**GOVERNANCE OF SPECIALTY TRAINING**

**IN**

**GENERAL PRACTICE**

**September 2020**

**Governance of Specialty Training in General Practice**

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**1. Introduction**

* 1. In August 2011 NHS Education for Scotland (NES) took on employment responsibilities for General Practice Specialty Trainees (GPST) during their time in primary care placements, and in 2018 NES took over the employment of GPSTs in both hospital and General Practice settings. In doing so, NES has assumed potential responsibility for any clinical negligence in the delivery of patient care by a GPST in Primary Care.
	2. Clinical governance of patient care delivered by the practice is the responsibility of the contracted Health Board, and clinical governance while in secondary care lies with the placement board. Any concerns or complaints involving doctors in training are dealt with principally through Practice or Board procedures. NES, as employer, is kept informed of any complaints, and contributes to the process as required. The position in secondary care is laid down in the Employment Responsibilities Agreement between the employing Boards and Placement Boards (see Annex 1)
	3. The Medical Director is the responsible Executive Director, with the Chief Executive acquiring final accountability for any potential liability arising from the care or conduct of the doctor in training. The governance arrangement for management of this risk is considered in the context of the practice environment and the systems of educational and clinical supervision that are required to be in place. This document sets out the Governance arrangements that are in place for General Practice Specialty Training (GPST).

**2. General Practice Environment**

2.1 There is a Scottish General Practice (GP) Training Agreement1 between NHS Education for Scotland and each training practice. This was developed in 2012-13 and covers the requirements for training including the support for clinical governance arrangements. This is attached as Annex 2.

2.2 There is a General Medical Services contract between the majority of GP practices2 and the local Health Board which deals with the delivery of the day to day care of patients as well as standards for premises and members of staff. In a minority of practices, where the health board has taken over the management of the practice and the doctors and staff are employees of that health board, the contract is with the Health Board.

2.3 Practices provide the standard of care laid down in the 2018 General Medical Services Contract.3

2.4 Health Boards have ultimate responsibility for clinical governance of all practices. This is delivered and managed by the local Health and Social Care Partnerships (HSCP) and includes all training practices.

2.5 NES quality management of GP training practices requires that they reach the GMC standards for training4 in order to be approved and subsequently reapproved. Not all GP practices are training practices.

2.6 GP practices have a formal complaints procedure5, the details of which are set out in Annex 3

 All concerns and complaints which involve a GPST are notified to NES and those where the element of the concern or complaint involving the GPST is not resolved to the patient’s satisfaction by the local practice procedure will be further investigated by NES.

2.7 NES’ Patient Complaints Procedure (Annex 4) follows the principles and requirements laid down in the legislation. (Patient Rights (Scotland) Act 2011)6 This provides detailed guidance on how patient complaints arising in general practice must be dealt with in line with legislative requirements, and this would apply to complaints arising from actions of a GPST employed by NES. NES mustreview quarterly any complaints data held and report on this internally and annually to Information Services Division as required.

**3. Educational Supervisors and Supervision**

The Medical Directorate within NES has in place quality management measures which include:

**3.1 Training Environment**

3.1.1 Practices are formally assessed on a three-year cycle. (Annex 5) This involves a review of reports from the Training Programme Directors (TPDs), current and previous GPST and a self-assessment by the training practice. The range of meetings within the practice, communication, office systems, and complaints are all reviewed, in addition to the level of team working in the practice. Examples of meetings include clinical, educational, child protection, business and visits from prescribing advisors. IT and health and safety are reviewed under the Health Board’s policies.

3.1.2 Feedback to the Deanery for all GP placements is provided via the Scottish Trainee Survey (STS). This occurs at the end of each post so may be at 6 months or 12 months depending on the length of the GPST placement. Returns are reviewed within the Deanery and the information is used as part of the practice accreditation process. The GMC National Training Survey (NTS) and STS are used in the Quality Review Panel where all training posts are reviewed both within primary and secondary care.

3.1.3 If concerns arise out with the annual questionnaire cycle the GPST can submit a Notification of Concern to the Deanery which will be acted upon via our established Quality Management processes.

3.1.4 External QA is the responsibility of the GMC. GMC trainee and trainer feedback on GP placements is provided annually to the Deanery through the Deanery Quality Managers and GP leads responsible for Quality Management. Data is collected centrally in the form of a Red / Amber / Green (RAG) report and circulated to Deanery and GP leads to action.

3.1.5 The GMC data and information from the STS is used at the annual Quality Review Panel (QRP) where the quality of training provided for GPST in both hospital posts and in practice are reviewed. Any posts flagged either in primary or secondary care will be investigated and may result in a triggered visit.

**3.2 Educational/Clinical Supervision**

3.2.1 All trained GPs, including Educational Supervisors (ES) undertake an NHS annual appraisal covering all roles including their educational role. As part of the annual appraisal, prescribing, referrals and audits are considered over a five-year cycle. At the appraisal a personal development plan is agreed and peer review of audits and reflection on complaints are encouraged and discussed. Multi-source feedback is part of appraisal and revalidation. In addition to the ES, other GPs within the practice will act as Clinical Supervisors (CS) when the ES is unavailable. This arrangement is reviewed at practice accreditation visits The CSs also undergo the same NHS appraisal processes as the ES.

3.2.2 All trainees in General Practice have a GMC approved trainer as their ES throughout their programme.

3.2.3 To be approved initially as an ES, all prospective GP ES’s must undergo a formal training programme which covers all aspects of GP training including development of skills in assessment and feedback. This results in an end point assessment. Eligibility for acceptance on to the training modules requires submission of a video of consulting which is peer reviewed and must reach an agreed standard. This course maps to current GMC standards for trainers7. All ESs subsequently have regular review and approval as outlined in Annex 6 & 7.

3.2.4 Ongoing data on a GPST’s progress, including workplace based assessments, is collected in the Royal College of General Practitioners (RCGP) e-portfolio. This is reviewed and managed by the Deanery and is the evidence that is considered at the Annual Review of Competency Progression (ARCP). This process is laid out in the Gold Guide for Postgraduate Specialty Training in the UK8

3.2.5 There is external QA of the ARCP process within each Deanery by the RCGP and an RCGP external advisor visits at least one ARCP panel per year to ensure compliance with the process. A report on this visit and the external QA process is sent by the RCGP to the Deanery Annually.

3.2.6 The RCGP also review the quality of the Educational Supervisor Reports (ESRs) and provide feedback to the Deanery who in turn inform the ES’s about the quality of their individual ESRs.

3.2.7 Within the Deanery, the Assistant Directors chair the ARCP panels in regions out with their own to provide additional quality assurance of the Scotland process.

 4. **General Practice Specialty Trainees (GPSTs)**

4.1 From April 2013, all GPSTs who have completed 5 years of training following full GMC registration (normally at the end of year 1 of foundation training) and those who are being awarded their CCT must participate in medical revalidation which is managed through the established ARCP process. This **must** include a self-declaration on probity (convictions and disciplinary actions), health (regulatory and voluntary proceedings) and Patient Safety Incidents (PSIs) including involvement of the doctor in any complaints. This self declaration is subject to review and sign-off by the educational supervisor, and will enable the responsible officer (the NES Medical Director) to make a recommendation for revalidation to the GMC.

4.2 The GP training team has established a reporting mechanism using the Training Programme Director **(**TPD) network for PSIs occurring in practice and involving GPSTs (Annex 8). The GP Training team contact the practices on a monthly basis and request details of all new or ongoing complaints. New complaints are categorised as high or low risk by the Lead Dean Director (LDD). Documentation of such events, the reporting system, and ensuring appropriate action has taken place, is the responsibility of the Lead GP Director and reported to the Medical Director on a quarterly basis.

4.3 The Medical Director is responsible for ensuring that appropriate arrangements are in place to manage any clinical governance concerns arising from issues related to GPST, and discharges this responsibility through joint working with the training practice or NHS Board Medical Director as appropriate. While this responsibility remains with the Medical Director, day to day responsibility is delegated to the Director of Postgraduate General Practice education.

**5. Claims for Clinical Negligence**

5.1 As GPSTs are employed by the NHS, they have Crown Indemnity and any claims against them for clinical negligence would be covered, as part of their work as a GPST, by the NES Clinical Negligence and Other Risk Indemnity (CNORIS) cover. All GPSTs must have additional Medical Defence cover as stipulated in their contract with NES (all GPSTs at their own cost must have additional medical defence cover as stipulated in their contract with NES) and should seek appropriate support from their Defence Union in the event of a complaint. In 2018-19, CNORIS payments to claimants totalled £39.6m, of which NES liability was £63.4k (0.16%).

5.2 The Scottish GP Training Agreement with NES enables GPST to provide clinical care to patients in GP practices, allows access to their records and also stipulates that patient confidentiality is respected and maintained. This includes the avoidance of any patient identifiable information in the e-portfolio.

5.3 There is a reporting mechanism for Patient Safety Incidents (PSIs) as outlined in Annex 8. These PSIs will be discussed in the practice with the ES. The GPST will write a reflective log in their e-portfolio and if required declare these on SOAR. Not all PSIs lead to a formal patient complaint.

5.4 The RCGP curriculum includes training in clinical governance under statement 3.1 and all components are covered by NES10.

**6. Reporting Mechanisms**

6.1 The reporting mechanisms for the governance of specialty training in general practice is embedded in each of the sections within this document.

6.2 General practice training has in place clearly documented relationships between NES and GP ES’s in their practices; and between GPSTs and NES as their employer when in the primary care element of training and also in secondary care. The CS within the practice acts on behalf of the ES, when he/she is not available.

6.3 A summary of the different reporting mechanisms is laid out in this section.

6.4 The monitoring of the employment responsibilities of the Scottish GP Training Agreement is carried out by NES Workforce in conjunction with the GP Administrator responsible for employment issues. This close liaison allows any identified problems with the Training Agreement (e.g. failure to meet specified conditions) to be acted on. Any action taken must always be in collaboration with the Lead GP Director.

6.5 It is a NES responsibility, delivered through the Deanery structure, to ensure that GP Specialty Training is being delivered to GMC standards. For the purposes of this paper GP Specialty Training has been broken down into its component parts – General Practice Educational Environment; Educational/Clinical Supervisors.

6.6 The Deanery, through its accreditation process, quality manages both areas. The Regional Quality Management Groups (RQMG) report to the General Practice Specialty Quality Management Group (SQMG). Reports are shared with the practices and all activity of the SQMG is reviewed annually by the Deanery Quality Management Group (DQMG).

6.7 An external quality review of the ARCP process is undertaken annually by the RCGP. A full report is sent to the Deanery for any relevant action and is shared with the General Practice Specialty Training Committees.

6.8 A monthly reminder is sent to all practices regarding the reporting of complaints involving GPSTs. Complaints and concerns involving GPSTs are reported by the practice to the Deanery and are reviewed by the GP Director. The Medical Director receives a confidential updated report on a regular basis as described in Annexe 3. The complaints log is updated regularly by the Assistant Directors until the complaint is resolved.

6.9 Patient Safety Incidents (PSIs) involving GPSTs are self-reported annually as part of the ARCP process. Through the ARCP, issues must be flagged to the GP Director and reported to the NES Medical Director as described in Annex 8. All GPSTs have to undertake a declaration on SOAR annually as part of their ARCP on probity, health and patient complaints. The GP Director reviews the declarations as part of the revalidation process.

6.10 PSIs are also reported by GPSTs through the Notification of Concern (NOC) route. These are highlighted to the SQMG and follow up action is discussed, agreed, documented and monitored. This route will capture PSIs in both primary and secondary care. Updates are given at the SQMG meetings.

6.11 The GP Director reports to and is a member of Medical Directorate Executive Team (MDET).

6.12 The GP Director is also a member of the GP, Occupational Medicine and Public Health and Broad-Based training (BBT) Specialty Training Board (STB) which reports directly to MDET.

