector.
- e) provide opportunities as approved by the NBS for advanced entry including that based on previous professional qualifications (ie parts 1 to 10 and 12 to 15 of the UKCC Register) or non nurse/midwife graduate status.

2.1.2 Shortened courses leading to Registration on Parts 1, 3, 5 and 8 of the UKCC Register for nurses whose names appear on Parts 2, 4, 6 or 7 (enrolled) of the Register as detailed in Annex A to this document for the relevant Contract:

Such courses will:-

- a) be approved by the NBS in accordance with the UKCC rules;
- b) lead to registration on Part 1, 3, 5 or 8 of the Register of the UKCC.
- c) be validated and attract an academic credit rating of a minimum of 80 Level 2 SCOTCATS points, by an appropriate award giving body;

2.1.3 Courses for students currently enrolled in CNMs detailed in Annex A to this document for the relevant Contract.

2.1.4 A programme of preparation for mentors/preceptors/supervisors, planned in collaboration with health care providers to ensure sufficient trained staff support for students during the clinical component of the curriculum.

### 3. CURRICULUM DESIGN

3.1 Diploma of Higher Education Courses leading to registration with the UKCC as a first level nurse on Parts 12, 13, 14 or 15 are based on an 18 month generic programme followed by 18 months specific preparation leading to registration for practice in the care of the adult (Part 12), the care of people with a mental health problem (Part 13), the care of people with mental handicap (Part 14), or the care of the child (Part 15).

3.2 The pre-registration midwifery programme (Part 10) shall be of 3 years' duration.

3.3 As far as possible these courses should involve shared learning, team teaching and common assessment strategies.

3.4 The Provider will ensure that the curriculum is reviewed and developed on an ongoing basis and is in accordance with changes in health care, always subject to the approval of the NBS.

3.5 The Provider will use its best endeavours to ensure that membership of curriculum development groups relating to courses

specified in this document will include representation from the healthcare providers.

#### 4. PRACTICE PLACEMENTS

##### Access to Patients/Clients.

4.1 The Provider will comply with the conditions for access by student nurses and midwives to patients/clients as set out in The Scottish Office Circular GEN(1992)20.

4.2 The Provider will agree with NHS Trusts, Health Boards in respect of Directly Managed Units and other institutions offering practice experience, access for the practical component of the curriculum for students, in line with the guidance set out in GEN(1992)20.

4.3 The Provider will ensure that students, before they are given access to patients/clients, are fully aware of their responsibilities, rights and duties and that they agree to abide by the conditions required by the placement institutions' management.

4.4 The Provider must ensure that all staff with access to patients and student nurses and midwives are fully acquainted with, and implement, the recommendations of the Expert Advisory Group on AIDS. (AIDS/HIV-infected Health Care Workers Guidance on the management of Infected Care Workers DoH March 1994).

4.5 Student and teaching staff uniforms should be provided by the Provider as protective clothing for wear during practice placements. The Provider shall ensure that student and teaching staff uniforms are laundered in compliance with the infection control requirements of the providers of practice placements.

4.6 The Provider must ensure that all students and staff have appropriate identification acceptable to providers of health care.

4.7 The Provider shall ensure that the Provider's staff and students are appropriately indemnified during the practical component of the curriculum. NHS providers will normally accept vicarious liability for students gaining practice experience with them.

##### Provision of Practice Placements.

4.8 The Provider shall ensure through formal agreements with the appropriate NHS Trusts or Health Boards that:

- a) Opportunities are provided for supervised clinical practice within specified clinical environments (practice placements) as required by courses for the contract(s) specified in Annex A of this document.
- b) Such placements afford students, as a minimum, similar facilities and amenities as those afforded to employees at the location where practice placements are made.
- c) The Provider is given access to those areas providing practice placements while students are undergoing the practice

component of the curriculum to enable the Provider to monitor the placements, and teach the students.

- d) The Provider is given access to all areas providing clinical placements during the term of the contract to enable the Provider to evaluate alternative and/or additional locations for practice placements.
- e) The Provider's teaching staff have reasonable access to appropriate practice areas to ensure the maintenance and development of their own professional expertise.

4.9 The Provider will use practice placements required for the pre-registration nursing and midwifery curriculum within the NHS Trusts and Directly Managed Units (DMUs) specified in Annex B, subject to satisfactory approval by the NBS.

4.10 The Provider may also negotiate opportunities for practice placements with other agents within the geographical area of the Health Boards relevant to the Contracts (eg the independent sector, GPs, local authorities) provided:-

- a) that the placements negotiated are in accordance with the terms and conditions of this Contract, and that the Provider ascertains, where applicable, that no Registration Authority has refused approval or rejected an application from an agent for Registration to provide care, before such placements are negotiated;
- b) that the placements are negotiated in accordance with the NBS requirements.

4.11 The Purchaser may, if he deems it necessary, take appropriate steps to ensure that NHS providers of health care make appropriate arrangements to provide access for the students and Provider's staff to placement areas suitable for the practice component of the Courses specified in Annex A.

4.12 The Provider will be responsible for arranging placements for students in accordance with the requirements of the course and in consultation with service providers.

#### Allocation of Students to Practice Placements.

4.13 Requirements for practice placements necessitate a complex allocations system. Providers will be responsible for organising this to meet educational criteria in conjunction with health care providers.

4.14 Where clinical areas are used for educational purposes by other educational providers the allocation of all students to these areas must be co-ordinated by mutual negotiation of all interested parties.

#### Approval of Practice Placements.

4.15 Approval of practice placements and their ongoing monitoring is the responsibility of the Provider acting on behalf of the NBS to ensure that the standards and supervision of practice placements

meet the requirements of the NBS, and will be subject to quality control by the NBS. Nurses or midwives employed by the health care providers providing practice placements must take part in this process.

4.16 Students in practice placements must be supported by both the Provider's teaching staff and clinical staff. The latter must be prepared by the Provider for the role of mentor/preceptor/supervisor, which includes responsibility for the assessment of students in practice placements.

4.17 Where additional training of mentors/preceptors/supervisors is deemed necessary by the Provider, the Provider will carry out the training. No fee will be charged to the employer for the training of clinical staff as mentor/preceptors/supervisors.

## 5. **STUDENT RECRUITMENT, SELECTION AND SUPPORT**

### Recruitment

5.1 Minimum entry criteria for courses leading to Registration are laid down by the UKCC and include arrangements through Scottish Wider Access Programmes. The Provider may set entry requirements at or above the minimum UKCC requirements.

5.2 The Provider will use the NBS Central Applications for Nursing and Midwifery Training Clearing House (CATCH) system as the mechanism for handling initial applications for pre-registration nursing and midwifery courses.

### Selection

5.3 Selection processes are the responsibility of the Provider and locally determined, wherever possible with input from clinical practitioners, and/or future employers. As well as establishing academic ability, applicants must be interviewed to determine their suitability as potential professional practitioners. Occupational Health Screening including necessary immunisation is required. A Scottish Criminal Record Office (SCRO) check is required for students who will have access to children as part of their course.

### Welfare

5.4 The Provider will ensure the provision of (i) occupational health services for monitoring and counselling and (ii) personal tutor support.

5.5 Students will have full use of all facilities within the provider institution which are available to the student body as a whole eg student union and sports facilities.

### Student Financial Support

5.6 Students enrolled on pre-registration courses purchased through this Contract currently receive financial support in the form of a non-means tested bursary with means-tested dependants allowance under the Nursing and Midwifery Student Bursary Scheme funded by SOHHD and administered by the Student Awards Agency



for Scotland (SAAS). The Provider will be responsible for the administrative matters related to distribution of the bursary, advising the SAAS about changes in individual student's programmes which may affect bursary payments, and counter-signing travel and expenses claims for excess costs incurred during periods of practice placements.

5.7 Students following a shortened course under the NBS 1992 Regulations by virtue of a previous professional qualification may be seconded on salary by their employer. Where they are required to resign from employment, students are eligible for a bursary as in paragraph 5.6.

#### Index and Registration Fees

5.8 Students are required to be indexed with the NBS for which each student personally pays half the fee. The other half is payable by the educational institution. The total cost per student and regulations regarding additional payments are notified annually or as necessary by the NBS. (This arrangement is currently under review).

### **6. RECORDS**

6.1 The Provider must ensure that the style and quality and content of records maintained meet the criteria of the NBS and the Purchaser's quality assurance requirements.

6.2 Index forms, completion of training forms and other records supporting a successful student's application for registration as required by the UKCC and NBS must be signed by a senior nurse/midwife educator approved by the NBS and submitted to the NBS in accordance with a timetable set by the NBS.

### **7. HUMAN RESOURCES**

#### Structures

7.1 Staff engaged in providing the Courses specified in Annex A of this document will be fully integrated into the teaching, research, management and administrative systems of the Provider.

#### Teaching Staff

7.2 Teaching staff appointed by the Provider to teach nursing or midwifery which must form the major part of the total curriculum are required to be qualified in appropriate professional subject areas, and recorded as teachers with the UKCC, in order to support the development of the curricula both in nursing and midwifery subjects and the application of other subject areas to the professional core.

7.3 The achievement of practice-based professional outcomes demands that nurse/midwife teachers remain professionally competent and support students in practice areas to facilitate the integration of the theoretical and practical components of the programmes.

7.4 To meet UKCC requirements, future teachers of nursing and midwifery must be graduates as well as having appropriate professional qualifications, experience, and training as a teacher.

7.5 Subject specialists who are not nurse/midwife teachers may be employed to meet specific curriculum needs.

#### Library Staff

7.6 Qualified librarian support offering a specialist service for professional education must be available.

#### Support Staff

7.7 Staff with knowledge of the specific demands of the professional programmes and the systems developed to meet statutory requirements should be employed to support the registry, information technology, allocation of practice placements, personnel, finance and marketing support functions of the Services.

#### Staff Development

7.8 Staff development should be linked to staff review and appraisal systems which actively encourage all staff to identify training needs and other activities to meet personal, professional and organisational goals.

7.9 The staff development programmes based on individual performance appraisal should encourage academic and professional developments to support current curricula needs and proposals, and the requirements of the NBS.

7.10 All staff should be involved in scholarship, as well as attending relevant courses and conferences. Staff should be encouraged to act as external examiners, carry out research, write for publication, and contribute to national activities as members of statutory and professional organisations and other similar activities.

### **8. QUALITY ASSURANCE**

8.1 The Provider shall introduce and use a Quality Assurance Scheme to ensure that the quality of the Courses specified in Annex A of this document is maintained in accordance with provisions of this Contract.

8.2 The Quality Assurance Scheme shall be acceptable to the Purchaser and shall be so as to enable measurement (inter alia) to be made of the measures set out in paragraph 9 of this document. The quality assurance mechanisms required by the NBS, The Higher Education Quality Council (HEQC) and/or SHEFC will normally suffice.

8.3 The Provider shall allow the Purchaser access to the Provider's Quality Assurance Scheme records and to any information derived from them and shall allow the Purchaser to make copies of such records or information, except where infringements of the Data Protection Act 1984 might ensue.

## 9. CONTRACT MONITORING AND ANNUAL REVIEW MEETING

### General

9.1 The Annual Review Meeting between the Purchaser and Provider shall be held in January for the purposes set out in paragraphs 9.2-9.7.

### Review of Delivery of Services

9.2 The review of the delivery of services shall be based on a Report on the previous Contract Year which will be delivered by the Provider to the Purchaser at least six weeks before the Annual Review Meeting.

9.3 The Report shall include the following information (where this information has been provided to another body, a copy of that report may be acceptable to the Purchaser).

### Quantitative Data

9.3.1 Number of applicants for the places for the Courses specified in Annex A.

9.3.2 Aggregated data on each student intake (sex, age, ethnic origin, entry qualifications, home town/locality prior to joining the course).

9.3.3 The number of students in each cohort of each course in the year.

9.3.4 Numbers of students for whom additional time has been agreed in order to meet the requirements of the course. This should include information regarding additional time to meet special needs and extensions to the course, whether or not involving additional student financial support.

9.3.5 Availability of placements. An up-date of all new approvals during the year under review should be included.

9.3.6 Starter:completion ratio by original cohort.

9.3.7 Final year results including merits, passes, and failures as appropriate.

9.3.8 Evidence of endeavours to achieve equality of opportunity throughout the course including the selection procedure.

### Qualitative Data

9.3.9 Students' evaluation of the course and changes made reflecting this.

9.3.10 Student research/enquiry component of the course.

9.3.11 Evidence of endeavours to achieve equality of opportunity throughout the course including the selection procedure.

9.3.12 Changes in the methods of delivery of the Course and rationale.

9.3.13 Evidence from the involvement of practice placement providers on the assessment of the development of clinical competence by students, their contribution to course evaluation and changes made reflecting this.

9.3.14 Mechanisms for assessing changing employer needs (eg professional representation on Course committees, supervisors forum etc).

9.3.15 Changes in the content of the Course to reflect changing employer needs.

9.3.16 Professional development achievements and other activities of the Course staff.

9.3.17 Methods used to develop students' abilities within the context of personal and professional development.

#### Reports from External Bodies

9.3.18 Reports which are relevant to the Courses specified in Annex A from the NBS, SHEFC, SOED, HEQC, external examiners or any other body which are relevant to the courses funded by the Purchaser, and the Provider's response(s) to these reports.

#### Policy Changes

9.3.19 Institutional policy changes and their rationale which affect the environment, the students, course staff or delivery of the courses under this Contract.

#### Confirmation of New Intake Numbers

9.4 The Purchaser shall confirm the intake number to be recruited for the next Contract Year.

#### Review of Projected Student Numbers

9.5 The Purchaser shall advise the Provider of any changes in the projected student numbers for the remaining years of the Contract. The Provider shall give the Purchaser an indication of any significant financial consequences likely to arise from any change in student numbers.

#### Review of Student Unit Price

9.6 The Purchaser and The Provider shall discuss the basis of any changes to the Student Unit Price for the next Contract Year and determine the figure to be used in deriving the Contract Price for that year.

