## TRAINING AGREEMENT

THIS TRAINING AGREEMENT is made on the[ *date*  ]between

1. **North East Lincolnshire Clinical Commissioning Group** (hereinafter referred to as ‘the CCG’**)** of Municipal Offices, Town Hall Square, Grimsby DN31 1HU of the first part and
2. [ ] (hereinafter referred to as “the BIA”) of [ *BIA’s work address* ] of the second part and
3. [ ] of [ *provider address*  ] of the third part (hereinafter referred to as “the BIA’s Employer”).

WHEREAS

1. Via an agreement under s75 of the National Health Service Act 2006, North East Lincolnshire Council (‘the Council’) delegated adult social care responsibilities to the CCG. As an integrated commissioner, the CCG commissions a number of providers to deliver health and social care functions on its own behalf, and on behalf of the Council, for which it acts as delegate
2. Providers commissioned by the CCG employ professionals to provide health and care services and support, including employees who deliver Best Interest Assessor (‘BIA’) functions. The majority of BIAs utilised in North East Lincolnshire are not directly employed as BIAs, and deliver BIA functions alongside their substantive role
3. The Mental Capacity (Deprivation of Liberty: Standard Authorisations, Assessments and Ordinary Residence) Regulations 2008/1858 (‘the Regulations’) set out the eligibility criteria for BIAs
4. BIAs are appointed by local authorities, acting as a ‘supervisory body’. Whilst the Council retains statutory responsibility for appointing BIAs, local arrangements for appointing and validating BIAs are overseen by the Council and CCG. Focus independent adult social work (focus) administers the process for sourcing training, appointing and validating BIAs, in conjunction with the discharge of other statutory functions under the Mental Capacity Act 2005 (‘the MCA’)
5. Taking into account available resources and budgetary constraints, the Council and CCG wish to increase the number of BIAs available to support delivery of BIA functions within North East Lincolnshire, or outside of North East Lincolnshire where clients for which the CCG is responsible are placed out of area
6. This Training Agreement is made in anticipation of the implementation of the Liberty Protection Safeguards (LPS) introduced to the MCA by way of the Mental Capacity (Amendment) Act 2019. The LPS will remove the role of the BIA, and replace it with that of the Approved Mental Capacity Professional (AMCP). Although the roles of BIA and AMCP are not identical, they are treated as such for the purpose of this Training Agreement. It is anticipated that implementation of the LPS will be accompanied by a Code of Practice and regulations which will provide further detail regarding the AMCP role, and the requirements for training and qualification of such. The Code of Practice and regulations are not available at the date this Training Agreement is made
7. The Department of Health and Social Care announced in July 2020 that it aims “for full implementation of LPS by April 2022. Some provisions, covering new roles and training, will come into force ahead of that date”. It is possible therefore that implementation of some provisions will occur during the currency of this agreement i.e. before the obligations within it have been discharged. In the absence of a Code of Practice or regulations relevant to LPS, only current provisions (i.e. those which apply to BIAs) are referred to. It is nevertheless intended that the obligations of the parties to this Training Agreement will continue beyond the date at which the role of the BIA is superseded by that of the AMCP, unless those obligations have already been fully discharged.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

DEFINITIONS

1. In this Training Agreement the expressions already defined shall have the meanings assigned thereto and the following expressions shall unless the subject or context otherwise requires have the following meanings

8.1 Course of Studymeans the BIA qualification training, selected from the Department of Health’s list of approved providers (<https://www.gov.uk/government/publications/best-interests-assessor-list-of-organisations-providing-training>)

8.2 Course of Study Fees means tuition fees and examination fees necessary to complete the Course of Study. Where a BIA is required to re-sit an examination and additional cost is incurred, only one re-sit per examination (i.e. a second attempt) is included; costs incurred by subsequent attempts (where applicable) to pass examinations are not included

8.3 DoLS means the Deprivation of Liberty Safeguards contained in schedules to the Mental Capacity Act 2005

8.4 Framework means North East Lincolnshire BIA Competencies Framework. It is expected that the Framework will be updated to refer to the role and requirements of the AMCP as soon as further detail is available to facilitate this. Any reference to the Framework is intended to refer to any updated version thereof.