6.13 The GP Director chairs the SQMG and the QRP.

 **October 2020**

**Annex 1**

**AGREEMENT OF EMPLOYMENT RESPONSIBILITIES**

**BETWEEN**

**Employing Boards AND**

**Placement Boards**

|  |  |
| --- | --- |
| **Version**  | **Date**  |
| **1.0**  | **1/3/2017**  |
| **1.1**  | **8/3/2017**  |
| **1.2**  | **14/3/2017**  |
| **1.3**  | **7/4/2017**  |
| **1.4**  | **11/4/2017**  |
| **1.5**  | **18/04/2017**  |
| **1.6**  | **03/05/2017**  |
| **1.7**  | **09/05/2017**  |
| **1.8**  | **21/07/2017**  |
| **1.9**  | **17/05/2018**  |

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**INTRODUCTION**

The Health Boards, special health boards and other NHS Scotland bodies undersigned are each constituted under the National Health Service (Scotland) Act 1978 (together the “parties”, individually a “party”);

NHS Education for Scotland (“NES”) has national regulatory responsibility for ensuring that all doctors in training receive appropriate training and are allocated suitable placements in which to further their training. The detail of these responsibilities is agreed with territorial Health Boards in the Service Level Agreement (‘the SLA’)[[1]](#footnote-1);

NES, Employing and Placement Boards and any other Health Board designated as a local education provider[[2]](#footnote-2) have mutual responsibilities and obligations in respect of postgraduate medical education and training. In the case of postgraduate medical training these arrangements are documented in the SLA;

The Medical Director of NES is the Responsible Officer[[3]](#footnote-3) for all doctors in training in Scotland. NES therefore has requirements of both the Employing Board and the Placement Board to enable NES to discharge its statutory responsibilities. These are set out in this Agreement;

A Board (the “Employing Board”) will have the responsibility in law to act as the employer of each Doctor in Training;

Completion of a Training Programme may require placement of a Doctor in Training in a post outside of his/her Employing Board, in order to allow him/her to gain certain experience or skills. During such placements the Doctor in Training will be performing work day-to-day for another Health Board (the “Placement Board”);

This document is intended to represent a clear undertaking by the Employing Board and Placement Board to discharge the responsibilities outlined in the agreement. In signing this agreement, NES is re-committing itself to its responsibilities and obligations for postgraduate medical education, as set out in the SLA with Boards.

THEREFORE the parties agree as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1. In this Agreement, the following expressions shall, unless otherwise specified or the context otherwise requires, have the following meanings: -

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| **“Agreement”**  | means this agreement and the Appendices hereto (each as amended from time to time);  |
| **“Appendix”**  | means an appendix to this Agreement (as amended from time to time), “**Appendices**” will be construed accordingly;  |
| **“CEGPR”**  | means a **Certificate of Eligibility for General Practice Registration** awarded after an applicant has successful applied to have their training, qualifications and experience assessed against the requirements for the CCT in General practice;  |
| **“Certificate of Completion of Training” or “CCT”**  | means a **Certificate of Completion of Training** awarded after successful completion of a specialty training programme, all of which has been prospectively approved by the GMC (or its predecessor body, PMETB); |
| **“CESR”**  | means a **CESR Certificate of Eligibility for Specialist Registration** awarded after an applicant has successfully applied to have their training, qualifications, and experience assessed against the requirements for the CCT in which they have undertaken training (as this is a guide for those in UK training, reference has not been made to those applying in a non CCT specialty; for details of this evaluation please refer to the GMC website);  |
| **“Code of Practice”**  | means the Code of Practice – Provision of Information for Postgraduate Medical Training [(CEL 10 (2014))](http://www.sehd.scot.nhs.uk/mels/CEL2014_10.pdf);  |
| **“Contracting Boards”**  | means both the Employing Board and Placement Board in respect of a particular Placement Agreement;  |

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| **“Core Group"**  | means the Medical and Dental Shared Services Core Group, role and remit listed in Appendix A;  |
| **“Doctor in Training”**  | means a doctor employed by the Employing Board as either (i) a Foundation doctor in training or (ii) a specialty trainee;  |
| **“Employing Board”**  | means the Party which is the employer in respect of a Doctor in Training who is the subject of the relevant Placement Agreement;  |
| **“Employment Contract”**  | means the contract of employment between an Employing Board and a Doctor in Training;  |
| **“Employment Responsibilities”**  | means those duties listed in Appendix B;  |
| **“Equal Opportunities** **Requirements”**  | means the duties placed upon the Contracting Boards and NES as described in Clause 15;  |
| **“Foundation Doctor in** **Training”**  | means a doctor in training in the first two years of Postgraduate training following graduation from medical school in the UK. The first year (F1) leads to full registration with the GMC whilst the successful completion of the two-year programme enables the trainee to apply for specialty training programmes;   |
| **“General Medical** **Council” or “GMC”**  | means the body corporate described by Section 1 of the Medical Act 1983, as amended;  |
| **“Gold Guide”**  | means the most recent edition (currently 6th edition) of the reference guide published by the Conference of Postgraduate Medical Deans of the United Kingdom on behalf of the four UK Departments of Health;  |
| **“Health Board” or** **“Board”**  | means a body constituted under the National Health Service Scotland Act 1978 (as amended);  |
| **“Independent Panel”**  | means a panel convened in terms of Appendices G and H;  |
| **“Joint Local Negotiating** **Committee”**  | means the regular meetings between the Local Negotiating Committee (made up of elected local representatives who meet with local  |

management to negotiate on behalf of medical and dental staff of all grades employed within an organisation) and senior management;

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| **“Local Education** **Provider” or “LEP”**  | means a body approved under the relevant GMC standards to provide training in an area of medical practice. LEPs are the organisations responsible for the learning environment and culture (usually clinical) in which training is taking place, whether in primary, secondary, community or academic placements. LEPs include health boards, NHS trusts, independent sector organisations and any other service providers that host and employ medical students and doctors in training;   |
| **“Medical Director”**  | means the executive Medical Director of the Health Board or Special Health Board referred to;  |
| **“NES”**  | means NHS Education for Scotland, a special health board constituted under and in terms of the National Health Service (Scotland) Act 1978, as amended;  |
| **“New Deal”**  | means the New Deal for Doctors in Training ([HDL 2000 (17)](http://www.newdealsupport-wp.scot.nhs.uk/wp-content/uploads/2011/06/HDL2000_17New-Contract.pdf); CEL(2008)17);  |
| **“Party”**  | means a party to this Agreement, “**Parties**” will be construed accordingly;  |
| **“Placement Agreement”**  | means an agreement made in terms of this Agreement between two or more Parties in respect of one employee;  |
| **“Placement Board”**  | means the Party providing a training placement to the Doctor in Training (who is not their employee) under the relevant Placement Agreement;  |
| **“Placement Board** **Patient”**  | has the meaning given in Clause 6.1.1;  |
| “**Placement Responsibilities**”  | means those duties listed in Appendix C;  |

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| **“Programme of Training”**  | means a managed educational experience. As defined by the GMC. “A programme is a formal alignment or rotation of posts which together comprise a programme of training in a given specialty or subspecialty. A programme may either deliver the totality of the curriculum through linked stages in an entirety to CCT, or the programme may deliver different component elements of the approved curriculum”. The GMC approves programmes of training in all specialties, including general practice, which are based on a particular geographical area (which could cover one or more recruiting organisations). They are managed by a training programme director (TPD) or their equivalent. A programme is not a personal programme undertaken by a particular trainee;  |
| “**Postgraduate Dean**” | means the individual responsible for the strategic overview and quality of postgraduate training;  |
| “**Protection of Vulnerable** **Groups**” or “**PVG**”  | means the statutory scheme created by the Protection of Vulnerable Groups (Scotland) Act 2007, as amended;  |
| **“Responsible Officer”**  | means a responsible officer nominated in accordance with the Responsible Officer Regulations;  |
| **“Responsible Officer** **Regulations”**  | means the Medical Profession (Responsible Officer) Regulations 2010, SI 2010/2841, as amended or such similar secondary legislation as may replace them;  |
| **“Service Level** **Agreement” or “SLA”**  | means suchseparate agreement(s) as one or both Contracting Board(s) has with NES;  |
| **“SMT HR Subgroup”**  | means the group composed as described in Appendix A;  |
| **“Specialty Trainee”**  | means a doctor in training after completion of the Foundation programme for a Foundation Doctor in Training, applying to trainees who have entered this training from August 2007 to undertake a specialty training programme approved by the GMC. As distinct from  |

specialist training, which applies to trainees appointed before August 2007;

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| **“Turas”**  | means the Training Management system for the Scotland Deanery. Turas is an online system designed for maintaining information on NHS Scotland Medical and Dental Trainees, Trainers, Programmes, Educational Providers and Study Leave;  |
| **“Working Time**  | means the Working Time Regulations 1998, SI 1998/1833, as amended;  |
| **Regulations**[[4]](#footnote-4)” or “**WTR**” |

 1.2. In this Agreement, unless otherwise specified or context otherwise requires: -

1.2.1. In respect of an individual employee, one Health Board will act as the Employing Board and will be subject to the obligations, and entitled to the rights, given to the Employing Board below.

1.2.2. A separate Health Board from the Employing Board may, from time to time, act as the Placement Board in respect of that employee for a period to be agreed between the Contracting Boards concerned.

1.2.3. The Employing Board may require the Placement Board to act on its behalf in relation to certain of the duties incumbent upon the Employing Board.

 1.2.4. Where the parties agree the placement of an employee, that agreement shall

constitute the placement agreement (“Placement Agreement”) in respect of that employee in accordance with the terms detailed below.

1.2.5. NES is a party to this Agreement and to all individual Placement Agreements and has the obligations and rights given to NES below.

1.2.6. In particular cases, and subject always to the agreement of NES, NES may additionally assume the role of Employing Board, in such cases NES will be subject to the obligations, and entitled to the rights, given to the Employing Board in respect of that employee in addition to the obligations and rights given to specifically NES.

1.2.7. The policies and procedures (as reviewed and amended from time to time) which are referred to in this Agreement and its Appendices are deemed to be incorporated into the terms of this Agreement.

1.2.8. The Contracting Boards may in respect of some or all of their Placement Agreements, from time to time, agree in writing to incorporate further policies and procedures (as reviewed and amended from time to time) into this Agreement;

1.2.9. The obligations and rights of the parties under this Agreement are additional to those granted or assumed in any separate SLA between either or both of the Contracting Boards and NES or the Placement Board and NES, as to the delivery of postgraduate medical training;

 1.2.10. Reference to a gender includes other genders and the neuter;

1.2.11. Any reference to a Clause or Appendix is, except where expressly stated to the contrary, reference to the relevant Clause or Appendix of or to this Agreement

and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Appendix in which it appears;

1.2.12. Clause, Appendix and section headings are included for ease of reference only and shall not affect the interpretation of this Agreement;

 1.2.13. Unless context otherwise requires, the singular includes the plural and *vice versa;*

 1.2.14. References to writing include emails;

 1.2.15. References to statute include all subordinate legislation made thereunder;

1.2.16. References to statute and subordinate legislation are references to such statutes or pieces of subordinate legislation as amended;

1.2.17. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**2. DURATION OF THE AGREEMENT AND VARIATION OF THE AGREEMENT**

2.1. The Agreement shall take effect from the date on which the Party subscribed hereto and shall continue to have effect in respect of that Party until such time as the Party notifies the other Parties in writing of its withdrawal from the Agreement.

2.2. It is anticipated that all parties will commit to and continue with the terms of the Agreement subject to agreed changes and in the event that a continuation of this Agreement or amended Agreement is agreed by the relevant parties, no further signing of the document will be required. Subject to agreements between Boards and Board Governance arrangements if required, any changes to the Agreement will be formally recorded in a minute of the Core Group.

 2.3. The Agreement will apply in perpetuity unless something substantive changes.

2.4. In the event of ceasing to be a Local Education Provider as described by the GMC, the Placement Board or Employing Board will cease to be covered by the terms of this Agreement. In such cases, NES and the Contracting Boards shall work together to agree transitional arrangements in regards to any Doctors in Training effected by this change.

**3. CREATION AND DURATION OF A PLACEMENT AGREEMENT**

3.1. A Placement Agreement in respect of a Doctor in Training shall take effect on the day on which the Contracting Boards agree that the Doctor in Training should be placed with the Placement Board.

3.2. A Placement Agreement will continue in effect for such time as the Contracting Boards agree.

**4. DESCRIPTION OF EMPLOYMENT RESPONSIBILITIES**

4.1. The Employing Board will have the Employment Responsibilities set out in Appendix B,

 4.2. The Placement Board will have the Placement Responsibilities set out in Appendix

B*,*

4.3. The costs of the Placement Agreement will be handled by the Employing Boardin accord*a*nce with Financial Arrangements to be agreed between the Employing Board and Placement Board, in relation to the areas of expenditure set out in Appendix C*.*

4.4. The Placement Board will handle charges raised by the Employing Board in accordance with the Financial Arrangements set out in Appendix C.

4.5. The Employing Board and Placement Board will agree Standard Operating Procedures for the employment of Doctors in Training in respect of the Employment Responsibilities set out in Appendices B and C, which Standard Operating Procedures may be amended by the Employing and Placement Boards, from time to time. The Standard Operating Procedures may include agreement between the Employment and Placement Boards that the Placement Board will carry out certain of the Employment Responsibilities incumbent upon the Employing Board, on its behalf.