Review of Period of Contract

9.7 The Purchaser and The Provider will discuss the basis of any change to the period of the Contract.

**CONTRACT AREA - WEST OF SCOTLAND****CONTRACT IDENTIFICATION REFERENCE - A1****PROVISION OF COURSES**

1. The Provider will recruit students to courses leading to a Diploma of Higher Education in Nursing or Midwifery and to Registration as a nurse or midwife on Parts 10, 12, 13, 14 or 15 on the Single Professional Register maintained by the UKCC in the total numbers set out in Table 1, subject to the conditions in paragraphs 2 to 5.

Course Intake NumbersTable 1

Academic Year	Part 10 (Midwifery)	Part 12 (Adult)	Part 13 (Mental Health)	Part 14 (Mental Handicap)	Part 15 (Child Health)
1996-97	40	175	25	20	70
1997-98	40	175	25	20	70
1998-99	40	175	25	20	70
1999-2000	40	175	25	20	70
2000-2001	40	175	25	20	70

Students eligible for advanced standing - including second level (enrolled) nurses - should be given the maximum possible credit for prior learning.

2. Of the numbers shown in Table 1, a minimum number as set out in Table 2 must be recruited for each year of the Contract to shortened courses by virtue of a previous first level registration.

Shortened Course NumbersTable 2

Part 10	Part 12	Part 13	Part 14	Part 15
10	-	-	-	25

3. The total student numbers may be recruited in no more than 2 cohorts per academic year.

4. These projected figures will be confirmed by the Purchaser at the Annual Review Meeting prior to the commencement of the following Contract Year. Any variation of more than  $\pm 10\%$  of the previously agreed projected intake numbers shall be treated as a change of Contract requirement and handled in accordance with Clause 20 of Document A.

**ENROLLED NURSE CONVERSION**

5. In addition to the figures in Table 1, the Provider will also provide up to 25 places on courses leading to Registration on Parts 1, 3, 5, and 8 of the Register for nurses whose names appear on Parts 2, 4, 6, or 7 (Enrolled) of the Register for each year of the Contract.

**CURRENT STUDENTS**

6. The Provider will make appropriate arrangements to enable the pre-registration students currently enrolled in Glasgow College of Nursing and Midwifery to complete their studies. Information on such student numbers is contained in the College Information Package (see covering letter).

**CONTRACT AREA - WEST OF SCOTLAND****CONTRACT IDENTIFICATION REFERENCE - A2****PROVISION OF COURSES**

1. The Provider will recruit students to courses leading to a Diploma of Higher Education in Nursing or Midwifery and to Registration as a nurse or midwife on Parts 10, 12, 13, 14 or 15 on the Single Professional Register maintained by the UKCC in the total numbers set out in Table 1, subject to the conditions in paragraphs 2 to 5.

Course Intake NumbersTable 1

Academic Year	Part 10 (Midwifery)	Part 12 (Adult)	Part 13 (Mental Health)	Part 14 (Mental Handicap)	Part 15 (Child Health)
1996-97	55	220	60	-	-
1997-98	55	220	60	-	-
1998-99	55	220	60	-	-
1999-2000	55	220	60	-	-
2000-2001	55	220	60	-	-

Students eligible for advanced standing - including second level (enrolled) nurses - should be given the maximum possible credit for prior learning.

2. Of the numbers shown in Table 1, a minimum number as set out in Table 2 must be recruited for each year of the Contract to shortened courses by virtue of a previous first level registration.

Shortened Course NumbersTable 2

Part 10	Part 12	Part 13	Part 14	Part 15
15	-	-	-	-

3. The total student numbers may be recruited in no more than 2 cohorts per academic year.

4. These projected figures will be confirmed by the Purchaser at the Annual Review Meeting prior to the commencement of the following Contract Year. Any variation of more than  $\pm 10\%$  of the previously agreed projected intake numbers shall be treated as a change of Contract requirement and handled in accordance with Clause 20 of Document A.

**ENROLLED NURSE CONVERSION**

5. In addition to the figures in Table 1, the Provider will also provide up to 50 places on courses leading to Registration on Parts 1, 3, 5, and 8 of the Register for nurses whose names appear on Parts 2, 4, 6, or 7 (Enrolled) of the Register for each year of the Contract.



**CURRENT STUDENTS**

6. The Provider will make appropriate arrangements to enable the pre-registration students currently enrolled in Argyll & Clyde College of Nursing & Midwifery and Ayrshire & Arran College of Nursing & Midwifery to complete their studies. Information on such student numbers is contained in the College Information Packages (see covering letter).

**CONTRACT AREA - WEST OF SCOTLAND****CONTRACT IDENTIFICATION REFERENCE - A3****PROVISION OF COURSES**

1. The Provider will recruit students to courses leading to a Diploma of Higher Education in Nursing or Midwifery and to Registration as a nurse or midwife on Parts 10, 12, 13, 14 or 15 on the Single Professional Register maintained by the UKCC in the total numbers set out in Table 1, subject to the conditions in paragraphs 2 to 5.

Course Intake NumbersTable 1

Academic Year	Part 10 (Midwifery)	Part 12 (Adult)	Part 13 (Mental Health)	Part 14 (Mental Handicap)	Part 15 (Child Health)
1996-97	20	175	55	-	-
1997-98	20	175	55	-	-
1998-99	20	175	55	-	-
1999-2000	20	175	55	-	-
2000-2001	20	175	55	-	-

Students eligible for advanced standing - including second level (enrolled) nurses - should be given the maximum possible credit for prior learning.

2. Of the numbers shown in Table 1, a minimum number as set out in Table 2 must be recruited for each year of the Contract to shortened courses by virtue of a previous first level registration.

Shortened Course NumbersTable 2

Part 10	Part 12	Part 13	Part 14	Part 15
-	-	-	-	-

3. The total student numbers may be recruited in no more than 2 cohorts per academic year.

4. These projected figures will be confirmed by the Purchaser at the Annual Review Meeting prior to the commencement of the following Contract Year. Any variation of more than  $\pm 10\%$  of the previously agreed projected intake numbers shall be treated as a change of Contract requirement and handled in accordance with Clause 20 of Document A.

**ENROLLED NURSE CONVERSION**

5. In addition to the figures in Table 1, the Provider will also provide up to 18 places on courses leading to Registration on Parts 1, 3, 5, and 8 of the Register for nurses whose names appear on Parts 2, 4, 6, or 7 (Enrolled) of the Register for each year of the Contract.

**CURRENT STUDENTS**

6. The Provider will make appropriate arrangements to enable the pre-registration students currently enrolled in Lanarkshire College of Nursing & Midwifery and Dumfries & Galloway College of Nursing & Midwifery to complete their studies. Information on such student numbers is contained in the College Information Packages (see covering letter).

## CONTRACT AREA A

CNM	Health Board	Trusts/DMUs for clinical placements
<u>Contract A1</u>		
Glasgow	Greater Glasgow	Care for the Elderly Unit Glasgow Royal Infirmary University NHS Trust Greater Glasgow Community & Mental Health Services NHS Trust Southern General Hospital NHS Trust Stobhill NHS Trust The Victoria Infirmary NHS Trust West Glasgow Hospitals University NHS Trust The Yorkhill NHS Trust
<u>Contract A2</u>		
Argyll & Clyde	Argyll & Clyde	Inverclyde Royal NHS Trust Lomond Healthcare Argyll & Bute Unit Royal Alexandra Hospital NHS Trust Renfrewshire Healthcare NHS Trust
Ayrshire & Arran	Ayrshire & Arran	Ayrshire & Arran Community Healthcare NHS Trust North Ayrshire & Arran NHS Trust South Ayrshire Hospitals NHS Trust
<u>Contract A3</u>		
Dumfries & Galloway	Dumfries & Galloway	Dumfries & Galloway Acute and Maternity Services NHS Trust Dumfries & Galloway Community Services Unit
Lanarkshire	Lanarkshire	Lanarkshire Healthcare Hairmyres & Stonehouse Hospitals NHS Trust Law Hospital NHS Trust Monklands & Bellshill Hospitals NHS Trust

## CONTRACT AREA B

CNM	Health Board	Trusts/DMUs for clinical placements
<u>Contract B1</u>		
Forth Valley	Forth Valley	Falkirk & District Royal Infirmary NHS Trust Central Scotland Healthcare NHS Trust Stirling Royal Infirmary NHS Trust
Highland & Western Isles	Highland	Caithness & Sutherland NHS Trust Highland Communities NHS Trust Raigmore Hospitals NHS Trust
	Western Isles	Western Isles Hospital Unit
<u>Contract B2</u>		
Foresterhill	Grampian	Aberdeen Royal Hospitals NHS Trust Grampian Healthcare NHS Trust Moray Health Services NHS Trust
	Orkney	Orkney Health Unit
	Shetland	Shetland Hospitals & Community Services Unit
<u>Contract B3</u>		
Fife	Fife	Fife Healthcare NHS Trust Kirkcaldy Acute Hospitals NHS Trust Queen Margaret Hospital NHS Trust
Tayside	Tayside	Angus NHS Trust Dundee Healthcare NHS Trust Dundee Teaching Hospitals NHS Trust Perth & Kinross Healthcare NHS Trust

## CONTRACT AREA C

CNM	Health Board	Trusts/DMUs for clinical placements
Scottish Borders	Borders	Borders Community Health Services Borders General Hospital Unit
Lothian	Lothian	East & Midlothian NHS Trust Edinburgh Healthcare NHS Trust Edinburgh Sick Children's NHS Trust West Lothian NHS Trust Western General Hospital NHS Trust



THE SCOTTISH OFFICE

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# **Nursing and Midwifery Education in Scotland**

Document C

Schedule to Tender

**January 1995**

**SCHEDULE TO TENDER FOR THE PROVISION OF PRE-REGISTRATION  
NURSING AND MIDWIFERY EDUCATION**

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## **INSTRUCTIONS TO SCHEDULE TO TENDER**

1. It is the responsibility of prospective tenderers to obtain for themselves at their own expense any additional information necessary for the preparation of their tenders.
2. All information supplied by The Scottish Office Home and Health Department National Health Service in Scotland Management Executive (SOHHD NHS ME) in connection with this Invitation to Tender shall be treated as confidential by prospective tenderers except that such information may be disclosed for the purpose of obtaining sureties and quotations necessary for the preparation and submission of the tender.
3. The tender shall be submitted on the Form of Tender enclosed as Schedule 1. The Form shall be signed by the tenderer and shall be submitted in the manner and by the date and time shown.
4. The Tender Schedules enclosed shall be completed fully. Tenderers shall note that the output-based approach adopted places an onus on the tenderer to demonstrate a commitment to quality and to state clearly the ways in which the Services will be performed.
5. The SOHHD NHS ME is not bound to accept the lowest or any tender. The tender evaluation criteria include a significant emphasis on quality as well as cost. Each tender will be subject to a Technical, Commercial and Financial Analysis. The aim of the evaluation is to select the tender which represents the best long-term value for money. The Technical Analysis will ensure that the tenderer has met the minimum criteria set down in the specification and tender schedules. To achieve this a tender rating system will be used and this will cover the following aspects:-
  - A. General understanding of the specification and critical Purchaser side policies.
  - B. Status of the Tenderer including analysis of financial viability and technical ability.
  - C. Transitional arrangements covering issues prior to contract commencement and appropriate hand-over procedures; including staffing and personnel issues and matters relating to existing students.
  - D. Work plans and operational proposals with particular emphasis on quality.
  - E. Tenderer's staffing or other resource proposals including managerial, teaching, including teaching in the practice areas, other professional, secretarial, clerical and technical staff and the allocation of duties.
6. The Commercial and Financial Analyses will establish the full costs of tenders, ie ensure that all relevant costs are included. The comparison of the tenders will take account of other costs and savings which will accrue to the SOHHD NHS ME as a result of accepting (or not) a particular tender.

7. The SOHHD NHS ME does not undertake to consider any tender that does not accord with all the requirements herein and in the covering letter.

8. The tender and all requisite accompanying documents must be delivered sealed in an envelope with no external marks to distinguish its origin, using the tender return label supplied with this Invitation to Tender, by not later than 12 noon on 2 May 1995. The envelope bearing the label will not be opened until the date and time printed on it.

9. Correspondence connected with the tender which requires attention before the due date or communications stating that no tender will be submitted should be sent in a separate envelope bearing no external reference to the tender number or return date, addressed to Miss M Marshall, Directorate of Nursing, SOHHD ME, Room 74, St Andrew's House, Edinburgh EH1 3DG.

**SCHEDULE 1: FORM OF TENDER**

**PRE-REGISTRATION NURSING AND MIDWIFERY EDUCATION**

I/We the undersigned DO HEREBY contract and agree on the acceptance of this Tender by the Purchaser, to perform the detailed Services for Contract [ \* ] in Document B, and at the prices entered in Schedule 3 and in accordance with the Terms and Conditions set out in Document A.

I/We further undertake not to disclose the amount of my/our Tender to any person or body before the date and time for opening tenders hereinafter mentioned.

I/We understand that the lowest tender will not necessarily be accepted.

Signed: \_\_\_\_\_

Designation: \_\_\_\_\_

Name of Tenderer: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date: \_\_\_\_\_

Your Tender must be wrapped or sealed in plain packaging with no external marks to distinguish its origin. Tenders must be received not later than 12 noon on 2 May 1995.

The SOHHD NHS ME does not undertake to consider any tender received after the above time and date.

\* Please insert appropriate contract identification reference.

**SCHEDULE 2: DECLARATION THAT TENDER IS A BONA FIDE COMPETITIVE TENDER**

**Tender for Pre-registration Nursing and Midwifery Education Contract [ \* ]**

**Returnable by 12 Noon on 2 May 1995**

The essence of selective tendering is that the Purchaser shall receive bona fide competitive tenders from all those tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

- (a) communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
- (b) enter into any agreement with any other person whereby he will refrain from tendering or as to the amount of any tender to be submitted;
- (c) offer or pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate, the word 'person' includes any individual, partnership, association, or body either corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Date: .....

