**MEMORANDUM OF UNDERSTANDING**

**Between**

**Employing Organisations and Host Organisations**

1. **Introduction**

This memorandum of Understanding lays down principles agreed by Employing Organisations and Host Organisations (see definitions below), and the respective counterparts of each of the named Organisations to govern their relationship.

The purpose of this Memorandum of Understanding is to document a framework which will assist all Host Organisations to deliver and strengthen the Integrated Health & Social Care Apprenticeship Programme.

For the purpose of this document, Employing Organisations refers to Derbyshire County Council and University Hospitals of Derby and Burton NHS Foundation Trust. The Host Organisations refers to Derbyshire Community Health Services NHS Foundation Trust, DHU Health Care, Chesterfield Royal Hospital NHS Foundation Trust, Derby City Council, Derbyshire County Council and Private, Voluntary and Independent Organisations.

1. **Purpose**

The Government has a stated aim to support and maintain the provision of Integrated Health and Social Care in the wake of the Cavendish Report, and local providers are charged with ensuring such provision is made available.

Health and Social Care providers from across Derbyshire have been invited to join together to implement a programme satisfying the Government’s requirements across Derbyshire.

1. **Scope**

The scope of the Memorandum of Understanding covers the following;

* Content of the Programme
* Funding
* Recruitment and Selection
* Placement Management
* Local Practice
* Management of Human Resources
* Support for Apprentices During the Programme
* GDPR Compliance
* Dispute Resolution
* Indemnity

These are dealt with in turn below.

1. **Content of Programme**

The programme will incorporate placements and requisite training in areas that span both health and social care. Successful completion of the Apprenticeship will lead to the award of Level 2 Apprenticeship in Adult Care. This will include functional skills which must be completed to the level as defined in the appropriate framework or standard.

The programme is full time and will consist of 5 placements of 13 weeks; each to include experiential learning in different care environments hosted by partners across the county. All placements will be agreed at the start of the programme. Each 13 week placement may be sub-divided to incorporate shorter placements to ensure that all requirements are met. The requirements for the award of the Care Certificate will be met during the first 13 weeks of training.

1. **Funding**

Each of the funding organisations will fund the salary (inclusive of on-costs) of one apprentice, which will be paid to the Employing Organisations.

The funding will be equal and will be based on the top of the salary range regardless of the actual ages of the apprentices. Any extra funding will support the Employing Organisation to provide uniforms, HR support, finance support, etc.

Each of the 5 funding organisations will provide an extra £200 to the Employing Organisations to support any ad hoc expenses that may exceptionally arise and are required to undertake the programme.

Unsocial hours will not form part of the regular contractual hours worked. In circumstances where a host organisation requires that the apprentice works unsocial hours, funding will be met by the host organisation.

Should any apprentice leave the programme part-way through, the 5 funding Organisations will continue to support the salary of the remaining apprentices, sharing the costs equally.

The programme fees will be drawn from the employer’s Apprenticeship Levy.

1. **Recruitment and Selection**

All apprentices, their employers and lead provider must hold a signed copy of the Commitment Statement setting out how they will support the successful achievement of the apprenticeship. The responsibility of ensuring the Commitment Statement is signed lies with the Employing Organisations.

The Employing Organisations will lead on recruitment in collaboration with hosts, and in line with their existing policies and procedures.

1. **Placement Management**

Placement support will be agreed between the Employer and Host Organisations as detailed in the Rotational Agreement (Appendix 1).

1. **Local Practice**

When apprentices are working on placement within the operational environment of a Host Organisation who is not their Employer, they will follow local policies and procedures. To ensure full awareness of such policies and procedures, every Host Organisation will provide a comprehensive local induction ensuring that all relevant policies and procedures are explained to the apprentice. Additionally, the Employing Organisation should be provided with access to a copy of relevant policies and procedures as required.

Some knowledge or skills may be learnt whilst out on placement; the practice of which may only be required within that area. Host Organisations are responsible for carrying out orientation/induction briefings to identify whether any such skills remain within the remit of that post in the new area.

1. **Management of Human Resources**

Full pre-employment checks will be carried out by the employing organisations.

In the event that an HR issue, such as sickness, absence management, capability or disciplinary matter arises, this will be dealt with by the host organisation. In exceptional circumstances, where issues have to be escalated, further advice will be sought from the Employing Organisation’s HR Team. Sickness or other absence should be reported to the employer organisation to ensure recording on the ESR system.

In a role where uniform is routinely worn, the apprentice will conform to the Uniform Policy of the organisation that they are working in. Each Host Organisation will provide an ID badge in line with their policies and procedures, as well as reasonable access to IT systems as required as part of the role.