**5. RESPONSIBILITIES OF THE EMPLOYING BOARD**

5.1. In addition to the regulatory standards and educational governance responsibilities detailed in any applicable SLA, the Employing Board will:

5.1.1. Use all reasonable endeavours to ensure that NES is able to discharge its responsibilities under the Responsible Officer Regulations by sharing in confidence with the Responsible Officer or delegates any concerns which might be relevant to the fitness to practise of a Doctor in Training. For further detail on the discharge of Responsible Officer responsibilities see Appendix D;

5.1.2. Have a GMC registered and licensed doctor who, in conjunction with HR, can take responsibility for any investigation or disciplinary procedures involving Doctors in Training on behalf of the Employing Board and who can liaise with the appropriate NES Postgraduate Dean or Medical Director regarding any fitness to practise and/ or revalidation issues that may need consideration for referral to the GMC and/ or other relevant regulatory Bodies.

**6. RESPONSIBILITIES OF THE PLACEMENT BOARD**

6.1. In addition to the regulatory standards and educational governance responsibilities detailed in any SLA, the Placement Board, as a LEP, will:

6.1.1. Engage the Doctor in Training for the purposes of providing care to patients for whom the Board is responsible (“Placement Board Patients”);

 6.1.2. Provide the Employing Board with such information and assistance as it may

reasonably require to carry out its obligations as the employer of the Doctor in Training and ensure that such information is accurate in all material respects;

6.1.3. Meet the requirements of the ‘New Deal’[[5]](#footnote-5) and the Working Time Regulations[[6]](#footnote-6) (WTR) or any other such responsibilities placed on an employer by legislation and/ or Scottish Government applicable to the hours of work of the Doctors in Training on placement;

6.1.4. Assume responsibility for operational support to the Doctor in Training whilst on rotational placement;

6.1.5. Ensure that the Doctor in Training is not required to do anything that does or could breach their Employment Contract;

6.1.6. Assume responsibility for claims of personal injury or clinical negligence arising from the acts and omissions of a Doctor in Training performing duties whilst based at the Placement Board. The Employment Board will not be held responsible by the Placement Board for any cost, expense, damage or loss incurred by the Placement Board in respect of any such claim.

6.2. The Placement Board will not have authority to vary the terms of the Employment Contract or make any representations to the Doctor in Training in relation to the terms of their Employment Contract.

**7. POSTGRADUATE MEDICAL TRAINING – NES RESPONSIBILITIES**

 7.1. Where NES agrees to act as an Employing Board in respect of a Doctor in

Training, NES will be subject to the liabilities of an Employing Board.

7.2. Additionally, NES has overarching responsibilities for postgraduate medical education and training as set out in the GMC Quality Improvement Framework[[7]](#footnote-7), and Standards8.

7.3. The full scope of NES’ responsibilities are described in the *Service Level Agreement: Arrangements to Support the Delivery of Undergraduate and Postgraduate Medical Education and Training in Scotland*, the terms of which are is incorporated into this Agreement and any Placement Agreement created thereunder.

7.4. For the avoidance of doubt, and subject always to the terms of the SLA cited at Clause 7.3, the responsibilities of NES in discharging its role for postgraduate medical education and trainee programme management are to:

7.4.1. Enter into a separate *Service Level Agreement: Arrangements to Support the Delivery of Undergraduate and Postgraduate Medical Education and Training in Scotland* with the Local Education Providers (these will include Employing Boards and Placement Boards).

7.4.2. Provide such information as the Employing Board and/ or Placement Board may reasonably request to discharge agreed Employment Responsibilities or Placement Responsibilities, including information covered in Appendix D (Responsible Officer Responsibilities), and ensure that it is accurate in all material respects.

7.4.3. Agree indicative overall Training Establishment with Scottish Government Health and Social Care Directorate and calculate anticipated vacancy numbers for recruitment by specialty taking account of all available information, publishing total vacancy numbers and approval to fill vacant posts through approved advertising arrangements.

7.4.4. Use agreed UK systems to provide Health Boards with detailed information on the total number of training placements broken down by Placement Board and including total number of posts open and total number of posts unfilled.

7.4.5. Undertake an offer of training programme process (using agreed UK systems) to successful applicants within agreed timescales, confirming to Health Boards via agreed UK systems the firm acceptances of training programme offer and advise of training programme allocation.

 7.4.6. Issue Training Agreements to Doctors in Training.

7.4.7. In line with General Data Protection Regulations, ensure that Doctors in Training are fully aware of the legal basis for appropriate and relevant information sharing of data with and between the Employing Board, Placement Board and NES for the purposes of enabling the doctor in training to undertake the programme of training, including employment.

7.4.8. Input training programme and educational information onto Turas and ensuring it is kept up to date.

7.4.9. Provide Employing Board and Placement Board with the appropriate level of access to information held on Turas to enable each to:

1. Confirm Doctors in Training who have accepted the offer of a relevant training programme;
2. Enable pre-employment checks to be commenced by the Employing Board;
3. Enable Placement Boards to allocate Doctors in Training to appropriate posts;
4. Enable Placement Boards and Employing Boards to update relevant

information once the Doctor in Training is in employment or on placement; (v) Ensure that the data on Turas is accurate and kept up to date.

7.4.10. Arrange regular meetings as required between Employing Boards, Placement Boards and NES.

7.4.11. Where appropriate, approve applications for unpaid leave and out of programme experience, training, research and career breaks as provided for by the Gold Guide.

7.4.12. Where appropriate, approve applications for less than full time training [http://www.scotlanddeanery.nhs.scot/trainee-information/less-than-full-timetraining-ltft/](http://www.scotlanddeanery.nhs.scot/trainee-information/less-than-full-time-training-ltft/)

7.4.13. Ensure the Placement Board is involved in discussions and decisions regarding impact on local service provision and rotas.

7.4.14. Advise Employing Board of any agreed changes to terms and conditions (e.g. increase/ decrease in hours).

7.4.15. Where appropriate, approve inter regional transfers within the Scotland Deanery or inter-deanery transfers out with Scotland.

7.4.16. Advise the Employing Board and Placement Board of any fitness to practise concerns held by the Responsible Officer or delegates (Appendix D).

7.4.17. Ensure that trainee records are kept updated at all times and that training matters that have implications for the Employment Contract are effectively communicated to all staff concerned within the Employing Board – e.g.

ARCP 3 – additional training time required.

ARCP 4 – release from the training programme. This outcome must be approved by the medical Postgraduate Dean who will notify the trainee in writing of their release from the training programme.

ARCP 6 - recommended as having completed the training programme and for award of a CCT or CESR/CEGPR.

7.4.18. Provide the Protection of Vulnerable Groups (PVG) checking service for all Doctors in Training across Scotland.

7.4.19. Act as the sponsor for all specialty trainees and Locum Appointments for Training who require Tier 2 visa sponsorship.

**8. MUTUAL RESPONSIBILITIES AND OBLIGATIONS**

8.1. The Parties hereby warrant and undertake to each other that they have full capacity and authority and all necessary licences, permits and consents to enter into, perform and fulfil their obligations and responsibilities under this Agreement. Except as set out in this Agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

8.2. The Parties will inform each other as soon as reasonably practicable of any other significant matter relating to the Doctor in Training or their employment. In accordance with agreed procedures and protocols (Appendix E).

8.3. NES will ensure that Turas data is maintained as appropriate and according to identified roles and responsibilities. The other Parties shall use all reasonable endeavours to assist NES in maintaining the accuracy of Turas and in line with the Information Governance Policy (Appendix E).

8.4. The Parties will co-operate with each other in the fulfilment of their respective obligations.

8.5. Each Party shall provide representatives to regularly attend and participate in working groups as required from time to time.

**9. AGREEMENT, REVIEW AND MANAGEMENT**

9.1. The delivery of the employment responsibilities of this Agreement will be reviewed by the Employing Board and the Placement Board.

9.2. The Core Group will direct and oversee the outputs from the SMT HR Subgroup in order to inform the decision making and governance role of the Core Group.

9.3. The Core Group will ensure that actions arising from implementation of this Agreement are communicated to Chief Executives so that these actions can be included in Regional Delivery Plans.

9.4. As and when requested, the outcomes of reviews of this Agreement will be shared with other groups, including the Chief Executives Group, Scottish Association of Medical Directors and the HR Directors Group.

9.5. The Directors of HR from the Employment Board and Placement Board, and the NES Medical Director will be formally accountable for the delivery of responsibilities in this Agreement and the particular Placement Agreements made under it. The Contracting Boards and NES will appoint another employee who will represent that Party on a day-to-day basis.

9.6. In the event that any individuals in terms of this Clause 9 are replaced, their successor will assume their role and responsibilities for this Agreement. The

Parties in question will notify the other two Parties of the identity of the successor.

**10. LIABILITY AND GOVERNANCE ARRANGEMENTS**

 10.1. All Health Boards and NES are members of and contribute to the Clinical

Negligence and Other Risks Indemnity Scheme (“CNORIS”). The Placement Board accepts clinical liability for Doctors in Training placed with them to provide care to patients under the control and direction of the Placement Board.

10.2. Central to this agreement is the sharing of financial risk between employing Boards and placement Boards as detailed in Appendix F and Appendix G and in the agreed Standard Operating Procedures.

10.3. The Placement Board will be responsible for litigation claims arising from, or contributed to, by the acts or omissions of the Doctors in Training placed with the Placement Board, including, but not exclusively, in respect of patients whose care is the responsibility of the Placement Board. NES or the Employing Board will not be liable for any such claims. The only exception to this will be in the event of the Placement Board contending that the Employing Board and/or NES is wholly or partially liable for the acts or omissions giving rise to the litigation. If the Placement Board considers that this is the case, then the Parties will follow the agreed protocol described in Appendix F.

10.4. As the provider of clinical care, the Placement Board has responsibility for clinical governance issues arising during the course of the placement of the Doctor in Training with the Placement Board.

10.5. If a Doctor in Training brings a claim against any of the Parties, the Parties will follow the agreed protocol described in Appendix G for the handling of legal claims. The Parties accept the provisions and responsibilities described in this Agreement result in a sharing of risk and that liability may be apportioned as described in Appendix G.

10.6. The Employing Board may be held vicariously liable for the acts and/or omissions of its employees. The Employing Board will work with the Placement Board to investigate any such issues and take appropriate action.

10.7. The Placement Board will not place at issue in any personal injury or clinical negligence litigation arising out of the acts or omissions of a Doctor in Training placed with them, the employment status of that Doctor in Training.

10.8. The Doctor in Training engaged by the Placement Board to provide clinical care to patients within the Placement Board will have appropriate access to the Placement Board’s patient records, in accordance with the Placement Board’s Information Governance Policy.

10.9. The Doctor in Training may be suspended by the Employing Board if the Placement Board has concerns about his/her fitness to practise. This will be done in accordance with an agreed Standard Operating Procedure. In any case where NES becomes aware of concerns about the fitness to practice of a Doctor in Training, these will be brought to the attention of the Employing Board and Placement Board. In circumstances where there is an urgent and immediate need to remove the Doctor in Training from his duties, the Placement Board may suspend the Doctor in Training from the workplace, this will be in accordance with the agreed Standard Operating Procedure referred to above.

10.10. The NES Director of Medicine is the Responsible Officer for all doctors in training for the purposes of the Responsible Officers Regulations.

10.11. The Contracting Boards will comply with the NES policy on Management of Doctors in Difficulty and such concerns will be managed using the Performance Support Unit Framework[[8]](#footnote-8) and, where appropriate, from an employment perspective, the National Doctors in Difficulty: Performance/ Competence Policy.

 10.12. Doctors in Training are required to comply with all aspects of Good Medical

Practice. Doctors in Training will be required to comply with the Placement Board Policy on patient confidentiality (Appendix E). Responsibility for compliance with these issues rests with the Placement Board Caldicott Guardian.

10.13. Formal review of Placement Board and Employing Board activity in relation to educational quality and governance matters will be in accordance with GMC [Promoting Excellence:](http://www.gmc-uk.org/Promoting_excellence_standards_for_medical_education_and_training_0715.pdf_61939165.pdf) Standards for Education and Training (2016). The responsibilities of all parties are described in the Quality Standards which support the performance framework set out in the applicable SLA.

**11. DISAGREEMENTS**

11.1. The Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement or any dispute arising from a Placement Agreement, in particular, this section also applies to disputes arising other than those arising from or relating to legal claims that are covered by Clause 10 (Liability and Governance Arrangements).

11.2. Where a disagreement between the Contracting Boards and/or NES occurs, which relates to this Agreement or a Placement Agreement, the Parties concerned will attempt to resolve the issues promptly through discussion amongst those individuals identified in Clause 9.5.

11.3. Where the individuals identified in Clause 9.5 have not been able to resolve the disagreement within 14 days then the matter will be escalated within each organisation with every attempt taken to resolve the issues without any undue delay.