Signed for and on behalf of:

.....

.....

by: ..... Name (Block Capitals) .....

Official Title: .....

\* Please insert appropriate contract identification reference

**SCHEDULE 3: STUDENT UNIT PRICE (SUP) (Price per Student per Year)**

	Year 1 1996-97	Year 2 1997-98	Year 3 1998-99	Year 4 1999-2000	Year 5 2000-01
Direct Costs					
Property Costs					
<b>TOTAL</b>					

**NOTES:**

1. A single unit price shall be applicable for each year of the Contract.
2. This unit price should be determined from the total student numbers (FTE) set out in Annex A of Document B for the relevant Contract, and should be consistent with the Annual Financial Budgets set out in Schedules 4 and 5.
3. Tenderers should enter prices for each year at year 1 rates, ie ignoring subsequent inflation but taking into account efficiency measures to be implemented during the contract period as detailed in Schedule 12.

**SCHEDULE 4: ANNUAL FINANCIAL BUDGET - DIRECT COSTS  
(EXCLUDING PROPERTY COSTS)**

Cost Per Annum	Year 1 1996-97	Year 2 1997-98	Year 3 1998-99	Year 4 1999-2000	Year 5 2000-01
<b>1. STAFFING</b>					
(a) Management Costs					
(b) Teaching Staff					
(i) Salaries					
(ii) Allowances etc					
(iii) Employer's NI					
(iv) Employer occupational pension scheme contributions					
(c) Other Professional Staff					
(i) Salaries					
(ii) Allowances etc					
(iii) Employer's NI					
(iv) Employer occupational pension scheme contributions					
(d) Secretarial, Technical & Other Support Staff					
(i) Salaries					
(ii) Allowances etc					
(iii) Employer's NI					
(iv) Employer occupational pension scheme contributions					
<b>SUB-TOTAL OF 1</b>					
<b>2. SUPPLIES &amp; SERVICES</b>					
(a) Training Costs					
(b) Staff Development including Research Training					
(c) Staff Travel					
(d) Library					
(e) Curriculum & Resources Development					
(f) New Equipment					
(g) Consumables					
(h) Communications					
(i) Welfare					
(j) Consultancies					
(k) Insurance					
(l) Miscellaneous					
<b>SUB-TOTAL OF 2</b>					
<b>TOTAL OF 1 &amp; 2</b>					

## NOTES:

### 1. GENERAL

Tenderers should enter prices for each year at year 1 rates, ie ignoring subsequent inflation but taking into account efficiency measures to be implemented during the contract period as detailed in the tender.

### 2. STAFFING

This section relates to personnel whose costs will be met by the Provider in order to deliver the Services specified.

(a) **Management Costs.** This cost should reflect the WTE senior management time committed to the delivery of the services.

(b) **Teaching Staff.** This cost should include, as well as all teaching, research and scholarly activity, a calculation for the time involved in approval and monitoring of practice placements, support of students during practice placements and the maintenance of practical expertise.

(c) **Other Professional Staff.** This cost should include qualified librarians, personnel, finance and other senior administrative staff.

(d) **Secretarial and Technical and Other Support Staff.** This section should cover all other staff including those involved in the organisation of clinical placements and the processing of the Nursing and Midwifery Student Bursary Scheme procedures.

### 3. SUPPLIES AND SERVICES

(a) **Training Costs.** This section includes costs for external (visiting) lecturers or units/modules taught by another agency, external examiners, fees to regulatory bodies not payable by the students, travel costs for students incurred as part of the theoretical aspect of the programmes; costs of mentorship/preceptorship training.

(b) **Staff Development.** This cost should exclude the costs for nurse and midwife teacher training programmes (currently funded separately via NBS), but should include all other staff development activity including training for research for all staff engaged in the delivery of the services.

(c) **Staff Travel.** Staff travel should be subdivided into routine business travel, and costs incurred as part of staff development activity.

(d) **Library.** Library costs include journals/newspapers, books, and audio visual materials for teaching purposes and student use. An allowance should be added for provision of a full library service to clinical staff (not otherwise entitled by virtue of also being students of the Institution) who support students in practice placements.

(e) **Curriculum and Resource Development.** An explanatory note outlining proposals should support these costings.

(f) **New Equipment.** All new and replacement equipment should be included. Student and staff uniforms should be included. The costs for the supply and repair/labelling/measuring of uniforms (for which a sub

contract with a local Trust or Health Board DMU may be let) should be included under (g) below (see Schedule 11).

(g) **Consumables.** Stationery, printing, stock items, lease and maintenance of equipment.

(h) **Communications.** Telephone, post and fax charges; IT network; recruitment and advertising activities; marketing activities; public relations including Awards ceremonies, annual reports, hospitality.

(i) **Welfare.** Occupational health, counselling and support services, health and safety activities.

(j) **Consultancies.** Purchase of some services from external suppliers may be appropriate if not available in the Provider's Institution (eg payroll, computer programming, external audit).

(k) **Insurance.** This should take account of implications of practice placements.

(l) **Miscellaneous.** Here an explanatory note should identify the range of items included under this head.



## **SCHEDULE 5: ANNUAL FINANCIAL BUDGET - PROPERTY COSTS**

Tenderers should note that they are likely to be given the opportunity to purchase or to lease property currently used by CNMs. Such property will include that used for administration and teaching purposes, and also residential accommodation required by students. Information will be issued to tenderers in March which will include a Schedule of Accommodation together with indicative costs. At that stage arrangements will be made for potential tenderers to inspect property of interest so that they can take independent professional advice if they so wish.

It will be open to tenderers to prepare a bid based on use of their own property rather than taking over CNM accommodation, although the presumption is that the bulk of CNM accommodation will continue to be used for education purposes, particularly in circumstances where there has been significant capital expenditure on the property.

## **SCHEDULE 6: ORGANISATIONAL INFORMATION**

Tenderers should provide the following information:

1. Provider Institution's Vision, Mission and Organisational Aims, or equivalent.
2. A copy of the Institution's most recent Annual Report and audited Accounts.
3. Current activities undertaken, range of courses, total student numbers.
4. Current Institutional structure.
5. Proposed arrangements for incorporation of the Services specified in the Contract.
6. Proposed staffing structure to show how each grouping identified in Schedule 9 will be incorporated to meet the needs of the additional Services to be provided utilising appropriate staff currently employed by Health Boards in the provision of these services.
7. Plans for the management of the academic and professional review and validation of programmes subject to this contract over the first 4 years.
8. Overall, this Schedule should demonstrate how the inclusion of nursing and midwifery education within the Provider's Institution will create mutual benefits in terms of balance, quality and efficiency of provision to the organisation as a whole. Please state the percentage of the total institutional income the Contract value would amount to, based on the Year 1 figure in Schedule 4.

## **SCHEDULE 7: MANAGEMENT AND OPERATIONAL DETAILS**

Tenderers should provide details covering the following areas:

1. Name of the Contract Manager and his specific responsibilities within the organisation for the delivery of the Services specified in the Contract.
2. The identification of other individuals within the organisation, including new staff employed to deliver the Services, who will have specific responsibilities for demonstrating that the Contract specification is being delivered. Explain how the various individuals link with the Contract Manager and the organisational systems.
3. The timescale and developmental strategy proposed to achieve integration of the Services into the organisation (include students; staff; curriculum development issues; resources; management, administrative and communication systems; estate; quality assurance systems). It is not assumed that the Provider will implement major curriculum changes in Year 1 but plans for the development of new curricula should be described.
4. Arrangements to obtain NBS approval for the Provider Institution and the programmes to be run under the Contract.
5. Organisation of all matters related to practice placements, including proposals for (1) auditing practice placements to ensure that the NBS devolved responsibilities are met, (2) clinical liaison, and clinical practice support of students, (3) allocation of students using the current spread of practice placements, and (4) mentorship/preceptor/supervisor training including practice placements assessment.
6. Organisation of processing of the Nursing and Midwifery Student Bursary Scheme procedures.
7. Record keeping and archive maintenance to meet Regulatory Body and other legal requirements.
8. Financial monitoring systems in relation to the costs of delivering the Services specified in the Contract.
9. Student recruitment policy, with specific reference to any implications that may exist for the provision of the services specified (Occupational Health Screening, Immunisation and Scottish Criminal Record Office check, specialist careers advice, advanced standing). Providers will be expected to use the NBS Centralised Applications to Nurse Training Clearing House (CATCH) for student applications.
10. Policies for student support and counselling, social welfare and residential provision, including monitoring of sickness and absenteeism, appeals procedures.
11. Health and Safety statements, procedures and monitoring mechanisms, including occupational health policy.

## **SCHEDULE 8: QUALITY ASSURANCE**

Tenderers should describe in detail their Quality Assurance mechanisms, including:

1. The way(s) in which staff and students contribute to organisational and programme developments, standards, criteria and monitoring activities, formal structures and lines of accountability for quality assurance and, in the event of a bid involving sub-contracting elements, the arrangements for quality assurance of the sub-contracted work.
2. How programme developments, including teaching quality and assessment strategies, are encouraged and monitored.
3. The policies, standards and monitoring systems which form the criteria for developing and maintaining the educational environment for both the theoretical and practice components of the curriculum.
4. Mechanisms for monitoring compliance with the specification in relation to: student recruitment; programme delivery; competency/fitness for practice and academic quality.
5. The evaluation of the effectiveness of the integration of the Services into the organisation.

## SCHEDULE 9: HUMAN RESOURCE MANAGEMENT

Tenderers are asked to provide details of:

1. Specific staffing needs to meet the specification in the following Table.

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Grade (Note 1)	WTE (Note 2)	Annual Gross Pay (Note 3)	Description of Duties (Note 4)	Indicate Sources of Recruitment (Note 5)

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### NOTES

Note 1 Staff categories as used in Schedule 4 with appropriate sub-categories should be used.

Note 2 Please indicate the hours per week of 1.0 WTE where relevant.

Note 3 Figures should include allowances etc, employer's occupational pension scheme contributions and employer's NI.

Note 4 Codes to be used:      MAN = Senior Management duties;  
                                 TEA = 50% or more of time on teaching  
   duties;  
                                 PAD = Other Professional or senior  
   Administration duties including  
   librarians;  
                                 SC = Secretarial/Clerical;  
                                 TEC = Technicians.

Any other duties should be explained in a supplementary note.

Note 5: Codes:            INT: Internally available in Provider's Institution;  
                                 CNM: On the staff of a CNM;  
                                 AD: Will need to advertise.

2. Proposals for the retention of staff with particular emphasis on proposals to manage the turnover of key staff.

3. The staff development strategy including the ways in which individual needs are integrated with institutional goals. If this is related to any formal performance appraisal, please supply protocol.

4. Proposals for the implementation of Equal Opportunities legislation and employment of disabled people.
5. Proposals for how changes to terms and conditions of employment are negotiated with employees.
6. Staff recruitment policies and disciplinary procedures.

## **SCHEDULE 10: PENSION ARRANGEMENTS FOR TRANSFERRING STAFF**

Tenderers are to provide the following details:

1. As TUPE is deemed to apply to the tender the Secretary of State for Scotland will need to be satisfied that the tenderer is proposing to offer pension arrangements to NHS staff which are broadly comparably to those available to the NHS staff involved under the NHS Superannuation Scheme.

2. The Secretary of State for Scotland will be making an assessment of the pension terms on offer. In order to make his assessment the following information must be provided:

2.1 A detailed description of the pension benefits which are to be offered to transferring NHS staff.

2.2 Where the tenderer is not able to provide benefits which are fully comparable with the NHS Superannuation Scheme please provide proposals of other changes to the remuneration package which may offset the degree of detriment suffered by the employees relative to that applying to them as NHS staff.

2.3 Where the scheme rules include a provision for the exercise of discretion on the part of the Trustees or the employer, for example in respect of pensions increase, a statement must be given as to how that discretion will be exercised in respect of those who are transferring from the NHS. If the tenderer is proposing to fund for discretionary payments, for example pension increases, even though these are not guaranteed the statement should include the assumptions on which that funding is to be based.

2.4 Confirmation that the scheme will be set up as a trust fund separate from the employer and will satisfy the requirements of the Inland Revenue in order to attain exempt approved status.

2.5 Confirmation whether the scheme is to be (or not to be) contracted out of the state earnings related pension scheme.

2.6 If the tenderer is proposing to offer membership of an existing pension scheme, copies of the members' explanatory booklet, the Trust Deed and Rules of the Scheme, the most recent Actuarial valuation report and the latest Trustee's report on accounts should be included together with a statement giving the increases awarded to pensions in payment and, separately, to deferred pensions in each of the last 10 years.

2.7 The name, address, and telephone number of an individual who will be able to answer for pension matters on behalf of the tenderer.

## **SCHEDULE 11: MOVEABLE EQUIPMENT**

1. Furniture and equipment currently in use by CNMs within the Contract specified will be available for use by the Provider at no cost. The Providers are expected to maintain, renew or replace furniture and equipment as required during the Contract period.
2. Tenderers should set out in detail their assumptions on which the "New Equipment" budget in Schedule 4 has been based.
3. In particular, communication and networking equipment should be evaluated, especially if multi-site operation is envisaged and CNM equipment is to be linked into that of the Provider Institution. Costs of investment arising from incompatibility of systems should be specifically identified under the set-up costs or as part of the budget over the initial years of the Contract where early replacement might be desirable to achieve integration of all the activities involved in the delivery of the Services under this Contract within the Provider Institution.



## **SCHEDULE 12: COST REDUCTION PLANS**

1. Tenderers are asked to describe their plans for cost reductions which they have built into their costs.
2. These plans should include your intentions for integration of the CNM(s) into your mainstream educational activities, and any consequent rationalisations. This section should be descriptive with the related financial figures reflected in the Annual Costs (Schedule 4). The breakdown of figures in this Schedule will be used as part of the commercial and financial analyses of the tenders.

