



# LOCAL LEVEL AGREEMENT

Obligations between Higher Education Institutions and Placement Providers for the provision of placements in Wales relating to commissioned nursing, midwifery, allied health profession, physician associate, and healthcare science programmes.

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## Foreword

This Local Level **Agreement** sets out the obligations between Higher Education Institutions and Placement Providers for the provision of practice learning placements across NHS, Social Care and Independent sector organisations in Wales.

The Agreement is approved by Health Education and Improvement Wales in relation to The Parties and provision of practice learning opportunities relating to commissioned nursing, midwifery, allied health profession, physician associate, and healthcare science programmes.

I endorse this Agreement on behalf of Health Education and Improvement Wales.

**Name:** Lisa Llewelyn

**Position:** HEIW Director of Nurse and Health Professional Education

**Signature (on behalf of HEIW):**



**Date:** 08.08.22.

## 1. The Parties

This Agreement is between:

- a. [Add in name of the education provider Higher Education Institution (HEI) whose address is [add in address] (“**HEI**”)
  
- b. [Add name of Placement Provider] whose address is [add in address] (“**the Placement Provider**”)

Each a ‘Party’ and collectively the ‘Parties’.

## 2. Interpretation, Authorised signatories and points of contact

Unless otherwise defined in the body of this Agreement, the definitions set out in clause 21 (Glossary) shall apply in this Agreement.

This Agreement is intended for signature by authorised representatives of the Parties and covers all Practice Learning Environments within the Placement Provider’s boundaries:

- For HEIs this would be the Dean/ Head of School.
- For Health Boards, this would be Directors and Nursing, Midwifery, Therapies or Healthcare Science as appropriate.
- For social care settings this would be the Director of Social Services.
- Where a Local Level Agreement is required for an individual placement setting this would be signed by the Service Manager.

2.1 The Parties authorised signatories for the purpose of this Agreement are:

HEI:

Placement Provider<sup>1</sup>:

2.2 The designated points of contact for the purposes of this Agreement are:

HEI:

Placement Provider<sup>2</sup>:

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<sup>1</sup> Add names for each Party, as appropriate

<sup>2</sup> Add names for each Party, as appropriate

### 3. Agreement period

- 3.1 This Agreement will take effect from (the “Commencement Date”).
- 3.2 The Agreement will continue for a period of 24 (twenty-four) months from the Commencement Date unless it is terminated in accordance with the terms of the Agreement.
- 3.3 Subject to clause 20 (Variation), this Agreement may be renewed by written agreement between the Parties.

### 4. Purpose of the Agreement

- 4.1 The provision of high-quality education and training of healthcare professionals depends on an effective partnership between Higher Education Institutions (HEIs), and Health Boards/ NHS Trusts/ Social Care/ Independent Practice Learning Partners (henceforth referred to as Placement Providers in this document) involved in providing placement Practice Learning Experiences.
- 4.2 Practice Learning Experiences are provided in a wide range of primary, secondary, tertiary health and care sectors for example in Health Boards, NHS Trusts, GP practices, social care services, care homes, schools, voluntary and independent sector settings.
- 4.3 This Agreement was developed by Health Education and Improvement Wales in conjunction with HEIs and Placement Providers.
- 4.4 This Agreement is a formal undertaking between the Parties and is intended to set out the expectations and obligations between each Party. This is not a legally enforceable Agreement. However, the Parties are expected to honour their respective obligations under this Agreement. The Parties will escalate matters to Health Education and Improvement Wales where this Agreement is not adhered to. Any dispute will be resolved in accordance with the Dispute Resolution Process outlined in clause 17 of this Agreement.
- 4.5 This Agreement sets out the arrangements for the allocations of students to undertake proficiency-based learning as part of their formal professional education to meet both statutory and professional body requirements. The Agreement is not intended to imply sole or exclusive rights to Practice Learning Environments. However, practice staff from Placement Providers contribute to the development of practice and theoretical components of curricula with the aim of ensuring the joint ownership of programmes.
- 4.6 This Agreement is written for practice placements relating to all commissioned healthcare programmes (nursing, midwifery, allied health profession, physician associate, healthcare science).

## 5. Objectives

- 5.1 The Parties to this Agreement wish to co-operate on the following basis to:
- Discharge functions, duties, and responsibilities in the most efficient way.
  - Provide supervisory support to students aligned to regulatory standards.
  - Provide flexible resources which can be targeted at priority areas.
  - Ensure a focus on developing student proficiency to the point of registration.
  - Ensure the necessary capacity and capability is in place to support students to meet their practice learning outcomes.
  - Support effective team working between both Parties and between students and the wider health/social care team they will interact with as part of their practice-based placement.
  - Develop an effective operating model with regards to student supervision and assessment in terms of public safety.
- 5.2 The roles and responsibilities of the Parties are set out in this Agreement but for the purposes of clarity, they can be summarised as follows:

**Health Education and Improvement Wales (HEIW):** As the education commissioner for the NHS Wales non-medical workforce, HEIW advises the Welsh Government each year of the required number of healthcare training places required to meet current and future NHS Wales workforce need. This includes both undergraduate and post graduate professional education. HEIW's Education Commissioning and Quality Team undertakes a range of quality functions including quality planning, quality management, quality assurance, and quality improvement in relation to HEI education contracts.