11.4. If the matter cannot be resolved and the disagreement pertains to HR policy interpretation, then the parties concerned should remit the matter to the employing Board Director of Workforce. If this is unsuccessful the matter should be escalated to the Medical Directors in the Contracting Boards. If the Medical Directors are unable or conclude it is inappropriate to reach a determination, the matter will be referred to the Chief Executives of the parties in dispute to reach a resolution. The joint decision of the Chief Executives is final.

11.5. In the event of disagreement relating to any matter of postgraduate medical education, NES will provide mediation, direction and support as appropriate. For matters reserved to NES in its statutory role in respect of Postgraduate Medical education and trainee programme management, the decision of NES is final.

**12. INFORMATION SHARING AND CONFIDENTIAL INFORMATION**

12.1. Each Party shall at all times use its best endeavours to keep confidential, and ensure that its employees and agents keep confidential any information obtained in relation to the business and affairs of any other Party, except where required by the General Medical Council. Subject to Clause 12.2 below or as mandated by legislation or any requirements to provide information to the General Medical Council, no Party shall disclose such information except with the prior consent of the Party concerned.

12.2. All Parties are subject to the Freedom of Information (Scotland) Act 2002 (the “Act”). The Parties will not disclose the information obtained in relation to the business and affairs of any other Party where such information is exempt information under the Act. Where the information is only potentially exempt, Parties will take reasonable measures to consult the Party to whom the information belongs before proceeding with any disclosure, subject always to the statutory time limits.

12.3. A disclosure by a Party in accordance with an Act of Parliament or legislation made under it or in compliance with a Court Order shall not be deemed a breach of confidence.

12.4. The obligations of each Party shall continue without limit in point of time but shall cease to apply to any information obtained that is put into the public domain otherwise than by either Party breaching its obligations.

**13. DATA PROTECTION**

13.1. In carrying out its obligations under the Agreement, each Party shall comply in all material respects with all current data protection legislation, including the General Data Protection Regulations. All parties accept that for the purposes of this Agreement, all Parties may be both Data Controllers and Data Processors, as defined in the Regulations and shall carry out their responsibilities accordingly.

**14. AUDIT**

14.1. The financial arrangements in relation to NES (in its role in respect of postgraduate trainee education and programme management), the Employing Board and the Placement Board activity will be subject to both the internal and external audit arrangements contained in the Standing Orders/Financial Instructions of each organisation.

14.2. NES, the Employing Board and/or the Placement Board will action, as appropriate, recommendations made by any internal or external audit reports.

**15. COMPLIANCE WITH LAW, HEALTH & SAFETY, UNLAWFUL DISCRIMINATION, BULLYING & UNDERMINING, AND WHISTLEBLOWING**

15.1. The Employing Board will ensure that the employment policies and procedures applicable to Doctors in Training listed in Appendix E are fair and reasonable, and will comply with current NHS best practice and UK employment law, GMC Standards and any other relevant legislation. The Employing Board will ensure

that Doctors in Training contracts of employment comply and accord with, and are updated to reflect any changes to the nationally agreed Terms and Conditions of Service[[9]](#footnote-9) or any other nationally or locally agreed terms and conditions of employment for Doctors in Training.

15.2. The Placement Board will ensure that all its local policies and procedures (as set out in Appendix E) applicable to Doctors in Training whilst working in a placement are fair and reasonable, and will comply with current NHS best practice, UK employment law, GMC Standards and any other relevant legislation.

15.3. In discharging the responsibilities in this Agreement, the Employing Board, Placement Board and NES adhere to the legal requirements set out in the Equality Act 2010, the Equality Act 2010 (Specific Duties) (Scotland) Regulations 2012 and any subsequent relevant regulations or statutory requirements.

15.4. The Employing Board and Placement Board shall comply with all applicable law, statutes, statutory instruments, regulations and all guidance issued by the Scottish Government Health and Social Care Directorate or other regulatory body relevant to their respective responsibilities.

15.5. The Placement Board shall take all reasonable steps to secure that its employees, workers, agents and sub-contractors employed or involved in the delivery of the responsibilities do not unlawfully discriminate nor bully, undermine or harass Doctors in Training. The Placement Board confirms it has policies in place intended to prevent any such discrimination, bullying and/or harassment.

15.6. The Placement Board is responsible for ensuring that it has the appropriate mechanisms in place to confirm that the hours of work of Doctors in Training meet the requirements of both the Working Time Regulations (as subsequently amended) and the New Deal or any other such responsibilities placed on an employer by legislation and/ or Scottish Government. Doctors in Training may appeal to the Placement Board against the pay band supplement payable under the New Deal contract using the Banding Appeals Protocol[[10]](#footnote-10).

15.7. Any potentially qualifying disclosure under the Public Interest Disclosure Act 1998 made to the Employing Board, the Placement Board or NES by a Doctor in Training, will be afforded the terms and protections of the Whistleblowing Policy of the Party to whom disclosure is made in the first instance. Parties will keep the Employing Board advised of the progress of their response to potentially qualifying disclosures. The Parties will co-operate with each other in the fulfilment of their respective obligations.

15.8. Except as otherwise agreed, the Parties will each bear their own costs and expenses incurred with their obligations under this Agreement.

15.9. This Agreement will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in this Agreement. None of the parties will have, nor represent that it has, any authority to make any commitments on either of the other Parties’ behalf.

**APPENDIX A: TERMS OF REFERENCE – MEDICAL and DENTAL SERVICES CORE GROUP**

**Medical and Dental Services Core Group (‘Core Group’)**

Remit: With reference to Regional Delivery Plans, strategic oversight of implementation of employment model.

Membership:

* Project Sponsor/ Lead (Annie Ingram)
* Chief Executive (Caroline Lamb)
* Director of Workforce (Dorothy Wright)
* Divisional Medical Director (Jane Burns (Acute))
* Medical Director (Jennifer Armstrong)
* Scottish Government (Daniel McDonald)
* SMT Chair (Linda Donaldson)
* SMT Representative (Marlene Fraser)
* SMT Representative (Kenny Tracey)
* BMA (Niall Hermiston)
* Workforce Planning (Derek Philips)
* Payroll Representative (May Elphinstone)
* SJDC Representative (Myra McAdam)
* SJDC Representative (deputy) (Fahd Mahmood)
* General Manager (Training Management, NES) (Anne Dickson)
* Specialist Lead (Medical Trainees) (Morag McElhinney)
* Head of Resourcing (Jenni Duncan)
* Head of HR (Susan Coull)

Accountable to: Chief Executives Group.

Reporting to: Chief Executives Group, Directors of HR Group (when appropriate), Scottish

Government (when requested), and Scottish Association of Medical Directors (when requested).

Regulation: This group is regulated by Staff Governance Standard, PIN Guidelines, Standing Financial Instructions, Terms and Conditions, employment legislation.

Meeting Frequency: Monthly

Secretariat: Project Lead PA.

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**APPENDIX B: EMPLOYING BOARD EMPLOYMENT RESPONSIBILITIES SPECIFICATION**

In addition to adherence to Promoting Excellence Standards, updating and amending policies in line with GMC guidance, promoting adherence to ‘Good Medical Practice’ and working within NES Policies in relation to training standards and processes as detailed in the SLA, this Appendix describes the areas of responsibility of the Employing Board and Placement Board. The Employing Board may request that the Placement Board, or other body, carry out certain of these responsibilities on its behalf. The Employment and Placement Board will agree Standard Operating Procedures (which may be amended with agreement of the relevant Parties from time to time), to ensure that the detailed responsibilities of each Party is clear.

**Employing Board**

1. Recruitment of Doctor in Training
2. Pre-employment checks
3. Issue contract to Doctor in Training
4. Maintain up to date employment and payroll records
5. Provide access to OHS
6. Provision of payroll services
7. Operational HR in respect of Doctors in Training, including monitoring of absence and leave records
8. Management of disciplinary, grievance, Dignity at Work and other internal processes 9. Ensure that the Doctor in Training has a safe place and system of work

**Placement Board**

1. Provision of safe working and training environment
2. Induction
3. Provision of information in relation to hours worked to Employing Board
4. Monitoring of working hours and management of complaints and appeals in relation to Banding
5. Provision of information to Employment Board, to allow contractual and legal obligations to be fulfilled in respect of Doctor in Training.

**APPENDIX C: FINANCIAL ARRANGEMENTS**

|  |  |  |
| --- | --- | --- |
| **Action**  | **Standard**  | **Dependent upon**  |
| 1.1 The Employing board will use the Payment on Behalf process to recharge the Placement Board for the full payroll Gross Charge in relation to the Trainees currently on rotation within the placement board. The charge will include payroll allowances or deductions which relate to the trainees e.g. travel expenses.  | By the 1st working day of the month following payroll  | Timely and accurate information on rotation/placement details being received from employing boards.  |
| 1.2 The Employing board will provide available backup for all charges in relation to the Trainees to ensure that the Placement Board can agree the Payment on Behalf charges. This will include a standard payroll report as well as allowances and deductions information. The Employing Board will respond to any Placement Board queries that may arise in a timely manner.  | In line with Payroll deadlines. No later than the end of the calendar month.  | Timely submission of instructions from Placement Board. |
| 1.3 The Placement board will notify the Employing Board of any banding supplements to be applied and provide timely notification of amendments to the banding. Where backdated excess banding payments are due these will be charged to the placement board at the point at which the arrears payments are made.  | In line with Payroll deadlines.  | Timely submission of instructions from Placement Board.  |
| 1.4 In circumstances where a Medical Bank arrangement is not operated in the Placement Board, the Employing Board will process additional payments to the DiT and include the costs on the Payment on Behalf.  |   | Timely submission of instructions from Placement Board. |
| 1.5 The Employing Board will meet with the placement boards at regular intervals to discuss any issues arising from the lead employer arrangements.  | Monthly at first then quarterly thereafter  |  |
| 1.6 Any disputed charges should be notified to the employing board promptly following the period to which the charges relate. Clarification of any areas of dispute should be resolved within the month following the period to which the charges relate. Any disputes not resolved within a 3 month period will be escalated to NES for mediation.  |  Within 20 working days |  |
| 1.7 NES will continue to fund the Placement board with the Training Grade Contribution in accordance with agreed training programme financial arrangements.  | Monthly  | Accurate and timely data being held on Turas. |

**RECHARGES TO PLACEMENT BOARDS**

|  |  |  |  |
| --- | --- | --- | --- |
| **REF**  | **Appendix C ACTIVITY**  | **EMPLOYING BOARD TO RECHARGE**  | **FREQUENCY**  |
| **1**  | Pay costs including Maternity Pay  | Placement Boards are liable for pay costs in full (basic salary, banding, on costs); The charge will include payroll allowances or deductions which relate to the trainees e.g. backdated travel expenses.   | Monthly through the payment on behalf mechanism   |
| **2**  | Interview expenses  | Recruiting boards are liable for any expenses incurred in relation to interviews   | Quarterly  |
| **3**  | Removal costs and Excess Travel  | Claims must be authorised and paid in accordance with the existing Policies and the relevant board is liable for the charge.   | As and when claims are submitted based on payroll deadlines.  |
| **4**  | Study Leave  | NES   | As and when claims are submitted  |
| **5**  | Occupational Health  | Recharge Placement Boards on basis of amount per placement unless service is provided locally by the Placement Board on behalf of the Employing board.   | Invoiced Quarterly  |
| **6**  | Employment Tribunal Costs  | Distribution or deduction of costs etc. as per Appendix F of this Agreement.   |   |
| **7**  | Legal Advice  | Where employment law legal advice is required access to Central Legal Office services will be coordinated through the  |    |
| **REF**  | **Appendix C ACTIVITY**  | **EMPLOYING BOARD TO RECHARGE**  | **FREQUENCY**  |
|  |  | Employing Board and recharged as appropriate.   |  |
| **8**  | Ad hoc requests from doctor in training for specialised equipment  | Costs associated with ad hoc requests for the provision of Access to Work or other specialised equipment to satisfy the Equality Act are to be recharged to NES or the Placement Board in accordance with the agreed framework which will be agreed between the two parties to this contract policy.   |    |
| **9**  | Advertising costs for trainee posts (excluding LAS appointments)   | Paid by NES  |   |
| **10**  | Recruitment venue and hospitality costs   | All costs associated with recruitment advertising, recruitment event venues, facilities and catering including the hiring of actors for simulation scenarios, interview expenses incurred by applicants and the travel costs of panel members are to be paid by the board responsible for the recruitment centre and recharged where appropriate.   | Quarterly  |

**APPENDIX D: RESPONSIBLE OFFICER RESPONSIBILITIES**

Every designated NHS Body must appoint or nominate a Responsible Officer, as defined by the Medical Professions (Responsible Officer) Regulations, 2010 (as amended). The Responsible Officer (RO) has a role in relation to the fitness to practise of every medical practitioner who has a connection with him/her. The Responsible Officer will perform their duties as set out in the 2010 Regulations, as amended by the Medical Profession (Responsible Officers) (Amendment) Regulations 2013.