**SCHEDULE 13: DEVELOPMENTS/IMPROVEMENTS/ALTERNATIVES**

1. Tenderers are asked to set down any ideas they may have for developing and improving the services and/or achieving cost reductions or improved value for money other than those described in Schedule 12.

2. Tenderers are requested to identify factors within the Contract Specification which affect the costings or are particularly price sensitive if the specification were to be varied, eg small specialist groups of students; use of widely dispersed practice placements.

## **SCHEDULE 14: TRANSITION PERIOD ARRANGEMENTS**

Please provide details of a comprehensive lead-in plan for meeting the specification services detailed in Document B. These should include arrangements for:

1. The educational programmes for students enrolled in the CNMs currently providing nursing and midwifery education within the Contract Area.
2. The transfer of staff currently employed by the NHS for the provision of the services within the Contract Area.
3. The management of change strategies to facilitate the development of shared value systems and agreed aims among existing and incoming staff of the Provider institution to achieve a dynamic cohesive workforce to deliver the Contract.

### **NOTE**

Tenderers should enter into discussions with the NBS and current providers of nursing and midwifery education when deciding the transitional arrangements which will be required.

**SCHEDULE 15: SET-UP COSTS**

Tenderers should describe and itemise costs arising during the transitional year which are expected to be incurred by the Provider in preparing to undertake the Services from 1 September 1996.



THE SCOTTISH OFFICE

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# **Nursing and Midwifery Education in Scotland**

Document D

Background Information and  
Some Questions Answered

January 1995

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## **PART 1: BACKGROUND INFORMATION ON CURRENT PROVISION OF NURSING AND MIDWIFERY EDUCATION**

### **INTRODUCTION**

#### **Current Provision of Nursing and Midwifery Education in Colleges of Nursing and Midwifery (CNMs)**

1.1 The majority of nurses and midwives in Scotland currently receive education and training prior to initial registration in Colleges of Nursing and Midwifery (CNMs). There are 12 CNMs situated in and managed by each mainland Health Board. Most, but not all, CNMs provide both midwifery and nursing education. Such Colleges are functional units of their parent Health Boards and have no separate legal identity. All CNM staff are employed by the Health Boards.

1.2 The Government accepted in 1986 the recommendations of a major review of pre-registration nurse education "Project 2000 - A New Preparation for Practice", which led to new courses being introduced in all Scottish CNMs between August and October 1992 (1992 Programmes). These lead to the award of a Diploma of Higher Education. The last courses on the previous 1982 programmes of preparation will have been phased out by September 1995, though specific arrangements may have to be agreed with the NBS for individual students who have still to complete their training at that date.

1.3 Prior to the introduction of the 1992 Programmes, student nurses received salaries as Health Board employees and were treated as part of the National Health Service (NHS) workforce. These students followed programmes under 1982 Regulations. A key feature of the educational reforms was that student nurses should not be employees but should have full student status and should receive bursaries rather than salaries. Students on 1992 Programmes in CNMs now receive non means-tested bursaries (the level of which when first set in 1989 was intended to equate with the take-home pay for a salaried student nurse) with additional means-tested allowances for dependants. Such students are supernumerary to the workforce during practice placements but must provide 1000 hours rostered service, usually during their final year, in hospital or community settings. All pre-registration student nurses undertaking their first professional training in CNMs will be receiving Nursing and Midwifery Student Bursaries by the end of 1995. These bursaries are funded by the NHS Management Executive (NHSME) and administered by the Student Awards Agency for Scotland (SAAS).

#### **1.4 Midwifery Education**

Prior to 1992 all midwifery programmes in Scotland were of 18 months' duration and offered only to registered nurses. From 1992 3-year pre-registration programmes have been offered leading to registration as a midwife and a Diploma of Higher Education. There are separate regulations concerning the preparation of midwives. Midwifery students also receive Nursing and Midwifery Student Bursaries.



## **Current Provision of Nursing and Midwifery Education in HEIs**

1.5 In addition to students at CNMs, there is a smaller number of student nurses - 604 in February 1993 - in Scotland who prepare for registration in a Higher Education Institution (HEI) usually by a degree level course. Whilst these courses were originally planned under 1982 Regulations all are expected to convert their degree programmes to meet the 1992 Regulations over the next few years.

1.6 The costs of pre-registration undergraduate nursing courses in HEIs are met from the Education Programme through tuition fees mainly provided by the Scottish Office Education Department (SOED) as part of the student award system, and institutional grant allocated for teaching by SHEFC. Students following undergraduate nursing courses in HEIs including those undergraduates on 1992 degree level Programmes receive the normal SOED student support in the form of grants and loans.

## **Clinical Experience and Placements for CNM and HEI Students**

1.7 The practical component of the pre-registration curriculum is provided through clinical placements in a variety of settings including hospitals, the community and industry, at no cost to CNMs or HEIs (for post-registration as well as pre-registration education). Maintenance for CNM students throughout their course, including clinical placements, is provided by a salary for students undertaking programmes based on the 1982 regulations or by a Nursing and Midwifery Student Bursary. Students following a shortened course by virtue of a previous registration may be paid a salary commensurate with their pay scale on commencement or are eligible for a bursary. Students in HEIs undertaking programmes based on the 1982 regulations receive payment from the Health Boards for their service while on clinical placements with appropriate abatement of their student grant. Students in HEIs on 1992 Programmes, however, are paid an extended student grant and receive no payment for service from Health Boards while they are on clinical placements.

## **Post Registration Education**

1.8 Both HEIs and CNMs make provision for the continuing education of nurses, midwives and health visitors. This prepares practitioners for both specialist and/or advanced practice and for professional updating and refresher courses.

1.9 Post-registration courses are also the responsibility of CNMs. These courses are funded separately from pre-registration training. Under current arrangements, Health Boards employ staff within CNMs who are engaged in the provision of post-registration and continuing education and training and pay their salaries. The guiding principle is that responsibility for the purchase of post-registration and continuing education and training lies with the employer. In the longer term, NHS Trusts and Units providing health care will be expected to enter into contracts with providers of education and training for post-registration and continuing education and to make provision for such costs within their business plans.

## **THE SERVICES OFFERED IN CNMS**

### **Pre-registration Initial Preparation**

2.1 Since 1992, all CNMs have offered 3-year courses of preparation leading to Registration as a Nurse or Midwife and the award of a Diploma of Higher Education. Professional requirements are specified in legislation. The United Kingdom Central Council for Nursing Midwifery and Health Visiting (UKCC) specifies professional outcomes and the National Board for Nursing, Midwifery and Health Visiting for Scotland (NBS) approves courses accordingly. The academic criteria for the Diploma of Higher Education are determined and validated by a Higher Education Institution with award-giving powers under contract to the NBS.

2.2 A Registered Nurse or Registered Midwife is a person whose name appears as a nurse or midwife on the Single Professional Register maintained by the UKCC having met the requirements of an approved course of education leading to a named professional qualification. Such a person must meet the requirements of the UKCC Codes, Rules and Regulations pertaining from time to time in relation to maintaining the right to practice, professional conduct and performance. The purpose of this Regulation is the protection of the public for which the UKCC is accountable to Parliament.

2.3 The course for nurses is based on an 18 month generic programme followed by 18 months specific preparation leading to registration for practice in the care of the Adult, care of the Child, care of People with a Mental Health Problem, care of People with a Mental Handicap.

2.4 Few CNMs offer all outcomes, all offer at least two.

2.5 The midwifery programme is a 3 year course.

2.6 Many components of these courses involve shared learning, team teaching and common assessment strategies.

2.7 There are opportunities in some colleges for advanced entry based on previous professional qualifications or non-nurse graduate status.

2.8 All these courses involve a minimum of 135 weeks, covering 4,600 hours, of which at least half must be spent in a wide range of approved practice placements.

2.9 All diploma courses validated in 1991/92 have approval which normally is between 3-5 years.

### **Post Registration Initial Education**

2.10 Most post registration courses in midwifery and paediatrics have been validated more recently at Dip HE level and have approval of varying lengths.

2.11 Some CNMs run non-Diploma courses for second level (enrolled) nurses seconded by employers or paid for by Health Boards to become first level registered nurses in a specific area of practice.

## **Post Registration Education**

2.12 Professional advanced and specialised educational modules at Diploma level are provided to a varying degree in CNMs to meet care provider needs. These modules are subject to NBS approval and receive an agreed academic credit rating within the Scottish Credit Accumulation and Transfer Scheme (SCOTCATS).

2.13 Some specialist post registration qualifications are recorded on the Register and may be pre-requisites for practice in specific contexts.

2.14 The NBS is currently consulting on its new framework developed in response to the UKCC statutory requirements for post-registration education programmes which will come into force in 1995/96. (The Future Framework for Post-Registration Education for Nursing Midwifery and Community Nursing in Scotland: NBS 1994).

2.15 Courses which do not require NBS approval and generally do not attract academic credit rating, are usually of short duration. Many of these courses, conferences, seminars and workshops are offered to meet local needs.

2.16 The funding of these courses is currently either with the Health Board, the employer or the individual and students attend on a secondment basis or in their own time.

## **Course Details**

2.17 CNMs hold definitive documents for all validated courses and detailed information for all non-statutory provision.

## **Other Activities**

2.18 Some CNMs have arrangements with local FE Colleges for the delivery of all or part of courses for Healthcare Support workers, usually within a SCOTVEC framework, while some are Approved Centres for the provision of SVQs in Care at levels 1-3.

2.19 Some CNMs also act as distance learning centres for the support of students on post qualifying courses offered by Institutes/Universities outside Scotland.

2.20 Some CNMs run courses validated by Higher Education Institutions which attract academic credit, including formal awards at degree level.

2.21 Research and other developments such as open learning and curricula innovation form a growing component of the activity in CNMs to support the programmes of education in operation and being planned.

2.22 Consultancy work, including contributions to statutory body and NHS committees, external examining, writing for publication and similar activities are increasingly important activities for staff of CNMs.

## **STUDENT RECRUITMENT, SELECTION AND SUPPORT**

### **Recruitment**

- 3.1 CNMs have contracts with Health Boards for initial training of students in numbers, based on workforce predictions.
- 3.2 In determining these workforce predictions the needs of non-NHS employers of Registered Nurses and Midwives are included. Nursing homes and care of elderly accommodation run by voluntary and private agencies must meet specific regulatory requirements and are approved singly or jointly by Local Authorities and Health Boards to provide their services.
- 3.3 These employers, who may be other public sector agencies (eg Social Work Departments) voluntary or private health care providers, are not approved to provide initial training but may contribute to the practice placement component of the curriculum.
- 3.4 CNMs contribute (according to local policies) to Careers Conventions and other recruitment activities to attract candidates of suitable academic calibre and personal attributes.
- 3.5 Minimum entry criteria, laid down by the UKCC includes arrangements through Scottish Wider Access Programmes for which many CNMs have local agreements with Further Education Colleges (FECs). CNMs are able to set their own entry requirements above the minimum.
- 3.6 The NBS Central Applications for Nursing and Midwifery Training Clearing House (CATCH) system is used by all CNMs as the mechanism for handling initial applications for courses leading to registration with the UKCC.

### **Selection**

- 3.7 Selection processes are locally determined, normally with input from clinical practitioners or managers. Applicants are interviewed to establish their suitability as potential professional practitioners.

### **Control of Entry to Training and Access to Patients**

- 3.8 Conditions for access by students to patients/clients is governed by the guidance set out by The Scottish Office in Circular GEN(1992)20.
- 3.9 The requirement for access to areas of child care and other vulnerable groups, requires that each applicant offered a place is screened by the Scottish Criminal Record Office before commencement.
- 3.10 Student nurses and student midwives must also be given an appropriate health screening prior to commencement and protection against infectious diseases including Hepatitis B prior to entering practice placement areas.
- 3.11 The CNMs also ensure that all staff with access to patients and student nurses and midwives are fully acquainted with, and

implement, the recommendations of the Expert Advisory Group on AIDS. (AIDS/HIV-infected Health Care Workers Guidance on the management of Infected Care Workers DoH March 1994).

3.12 All local Health Board policies related to equal opportunities, race relations etc are applied.

### **Student Financial Support**

3.13 Students following a 3-year Nursing or Midwifery Diploma course or shortened course for graduates receive financial support in the form of a non means-tested bursary, with means-tested dependants allowance administered by SAAS and funded by NHSME. The CNMs are responsible for the administrative matters related to distribution of the bursary, advising the SAAS about changes in individual student's programmes which may affect bursary payments, and countersigning travel and expenses claims for excess costs incurred during periods of practice placements.

3.14 Students following a shortened course under the NBS 1992 Regulations by virtue of a previous professional qualification may be seconded on salary by their employer. Alternatively, if they are required to resign, they are eligible for a bursary.

### **Welfare**

3.15 Occupational health services for pre-employment screening and continuing monitoring, counselling and personal tutor support for academic and personal matters are available for students either through appropriate CNM staff or purchased through contracts with relevant providers.

3.16 Some Colleges may have made arrangements with local educational institutions for access to other student activities eg student union and sports facilities.

## **ADMINISTRATION**

### **Regulation**

4.1 Some aspects of recruitment and curriculum design are determined by European Directives. The UKCC Rules state that all nurses and midwives registered following an approved programme must be eligible for free movement and professional employment in any of the Member States of the European Union.

4.2 The NBS Regulations and Guidelines (NBS 1991) control the professional aspects of course management, eligibility for entry to programmes of preparation and certification of eligibility for registration.

4.3 The UKCC Code of Professional Conduct 1993 and the UKCC's Student Guidelines may inform some decisions regarding performance and progression on these vocational courses.