**Higher Education Institution (HEI):** The HEI will support the Placement Provider and student to ensure practice-based learning experiences meet the requirements of individual students and the outcomes of their programme. As a significant proportion of programmes require students to undertake practice placements, the relationship between HEIs and Placement Providers is critical to ensure the totality of the programme and provides for all students' learning and development needs.

**Placement Provider:** The Placement Provider will work in partnership with the HEI on a non-exclusive basis to provide Practice Learning Experiences that enable the students to apply their knowledge, skills, and behaviours to develop proficiency and confidence in practice. Placement Providers will work in the spirit of this Agreement to ensure students have a positive experience in practice and can progress through their programmes in accordance with regulating governing body requirements.

## 6. The Provision and Management of Practice Learning Experiences

- 6.1 The purpose of Practice Learning Experiences is to enable students to become confident, proficient practitioners and develop the knowledge, skills, values and behaviours required to deliver safe, compassionate, and effective care as part of seamless, multi-disciplinary, and interprofessional working.



- 6.2 HEIW will issue an 'Annual Placement Plan' to assist HEIs and Placement Providers in managing placement capacity and to ensure that appropriate allocations of student numbers are aligned with Health Board Integrated Medium Term Plans (IMTP's) and sustainable workforce projections (see Appendix 1).

The number, nature, and location of practice learning opportunities in individual placement settings will be determined through operational discussions between the Placement Provider and partner HEIs, reflecting the number of students commissioned by Health Education and Improvement Wales on behalf of the Welsh Government.

- 6.3 HEIW will provide a response function where HEIW involvement is required to assist in alleviating placement capacity issues raised by HEI and Placement Providers. The HEIW response function will include escalation of placement capacity issues that are not more immediately resolved between HEIs and placement providers, and that benefit from discussion at Departmental Head or Deputy Director/Director level where necessary.
- 6.4 If the Placement Provider becomes aware that they cannot meet the agreed numbers, they will inform the HEI at the earliest opportunity, and work with them to try and provide alternative arrangements.
- 6.5 If a placement area becomes unavailable after it has been allocated, where possible, all attempts will be made by the HEI, in partnership with Placement Provider, to relocate the student to another placement setting.
- 6.6 The Placement Provider, in collaboration with the HEI, may suspend an individual placement area in the case of an unforeseeable event or deemed emergency. The Parties will ensure that alternative placements are allocated at the next available opportunity, allowing a reasonable amount of time for necessary arrangements to be made, and in a way that minimises any impact on students.
- 6.7 The HEI will work with Placement Providers to arrange for the provision of an overall minimum of 4 weeks Inter-Professional Education over the course of a programme. Inter-Professional Education placement days can be spread across the whole programme, can utilise simulated learning activities in a practice or HEI setting, and do not necessarily need to be delivered in one 4-week block of learning.
- 6.8 HEIW will work with HEIs and Placement Providers to support placement quality, innovation, and improvement and to assist measures that maximise placement capacity.
- 6.9 HEIs will ensure that any relevant Quality Assurance Agency (QAA), Health Regulator or Professional Body reports that have a significant impact on placement availability are escalated to the Placement Provider and to HEIW. Equally that relevant QAA, Health Regulator or Professional Body reports impacting on placements will be escalated by the Placement Provider to the

HEI. The HEI escalating a concern must also share information with the other HEIs using that practice learning environment.

- 6.10 The Parties, working in collaboration, will ensure that the standards and supervision of the practice learning setting conforms to standards laid down by the relevant professional and statutory bodies and any locally agreed criteria.
- 6.11 The Parties agree to collaborate in undertaking joint educational audits of Practice Learning Environments where students from different HEIs are utilising the same Placement settings.
- 6.12 Practice placements for students will be arranged by HEIs in collaboration with Placement Provider staff.<sup>3</sup> During these periods of practice learning the student will work under the direction of Practice Supervisors and a nominated practice assessor/educator (or equivalent role).
- 6.13 During periods of practice learning, students will be given an opportunity to work with a range of service users and will have access, as appropriate, to case histories/medical and care records with the ability to input data into these records, including available paper based and electronic systems.
- 6.14 The Placement Provider agrees that students can make entries into patient care records (countersigned) during Practice Learning Experiences as appropriate and with relevant supervision, can document anonymised critical incidents, case studies and reflective accounts for the purposes of their ongoing learning as appropriate/required. Placement Providers will reinforce students' HEI induction content and ensure they are aware of confidentiality policies, data protection requirements and procedures in these circumstances.
- 6.15 The HEI will ensure that all students understand the need for appropriate conduct when involved in care delivery, including the need for students to inform service users and carers of their student status and gain consent for involvement in their care.
- 6.16 The HEI will ensure that the student is made aware of legislation relevant to the practice learning environment regarding data protection, confidentiality, and equality and diversity. Placement providers will ensure students are made aware of organisation specific policies and procedures relating to:
- Social Services & Well-being (Wales) Act 2014
  - Wales Safeguarding Procedures 2019 – Adult and Child at Risk of Harm, Abuse & Neglect, Section 5: Person in a Position of Trust
  - Violence against Women, Domestic Abuse and Sexual Violence (VAWDASV) – to include BCUHB Procedures.
  - Mental Capacity Act 2005 & DoLS
  - Data Protection Legislation