In performing their duties they will follow the relevant guidance from the GMC and work with the designated GMC Employer Liaison Advisor.

Primary responsibilities include:

* Ensuring that a robust Appraisal system is delivered for connected Medical Practitioners.
* Providing timely recommendations to the GMC for Revalidation.
* Establishing and implementing procedures to investigate concerns about a medical practitioner’s fitness to practice.
* Maintaining records of doctors’ fitness to practise evaluations, including appraisals and any other investigations or assessments.
* Where appropriate, referring concerns about a doctor to the GMC. o Monitoring a doctor’s compliance with conditions imposed by, or undertakings agreed with, the GMC.

The RO may delegate responsibilities to a Deputy Responsible Officer (DRO). The DRO’s duties may include:

* Overseeing and leading the Appraisal team responsible for both primary and secondary care appraisals.
* Ensuring that the Appraisal team collects and records accurate information to support the revalidation process and to meet reporting performance requirements to Health Improvement Scotland and the GMC.
* Establishing and implementing procedures to investigate concerns about a medical practitioner’s fitness to practice in conjunction with the employer Board.
* Acting as a point of contact where concerns about a doctors performance have been identified and are of a significant severity or are not being managed through local processes and liaising with the Employer Board about this.
* Facilitating review of appraisal and revalidation information by another designated body and RO where there is a potential conflict of interest within the placement Board.

The Regulations require that every designated body appoint sufficient Responsible Officers. In Scotland, every NHS Board is required to appoint an RO. The Responsible Officer (RO) for all doctors in training in Scotland is the Medical Director of NES. Structures will be in place to ensure

* that the RO of the Employing Boards and Placement Boards are provided with sufficient information to ensure the safety of the local healthcare system and the doctors and dentists working within that Board, whether employed by the Board, or another Board; and
* that the RO of NES (or their delegates) are provided – by Employing Boards and Placement Boards – with sufficient information to ensure they are in a position to discharge their statutory responsibilities under the RO Regulations, in particular with regard to making appropriate recommendations to the Regulator (General Medical Council).

**APPENDIX E: POLICY SCHEDULE - POLICIES, PROCEDURES AND GUIDELINES FOR DOCTORS IN TRAINING**

These are in addition to GMC Standards, other regulatory standards, the Gold Guide: A Reference Guide for Postgraduate Specialty Training in the UK/ the Purple Guide: A Guide to Foundation Training in Scotland and educational governance responsibilities set out in the SLA.

|  |  |  |
| --- | --- | --- |
| **Ref.**  | **Policy/Procedure/Guidelines**  | **Policy Author**  |
| **1.**  |  Management of Attendance  |  Employing Board  |
| **2.**  |  Grievances and Disputes  |  Employing Board  |
| **3.**  |  Removals/Excess Travel Expenses  |  Employing Board/ National Policy when available  |
| **4.**  |  Management of Doctors in Difficulty  |  Employing Board  |
| **5.**  |  Recruitment and Selection  |  Employing Board  |
| **6.**  |  Bullying and Harassment  |  The Policy of the Board that employs the alleged perpetrator is followed.  |
| **7.**  |  Disciplinary  |  Employing Board  |
| **8.**  |  Substance Misuse  |  Employing Board  |
| **9.**  |  New starter information for doctor in training  |  National Guidance  |
| **10.**  |  Interview Expenses  |  NES Policy  |
| **11.**  |  Banding Appeals Procedure  |  Placement Board  |
| **12.**  |  Family Friendly Polices  |  Employing Board  |
| **13.**  |  Maternity and Paternity Leave Policy  |  Employing Board  |
| **14.**  |  Parental Leave Policy  |  Employing Board  |
| **15.**  |  Whistleblowing  |  Placement Board/ Employing Board  |
| **16.**  |  Serious Untoward Incidents  |  Placement Board  |
| **17.**  | Equal Opportunities  | Placement Board  |
| **18.**  | Annual Leave Guidelines  | Placement Board (requesting leave) Employing Board (reporting and monitoring leave)  |
| **19.**  |  Appointing Locum Appointments for Training (LAT) Policy  |  National Policy  |
| **20.**  |  Data Sharing Agreement  |  National Agreement  |
| **21.**  |  Information Governance Policy  |  Placement Board  |
| **22.**  |  Health and Safety Policy  |  Placement Board  |
| **23.**  |  [http://www.nes.scot.nhs.uk/privacy-anddata-protection.aspx](http://www.nes.scot.nhs.uk/privacy-and-data-protection.aspx)   |  NES  |

**Note:** The above list is not exhaustive and is expected to change during this Agreement, in accordance with changing contractual requirements.

**APPENDIX F: PROTOCOL FOR APPORTIONING LIABILITY**

The Employing Board, Placement Board and NES (individually the “Party” and collectively,

“the “Parties”) agree to follow the protocol below in the event that -

1. The Party or Parties is/are notified of a claim for compensation, or sued by anyone to whom it/they owe a duty of care, and it is alleged that a Doctor in Training is wholly or partially responsible for the act/acts which has/have given rise to the claim/litigation, and
2. The Placement Board contends, in accordance with sub-clause 10.3 of the Agreement, that the Employing Board and/or NES is/are wholly or partially responsible for the act(s) which have given rise to the claim/litigation.

1. The Party/Parties will notify the other Parties within 7 days of service
2. The Party/Parties who is/are sued will have responsibility for approaching the CLO for advice and for arranging for all Parties to discuss the claim.

1. The Parties shall jointly consider the claims/allegations made and determine, following receipt of legal advice from CLO, whether the Doctor in Training has acted negligently, or in breach of any legislative obligation relevant to the claim.

1. If it is decided that the Doctor in Training has acted negligently, or in breach of any legislative obligation relevant to the claim, the Parties will endeavour to agree how to apportion liability for all sums and costs incurred in relation to the defence or settlement of the Court action.

1. If agreement cannot be reached in respect of paragraphs 4 above, the NHS Scotland Chief Executives Group shall appoint an independent panel - made up of three suitably experienced persons (the “**Independent Panel**”) - in order to determine whether or not this protocol applies and/or the apportionment of liability.

1. If the Court dismisses the claim or claims in their entirety, legal expenses which are recovered from the pursuer will be apportioned in line with the apportionment agreement reached by the Parties or the Independent Panel.

1. The Independent Panel’s determination shall be binding on the Parties as to each of their contribution to legal fees, settlement sums, damages and compensation and each Party agrees to pay the sums determined, without complaint. Where sum(s) is/are are due to a Party under this Agreement, it agrees to deduction of the sum or sums it is due under this Protocol, and payment of that/those sum(s) to the Party to whom it is due the money in satisfaction of this Protocol, prior to receipt of the balance of any sum(s) due to it under this Agreement.

**APPENDIX G: PROTOCOL FOR HANDLING OF EMPLOYMENT TRIBUNAL CLAIMS AND LEGAL CLAIMS**

The Employing Board, Placement Board and NES (for the purposes of this Appendix only, the “Parties”) agree to follow the protocol below whenever a Doctor in Training’s grievance or grievances cannot easily be resolved through internal HR processes or when an employment tribunal or other claim is received, threatened or anticipated by all or any of the Parties relating to one or more Doctor in Training:

1. The Party on which the claim/s is/are being served will notify the other Parties within 7 days of service. This Party will have responsibility for approaching the CLO for advice and for arranging for the Parties to discuss the claim.

1. The Parties shall jointly consider the claims/allegations made and determine, following receipt of legal advice from CLO, how best to proceed in relation to the claims.

1. Should the Parties decide to settle the claim(s), all three will endeavour to apportion liability for all sums incurred by agreement based on fault. However, if agreement cannot be reached, the NHS Scotland Chief Executives Group shall appoint an independent panel - made up of three suitably experienced persons (the “**Independent Panel**”) - in order to determine the apportionment of fault and costs between the Parties involved.

1. Should the Parties decide (following the investigation and Independent Panel outcome) to continue to defend the claim(s) in an Employment Tribunal or Court, the Parties agree to co-operate to ensure the correct Respondent to any such claim is identified and that the claim(s) are defended appropriately. Where multiple Respondents are correctly named in any such claim, the Parties reserve their full rights to take separate legal advice.

1. Where the Tribunal or Court has published a decision in which any claims are upheld or partially upheld, the Party or Parties shall apportion and pay (or agree to the prior deduction of) costs incurred in accordance with findings of fault within that published decision. However, where agreement cannot be reached as to the meaning and effect of any Tribunal or Court findings, an Independent Panel - as described in paragraph 3 above-will be reconvened to consider the findings and decision of the Tribunal or Court and it will determine how the legal costs and any damages or compensation awarded or settlement reached based on those findings will be apportioned between the relevant Parties.

1. If the Tribunal or Court dismisses the claim or claims in their entirety, legal fees will be apportioned in line with the extent to which the Tribunal/ Court considers the different claims to be the primary, secondary and tertiary claims of the Doctor in Training. If it is not readily possible to identify from the Tribunal/ Court decision the primary, secondary and tertiary claims made, agreement will require to be reached amongst the Parties; with the potential to convene an Independent Panel again as outlined in paragraph 3 above, to determine the apportionment of fees.

1. The Independent Panel’s determination Tribunal/ Court shall be binding on the Parties as to each of their contribution to legal fees, settlement sums, damages and compensation and each Party agrees to pay the sums determined as due or to suffer, without complaint, prior deduction from sums due to it under this Agreement in satisfaction of this Protocol.

**Appendix H: Employing Board and Placement Board Signatories**

|  |  |  |
| --- | --- | --- |
| **NHS Board**  | **Chief Executive Officer**  | **Date**  |
| Ayrshire and Arran   | Signature  |   |
| Borders   | Signature  |   |
| Dumfries and Galloway   | Signature  |   |
| Fife   | Signature  |   |
| Forth Valley   | Signature |   |
| Grampian   | Signature  |   |
| Greater Glasgow and Clyde  | Signature  | 12.10.18  |
| Highland   | Signature  | 18.07.18  |
| Lanarkshire   | Signature  |   |
| Lothian   | Signature  |   |
| NES   | Signature  |   |
| Orkney   | Signature  | 28.08.18  |
| Shetland   | Signature  |   |
| Tayside   | Signature  |   |
| Western Isles   | Signature  |   |
| National Waiting Times Centre  | Signature  |   |
| The State Hospitals Board  | Signature  |   |
| NHS Health Scotland   | Signature |   |