## **Index and Registration Fees**

4.4 Students are required to be indexed with the NBS for which each student personally pays half the fee. The other half is payable by the educational institution. Total cost per student and regulations regarding additional payments are notified annually or as necessary by the NBS. The present NBS fee structure is currently under review.

4.5 The student enrolment or matriculation fee with the academic validating body where charged is met by the NBS, as part of the current contract with the validating body to provide for an external award.

4.6 On completion of training the student pays a fee when applying to the UKCC for registration and the right to practice as a nurse or midwife.

## **Records**

4.7 The NBS CATCH system links to the CNMs computer record system (CADESSA Nurse Education), on which all personal details of each student are entered.

4.8 Detailed cumulative records of each student's experience in practice and the theoretical component of the course followed in hours are kept in this system, together with assessment results, and sickness/absence records.

4.9 Index forms, transfer and discontinuation forms, completion of training forms and other records supporting a successful student's application for registration must be signed by a senior nurse/midwife educator approved by the NBS and submitted to the NBS as requested.

## **Practice Placement Allocation Arrangements**

4.10 Regulatory Body requirements for practice placement necessitate a complex allocations system, organised by CNMs in conjunction with health care providers to meet educational criteria. CNMs have a range of agreements for the provision of practice experience, with mechanisms and timescales for sharing information. CNMs also assume responsibility for the co-ordination of practice placements for undergraduate student nurses in HEIs.

4.11 The NBS has devolved responsibility for the approval of practice placement areas to CNMs, who have developed joint mechanisms with care providers to fulfil that function and its ongoing monitoring. The NBS monitors these arrangements.

## **HUMAN RESOURCES**

### **Structures**

5.1 The staffing structures in CNMs vary according to size and other factors eg multiple sites, range of courses.

5.2 Staff are employed on Whitley Council Terms and Conditions of Service relevant to specific functions.

### **Teaching Staff**

5.3 Normally teaching staff appointed to CNMs are required to be qualified in appropriate professional subject areas, and recorded as teachers with the UKCC, in order to support the development of the curricula both in nursing and midwifery subjects and the application of other subject areas to the professional core.

5.4 The achievement of practice based professional outcomes demands that nurse/midwife teachers retain professional credibility as practitioners and support students in practice areas to facilitate the integration of the theoretical and practical components of the programmes.

5.5 Teachers of nursing and midwifery now require to be graduates as well as have appropriate professional qualifications, experience, and training as a teacher. Those recorded on the UKCC Register as nurse teachers prior to 1993 have been acquiring graduate status at first and higher degree levels in increasing numbers and over a wide range of subject areas relevant to the delivery of the CNMs business.

5.6 Since 1988, preparation for the Clinical Teacher specialist qualification (Education Grade 1) has ceased and only one grade of teacher (Education Grade 2) is prepared who functions in both academic and clinical educational environments.

5.7 Considerable effort has been made to convert clinical teachers to recorded nurse teacher qualifications through release to full-time courses funded by the NBS. The numbers remaining as Grade 1 are small. A minority may be unqualified teachers or of such an age that further training is no longer appropriate.

5.8 Some subject specialists who are not nurse/midwife teachers may be employed in a full or part-time capacity in some instances to meet specific curriculum needs.

### **Library Staff**

5.9 All CNMs have at least one library with qualified librarian support, offering a specialist service for professional education and clinical colleagues. Some libraries provide a joint service to the College, local post-graduate medical centre and NHS Trusts.

5.10 Many libraries have additional support staff to enable the provision of an extended service commensurate with the delivery of the Colleges' programmes.

### **Support Staff**

5.11 Staff experienced in registry and information technology, allocations, personnel, finance and marketing support the relevant activities in CNMs. These staff have knowledge of the specific demands of the professional programmes and the systems developed to meet statutory requirements.

5.12 Administrative and clerical staff are employed to support, as appropriate, other activities of the Colleges.

5.13 CNMs either employ (or pay for the services of) cleaners, gardeners, maintenance and portering staff, security and specialist services such as occupational health counselling, supplies, computer services, accounts payable, internal audit, payroll systems and capital project support.

## **PHYSICAL RESOURCES**

### **Estate**

6.1 CNMs occupy educational accommodation, often on more than one site. This accommodation may be on the College's assets register or that of the parent Health Board and incur capital charges, or may be integral to another provider unit's property and occupied on a leased basis.

6.2 Other property costs (rates and services) are also attributable to the education budget.

6.3 Residential accommodation, generally sited in close proximity to CNMs, is in the ownership of Health Boards and may be attributed to a College's assets register for nursing and midwifery students. Additional residential accommodation required by the student whilst on practice placements may be provided by the appropriate NHS Trust or the private sector.

### **Equipment**

6.4 Equipment in sufficient quantity and quality appropriate to the current activities of the CNMs is provided on sites. Some large items, usually computer networks, will be on an assets register and attract capital charges.

6.5 Most equipment is purchased through a rolling replacement programme via a specific new equipment budget.

### **Leased Equipment**

6.6 Some equipment, mainly photocopiers, is likely to be leased, and Colleges may also have some maintenance contracts which extend over a 3 to 5 year period.

## **QUALITY ASSURANCE**

### **Systems**

7.1 Particularly since the implementation of courses with internal examination systems, CNMs have developed quality assurance criteria and monitoring systems to meet the requirements of academic validating and Professional Regulatory Bodies.

7.2 The development of contractual relationships between purchasers and providers has necessitated the creation of management monitoring systems and reporting mechanisms.



7.3 Computerised communication systems in multi-site Colleges are being developed to facilitate course management and improve the quality of data available for administrative and management purposes.

#### **Practice Placements**

7.4 Approval of practice placements and their ongoing monitoring is now the responsibility of the CNMs, devolved by NBS whose officers monitor the system in use.

7.5 Professional expertise from clinical provider units will generally contribute to this activity and to the development of student evaluation tools which are part of the monitoring.

7.6 Teaching and clinical staff contribute to programme developments and the monitoring of current courses to ensure that they meet the professional outcomes required.

7.7 Students in practice placements are supported by both CNM teaching staff and clinical staff who are specifically prepared by Colleges for the role of mentor/preceptor, which includes responsibility for student assessment in practice.

7.8 For students who are not employees, a Letter of Authority signed by them and an authorised signatory of the College, Health Board and/or NHS Trusts, outlines the responsibilities, rights and duties of the student and the provider of practice experience. Copies are lodged with the purchaser and, in some cases, with providers of practice experience.

7.9 Student and teaching staff uniforms are provided as protective clothing for wear during practical work, either by Colleges or the purchaser or provider units. Service providers are responsible for laundering these items as part of their infection control function.

7.10 CNMs ensure that all students and staff have appropriate identification acceptable to providers of health care as part of a shared responsibility for security.

#### **Staff Development**

7.11 CNMs have staff development policies usually linked to staff appraisal systems and actively encourage all staff to identify training needs to meet personal, professional and organisational goals.

#### **Teaching Staff**

7.12 Staff development programmes based on individual performance appraisal encourage academic and professional developments to support current curricula needs and proposals. Particular emphasis has been placed on first and higher degree studies in nursing and other disciplines to support the Diploma of Higher Education curricula.

7.13 Staff are encouraged to act as external examiners, carry out research and write for publication, and contribute to national activities as members of statutory and professional organisations and other similar activities.

7.14 These functions enhance their contribution to the College and inform the wider professional debate.

### **Support Staff**

7.15 Increasingly, CNMs have appointed specialist staff to support student centred learning strategies, innovative teaching approaches and provide new technical resources to the staff and students. These staff also provide support for technical systems which provide management information and facilitate quality assurance procedures.

7.16 Staff development for non-teaching staff may involve appraisal systems and links with other relevant specialists outside the institution to share expertise, as well as appropriate course and conference attendance.

### **Policies**

7.17 Current legislation relating to personnel functions, health and safety and local Health Board policies are implemented by College management and monitored appropriately.

**PART 2: NBS INFORMATION SHEET**



**The National Board will be pleased to make information available to both prospective and successful bidders for contracts to provide pre-registration nursing and midwifery education in Scotland.**

**An information package will be distributed to you directly by the Board. A summary of the functions of the Board as prescribed by statute is provided overleaf.**

For further information under the following headings please approach the contacts listed.

#### **Requirements for Professional Education**

Contact: Mrs. Shiona Monfries, Executive Director (Standards) - Extension 217

#### **Professional Validation of Courses**

Contact: Mrs. Shiona Monfries, Executive Director (Standards) - Extension 217

or Mr. Nick Roche, Acting Administrator, Registry - Extension 209

#### **NBS Strategy for Educational Developments**

Contact: Mrs. Shiona Monfries, Executive Director (Standards) - Extension 217

#### **Current Educational Research Projects**

Contact: Mrs. Margaret Grubb (until 31st March 1995)  
Dr. Tricia Murphy-Black (from 1st April 1995)  
Research and Developments Officer - Extension 240

#### **Courses and Careers Available**

Contact: Miss Rachel Atherton, Careers Information Development - Extension 254

#### **Educational Statistics and Trends**

Contact: Mrs. Christine Waddington, Information Services Officer - Extension 234

#### **CATCH (Central Applications to Training Clearing House)**

Contact: Ms. Lorna Dalgleish, CATCH Unit Manager - Extension 242

#### **General/Policy Matters**

Contact: Mr. Peter Taylor, Executive Director (Resources) - Extension 220

## NATIONAL BOARD FOR NURSING, MIDWIFERY AND HEALTH VISITING FOR SCOTLAND

### STATUTORY PROVISIONS

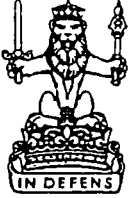
The functions of the Board, as set out in the Nurses, Midwives and Health Visitors Act 1979 and amended by the Nurses, Midwives and Health Visitors Act 1992, are to:

- 1 (a) approve institutions in relation to the provision of:-
  - (i) courses of training with a view to enabling persons to qualify for registration as nurses, midwives and health visitors or for the recording of additional qualifications in the register; and
  - (ii) courses of further training for those already registered;
- 1 (b) ensure that such courses meet the requirements of the United Kingdom Central Council as to their content and standard;
- 1 (c) hold, or arrange for other to hold, such examinations as are necessary to enable persons to satisfy requirements for registration or to obtain additional qualifications;
- 1 (d) collaborate with Council in the promotion of improved training methods and perform such other functions relating to nurses, midwives and health visitors as the Secretary of State may by order prescribe.
- 2 The National Board shall discharge its functions subject to and in accordance with any applicable rules of the Council and shall take account of any difference in the considerations applying to the different professions.
- 3 The National Board is responsible for providing local supervising authorities with advice and guidance in respect of the exercise of their functions under section 16 in the 1979 Act.

The Board shall, in addition to the functions specified in section 6 of the Act, perform the functions specified below:-

- (i) provide, or arrange for others to provide, courses of training for persons to become teachers of nurses, midwives or health visitors in institutions approved by the Board under section 6(1) of the Act;
- (ii) provide, or arrange for others to provide, courses of further training for teachers of nurses, midwives or health visitors in such institutions;
- (iii) provide, or arrange for others to provide, a central system to deal with applications to enter training courses at certain institutions so approved;
- (iv) provide, or arrange for others to provide, advice and information to the public in the United Kingdom and elsewhere on careers in nursing, midwifery and health visiting in Scotland;
- (v) Carry out, or arrange for others to carry out, research into the methods of training nurses, midwives and health visitors.

**PART 3: RELEVANT CIRCULARS**



**Scottish Home and Health Department**

NHS Circular No 1989(GEN) 22

St Andrew's House  
Edinburgh EH1 3DE

Telephone Direct Dialling 031-244  
Switchboard 031-556 8400  
GTN 7188  
Telex 72202

Health Board General Managers  
General Manager, Common Services Agency

Your ref

Our ref      **NEB/15/07**

Date          **24 July 1989**

Dear General Manager

**PROTECTION OF CHILDREN**

**DISCLOSURE OF CRIMINAL CONVICTIONS OF NHS STAFF WITH SUBSTANTIAL ACCESS TO CHILDREN**

**SUMMARY**

This circular explains (i) procedures for checking with the Scottish Criminal Record Office (SCRO) about any possible criminal convictions of NHS staff, volunteers and others seeking to work with children and (ii) procedures concerning subsequent convictions of existing staff in these categories.

**I      GENERAL**

1. Recommendations from a Home Office-led review<sup>1</sup> of the disclosure of criminal convictions of those with access to children have been accepted by the Government. This review was set up following the conviction at the end of 1984 of Colin Evans for the murder of Marie Payne. In order to minimise future risk to children, the review recommended that checks should be made with the police in many circumstances when staff or volunteers are taken on to work with children, or when others wish to care for children in an officially recognised capacity. The new arrangements described in this circular apply only to certain categories of persons engaged or employed by or providing services to Health

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<sup>1</sup>Disclosure of Criminal Convictions of Those with Access to Children  
First Report; Home Office/DHSS July 1985

Boards. The new arrangements also apply, via separate circulars, to people engaged by local education authorities and local social services departments. Further consideration is, however, being given to the extension of these arrangements in due course to the voluntary sector which operates in rather different circumstances. Health Boards should not, subject to the exceptions noted at paragraphs 5 and 18 below, carry out checks on persons employed or engaged prior to the issue of this circular. For the purposes of this circular a 'child' should be taken generally to mean someone under the age of 16, but should not exclude older children with mental or physical handicap.

#### Main Features of New System

2. The revised system for checking new entrants to child care work will be centred on the Scottish Criminal Record Office (SCRO) within Strathclyde Police Headquarters in Glasgow where a record of convictions will be stored in a new computer which will be linked to all Scottish police forces. Under the new procedures, each Health Board should designate senior officers to be responsible for organising and overseeing the operation of the system. It is envisaged that in the smaller Health Boards one designated officer (and a nominated deputy) will suffice for this purpose, but larger Health Boards with Units/Institutions specialising in the care of significant numbers of children may have to designate several officers who are authorised to request checks from SCRO; it is not, however, envisaged that such officers need be appointed at Unit level in every Board and their numbers should be limited to ensure efficient operation of the system and an appropriate degree of protection for, and subsequent destruction of, the confidential information provided by SCRO. Requests for a check on whether the person concerned has a criminal record or pending criminal proceedings should be made to SCRO using a standard form which will confirm that the person has given written permission for the enquiry. A copy of the standard request form and accompanying Notes of Guidance are at Annex A.