COURSE OF STUDY

1. This Training Agreement relates to the following Course of Study *(please complete)*:
   1. Course of Study:
   2. Course of Study provider:
   3. Mode of study:
   4. location of Course of Study delivery:
   5. Course dates:

9.6 Timeframe for completion of Course of Study:

RESPONSIBILITIES OF THE PARTIES TO THIS TRAINING AGREEMENT

1. The CCG agrees to pay the Course of Study Fees direct to the Course of Study provider where these have been agreed in advance and an invoice raised by the Course of Study provider. No other fees or expenses will be met.
2. Payment of Course of Study Fees is managed by the People Services Team at focus.
3. The BIA’s Employer agrees to the following:
   1. Evidence that the BIA meets the requirements set out in the Regulations in force from time to time

12.2 Release the BIA from work to attend the Course of Study as required by the Course of Study provider and ensure that the BIA is provided with appropriate equipment to allow them to fully utilise the Course of Study; by way of example only, this will include, where necessary, provision of a personal computer which will effectively facilitate attendance via Zoom, Teams or other virtual platform

12.3 Work with the People Services Team at focus to ensure that the BIA’s intended Course of Study offers best value. Considerations of best value will include, but may not be limited to, the Course of Study’s location (for example, minimising the required travel time and travel costs) and mode of study (for example, staggering the required attendance at physical study sessions, which minimises the need for overnight stays between consecutive dates). Where BIAs are attending the same Course of Study at the same time as others working for the BIA’s Employer, the BIA’s Employer will facilitate shared transport, and/ or accommodation wherever possible and appropriate. Attendance at the Course of Study may be conducted via Zoom, Teams or other virtual platform

12.4 Following qualification as a BIA, release the BIA from work obligations which will enable them in particular to:

12.4.1 contribute to the BIA rota (or in future, an AMCP rota), managed by the DoLS Team at focus. This will require the BIA to undertake a minimum of four best interests assessments (or LPS equivalent activity) per annum

12.4.2 attend as a member of the DoLS Panel (or LPS equivalent panel) on a rota basis, and participate in the peer review and approval of assessments

12.4.3 complete a minimum of 18 hours training per annum relevant to the BIA role (or in future, the AMCP role)

12.4.4 attend other forums and conferences as set out within the Framework

12.4.5 contribute to local reporting as set out within the Framework

12.5 Support the BIA to meet the requirements of the Framework

12.6 Provide the BIA with regular professional supervision appropriate to the BIA role (or in future, to the AMCP role)

12.7 Where the BIA’s employment will terminate, confirm the date of termination with the DoLS Team at focus

12.8 The BIA’s Employer will repay to the CCG 100% of the Course of Study Fees and Course of Study Expenses in the following circumstances:

12.8.1 If the BIA fails to complete the Course of Study for any reason

12.8.2 If the BIA fails to fulfil a minimum of one year’s service as a BIA or in future as an AMCP (commencing with the date of qualification) during which time the requirements of the Framework are fully met by the BIA.

13. At its discretion, the CCG may waive the requirement to receive reimbursement of the Course of Study Fees where the BIA secures alternative employment:

13. 1 with an employer which enters into an agreement with the BIA and CCG on the same terms as this Training Agreement and

13.2 the BIA enters into an agreement with the BIA’s Employer and CCG on the same terms as this Training Agreement and

13.3 a new agreement in the same terms as this Training Agreement is entered into sufficiently promptly to ensure that the BIA is still able to comply fully with its requirements (by way of example only, is still able to undertake a minimum of four best interests assessments or LPS equivalent activity per annum).

14. The CCG’s Finance Team will make arrangements for the repayment of Course of Study Fees by the BIA’s Employer, where necessary.

15. The BIA agrees to the following:

15.1 Attend and undertake course work as required by the Course of Study provider. The BIA will ensure that they are able to access appropriate equipment to allow them to fully utilise the Course of Study; by way of example only, this will include, where necessary, access to a personal computer which will effectively facilitate attendance via Zoom, Teams or other virtual platform

15.2 Give permission for the Course of Study provider to release the results of study to the People Services Team at focus

15.3 Report any absence, including sickness, from the Course of Study to the People Servicess Team at focus, and to the Course of Study provider

15.4 Where the BIA’s employment will terminate, confirm the date of termination with the DoLS Team at focus

15.5 On completion of the Course of Study, fulfil a minimum of one year’s service as a BIA or in future as an AMCP (commencing with the date of qualification), ensuring that during this time the requirements of the Framework are fully met.

AS WITNESS the hand of the BIA and the hand of the representative of the CCG and the hand of the BIA’s Employer the day and year first before written.

*Signed:* .................................................................. *(Signature of BIA)*

|  |  |
| --- | --- |
| *Signed: ………………………………………………..* | *(Signature of CCG’s representative)* |
| *On behalf of North East Lincolnshire Clinical Commissioning Group (the CCG)* |  |
| *Signed: ………………………………………………..* | *(Signature of BIA Employer’s representative)* |
| *On behalf of: [ name of BIA Employer* | *] (BIA Employer’s Representative)* |