**APPENDIX I: Referenced External Documentation**

|  |  |
| --- | --- |
| **Reference**  | **Full Name/ Link**  |
| The SLA  | Service Level Agreement: Arrangements to support the delivery of undergraduate and postgraduate medical education and training in Scotland  |
| Responsible Officer  | The Medical Profession (Responsible Officers) Regulations 2010 - [http://www.legislation.gov.uk/ukdsi/2010/9780111500286/ contents](http://www.legislation.gov.uk/ukdsi/2010/9780111500286/contents)   |
| Code of Practice  | Code of Practice - Provision of Information for Postgraduate Medical Training ([CEL 10 (2014))](http://www.sehd.scot.nhs.uk/mels/CEL2014_10.pdf).  |
| GMC Building a supportive Environment  | [http://www.gmc-](http://www.gmc-uk.org/Under_embargo_05_03_15_Building_a_supportive_environment.pdf_59988406.pdf)[uk.org/Under\_embargo\_05\_03\_15\_Building\_a\_supportive\_envir onment.pdf\_59988406.pdf](http://www.gmc-uk.org/Under_embargo_05_03_15_Building_a_supportive_environment.pdf_59988406.pdf)  |
| New Deal  | <http://www.msg.scot.nhs.uk/pay/medical/junior-doctors> |
| Working Time Regulations  | [Working Time Regulations 1998](http://www.legislation.gov.uk/uksi/1998/1833/contents/made)  |
| GMC Quality Improvement Framework  | [http://www.gmc-](http://www.gmc-uk.org/Quality_Improvement_Framework_0414.pdf_48904974.pdf)[uk.org/Quality\_Improvement\_Framework\_0414.pdf\_48904974.p df](http://www.gmc-uk.org/Quality_Improvement_Framework_0414.pdf_48904974.pdf)  |
| GMC Standards  | <http://www.gmc-uk.org/education/standards.asp> |
| Indemnity Arrangements  | [http://www.sehd.scot.nhs.uk/dl/DL(2015)23.pdf](http://www.sehd.scot.nhs.uk/dl/DL%282015%2923.pdf)  |
| Performance Support Unit Framework  | [http://www.scotlanddeanery.nhs.scot/trainer-](http://www.scotlanddeanery.nhs.scot/trainer-information/performance-support-unit/psu-documentation/)[information/performance-support-unit/psu-documentation/](http://www.scotlanddeanery.nhs.scot/trainer-information/performance-support-unit/psu-documentation/)   |
| GMC Good Medical Practice  | <http://www.gmc-uk.org/static/documents/content/GMP_.pdf>  |
| GMC Promoting Excellence  | GMC [Promoting Excellence:](http://www.gmc-uk.org/Promoting_excellence_standards_for_medical_education_and_training_0715.pdf_61939165.pdf) Standards for Education and Training (2016)  |
| Data Protection Act  | [Data Protection Act 2018](https://www.gov.uk/government/collections/data-protection-act-2018)  |
| Terms and Conditions of Service (Specialty Training Appointments)  |  | [Pay and conditions for hospital medical and dental staff](http://www.msg.scot.nhs.uk/wp-content/uploads/Circulars/PCS%27s/PCS%20Publications%20DD/PCS2007%28DD%2907.pdf) |  |
| [and doctors and dentists in public health medicine and the](http://www.msg.scot.nhs.uk/wp-content/uploads/Circulars/PCS%27s/PCS%20Publications%20DD/PCS2007%28DD%2907.pdf) |  |
| [community health service: introduction of Specialty](http://www.msg.scot.nhs.uk/wp-content/uploads/Circulars/PCS%27s/PCS%20Publications%20DD/PCS2007%28DD%2907.pdf) |  |
| [Registrar (StR) Grade including Fixed Term Specialty](http://www.msg.scot.nhs.uk/wp-content/uploads/Circulars/PCS%27s/PCS%20Publications%20DD/PCS2007%28DD%2907.pdf) |  |
| [Training Appointments (StR (FT))](http://www.msg.scot.nhs.uk/wp-content/uploads/Circulars/PCS%27s/PCS%20Publications%20DD/PCS2007%28DD%2907.pdf) |  |
|  |
| Terms and Conditions of Service (GP Registrar Scheme)  |  | [Guidance on the operation of the GP Registrar Scheme in Scotland; pay, accommodation, removal and associated expenses of GP Specialty Registrars in general practice – change](http://www.msg.scot.nhs.uk/wp-content/uploads/PCS2011GPR01.pdf) |  |
| [of employer responsibility.](http://www.msg.scot.nhs.uk/wp-content/uploads/PCS2011GPR01.pdf) |  |

**Annex 2**

**SCOTTISH GP TRAINING AGREEMENT**

<https://hub.nes.digital/help-me-with/clinical-governance-and-patient-complaints/>

BMA agreement can be found by clicking on heading “What happens with Patient’s Complaints during a GP Placement”?

**Annex 3**

**PRACTICE BASED COMPLAINTS PROCEDURES**

<https://www.nhsinform.scot/care-support-and-rights/health-rights/feedback-and-complaints/feedback-complaints-and-your-rights>

Each practice will have a copy of their own Practice Complaints policy that will follow Scottish Government guidance

<https://hub.nes.digital/media/1050/annex_2_-_practice_based_complaints.pdf>

**Annex 4**

**NES PATIENT COMPLAINT PROCEDURE FOR GPST EMPLOYEES**

1. Introduction

1.1 The Patient Rights (Scotland) Act 2011) received Royal Assent in March 2011. The Secondary legislation (Regulations and Directions1) in relation to the handling of feedback, comments, concerns and complaints has been drafted and these came into effect from 1 April 2012. The Act seeks to improve patients’ experiences of using health services and to support people to become more involved in their health and healthcare2 A key objective is for a culture to be developed which values all forms of feedback in order to learn from service users’ experiences.

1.2 The legislation requires NHS bodies and health service providers to handle and respond to feedback, comments and concerns and complaints within clear timescales and to record data received in this regard, reporting this annually3 and demonstrating resultant learning and improvement.

1.3 NHS Education for Scotland (NES) has a [Complaints Procedure](https://intranet.nes.scot.nhs.uk/help-me-with/complaints-and-whistleblowing/complaints/)

 which follows the principles and requirements laid down in the legislation. The purpose of this

guidance note is to clarify how patient complaints arising in General Practice and involving a

General Practice Specialty Trainee (GPST), who is employed by NES, must be dealth with.

1.4 The Guidance documentation produced to accompany the legislation “Can I help you? Guidance for handling and learning from feedback, comments, concerns or complaints about NHS health care services”, the Scottish Government, Edinburgh 2012, sets out at section 3.5 complaints that span more than one service or sector.

 *1 3.5.1.1 Where a complaint relates to the actions of two or more NHS Scotland bodies (eg two relevant NHS bodies, or a Primary care Service Provider and a relevant NHS body) best practice is that there should be agreement about who will take the lead in co-ordinating the complaint The organisations are expected to co-operate fully throughout the investigation and share learning from the investigation and outcome.*

 *3.5/1/2 The person making the complaint must be informed who will take the lead in dealing with the complaint and be advised that where possible a joint response will be provided in cases where a joint response is not possible the two organisations should work together to ensure that there is consistency in the responses provided2.*

2. Process

2.1 The attached flowchart details how NES works with training practices to ensure that complaints are dealt with appropriately by both service providers and seeks to provide clarity to the complainant as to the processes in place for progressing a complaint against a GPST. There is an emphasis on quick and local resolution where possible, and for improvements to be implemented as soon as possible following the complaint. This process is not applicable to informal complaints which may not require investigation nor are appropriate to the NHS Complaints Procedure.

2.2 In line with the legislative requirements, NES must review quarterly any complaints data held and report on the internally and annually to Information Services Division as required.

3. Reporting Mechanisms

3.1 There is an identified administrator in NES who collects and records all complaints involving GPSTs.

3.2 An aggregated confidential report of complaints data and any GMC investigation is sent quarterly to the Lead GP Director and then to the Medical Director. It is also a standing item at the quarterly GP Contracts meeting.

1  Patient Rights (Scotland) Act 2011 – Secondary Legislation and the Charter of Patient Rights and Responsibilities <http://www.sehd.scot.nhs.uk/mels/CEL2012_07.pfd>

2  Can I help you? Guidance for handling and learning from feedback, comments, concerns or complaints about NHS health care services, the Scottish Government, Edinburgh 2012.

3 To ISD

**THE PROCEDURE**

The practice complaints process is described below. The ‘Can I Help You Guidance’ provides information and support for Practice staff on NHS Complaints Procedure.

|  |
| --- |
| **Patient Complaint to Practice**The practice establishes that the complainant wishes the matter to be dealt with under the NHS Complaints Procedure (ie formal v informal)(in the guidelines a complaint is defined as “an expression of dissatisfaction about an action or lack of action or standard of care provider”) |

|  |
| --- |
| **GP Trainee involved** |

|  |
| --- |
| Practice Notifies NES Admin who informs the GP Director who categories the complaint into high or low risk NES Admin reports complaints to GP Director quarterlyPractice will normally take lead except in exceptional circumstancesPractice/GPST may contact medical defence organisation(s) for support/advice |

|  |
| --- |
| **Practice Acknowledges Complaint Using standard Complaints Procedure**The practice may offer the complainant the opportunity to meet and discuss with the doctor and others from the practice. The practice establishes the preferred means of communication with thecomplainant and what outcome they hope to achieve. The Educational Supervisor reviews the complaint and if judged to be straightforward then this will be managed within the practice |

|  |  |  |
| --- | --- | --- |
| **Straightforward**There is no additional requirement to send further written confirmation or carry out an investigationPractice informs NES Admin that investigation is completedNES Admin updates the complaints log and reports outcome to GP Director |  | **Complex and / or Serious**The practice must use the complainant’s preferred method of communicationcc NES Admin who must report to Director of GP who involves NES HR and Medical Director |

 X

 **(Process concluded)**

 **Preliminary investigation**

|  |
| --- |
| **Preliminary Investigation**Investigation Team Formed; category of complaint defined – Practice issue V Employment.Practice issues normally led by practice staff; employment issues normally led by NES staffInvestigation planned. An appropriate level of involvement for NES is agreed with NES HR and this may include joint approach with the Educational Supervisor and practice in conjunction with NES HR, Educational Supervisor and Training Programme Director as appropriate |

|  |
| --- |
| **Investigation** |

|  |  |  |
| --- | --- | --- |
| Practice leads on investigation of the complaint. Practice informs the patient of their findings. Practice offers to meet with patient to explain outcome of investigation  |  | Practice and NES agree that NES will lead investigation of the complaint |

|  |  |
| --- | --- |
| Complainant accepts outcome | Complainant rejects outcome |

|  |  |
| --- | --- |
| Practice informs GP Medicalof outcome. GP Medical reports to GP Director and Medical Director | Complainant contacts ombudsman |

 X

 **(Process concluded)**

|  |
| --- |
| Practice informs NES of outcome if known. GP Training HR inform Director of general Practice and Medical Director |

 X

 **(Process concluded)**

|  |
| --- |
| **NES Writes to Complainant**Complainant advised of the process to be followed, with expected timescalescc practice |

|  |
| --- |
| **NES Conducts Investigation**Investigation principles as detailed in the NHS Scotland Workforce Conduct Policy followed. If appropriate the GPST may be suspended pending outcome of the investigation. This decision lies with the Lead investigator and the GP Director who is acting on behalf of the Medical Director. |

|  |  |  |
| --- | --- | --- |
| Outcome of investigation is **no case to answer** |  | Outcome of investigation is **case to answer** |
|  |  | Options :1. Disciplinary Hearing (conduct related)2. Capability Policy issue (capability related)3. Doctors in Difficulty Policy and consider Remedial training (education related) and Performance Support Unit referral CNORIS may be contacted at this point if appropriate |

|  |
| --- |
| NES **writes to complainant** confirming outcome and offers to meet with patient to explain outcome of investigationcc PracticeMedical Director, , GP Director and Head of Planning and Performance notified.  |

|  |  |  |
| --- | --- | --- |
| Complainant **rejects** outcome |  | Complainant **accepts** outcome |

|  |
| --- |
| Complainant contacts **ombudsman** |

**Internal NES Reporting**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| CNORIS contacted via Finance (if appropriate) |  | Medicine Report complaint to Staff Governance Committee |  | Medical Directorate report complaint to Educational Governance Committee on Clinical and Educational issues |  |

**Annex 5**

**EDUCATIONAL SUPERVISOR AND TRAINING PRACTICE APPROVAL PROCESS**

Educational Supervisors and training practices undergo review and approval on a three yearly cycle. There is a single process across Scotland. A detailed account of this is in Annex 5.

The process for approval and reapproval is shown in the attached flowchart. All new applications for training receive a formal visit as do practices where concerns have been raised or where significant changes in the practice have taken place. Practices are otherwise visited at the discretion of the Regional Quality Management Group (RQMG) who review information submitted from a variety of sources as indicated on the flowchart.

The visit is led by an experienced member of the GP team supported either by another member of the Deanery team or a trainer and where possible a lay member. Trained practice managers can also be used on the visiting team.

The focus of the visit is threefold :

1. To look at the training practice as a suitable environment for training.

2. To ensure that the Educational Supervisor (ES) has the necessary knowledge skills and attitudes to be an educational supervisor.

3. To look at the practice team as a whole and to assess the ethos and learning culture in the practice.

***Educational Supervisor***

All doctors who wish to become educational supervisors must undergo the Scottish Prospective Educational Supervisors Course unless they are already approved in one of the other UK nations. This course has end-point assessment. Once the applicant has reached the required standard at the end of this course, they are eligibletoapply to become a trainer. Educational supervisors are expected to maintain educational skills, participate in the trainers’ meetings, the trainee day release (as required) and include a component related to training in their personal plan as part of their NHS annual appraisal. This is reviewed as part of the practice approval process.

***Approval Process***

Once the visit has taken place the resulting report and recommendation is considered by the Specialty Quality Management Group (SQMG). Reapproval of trainers is for a maximum of three years but may be shorter depending on the recommendations that are made. Approval of a new ES in a new training practice is for a maximum of two years and must involve a visit before further approval is given.

Approval of a new ES in an existing training practice may not necessarily involve a visit to the practice. The individual ES approval will be for a maximum of two years and the process for subsequent reapprovals will be described as above.

For all new ESs (in new or pre-existing training practices) there must be interim support mechanisms which may include a visit, or allocation of a mentor or TPD formative interview which must feed into reapproval process.