#### Emergency Procedures

3. In some exceptional circumstances it may be necessary to ask for a check to be carried out urgently and the information supplied quickly. In these cases the following procedure should be followed:-

An inquiry form should be presented at the nearest Police Headquarters who will contact SCRO as necessary. Alternatively, a facsimile copy of the form may be transmitted to SCRO. (In either case the original form must then be passed to SCRO in the normal way). On receipt of the accelerated inquiry SCRO will give a basic response to indicate either:-

that the subject of the inquiry may be on file and the crime type(s) given; or

that no record can be found; or

that criminal proceedings are pending

A full response will follow after the original inquiry has been received and processed by SCRO.



4. The new procedures for checking are not a substitute for other employment procedures, including the seeking and taking up of references, and for any of the present arrangements for the reporting of serious convictions against professional staff. The new procedures are to be used when considered appropriate in the light of the guidance in this circular in addition to the normal recruitment arrangements. A check with SCRO should only be made once the preferred candidate has been selected but before an appointment has been made. Such checks must not form part of any interview shortlisting procedure.

#### THE NEW ARRANGEMENTS IN DETAIL

#### II CATEGORIES OF NHS STAFF AND VOLUNTEERS ON WHOM CHECKS SHOULD BE MADE

5. The new arrangements for checking are intended initially to extend only to persons seeking to work in circumstances giving them substantial access to children in need of relatively lengthy in-patient care, where the opportunity to develop and exploit relationships may be greater than in other circumstances. This may include instances involving repeated admissions; residential care on a short term/relief basis; day or residential care in special schools; and where there are day nurseries run by NHS staff. In the first instance, therefore, checks should only be requested for potential employees, students/trainees or volunteers who will have substantial access to such children, and where a person already employed by the authority moves to a position which gives him or her access of that kind. Checks should not normally be demanded on employees who are moving between Health Boards and who have been checked and approved for appointment within the last three years (see also paragraphs 8 and 18). Consideration will be given to extension of the new arrangements to cover staff dealing with a wider range of children receiving health care once the operation of the new arrangements in this circular has been evaluated.

##### Students/trainees

6. The arrangements for checking with SCRO should also apply where appropriate to students engaged for limited periods of practical work as part of their training. Boards will need to take this into account in the arrangements they make with educational and training bodies for providing experience for students. It will not usually be necessary to request a check on all student nurses unless other evidence available to a Health Board suggests that there may be cause for concern in a particular case. However it will be appropriate to do so in respect of those taking the RSCN, RNMH courses or any relevant post-basic courses, or contemplating specialising in the care of children.

##### Works Staff Employed by Private Contractors or directly by the Authority

7. It is not practicable for checks to be made on staff employed by private contractors who work on hospital premises, whether or not substantial access to children is involved. It is for the contractor in the first instance to ensure that the staff employed are fit persons for work in such circumstances; the Board employing the contractor should be certain that the latter is fully aware of the need to exercise greater care

in allocating staff to the work. Any works staff of a Health Board or the Common Services Agency whose employment is considered to involve substantial access to children should, however, be subject to the checking procedures. Contractor's staff and works staff of a Health Board or the Common Services Agency should always be properly supervised when working in areas which give access to children.

### Agency Staff

8. A check should be requested in respect of all agency staff being considered for appointment to work on a long term basis in posts where health service employees would be checked. Health Boards may prefer to move their own checked staff to such posts as need arises and to employ agency staff on other work. Where this is not possible and agency staff need to be deployed urgently, the check with SCRO should be carried out as soon as possible after placement. This will, however, not be necessary in cases where the agency member of staff concerned has already been checked by a Health Board in the last three years. Health Boards should accordingly supply an agency member of staff with a suitable certifying letter which he/she can use as a "passport" valid for three years to allow him/her to work in posts where otherwise a check would be required.

### III "SUBSTANTIAL ACCESS"

9. In most cases, it should be clear from the nature of the area of work whether there will be opportunities for substantial access to children (as described in paragraph 5). In some cases, however, the situation may be less clear, especially in relation to volunteers. Where there is uncertainty, a judgement must be made on whether the amount of access to children is to be regarded as substantial and therefore whether it is necessary to request a check in respect of a prospective employee or volunteer. It is not possible to define "substantial access". However, the following guidelines may be helpful in reaching a decision:

#### 9.1 Does the position involve one-to-one contact?

If it does, and especially if such contact is likely to be away from the child's home or separate from other children/adults, then access should be regarded as substantial, even if contact is only for short periods.

#### 9.2 Is the position supervised?

It is possible for a person to spend considerable amounts of time with children, but always under supervision. This might not necessarily be regarded as substantial access, though the scope for developing relationships which could be exploited outside working hours should be kept in mind.

#### 9.3 Is the situation an isolated one?

The degree of risk to a child may increase the further the child is from the parental home, or where parental visits are infrequent. A similar situation could arise where there is opportunity to take children singly, or in a group, away from the ward or unit (for example, on outings or holiday).

#### 9.4 Is there regularity of contact?

The more regular contact a person has with the same child or group of children, the greater is the opportunity for the child to be at risk. This is especially so if the contact is unsupervised, or occurs away from other children. Equally, opportunities for regular social contact might be seen as providing substantial access.

#### 9.5 Are the children particularly vulnerable?

It may be considered that younger children are more vulnerable than older children and generally less able to protect themselves, but the nature of the risk must also be considered. Younger children may be more at risk of sexual assaults; older children from drugs. More particularly, children with a physical or mental handicap, or who have social or behavioural problems, are likely to be more vulnerable than those whose health is sound and/or who come from a stable home background.

### IV WHEN CHECKS SHOULD BE REQUESTED

10. SCRO checks must not take the place of normal recruitment procedures. References should be required and taken up in the case of all new appointments, with unexplained gaps in employment (which can be a significant indicator for more careful vetting) being satisfactorily accounted for. When a SCRO check is necessary the request should be made on the standard form (see Annex A) to SCRO. Where it is appropriate to do so SCRO will seek information from other police forces in the UK in areas in which the applicant has lived previously. SCRO will not be able to provide routinely records of driving offences and, where a post involves driving transport for children, the applicant's driving licence should be examined by the engaging Board for evidence of any current or recent disqualification.

11. A request for a SCRO check on a person's criminal convictions should be made only when the person has been selected as the preferred candidate for employment in a post giving substantial access to children; or wishes to work as a volunteer in circumstances which would provide substantial access to children.

12. It is important that the most efficient and economical use be made of the arrangements. Requests for checking must not therefore be made when interview short lists are being drawn up but only when the final candidate has been selected and in respect of that candidate alone. To request checks on persons other than the selected candidate would greatly overload the capacity of the checking system. SCRO should not be asked to confirm criminal convictions where the person concerned has admitted a conviction which would clearly render him or her unsuitable to work with children.

13. Where a SCRO check is likely to be required in relation to a position (whether paid or voluntary) covered by this circular, the applicant should be required to list, as part of the initial recruitment procedures, details of any convictions (save any received as a juvenile, ie under the age of 17) and of any criminal proceedings still pending, ie where the Procurator Fiscal has decided to take proceedings against the applicant and where the outcome is not yet known. At the same time, attention

should be drawn to the provisions of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 as amended by the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendment) Order 1986 which came into operation on 18 July 1986 which allows convictions that are spent under the terms of the Rehabilitation of Offenders Act 1974 to be disclosed for this purpose by SCRO and to be taken into account in deciding whether to engage the applicant. The applicant therefore may properly be requested to list all convictions and pending criminal proceedings. The applicant must give his permission in writing for a SCRO check to be carried out and for any conviction records to be disclosed. It should be made clear to the applicant that refusal to give consent could prevent further consideration of the application.

#### V THE INFORMATION GIVEN IN RESPONSE TO A CHECKING REQUEST

14. SCRO will reply indicating either that there is no record for the person concerned or, if there is, giving full details. It is for the employing body to make a judgement as to suitability taking into account only those offences which may be relevant to the particular job or situation in question. The fact that a person has a criminal conviction or has criminal proceedings pending does not automatically render him or her unsuitable for work with children. On the other hand it is not only a record of sexual offences which may raise doubts about the suitability of a person for such work. A person's suitability should be looked at as a whole in the light of all the information available. Only the definitive record provided by SCRO should be referred to in any subsequent enquiry.

15. In deciding the relevance of convictions, a number of points should be considered.

##### 15.1 What is the nature of the conviction?

In general, convictions for sexual, violent or drug offences will be particularly strong contra-indications for work with children.

##### 15.2 What is the nature of the appointment?

Often the nature of the appointment will help to assess the relevance of the conviction. For example, sexual, violent or drug offences would give rise to particular concern where the position was one of providing care. Dishonesty offences would become more relevant where the position was one involving finance (eg where collecting money from children was part of the job). Offences for driving or drink would be relevant in situations involving the transport of children.

##### 15.3 When did the offence occur?

Offences which took place many years in the past may often have less relevance than recent offences. However, convictions for violent or sexual offences are more likely to give cause for continuing concern than others for, say, dishonesty. The need to protect children is of paramount importance and should take precedence over the need to rehabilitate a past offender.

#### 15.4 Frequency of offence

A pattern of unrelated or similar offences over a period is more likely to give cause for concern than an isolated minor conviction.

#### Discrepancies and disagreements

16. Where the information provided by SCRO does not agree with that provided by the applicant the Board must, before reaching a decision on whether to appoint, discuss the discrepancy with the applicant. Where there is disagreement the applicant should have the opportunity to see the information provided by SCRO. It will be for the person concerned to make representations to SCRO through the designated officer who made the original inquiry if he or she believes that the information is incorrect.

#### Safekeeping of information

17. The information provided by SCRO is confidential. It must be used only to judge the suitability or otherwise of a person for the position in question. The designated officer in the Board who receives the information must keep it securely while the judgement is being made. Once this has been done, the information should be destroyed. An indication on personnel records that a check with SCRO has been carried out may be made but should not refer to any specific offences.

#### Existing employees

18. Checks with SCRO should not generally be carried out on existing employees or volunteers unless they transfer from other work to positions which provide opportunity for substantial access to children. If, exceptionally, serious allegations are made against a person already working with children, or previously unrevealed information comes to light, a check may be made. This must not be done without the knowledge and written agreement of the individual concerned and he/she must be given an opportunity to discuss the information supplied (as in paragraph 16). Subsequent action as a result of such a check is a matter for the employing body to determine in the light of all the circumstances.

### VI PROCEDURES AND CONTROL

19. It is important that each Health Board develops a clear policy on the use of these arrangements. This should set out the posts for which and the circumstances in which a request to SCRO should always be made; and, where discretion is allowed, the policy should make clear at what level that discretion should be exercised. The policy should also establish who needs to be shown information received from SCRO so as to allow a proper decision to be made on the applicant etc.

20. The senior officer designated as responsible for requesting checks from SCRO must be of a sufficiently senior level to carry personal responsibility for organising and overseeing the operation of the checking procedure within the Board or, in the case of large Health Boards, the Unit. All requests for checks should come to the designated officer or to staff working to him or her for this purpose. The main areas of the designated officer's responsibilities will be:

20.1 to satisfy himself/herself that the request for a check is justified in terms of the Health Board's policy and in the light of the particular circumstances, and that the applicant has given written permission for the check to be made;

20.2 to make the request to SCRO;

20.3 to ensure that information received from SCRO is given only to those who need to know it;

20.4 to ensure that the confidentiality of the information is properly safeguarded, that no photocopies are made of the record provided by SCRO, and that the information is destroyed immediately after it has served the purpose for which it was obtained;

20.5 to ensure that claims that incorrect information has been supplied are forwarded to SCRO and, where a decision on suitability for employment is involved, satisfactorily answered.

When submitting the form to be used in making a request to SCRO (Annex A) the designated officer has to say that he/she is satisfied that the particulars on the form are correct. The officer will therefore have to take reasonable steps to ensure that this is so.

#### VII REPORTING OF CONVICTIONS

21. The Crown Office and Procurators Fiscal already report convictions of certain NHS staff to some professional and related bodies. It is envisaged that later this year SCRO will take over this role. In addition, as described below, SCRO will wherever possible report convictions of persons known to be Health Board employees to the appropriate Health Board. Where a Health Board can be identified as a convicted person's employer, and it is known that the person concerned has substantial access to children within the NHS, SCRO will report the convictions incurred to the senior designated officer of the appropriate Health Board. The convictions to be reported are particularly those involving violence, sexual assault, indecency, dishonesty, drink or drugs. Action to be taken on receipt of such a report is a matter for the Health Board or senior designated officer concerned but the subject of the report should usually be informed of its receipt. It must be stressed, however, that the detailed nature of a person's employment may not become apparent in the course of a prosecution.

#### VIII POLICE INDEMNITY

22. The police require to be indemnified against any liability which may be incurred by them as a result of the provision of information in response to requests under the new arrangements and the subsequent reporting of offences. Each Health Board and the Common Services Agency will be required to complete a separate indemnity; the form of indemnity is attached at Annex B and should be returned, duly signed and sealed by the authority, to the Department not later than 11 September 1989.

#### IX RESOURCES

23. It is recognised that the new arrangements may give rise to some extra work in connection with recruitment processes. It is hoped that

the work can be absorbed without the need for specific additional resources.