Leave arrangements will be in line with the Employers’ Terms and Conditions and spread evenly over the duration of the programme. All leave must be approved, recorded and monitored by the Host Organisation, and the Employing Organisation will be informed for central recording

In order to retain the talent and experience within the sector, each partner organisation involved in the pilot programme, will commit to sign posting suitable vacancies within their respective organisations to all of the pilot programme apprentices.

1. **Support for Apprentices during the Programme**

The Talent Academy Steering Group will act as the co-ordinator of the programme and will jointly monitor the progress of each apprentice at fortnightly meetings. Each Host Organisation will allocate a lead who must attend the fortnightly Steering Group meetings, a line manager who oversees day-to-day operations, and at least one buddy. (Appendix 2).

The line manager/day-to-day supervisor/buddy will also work with the apprentice and their learning provider to ensure all elements of the apprenticeship learning can be achieved.

Regular reviews of progress will take place throughout the programme involving the apprentice, learning provider and placement supervisor at the end of each rotation and as necessary. At the end of a rotation, the Host Organisation will hand-over to the next Host Organisation.

1. **GDPR Compliance**

This privacy notice is issued by the Education and Skills Funding Agency (ESFA), on behalf of the Secretary of State for the Department of Education (DfE). It is to inform learners how their personal information will be used by the DfE, the ESFA (an executive agency of the DfE) and any successor bodies to these organisations. For the purposes of relevant data protection legislation, the DfE is the data controller for personal data processed by the ESFA. Your personal information is used by the DfE to exercise its functions and to meet its statutory responsibilities, including under the Apprenticeships, Skills, Children and Learning Act 2009 and to create and maintain a unique learner number (ULN) and a personal learning record (PLR). Your information will be securely destroyed after it is no longer required for these purposes.

As part of the memorandum of understanding and rotation agreement, it may be necessary from time to time for the Trust to share details relating to your personal employment with host organisations. The information relates to personal data in respect of employment application details, references, DBS checks, health records, bank details, criminal offence data, performance appraisals, disciplinary records, holiday and sickness records, education & training, salary reviews and remuneration details amongst other records and not limited to the above. This will only take place where the law allows it and the sharing is in compliance with data protection legislation.

**12. Dispute Resolution**

 **Informal Approach**

The Parties will attempt to resolve any dispute between them in respect of this MoU by negotiation in good faith.

**Formal Process**

Where the Parties are unable to agree, proposals for dispute resolution will be set out by the STP SRO. The SRO together with two or more other organisations from within the system who are not in dispute (one or more may be regulators) will be nominated to hear the dispute. These organisations will be selected for their expertise and neutrality. The SRO together with the CEOs (or regulator equivalent level) of the respective organisations will constitute the panel; they may draw upon the relevant expertise from within the system to advise them.

Parties are expected to represent themselves (no legal representations will be accommodated), and work constructively and collaboratively to bring disputes of any kind to a resolution as quickly as possible.

Where one or more organisations disagrees with a recommendation or decision, those parties will clearly document the back-ground, their position that states what the dispute is and what they believe is a reasonable solution.

The panel will convene to consider the paperwork submitted. The panel may call either party for clarification. However, all parties must be present and available.

The panel will present their decision to both parties, setting out their reasons as fully as is reasonably practical.

There is no appeal process.

**13. Indemnity**

None of the parties to this agreement intends that the other parties shall be liable for any loss it suffers as a result of this MOU.

Each employer/host undertakes to indemnify the other party against all specified actions incurred by an employee whilst undertaking the apprentice programme. This includes Employment Tribunal (ET) claims, costs, demands, liabilities, losses and expenses (including negligence).

Each employer/host will ensure that it maintains appropriate insurance arrangements in respect of employers liability, third party liability and all other potential liability under this agreement.

 **ROTATIONAL AGREEMENT**

This Agreement is made between:-

1. **Name of Employing Organisation:**

 **University Hospitals of Derby and Burton NHS Foundation Trust**

 **Derbyshire County Council**

2. **Name of Host Employer(s):**

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3. **Apprentice Employee:**

The Employee is currently employed by (Employing Organisation) as a Health & Social Care Apprentice

The parties have agreed that for the maximum period of this Agreement, the Employee will undertake a placement to work with the Host(s) to work as a Health & Social Care Apprentice. The Employer, the Hosts and the Employee accept and agree that this agreement is intended to supplement the formal contract of employment.