**General Practice Specialty Training Approval Process**

**Annex 6**

**Visit Tracker updated**

**TURAS updated**

Report with recommendations reviewed at SQMG

**Specialty Quality Management Group (SQMG)**

‘Soft’ Information

TPD Report

**GMC connect**

**Decision**

**communicated to ES by letter**

**from GP Director or Deputy**

Known Concerns

**“Virtual Visit” with recommendation**

**Visit**

Trainee Performance Data

Trainee Questionnaire Feedback

ES Performance Data

**Regional Quality Management Group (RQMG)**

Submit Self-Assessment Paperwork

**Quality Management of GP Specialty Training in Scotland**

**Terms of Reference and Standard Operating Procedures for**

**Educational Supervisor and Training Practice Approvals**

The purpose of this document is to provide clarity on the role and operating procedures for General Practice Specialty Training (GPST) within the Quality Management of Medical Education in the Scotland Deanery. This was outlined initially in 2015 in the attached document [[appendix 1](http://www.scotlanddeanery.nhs.scot/media/227066/appendix_1_quality_management_gpst_scotland.doc)].

**Principles:**

1. Quality Management-Quality Improvement (QM-QI) of GPST in Scotland forms a part of the QM-QI activity of the Medical Directorate and is managed through the annual quality cycle of the specialty grouping that includes GP, Public Health and Occupational Medicine. This includes the annual Quality Review Panel (QRP) and the two-monthly specialty Quality Management Group (sQMG). Terms of reference for QRP and sQMG have been previously described [[appendix 1b](http://www.scotlanddeanery.nhs.scot/media/227067/appendix_1b_sqmg_tor.docx)].
2. QM-QI of GPST programmes relate to GP trainees’ experience in hospital departments that host them, usually with other trainees (foundation, specialty). GP trainees’ experience will form part of the global quality assessment through the QRP process. However, GP Trainees are also hosted within general practices, which are in effect “Mini-Local Educational Providers” with individual Training Practice Agreements covering training arrangements. The nature of these arrangements require a bespoke QM-QI approach, including the requirement for approval by the regulator of both the training environment (the training practice) and the educational supervisors (ES).
3. Approval and re-approval of ESs and Training Practices (TPs) therefore forms a significant part of the QM-QI of GPST and will be delivered regionally through a Regional Quality Management Group (RQMG) with oversight and approval through the sQMG.
4. QM-QI of training practices and ESs in General Practice is informed by triangulated data from a variety of sources detailed below.
5. The QM process and all decisions taken as part of it are guided by:
	1. GMC Document - Promoting Excellence: Standards for Medical Training and Education. [www.gmc-uk.org/education/standards](http://www.gmc-uk.org/education/standards)
	2. The evolving GMC policy relating to the recognition and approval of trainers [www.gmc-uk.org/education/10264.asp](http://www.gmc-uk.org/education/10264.asp)
	3. RCGP guidance on the standards for training [www.rcgp.org.uk/training-exams/~/media/Files/GP-training-and-exams/Information-for-deaneries-trainers-supervisors/Guidance-for-deaneries-on-standards-for-GP-training-Jan-2014](http://www.rcgp.org.uk/training-exams/~/media/Files/GP-training-and-exams/Information-for-deaneries-trainers-supervisors/Guidance-for-deaneries-on-standards-for-GP-training-Jan-2014)
	4. COGPED/ COPMED guidance on the principles of GP training and education [www.cogped.org.uk/archive/principles-of-gp-training.html](http://www.cogped.org.uk/archive/principles-of-gp-training.html)
	5. COGPED guidance on GP Trainer status where the GMC is taking action through fitness to practice procedures [www.northerndeanery.nhs.uk/NorthernDeanery/primary-care/gp-specialist-training/information-for-trainers-and-tpds/Trainer%20status%20in%20cases%20of%20GMC%20action.pdf](http://www.northerndeanery.nhs.uk/NorthernDeanery/primary-care/gp-specialist-training/information-for-trainers-and-tpds/Trainer%20status%20in%20cases%20of%20GMC%20action.pdf)
	6. Any other relevant guidance that may arise from the GMC, COGPED/ COPMED or the RCGP

A single set of attached forms supports this process.

**Regional Quality Management Group**

RQMG Purpose

1. The GP Regional Quality Management Group (RQMG) is a pivotal component of the General Practice Quality Management structure.
2. Each region of the Scottish Deanery will establish and run an RQMG.
3. The role of RQMG is to review and make recommendations to the General Practice/Public Health/Occupational Medicine Specialty Quality Management Group (SQMG) as regards accreditation and re-accreditation of GP Educational supervisors (ES), GP Training Practices, GP out of hours (OOH) training locations, Foundation training where co-located in an approved GP Training practice and GP Retainer practices. In doing so RQMG should consider applications taking into account other data, information and intelligence regarding the quality of training and of the training environment where such training takes place or will take place. It is also responsible for following up on requirements stipulated as part of the accreditation process.
4. Regions should arrange RQMG meetings numbering 4-6 per year (depending on regional workload). Dates of RQMG meetings should be set well in advance and planned to report into the 6 bi-monthly SQMG meetings.
5. The final decision for approvals rests with SQMG.

Composition

1. Each RQMG should be composed of the regional Assistant Director for General Practice with responsibility for Quality who will act as chair, one or more Training Programme Directors (TPD), and the regional administrative lead for Quality. There should be external representation by one of the Associate Deans for Quality (GP, Occupational Medicine and Public health).

**The RQMG itself and workflow**

The RQMG will consider the following applications: -

Educational Supervisor in existing training practice first applications -

1. RQMG will consider and make recommendations for Educational Supervisors from within existing approved training practices, who are making a first application to become an ES. These applicants will have successfully completed the Scottish Prospective Educational Supervisors Course (SPESC) with a **green** rating. The process for this has already been described. [[Appendix 2](http://www.scotlanddeanery.nhs.scot/media/227068/appendix-2-scottish-gp-tp-first-approval-process-final.docx)]. Those on completion of SPESC who have an **amber** rating will require local support. Following this a regional decision should be made on whether the required standard has been reached to allow submission of an ES application. These applications should be discussed at RQMG but the decision on approval should rest with SQMG with the full applications forwarded for consideration. SQMG should be notified of any amber candidates who have been advised that they are not ready to make an ES application.
2. RQMG will review the application form and summary meeting with TPD [Forms A and E].
3. RQMG (not the TPD) will make a recommendation to accredit or not accredit and set appropriate period of accreditation and any conditional requirements.
4. For a first approval, the maximum period of accreditation will be 2 years.
5. A summary form will be completed [Form C] for regional recording purposes.
6. Details regarding the approval will be included in the SQMG summary sheet [Form F] for presentation to the next SQMG where final approval rests. RQMG summary form [completed Form C] for new ES applications does **not** require to be presented to the next SQMG unless there is uncertainty, the applicant had an amber rating on completion of SPESC or further discussion is required.

Educational Supervisor and Training Practice re-accreditation applications

1. Each regional quality administrative team has the responsibility to track ES and Training practices approaching the end of their current accreditation period and make appropriate arrangements for re-accreditation.
2. It is best practice to align ES and Training Practice accreditations.
3. ES’s and Training Practices will complete and submit self-assessment documentation [Forms A and B] and the required accompanying evidence for consideration by RQMG. Each individual ES must complete Form A.
4. RQMG will consider this documentation along with other information including previous visit reports, TPD report, NTS and STS data including STS RAG aggregated data, ES use of e-portfolio and any other local intelligence. RQMG will make a decision to either recommend approval of the ES and practice virtually for an appropriate time period or arrange a site visit to the ES(s) and Training Practice.
5. Where a visit is required, this will include the Training Practice as an educational provider and all the Educational Supervisors at that site. Each training practice location and the ES’s therein should be visited every 6 years, with a virtual interim approval at 3 years, if there are no significant concerns identified at application. Where a virtual approval is recommended a summary sheet [Form C] will be completed for consideration by the next SQMG. Details will also be included in the SQMG summary sheet [Form F].
6. Occasionally a practice or ES will change region within the Scotland Deanery. When considering a re-application, the accepting region will obtain the last approval report(s) from the region where the ES and /or practice were previously situated.
7. It is the responsibility of RQMG to manage the visit calendar.
8. When a decision has been made to visit the practice, appropriate arrangements should be made and a visiting team appointed. The visiting team will consist of a minimum of two people, be led by an experienced senior member of the Deanery GP team and accompanied by a second visitor who may be a TPD or ES. A lay member will be included on a sample of visits. A trained Practice Manager could be included as an additional team member.
9. Re-approval of established ES’s and Training Practices will be for a maximum of 3 years but may be for a shorter duration dependant on the findings and recommendations made.
10. On completion of the visit, the lead visitor should complete a visit report and recommendations [Form D] for consideration by SQMG. The visit report does not need further scrutiny by RQMG but RQMG may wish sight of the report for information.

Triggered Visits

1. From time to time concerns about an individual ES or Training Practice may come to light from TPD feedback, expressed trainee concerns, NTS or STS data or due to substantial change within the practice. In these circumstances the RQMG should consider this intelligence and arrange a triggered visit where appropriate to all ES’s and the practice**.** Paragraphs 26-28 above should then be followed.

New Practice applications

1. Applications from new training practices will always require a practice site visit. RQMG should be aware of these applications and a visiting team appointed and paragraphs 26 and 28 followed.
2. For a first approval of a new training practice the maximum period of accreditation will be 2 years.
3. Following initial approval, a further visit will take place for re-approval as the set time period.

ES application from those undertaking ES training out with Scotland

1. When an application is received form a potential Educational Supervisor who undertook training as an ES out with Scotland, [appendix 6](http://www.scotlanddeanery.nhs.scot/media/227072/appendix_6_new_es_uk_non-scot_flow.docx) will be applied.

Follow up of conditional requirements.

1. Where conditional approval has been agreed by SQMG, local systems should be in place to ensure that requirements have been completed. Evidence regarding these should be considered by RQMG and a decision made as to whether these are satisfactory. If not, in most cases, further dialogue between RQMG and the ES/Training Practice should resolve the issue but if there is any uncertainty these should be escalated to the next SQMG.

Administration following SQMG

1. It is the responsibility of the Assistant Director for General Practice who chairs the RQMG to communicate to ES’s and Training Practices the outcome from SQMG by letter. Template letters for this purpose have been produced [Forms G1 and G2].
2. Summary reports approved by SQMG for ES and training practice approval should accompany the letter. In particular circumstances it may be that the details of an ES approval would be best only sent to the individual ES. This will be approved by SQMG and acted upon by the AD with appropriate follow-up support instituted.
3. The regional administrative team should complete required TP4 forms and update TURAS and GMC Connect appropriately.

Out of Hours GPST Training locations

1. RQMG will oversee the approval and re-approval process of GP out of hours’ locations (where GPSTs work to gain experience required) as set out in the Scotland Deanery Operation Framework for GPST in the Out of Ours setting. [[Appendix 3](http://www.scotlanddeanery.nhs.scot/media/227069/appendix_3_ooh_op_framework.docx)]
2. RQMG will consider the self-submission documentation [[Appendix 4](http://www.scotlanddeanery.nhs.scot/media/227070/appendix_4_ooh_ssd.doc)] along with other information including previous visit reports, TPD reports, trainee feedback and any other relevant local intelligence. RQMG will make a decision to either recommend approval of the OOH location virtually for an appropriate time period (normally 5 years) or arrange a meeting with the Medical Director or a full visit if appropriate using the associated documentation.
3. RQMG will complete a OOH summary report recommendation for submission to SQMG for consideration [Form H].
4. The regional Assistant Director with responsibility for Quality will communicate the outcome in writing to the Medical Director of the appropriate organisation with a copy sent to the Health Board Director of Medical Education.

Foundation Training where co-located with GP Training

1. Where Foundation Training is co-located with GP Training, GP SQMG will also approve foundation training on behalf of the Foundation QMG. Where foundation training is stand alone in a GP Practice, this will be the responsibility of Foundation QMG.
2. Foundation ES will complete and submit appropriate application form (Form I).
3. This will be considered by RQMG/SQMG as the same time as the Training practice and ES application.
4. Where approval is granted this will normally be for the same time periods as ES and TP approvals.

Retainer Practice applications and re-approvals

1. It is the role of RQMG to consider applications and re-applications from retainer practices. Arrangements for these have been extensively detailed and attached [[Appendix 5](http://www.scotlanddeanery.nhs.scot/media/227071/appendix_5_retainer_practice_approval_flowchart.docx)].
2. New retainer application visit reports for non-training practices are submitted directly to SQMG and should appear on the summary sheet.
3. RQMG will consider applications from new ES in an established Training Practice who wish to become a Retainer Practice or are seeking re-approval as a Retainer Practice, re-approval of an ES in an established Training Practice who wishes to become a Retainer Practice or are seeking re-approval as a Retainer Practice and currently approved ES/TP who wish to become a Retainer Practice or are seeking re-approval as a Retainer Practice
4. RQMG should make a recommendation to SQMG for those listed in paragraph **47** and these should be included in the summary sheet.
5. Following SQMG approval, for accredited training practices, retainer approval notification will be included in the letter from the Assistant Director. When the practice is **not** a training practice, the approval letter should be completed by the local Associate Advisor for the Retainer scheme.