#### X SCRO MONITORING

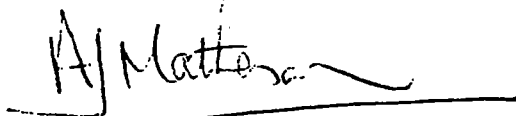
24. From time to time SCRO intends to submit sample requests for checks to a senior officer in each Health Board to receive confirmation that the system is being used for its intended purpose. Usage of the emergency system will also be carefully monitored by SCRO as a check against abuse.

#### XI ACTION TO BE TAKEN

25. The new arrangements will come into operation on 25 September 1989. Each Health Board and the Common Services Agency should immediately select a designated officer and nominated deputies whose names (with specimen signatures) should be forwarded by 11 September 1989 to the person named at paragraph 26 so that a list of those authorised to receive information about criminal records can be compiled. The name of a senior officer in each Health Board and the Common Services Agency to whom SCRO can channel general enquiries about operation of the system should also be provided. Subsequent amendments to the list of designated officers (with their replacement's specimen signature) should be sent direct to SCRO.

26. Further copies of this circular may be obtained from Mr W Crosbie, Room 131, St Andrew's House (Tel 031 244 2492) to whom any enquiries should be addressed.

Yours faithfully



A J MATHESON

SPECIMEN OF FORM TO BE USED TO REQUEST A SCRO CHECK FOR CRIMINAL CONVICTIONS (See notes of guidance on completion of this form).

Name of Organisation ..... Tel .....  
Address ..... Date .....

To: Scottish Criminal Record Office  
Strathclyde Police Headquarters  
Pitt Street  
GLASGOW G2 4JS

Dr/Mr/Mrs/Miss/Ms .....(full names)  
of .....)  
.....) (present address)

from ...../...../.....(date)  
.....)  
.....) (previous address)

.....)  
from ...../...../.....(date)  
Date of birth ...../...../..... Maiden name .....

Any other identifying particulars (eg height) .....  
.....  
.....

will have substantial access to children under the provision of NHS Circular No 1989(GEN)22. Please check for any record of convictions or pending criminal proceedings. I am satisfied that the particulars given above are accurate and that the above-named person has given written permission for the check to be made and is aware that any spent convictions will be disclosed.

Signed .....  
Name(in capitals) .....  
Position .....

To be completed by the SCRO, and whole form returned

Tick appropriate box

No trace

Record attached

Signed .....  
Rank/Appointment .....  
Date .....



## CONVICTION ENQUIRY FORM

### NOTES OF GUIDANCE

1. Separate form for each individual about whom an enquiry is being made.
2. Each form is to be posted to SCRO.
3. Authorised signatures must be original. (Photocopies, ink stamps etc. will be refused).
4. When a conviction record is returned, the enquirer should satisfy himself that the subject is the person on record before use of the data.
5. In case of doubt the circumstances should be referred to SCRO.
6. The information is CONFIDENTIAL and should be administered in such a way that it is available only to the authorised person(s) and 'case' officers.
7. Information supplied should not be referred to one month after the date of issue. A further enquiry should be made.
8. Emergencies: where information is required urgently the enquiry can be made as follows:-
  - 8.1 A correctly completed Enquiry Form may be presented at the nearest Police Headquarters. Alternatively a facsimile copy of the form may be sent to SCRO. (Fax Number 041 227 1310).
  - 8.2 A basic response will be given, which indicates that the subject of the enquiry may be on file or that no record can be found. When the subject is on file the 'crime type(s)' will be given as an indication of the contents of the record found. No further detail can be given at this stage.
  - 8.3 The Enquiry Form is always to be forwarded to SCRO following an emergency enquiry.
  - 8.4 SCRO will respond to that Enquiry Form as normal. This will be regarded as the definitive response.
  - 8.5 SCRO will monitor the Emergency case system to ensure it is not abused.
9. Auditing

SCRO will copy a sample of all enquiries and submit them to the nominated contact officer for the enquiry service. These officers are to use this sample to confirm the correct use of the service.

DISCLOSURE OF INFORMATION ON SCOTTISH CRIMINAL RECORD OFFICE DATABASE

FORM OF INDEMNITY

WHEREAS I/WE (name and address of requesting authority) shall from time to time require to seek from Scottish Criminal Record Office("SCRO"), and SCRO will provide to me/us, details from its records of criminal convictions or of pending criminal proceedings in relation to certain persons all in terms of and in accordance with NHS Circular No 1989(GEN)22 and any subsequent Circular which may amend or vary its terms,

NOW THEREFORE, I/WE UNDERTAKE to indemnify and keep indemnified SCRO and any person connected with or responsible for its creation, formation, management, control, supervision or activities and in particular but without prejudice to the foregoing generality all chief constables, all public authorities, the Secretary of State for Scotland and any other Minister of the Crown or any government department or body, and in relation to any of them their agents servants or employees whomsoever, against all losses or claims of whatever kind which may arise out of or in consequence of or is referable to the provision to me/us of the information hereinbefore referred to and against all demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

Date this.....day of.....Nineteen hundred and .....

.....(Witness) (Full name and designation)

Signed ..... (Full name(s) and designation(s) and authority under which the person(s) signs)

.....(Witness) (Full name and designation)

## **PART 4: SOME QUESTIONS ANSWERED**

This section attempts to answer some questions which may come to mind. It is unlikely to be exhaustive and does not form one of the Contract documents.

### **Q1 What is meant by "entrance with advanced standing?"**

A All nursing and direct entry midwifery courses are based on an agreed assumption that the minimum training period required to prepare an individual for Registration and the right to practice is 3 years. However, short-time courses are available for individuals already holding certain prescribed professional qualifications. This avoids repetition and reduces costs (both personal and financial). Thus non-nurse graduates, second and first level registered nurses may follow courses in the standard reduced time of 2 years, 78 or 65 weeks respectively. In addition, accreditation of prior (experiential) learning (AP(E)L) may give even more credit and enable the qualification to be achieved in even less time.

### **Q2 Will bursaries continue for student midwives and student nurses?**

A These bursaries are to continue.

### **Contract Duration and Monitoring**

### **Q3 Why a 5-year period initially for the Services in the Contract?**

A A period of 5 years allows for the long lead time between recruitment and outcome involved in preparing nurses and midwives and will enable the Provider to develop high quality specialist courses, building up appropriate expertise within the new environment. Any longer period might lose the beneficial effect that market forces have on quality.

### **Q4 What are the implications for the students and Provider if the contract is not extended beyond Year 5?**

A If the Contract is not extended, students already enrolled on courses will be enabled to complete their course and the staff employed by the Provider for the Services in the Contract will be subject to the Terms and Conditions of their employment. Other resources, dependent on the circumstances, may need to be made available to a new Provider.

### **Q5 Who will be responsible for Contract monitoring?**

A The Management Executive of the NHS in Scotland.

### **Q6 What are the expected outcomes of the annual review meetings?**

A There are 5 purposes:

- to review the delivery of the Services;
- to confirm the number of new students for the next Contract Year;
- to review the projected student places for the subsequent years of the Contract;

- to review the Student Unit Price for the ensuing Contract Year;
- to review the period of the Contract.

**Q7 How are the Service Level Agreements (SLAs)/Contracts between CNMs/HBs and others to be addressed in the period January 1995 - September 1996?**

A Health Boards will ensure that all agreements for services provided by or to their CNM are terminated or transferred to the new Provider by September 1996. In certain circumstances the Health Board may retain some contracts for its own purposes.

**Q8 What is the purpose of the Transitional Period?**

A This is a planning year during which detailed discussions will take place between relevant parties to enable smooth transition of the provision of nursing and midwifery education into the tertiary education sector.

Each new Provider will agree with the Purchaser a management plan which will include a timetable for:

- institutional, course and practice placement approval and systems approval by the NBS;
- staffing issues;
- communication networking with Trusts and other practice placement providers, including the development of practice placement approval and monitoring systems;
- curriculum matters, including provision for students currently enrolled on courses in CNMs;
- contracts with relevant parties re services/resources if required;
- estate issues;
- operational matters leading to integration of the organisation's staff, students and systems.

#### **Contract Costings and Price**

**Q9 Are all overheads and hidden costs included in the costings?**

A The Tenderer is required to detail all resources, which the Provider might need to meet the requirements of the Contract. If any additional costs can be identified, these should be detailed in the tender.

**Q10 Can cross-subsidy with other course provision occur?**

A No. Tenderers should be aware that the SHEFC and SOED Further Education Funding Unit will ensure that their funding is not used to subsidise the Contract. This does not mean that resources cannot be shared.

## **Integration with Provider Institution**

**Q11 Can a consortium/partnership of educational institutions bid for a contract? If so, must each member have a specific role within the delivery of the contract?**

A Yes, but a lead institution must be identified which will be responsible for the submission of the tender and co-ordination of the delivery and quality of the Services if the Contract is awarded to the consortium/partnership. The consortium/partnership must deliver the services as an entity.

The role of each member institution in the provision of the Services must be clearly identified in the tender. In effect, the contract will be awarded to one institution which will sub-contract to other institutions.

**Q12 How far can the integration of staff and students be achieved, especially senior postholders and specialists currently employed in CNMs?**

A Although midwifery and nursing education will be purchased by the NHS Management Executive, it is expected that the associated staff and students will become fully integrated into the Provider's institution.

Within the tendering process, tenderers will be required to show how the Services will be managed utilising the skills of CNM staff including the senior management team. It is assumed that lecturers in nursing and midwifery funded by the NHS may be expected to teach on courses which receive funding from other sources and that lecturers from other disciplines may contribute to the development and delivery of the nursing and midwifery curricula. Staff development will be the responsibility of the Provider Institution. The Invitation to Tender provides the opportunity for tenderers to cost the activity. The quality assurance mechanisms will monitor that staff development is appropriate and adequate.

**Q13 How is the integration to be monitored and evaluated?**

A The Provider will have indicated in his tender the Institutional proposals and will agree targets for their implementation over the early years of the Contract.

These criteria and all the other factors incorporated in the annual monitoring report will address progress.

Evaluation of its effectiveness will be part of the review of Institutional Approval which the NBS will conduct from time to time, and the formal course reviews required when revalidation and re-approval are required, usually at 5 year intervals.

The Purchaser, through his Central Purchasing Role, is in a position to identify, on a national scale, particular approaches which can be fostered in individual settings to encourage and maximise the benefits of this as it develops.

**Q14 How is the professional identity of nursing and midwifery to be ensured?**

A In line with the requirements of the Regulatory Bodies, the core of the courses delivered under this contract requires specialist teachers with appropriate professional qualifications. It is expected that, as well as maintaining and developing their own professional skills, such staff will enrich the quality of debate, curriculum development and research activity within the Provider Institution by their contributions. It is assumed that the nursing and midwifery staff will continue to contribute to wider professional debate outside the Institution, through activities as external examiners, membership of committees/working groups/validating panels and attendance at relevant conferences, etc.

**Q15 What constraints will be placed on the Provider regarding the use of NHS resources available to them for the duration of the Contract?**

A The Provider should consider that the resources available to him under this Contract form part of the total Institutional resource through which he delivers this Contract and all his other business. In the event of the Contract not being renewed, or terminated prematurely, the Purchaser may require these resources to be released for a new Provider's use.

**Q16 Why are the details of management and organisation structures of the tenderers required and how will this information be used?**

A The current and proposed structures of the Provider Institution are required so that in the evaluation of the Tenders, a judgement can be made of the nature of the integration, the effect that the introduction of the Contract will have on the Provider Institution, the appropriateness of the proposals for use of resources, including staff, and the justification for costs. Once the Contract is let, the proposals will form part of the work of the Transition Period.

#### **Selection of Students**

**Q17 Why are the new Providers to use the CATCH system?**

A CATCH was set up by the NBS to meet the specific requirements of nursing and midwifery regulations. Moreover, it links into CNM computer records system CADESSA. CATCH produces statistical information for the NBS whose annual report is an additional source of data for the Purchaser and can inform purchasing decisions.

**Q18 How is local recruitment to be encouraged?**

A The Provider must use all the clinical areas for practice placement experience, as appropriate to the courses delivered, within the Contract Specification. Careers guidance and active recruitment drives, particularly in more distant areas, are desirable (and likely to be necessary) for those courses which utilise these geographical areas, to attract students to the Institution.

Students attracted through such local initiatives are more likely to identify the recruiting institution as first choice on their CATCH application form.

**Q19 How will local employers contribute to selection criteria and process?**

A As practice placement experience is an important factor in determining students' future employment goals, local NHS Trusts and other employers of registered nurses and midwives will need to be party to recruitment initiatives to ensure the availability of a future local pool of qualified staff.

In addition, clinical staff should contribute to determining selection criteria and to the interview/selection process. It may be desirable for Providers to hold selection days in distant localities from time to time to facilitate this.

**Q20 Must all student nurses and midwives have Scottish Criminal Record Office checks?**

A Yes. This is an NHS requirement for people who are to have contact with children.

**Non-Standard Entry to Courses Leading to Registration as a Nurse or Midwife**

**Q21 What arrangements will be made for registered nurses or midwives to follow a programme leading to another registrable qualification?**

A The Purchaser, in determining the numbers within each Contract, will specify a number of places for students entering with advanced standing to both the midwifery and nursing courses by virtue of a previous professional training.

Places for applicants whose non-nursing degree makes them eligible for advanced standing are included within the direct entry figures.

**Q22 Why does the Contract Specification include courses leading to Parts 1, 3, 5, 8 of the UKCC Register?**

A Whilst Enrolled Nurses may convert to first level registration on Parts 12, 13, 14, 15 of the UKCC Register and simultaneously achieve the award of a Diploma of Higher Education in Nursing, some may not wish to do so at this time. Parts 1, 3, 5, 8 of the Register are not closed and stand alone courses leading to them are available for Enrolled Nurses who would prefer to convert their professional qualification and work separately, for the academic award.

**Q23 Will part-time or other curriculum initiatives be encouraged?**

A Yes. The NHS ME will expect Providers to take account of the needs of future employers and local demand in their planning.