**It is agreed:**

**1.** **Duration of Agreement**

1.1 This Agreement is effective from 1 September 2018 to 31 December 2019

1.2 This agreement will be effective between the Employing Organisation/Host at any given time, from the start of the placement until the end of the final rotation, and with one Host Employer for the time of the start and end dates of the relevant rotation indicated above.

**2.** **Placement Management**

2.1 The Employing Organisation and Employee agree to provide to the Host Employers, for the Employee to undertake the apprenticeship placement on a full time basis. The Employee will comply with the Hosts’ reasonable requirements and instructions as communicated by it to the Employee from time to time.

2.2 The Employee will report to the relevant local manager/Buddy as stipulated in the table below at the Host organisation for the period of the placement.

The day-to-day direction and supervision of the Employee and their conduct and actions whilst on placement shall be the exclusive responsibility of the Hosts in accordance with local policies and procedures.

The Employee will normally be expected to work as an apprentice at the Hosts’ premises as indicated below and such other locations as may be reasonably required of the Hosts.

2.3 The employing organisation and host will agree to share the following activities;

* Recruitment & Selection
* Apprenticeship release for programmed study periods
* Programme Reviews
* Provision of a point of contact/buddy for the apprentice in the operational environment

2.4 The Host employer will submit reports on the performance or conduct of the Employee as and when reasonably requested by the employing organisation. Regular reviews of progress will take place with the host organisation for duration of the placement and written reports submitted as necessary. A final formal appraisal review will be undertaken by the host and employing organisation prior to a substantive offer of employment being made by one of the partners to the agreement.

2.5 The Host Employer will be responsible for ensuring that appropriate employer liability and other appropriate insurance cover exist for the Employee.

**3.** **Termination of the Agreement**

3.1 This Agreement will automatically terminate upon the expiration of the 5 placements, unless by prior mutual agreement to extend the duration of the placement.

3.2 This Agreement may be terminated by any party, in collaboration with all participating organisations, during the placement by provision of 4 weeks’ notice in writing.

3.3 This Agreement may be terminated by notice in writing having immediate effect by either party if any of the other parties commits a material breach of its obligations under this Agreement.

**4.** **Funding**

4.1 The Employee will remain employed by the employing organisation for the duration of the placement to the Host Employer.

4.2 The employing organisation shall be responsible for the payment to the Employee of their salary in the usual way, and as defined in the contract of employment and memorandum of understanding between the parties.

4.3 The Host Employer shall fully indemnify the employing organisation in respect of all and any matters arising in respect of the Employee’s placement as a Health & Social Care Apprentice, including in respect of any complaints or claims by the Employee.

**5.** **Health and Safety**

The Host Employer shall be responsible for ensuring that the Employee observes its health and safety policies and procedures and maintains a safe method of working. The Employee will observe all reasonable safety instructions given to her from time to time by the Host Employer.

**6.** **Management of Human Resources**

6.1 All matters of grievance, discipline and capability shall be dealt with by the employing organisation in accordance with its normal grievance and disciplinary procedures. The Host Employer undertakes to report to the employing organisation at the earliest possible opportunity, all matters that may require disciplinary action by the Employer and to participate promptly in any subsequent action that may be necessary.

6.2 The Host Employer agrees to co-operate fully with the employing organisation to resolve grievances raised by the Employee.

6.3 Any concerns regarding attendance, conduct and sickness absence will be brought to the employee’s attention at the earliest opportunity and if appropriate, dealt with in accordance with the appropriate policy. In the event of sickness, the Employee shall notify both the Host Employer, who will ensure that the employing organisation is made aware for recording and monitoring purposes.

**7.** **Periods of leave**

7.1 The Employee shall book all leave to which they are entitled with the host employer, who will record it and notify the employing organisation. This is expected to be booked proportionately with the placement time unless otherwise agreed.

**8.** **General Obligations**

8.1 The apprentice has the responsibility to adhere to the Data Protection Legislation enforced by the host employer.

8.2 No information of a personal confidential nature concerning the employing organisation should be divulged to anyone without the proper authority having first been given.

**Operational Contacts:**

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| University Hospitals of Derby and Burton NHS Foundation Trust | Barbara Day – Senior Nurse, Professional Development |
| Derbyshire County Council | Deborah Jenkinson |
| Chesterfield Royal Hospital | Sarah Sewell |
| Derbyshire Community Health Services | Lauren Adkin |
| DHU Health Care | Mick Hayes |
| Derby City Council | Sarah Howe |
| Voluntary and Independent Organisations | Derby City – Sonja LongdonDerbyshire – Hazel Jones |