Foundation and Retainer Reports

1. It has been agreed that where Retaining and/or Foundation is co-located within a GP Training practice that the GP/OM/PH SQMG will undertake training site approval for these purposes. It is important that it is clearly reflected in the training practice report that standards for retaining and foundation have or have not been met.  Visitors completing reports must make mention of foundation and/or retaining under the relevant sections and in the executive summary box.  These reports are shared with retaining and foundation colleagues and it must be clear that adequate assessment has taken place. *Examples of relevant information that may be included in the report:  Foundation doctor’s timetable/education sessions, Foundation ES use of portfolio, Retainer Mentor’s educational activity, retainer mentoring session occurrence etc.*

Educational Supervisor and Training Practice re-accreditation applications (Forms A and B and Form I if a Foundation practice)

New Practice Application (Forms A+B)

ES First Application in already approved Training Practice

Application collated by local admin team with knowledge of RQMG

ES Completes Application (Form A)

RQMG considers application along with TPD report, NTS, STS data including aggregated RAG data, ES use of e-portfolio, previous reports and other local intelligence.

+

ES Meets with TPD, application and PDP discussed (Form E completed)

Visit arranged

RQMG decides on virtual re-approval or visit

Virtual Summary report completed (Form C)

Visit undertaken and report generated (Form D)

Visit undertaken and report generated (Form D)

SQMG considers recommendations and determines outcome

Letter created to ES/Training Practice re outcome with copy to TPD

TURAS, GMC Connect and TP4 updated by admin team

Training Practice SLA issued to new training locations

RQMG considers application, decides recommendation/sets requirements. (Form C completed)

Decision communicated to SQMG (on Form F) **or** referred to SQMG if uncertainty/concerns

**Form Summary:**

Form A Educational Supervisor Application Form

Form B Training Practice Application Form

Form C RQMG Summary Form – ES First Applications and Virtual Approvals

Form D Visit and ES Meeting Report Form

Form E ES TPD Meeting Form

Form F RQMG Summary Report to SQMG

Form G1 ES approval letter

Form G2 ES and Training Practice approval letter

Form H RQMG OOH Summary Report to SQMG

Form I Foundation ES Documentation

Annex 7

**Quality Management of GPST**

**GP Educational Supervisor & Training Practice Approval**

**Appeals Procedure**

If there should be dispute regarding the outcome of an Educational Supervisor approval or re-approval decision, or the approval of a practice as a training environment, the Educational Supervisor or prospective Educational Supervisor retains the right of appeal to the Deanery if he or she wishes. The procedure for appeal is set out below:

Criteria for an Appeal

1. An appeal can be made when the Educational Supervisor or prospective Educational Supervisor is dissatisfied with a decision that results in a recommendation for less than the maximum period of approval as described in the Scottish policy for approval and re-approval of GP Educational Supervisors and Training Practices, or where a practice has not been approved or re-approved as a training environment.
2. An appeal cannot be made where an approval for the maximum period has been made but with recommendations.
3. Notification of appeal using the appeals pro-forma must be submitted within 21 days of receipt of the approval or re-approval decision.
4. An appeal **must** be considered if the appellant can provide a case that the process did not follow the Scottish policy for approval and re-approval of GP Educational Supervisors and Training Practices or that the decision made was not consistent with the evidence that was available.
5. The appellant should set out the reasons why they believe the way their application was processed may have disadvantaged them or their practice. Reasons should also be given to justify any allegation of unfairness or mal-administration which has negatively affected the appellant’s application.

Procedure

1. The appellant should notify the Director of Postgraduate General Practice Education in writing of his or her intention to invoke the appeal procedure using the appeal form.
2. The Director of Postgraduate General Practice Education **must** determine whether there are grounds for an appeal in relation to the criteria for appeal (above). In doing so the Director may wish to discuss the appeal on a less formal basis with the appellant.
3. If the appeal has merit the Director of Postgraduate General Practice Education **must** inform the appellant that the request will be considered by a Deanery Appeal Panel.
4. The Director of Postgraduate General Practice Education must convene an appeal panel which must include a Senior Educator from another UK Deanery, who will chair the panel; a training programme director who is ideally also an experienced Educational Supervisor; and a trainee representative (both from other areas of the Deanery); a lay representative; and the Director of Postgraduate General Practice Education.
5. The Director of Postgraduate General Practice Education must arrange for the appeal to be heard by the panel as soon as practical after receipt of the appeal proforma.
6. The Deanery panel mustbe supplied with a copy of all documentation two weeks prior to the hearing.
7. The panel may wish to call the parties to verify and clarify the evidence that they have considered. The Director of Postgraduate General Practice Education mustrequest attendance of the relevant parties at the hearing.
8. If the appellant so desires, a personal representation may be made to the Deanery Appeal Panel. In doing so the appellant may be accompanied by but not represented by a friend or adviser.
9. After consideration of the written and heard evidence the panel must deliberate and the chair will decide on the outcome of the appeal hearing.
10. The possible outcomes are that :

 (a) the appeal fails and the original decision not to approve/ re-approve is upheld.

 (b) the appeal is successful and the panel recommends approval/ re-approval of the applicant under such conditions as it decides.

 (c) the panel adjourns the appeal for further evidence to be brought. Depending on its previous decision the panel may /may not reconvene when the evidence is heard and dealt with by the Deanery Appeal Panel.

1. If the appeal succeeds the panel must recommend that the Deanery should make a recommendation to the GMC for recognition of the appellant as an Educational Supervisor, or the practice as a training environment for a length of time determined by the panel.
2. If the appeal fails in respect of re-approval of an existing Educational Supervisor the panel must recommend that no further recommendation will be made to the GMC by the Deanery and the original duration of approval must remain. This may result in the Educational Supervisor’s recognition lapsing without renewal if it has not already expired.
3. If the appeal fails in respect of approval of a new Educational Supervisor or new training practice the panel **must** recommend that no further recommended action is taken.
4. The Chair **must** have the discretion to tell the appellant the decision of the panel on the day of the hearing or at a later date. In any event the Chair must provide the appellant with the outcome of the appeal, including any recommendation to the regulator in writing.
5. It should be noted that the panel’s decision is final. An applicant who is not an existing GMC recognised Educational Supervisor who disagrees with the panel’s decision cannot appeal to the regulator and would need to pursue other legal routes to appeal the panel’s decision.
6. Appellants who fail in their appeal and are not approved or reapproved as Educational Supervisors, or whose practices are not approved or re-approved as learning environments may not re-apply for a period of at least twelve months of the final decision of the appeal unless otherwise advised by the Chair of the Panel.

The above appeals procedure does not cover the situation where serious concerns about an Educational Supervisor arise in the course of a training attachment. In these circumstances the Deanery should reserve the right to arrange transfer of any attached trainee and not to allocate any further trainees to the Educational Supervisor until any concerns have been investigated and resolved.

In the extreme situation where, for whatever reason, this procedure is not possible, the Deanery can recommend removal of training recognition to the GMC. The GMC can then consider invoking their own ‘withdrawals’ process.

**APPEALS PRO-FORMA**

|  |  |
| --- | --- |
| Name and address of appellant |  |
| Date of Deanery approval/ re-approval decision (and visit if a visit took place) |  |
| Date of notification of appeal against Educational Supervisor or Training Practice approval/ re-approval decision |  |
| Reasons for appeal cross referenced against the Scottish policy for approval and re-approval of GP Educational Supervisors and Training Practices |  |
| Other reasons for appeal with supporting evidence |  |
| Available dates for possible hearing |  |

December 2012

**Annex 8**

**TRAINEE INVOLVED IN A PATIENT SAFETY INCIDENT**

1. **Introduction**
2. The General Medical Council (GMC) in “Supporting Information for Appraisal and Revalidation” states that “a significant event (also known as an untoward critical incident) is any unintended or unexpected event, which could or did lead to harm of one or more patients. This includes incidents which did not cause harm but could have done, or where the event should have been prevented”.
3. They also state :

“These events should be collected routinely by your employer, where you are directly employed by an organisation, and hospitals should have formal processes in place for logging and responding to all events. If you are self-employed, you should make note of any such events and incidents and undertake a review”.

1. NHS Education for Scotland (NES), as the employer of doctors in the general practice component of training is required to collect data on Untoward Clinical Incidents for the GMC.
2. Difficulties arise collecting the data required due to the different definitions and interpretations of Significant Event Analyses (SEAs), Significant Untoward Incidents (SUIs) and Patient Safety Incidents (PSIs) as well as interchangeable use of safety related terminology such as critical incident, error, near miss, adverse event etc. All of these are significant events and as such are important learning opportunities and require appropriate management. It is important that incidents reported to NES and the GMC reflect incidents that could have impacted on patient safety. To this end the following definition based on guidance from the GMC and National Patient Safety Association has been used.
3. **Definition**
4. Patient Safety Incident (PSI) is defined as any unintended or unexpected incident which could have or did lead to harm for one or more patients receiving NHS care and which resulted in a practice based Significant Event Analysis (SEA) and has been recorded in the GP Trainee e-portfolio as a Patient Safety Incident (PSI).
5. **Process**
6. Every GPST must undergo revalidation. The mechanism for this must be the Annual Review of Competency Progression (ARCP). This must include a self declaration on probity (convictions and disciplinary actions), health (regulatory and voluntary proceedings) and Patient Safety Incidents (PSIs)
7. The GPST must discuss any PSIs with their Educational Supervisor (ES). The PSI must be

 investigated as appropriate within the practice. The GPST must then upload the PSI on to

 their e-portfolio and use this as a significant event to demonstrate reflective learning. The

 GPST will be required, as part of their self-assessment for the ESR, to complete a self-

 declaration on SOAR concerning PSIs. This must occur on an annual basis to link in with the

 GPST’s ARCP. The SOAR declaration is counter-signed by the Training Programme Director.

1. When the GPST is involved in a clinical incident not thought to be a Patient Safety Incident, they should discuss it with their ES and enter it on to their e-portfolio, demonstrating reflective learning from it. This would not need to be included in the PSI self-declaration.
2. The Training Programme Directors (TPDs) review the GPST e-portfolios as part of the ARCP process and, along with the ESs, and must flag any PSIs that have been highlighted to the Deanery as part of the self-declaration.
3. The Deanery must capture and record all PSIs on a spreadsheet. These must be considered quarterly by the Specialty Quality Management Group which reports to the Deanery Quality Management Group. Reports subsequently go to the NES Medical Quality Management Group. Action must be taken where appropriate.
4. GPSTs in their hospital placement can report PSIs in variety of ways - through Datix in the hospital or by Notification of Concern to the Deanery. In each case the report will be reviewed, investigated and feedback given.

**GPST INVOLVED IN A CLINICAL INCIDENT**

**GPST** involved in Clinical Incident

Considered to be PSI1 Clinical Incident not considered to be PSI

GPST enters onto eportfolio and demonstrates reflective learning

|  |  |  |
| --- | --- | --- |
| Discussion with ES and investigation. GPST uploads onto e-portfolio and demonstrates reflective learning |  | GPST completes self-declaration of PSI as part of the ESR self-assessment |

|  |
| --- |
| GPST completes self-declaration of PSI as part of the ESR self-assessment |

Deanery record and review quarterly and take action if required.

Specialty Quality Management Group

ARCP process must be carried out annually. Deanery emails all Educational supervisors as reminder before ESR.

The Deanery must capture and record all PSIs on a spreadsheet that must be considered quarterly by the Specialty Quality Management Group which reports to the Deanery Quality Management Group

1 PSI defined as any unintended or unexpected incident which could have or did lead to harm for one or more patients receiving NHS care and which has resulted in a practice based Significant Event Analysis and has been recorded in the GP Trainee e-portfolio as a PSI.

**PATIENT SAFETY INCIDENT (PSI)**

**Serious Complaint/Referral to GMC**

**(Please complete and upload to your e-Portfolio as a ‘courses/Certificates’ log entry.)**

Have you been involved in a patient safety incident (PSI) or had a serious complaint or been referred to the GMC in the last year or since your last ARCP review?

 Yes ❑ No ❑

If ‘yes’ please provide full details below :

(See below for definition of PSI)

Patient Safety Incident (PSI) is defined as any unintended or unexpected incident which could have or did lead to harm for one or more patients receiving NHS care and which has resulted in a practice based SEA and has been recorded in the GP Trainee e-portfolio as a PSI.

**Annex 9**

**REFERENCES**

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