**Quality Assurance**

**Q24 What is the role of the NBS within the tertiary education sector?**

A NBS rules, regulations and guidelines apply fully to any institution providing courses run in Scotland which lead to registration or a recordable qualification on the UKCC Register.

Failure to comply with the requirements of the NBS could lead to withdrawal of approval, and consequently breach of the Contract.

The Institution awarded the Contract will be required to gain NBS approval to run courses under its auspices, and to gain approval for each course it proposes to offer. Such approvals are reviewed at intervals by the NBS.

The NBS monitors course provision through the receipt of an annual report, formal and informal visits of its Professional Officers, approval of external examiners and other quality assurance mechanisms relevant to courses run under its regulations. In particular, the devolved responsibility for approval of practice placements, the qualifications of staff teaching nursing and midwifery subjects, and professional accountability for the delivery of courses and the judgement of students' fitness to practice will be important considerations in its role.

**Q25 Will the new Provider have to meet NBS criteria for institutional approval before the contract commences?**

A The new Provider must achieve institutional approval during the Transition Period. The timetable allows an adequate period between the award of the Contract and the acceptance of the first students on the Contract.

**Q26 Would a Further Education College (FEC) require external validation for the Diploma of Higher Education in Nursing and Midwifery courses?**

A Yes. The award of a Diploma of Higher Education or its equivalent must achieve a minimum 300 SCOTCATS points (120 Level 1, 120 Level 2 and 60 Level 3) can only be made by an HEI with award-giving powers.

**Q27 Will the new Provider have to design a completely new course(s) which will require to be validated and approved by September 1996? If not, what programme will be followed?**

A No, not necessarily. If a Provider's Contract involves only one CNM, he may choose to continue that programme for a further year. If the Provider's Contract involves more than one validated course leading to the same outcome, he must make a decision regarding the best approach to adopt for the 1996 intake. A review of the CNM programmes, leading to the development of one adapted common course involving minimal disruption to practice placement areas will be desirable, and should be planned, validated and gain NBS approval during the Transition Period.

Such arrangements should allow staff of all the institutions and the providers of practice placement experience to begin to work together and learn each others' strengths and skills, in order to prepare a fully integrated proposal for validation and approval during year 1 for the 1997 intake(s).

However, Tenderers may have other proposals which will be expounded in the Tender and which could be equally satisfactory in promoting the intentions of the Purchaser for a quality service without undue disruption to the educational process.



**Q28 How will service providers contribute to the quality assurance systems?**

A Service providers will be involved in selection, in approval of practice placement areas, in identifying mentors and in contributing to the assessment of clinical competence of individual students.

Service providers will participate in curriculum monitoring, through established quality assurance systems and liaison meetings between the education and service providers.

At a national level, the NBS has representation from a wide range of service and education staff, and its professional officers visit clinical areas on an ongoing basis.

**Q29 How will the specific needs of differing professional outcomes/competencies be ensured?**

A The NBS requirements include the provision of appropriately qualified teaching staff for the teaching of the professional subjects. Their responsibilities will include support of students during practice placement experience.

The curriculum involves practice experience appropriate to the professional outcome. Practice placement approval depends, in part, on a suitable skill mix in the area, and provision of mentors. The quality assurance systems proposed by the tenderer must assure both the NBS and the Purchaser that these specific needs can be met.

**Q30 Does the Purchaser have a specific quality assurance system that is to be used? If not, what systems will be acceptable?**

A No. There are many checks and balances operating on the quality of provision in the tertiary sector. Moreover, the Provider will also have to meet the requirements of the NBS.

Provided that the proposals for assuring quality meet the requirements identified in the Specification, the Purchaser will approve the system and may accept the Annual Report in a format already required by other bodies.

#### **Practice Placements**

**Q31 How will practice placements be approved and monitored?**

A CNMs currently have mechanisms in place, approved by the NBS, through which they carry out this responsibility. Provider Institutions will be required to have NBS approved systems in place by September 1996. These should take account of the need for co-ordination with other organisations placing students in the area.

Approval and monitoring of placements are normal functions of the teaching staff supporting the programmes and should be incorporated within staffing costs of the Provider.

The Provider is responsible through the Contract for courses of preparation of clinical staff to support students (mentors/preceptors/

supervisors). The release of staff from clinical areas to undertake such preparation is a matter for the health provider.

**Q32 Can Providers go outwith the areas designated in the Contract for practice placements?**

A If, either temporarily or for a longer term, the areas designated in the Contract cannot support the practice placement requirements of the approved programmes, the Provider may seek the Purchaser's approval to negotiate with another Educational Provider for access to experience available in his area. If not already approved, the proposed placement must be audited before use.

**Q33 How will the availability of practice placements be ensured to meet the needs of the contracted courses?**

A NHS Trusts and DMUs are required to contribute to the training of nurses and midwives through the provision of practice placements at no cost to the Education Provider.

The number and nature of practice placements provided by NHS providers will be formally agreed during the Transition Period.

**Q34 How will the continued use of practice placements in widely spread distant geographical areas be achieved?**

A In accordance with the Nursing and Midwifery Student Allowances (Scotland) Regulations 1992, students can claim the excess cost of travel and subsistence incurred during practice placements. These claims have to be countersigned by the Provider, as part of the administration arrangements of the Bursary Scheme. The use of widely spread geographical areas will depend on good liaison between the Provider and the local service providers. The Provider will need to ensure that students placed in a distant site receive appropriate educational support, for which the costs to the Provider are part of the Contract.

**Q35 Will Rostered Service Contribution by students continue?**

A Yes. This is a requirement of all courses leading to Parts 10, 12, 13, 14 and 15 of the UKCC Register.

**Q36 How is access to healthcare areas for teaching staff to be guaranteed?**

A Within the NHS, the obligation to accept students includes the assumption that appropriate access for teaching staff to support students, liaise with mentors and managers, audit and monitor the placements, and maintain and develop their professional practice skills, will be available. This will be monitored through the quality assurance system.

**Q37 How will the Provider ensure the students are competent to practice on completion of their course?**

A The course approval mechanism ensures that the potential is there. The course delivery is subject to regular quality assurance mechanisms. The practice experience is a joint responsibility of experienced staff in the clinical areas, who are primarily responsible for the students' clinical assessment, and the Provider's staff who support the student. Clinical

staff input to the quality assurance systems should ensure that the achievement of competence is consonant with the expectations of a reasonable employer of a newly qualified practitioner, who is still required to be supervised and to have an induction period in the first appointment.

**Q38 Will students and staff of the Provider wear uniform in clinical areas, and how will this be provided?**

A Where the nature of the work undertaken during clinical practice experience is such that the employer's staff wear a uniform, uniforms will be provided by the Provider for both staff and students to meet their requirements.

The style of uniform is a matter for the Provider, taking into account Health and Safety requirements. The Provider will meet the costs of purchase and laundering under the Contract.

If the area in which experience is to be gained has a "no uniform" policy then the Provider must ensure that a dress code acceptable to the managers of the area is adhered to by students and staff.

Staff and students working in healthcare areas will be supplied with an official identification card which must be carried or worn at all times and produced on demand, to ensure that security in these areas is not compromised.

#### **Estate, Fixtures and Fittings**

**Q39 What is happening to the CNM property?**

A Work is currently being carried out in The Scottish Office to provide information on property which will be available for use by the tenderer and the terms of its provision. This information will be issued to Tenderers in March. In the meantime it may help tenderers to note that tenderers are likely to be given the opportunity to purchase or to lease property currently used by CNMs. Such property will include that used for administration and teaching purposes, and also residential accommodation required by students. The information issued to tenderers in March will include a Schedule of Accommodation together with indicative costs. At that stage arrangements will be made for potential tenderers to inspect property of interest so that they can take independent professional advice if they so wish. It will of course be open to providers to prepare a bid based on use of their own property rather than taking over CNM accommodation, although the presumption is that the bulk of CNM accommodation will continue to be used for education purposes, particularly in circumstances where there has been significant capital expenditure on the property. Detailed instructions on moveable property will be issued at the same time.

**Q40 Does the Provider need to maintain a separate inventory of equipment purchased for nursing and midwifery educational activities?**

A Yes. There must be no cross subsidy between the Contract and the other business of the Provider. If the Contract ends, the Purchaser may require the resources (all or part) for a new Provider.

**Q41 Can such equipment be utilised for other purposes during the life of the Contract?**

A Yes.

**Q42 What are the implications for the Provider if the Contract ends, if joint provision eg networking, has been funded (wholly or partly) through it?**

A Some purchases made under the Contract may not be required by the Purchaser or may not be easily released to him. The Provider and Purchaser will negotiate the sums to be paid by the Provider in order that he may retain these resources for his continuing business.

**Q43 How can economies of scale, and the requirement for integration be achieved in the face of the demands for separate accounting?**

A The Purchaser has to be satisfied that the allocation of funds to the Provider has enabled the quality of service under the Contract to be delivered. It is expected that good management practice will result in efficiency in all areas of the services.

**Q44 Will the present provision of locally sited libraries for use by clinical staff continue?**

A Most "locally sited" libraries are close to major practice placement areas, which gives ready access to students on placement and to the staff supporting them. The Provider will identify in his Tender his plans for such sites and the nature of any service to be provided in future.

**Q45 How will the Provider meet the costs of the facilities/resources (eg sports) not currently generally available to students and staff of CNMs?**

A These costs are specifically incorporated into the Invitation to Tender.

#### **Human Resources: Labour Relations**

**Q46 How will the decision be reached re the application of TUPE?**

A Now that contract areas have been determined and each contract specifies the takeover of specific CNMs, it has been established that TUPE applies to all 7 contracts and is a non-negotiable condition of the Contracts.

**Q47 How does TUPE apply: What does it mean to have "terms and conditions no less favourable" than existing ones eg effects on superannuation, mental health officer status, right to retire at 55 years, etc?**

A Where TUPE applies then the employees employed in the undertaking which transfers become the employees of the transferee and the transfer does not operate to terminate their employment. As at the point of transfer they will become the employees of the transferee on the same terms and conditions which govern their employment with the transferor except in relation to membership of occupational pension schemes. However so far as the Secretary of State is concerned he will require to be satisfied that the tenderer proposes to offer pension arrangements to

the transferring staff which are broadly comparable to those available to NHS staff in terms of the NHS Superannuation Scheme.

**Q48 How will the new Provider identify his need for non-teaching staff - will they too be subject to TUPE?**

A Non-teaching staff will also transfer. If, however, only part of their work relates to CNM business, such staff will transfer according to whether or not they have been assigned to the CNM business. In most cases this may be determined by reference to whether the CNM business is the major element of their work.

**Q49 Will staff employed by the new Provider have fixed term or rolling contracts to match the duration of the educational contract?**

A Once transferred, staff will become the employees of the new Provider, retaining their existing terms and conditions. Whether the new Provider seeks to negotiate fixed term or rolling contracts to match the duration of the educational contract or for any other reason will be a matter entirely for the Provider and the staff concerned.

**Q50 Can the Health Board retain staff for its own activities/needs?**

A Whether a Health Board chooses to retain staff for its own activities and needs will be a matter for each individual Health Board. However the staff who transfer by operation of TUPE will be those employed in the undertaking at the time of the transfer. The transferor cannot be required to secure the retention of any particular member of staff in the undertaking so as to include them in the staff transferring.

**Q51 What happens if CNMs linked to a particular contract currently employ more teaching staff than the Services under the Contract require?**

A All staff currently providing the undertaking being transferred transfer to the new employer and may not be dismissed solely because of the transfer, unless this is necessary for economic, technical or organisational reasons. Redundancy benefits for staff transferring must, under TUPE, be identical, or as near identical as possible, to those currently enjoyed.

**Q52 Can NHS employees transferring to the tertiary education sector retain their current trades union membership?**

A Where TUPE applies, the new employer takes over any collective agreements made on behalf of staff which are in force immediately before the transfer, including the recognition of any Trade Union. It is then for the new employer to decide whether it wishes to continue to operate such collective agreements or Trade Union recognition after the transfer.

#### **Copyright and Confidentiality**

**Q53 Who owns the course definitive documents and related student support materials, and what is to happen to these papers and all previous archive material held by CNMs?**

A Copyright is currently owned by Health Boards. All these documents must, however, accompany the current Provider.

**Q54 What is to happen to any course related documentation developed during the Contract Period if the Contract is terminated prematurely?**

A Copies of such documentation must be available to the Purchaser, so that the students' programmes can be completed with minimum disruption.

**Q55 Who owns the copyright to any non-course material developed during the Contract Period (eg academic papers)?**

A If the works were produced as part of the regular academic function copyright would be determined by the conditions of service under which the author is employed.

**Q56 How is the balance between maintaining confidentiality and promoting academic freedom, curriculum development, research and course monitoring to be achieved?**

A Confidentiality relating to personal and individually identifiable specific data is clearly a matter for the Provider, who will ensure that the requirements of the Data Protection Act are observed, and the level of detail utilised within the quality assurance system is consonant with the level of decision-making required. Such detailed information is not a part of the Purchaser's "need to know" and would not be included in annual reports, though collated data will be.

#### **Insurance**

**Q57 What provision is to be made to ensure that vicarious liability is accepted by the NHS providers of practice placement experience for actions of students and the Provider's staff in the reasonable performance of their duties?**

A Current responsibilities in terms of Circular GEN(1992)20 will still apply.

**Q58 Must all non-NHS providers of practice placement experience carry insurance cover for students on placement, and the actions of the Provider's staff during their reasonable periods of access, or is this the responsibility of the Provider?**

A The Provider must ensure that all his staff and students are properly indemnified. This may be either through the acceptance of vicarious liability or insurance cover.

**Q59 How would the effects of any industrial action which interfered with the students' programmes be addressed?**

A Short periods of disruption should be managed within the normal timescale of the students' programme. If the disruption was of such a nature that the length of the students' courses had to be extended, the Provider would need to negotiate with the Purchaser regarding payment for these additional student weeks for the students' bursary support.