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<sup>3</sup> Health Boards/NHS Trusts usually arrange Open University student placements



- 6.17 The HEI and Placement Provider agree to comply with the relevant provisions of the Freedom of Information Act 2000, the duty of quality and candour requirements of The Health and Social Care (Quality and Engagement) (Wales) Act 2020 and any amendments thereof.
- 6.18 The Parties confirm that they will observe their respective obligations in respect of Data Protection Legislation. The HEI and the Placement Provider agree that personal data relating to the student is held securely and confidentially and in accordance with the Data Protection Legislation.

The Placement Provider will not use or disclose the student's personal information for any purpose other than is necessary for the administration of a student's Practice Learning Experience. Information must only be shared between the parties where there is a legal basis for doing so and the necessary requirements are in place.

- 6.19 Barring unforeseen events, a student will not be moved from the agreed allocated Practice Learning Environment, except where this is required due to urgent reconfiguration or as a necessary part of a student's educational programme. Local HEI/Placement Provider escalation policies will be adopted in these extenuating circumstances. Should these circumstances arise, the Placement Provider will immediately inform the HEI.
- 6.20 When a Practice Learning Environment no longer provides learning experiences due to changes in health/ social care provision, the HEI should be informed immediately in order that an alternative placement may be arranged as necessary.
- 6.21 At the end of each placement, students will be required to evaluate their experiences to monitor and improve the quality of Practice Learning Environments. Timely information gathered via the evaluation process will be shared by the HEI with the Placement Provider. The HEI will direct each student to complete and submit a placement feedback form following each placement. HEIs and Placement Providers will collaborate to ensure evaluation feedback for placement settings identifies best practice and innovation as well as any areas for improvement.
- 6.22 Where existing post placement surveys are not already established, Education Providers can integrate the following post-placement evaluation template supplied by HEIW into their internal systems:  
<https://forms.office.com/Pages/ShareFormPage.aspx?id=uChWuyjjgkCoVkM8ntyPrnKA v3cQ2m5Bt4I76tsw0IRURUFUOVRCQk1aTEFNSEdKNkVRV0UyUDIHNC4u&sharetoken=XrmdELNn5zOTWQNajYfi>
- 6.23 Both Parties will work together to ensure that Practice Supervisors and Practice Assessors/educators arrange wherever possible for student supervision and assessment to be undertaken in the Welsh or English language.



6.24 The HEI will host, and be fully responsible for, any placement software system in use. The HEI will work with Placement Providers to ensure the relevant information exchange and/or accessibility to placement software systems by placement provider staff and students. The responsibility for ensuring that placement software system users, including students, are aware of their rights in relation to using and entering information capture will be the responsibility of the HEI, as host of the system.

## 7. Financial arrangements

7.1 Student bursaries and any associated allowances and expenses will be paid by the HEI and, therefore, no payment will be made by the Placement Provider to the student(s) during any period of Practice Learning Experience.<sup>4</sup>

7.2 Cost of travel as a requirement of a Practice Learning Environment will be reimbursed for commissioned students by the HEI and reclaimed from HEIW. The Placement Provider agrees to sign time sheets as a true reflection of student involvement in placement activities.<sup>5</sup>

## 8. Supervision and assessment

8.1 Placement Providers will ensure students always remain supernumerary to the workforce during practice learning and that this meets with regulatory body and local policy requirements.

8.2 The Placement Provider will have suitable arrangements and policies to ensure students are protected from direct or indirect discrimination, unwanted behavior linked to a protected characteristic, or any other unfair treatment as aligned to the Equality Act (2010).

8.3 In respect of a student's disclosure of additional learning needs or disabilities they want to be considered to assist their practice learning, the HEI and Placement Provider will participate in a joint meeting to discuss what reasonable adjustments/ risk assessments may need to be made to accommodate an individual's needs, and whether those reasonable adjustments can be made prior to and/ or whilst undertaking Practice Learning Experiences.

8.4 The Placement Provider will ensure there are sufficient and appropriate staff to undertake the supervision and assessment of students' learning, and to attend supervisor and assessor/ practice educator training and updates that comply with organisational requirements and regulatory and professional body requirements.<sup>6</sup>

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<sup>4</sup> Certain part-time students are funded via their employers rather than through the bursary scheme

<sup>5</sup> Note that in relation to 7.2 Health Boards/ NHS Trusts reimburse part time students who are employed.

<sup>6</sup> It is acknowledged there may be variation of training provision across programmes. For nursing and midwifery, practice supervisor and assessor preparation is predominantly provided by Practice Education Facilitators and is the responsibility of the Health Boards/NHS Trusts. For Allied Health Professions training is provided and resourced by HEIs including refreshers often delivered within practice settings or through blended learning.

- 8.5 The HEI/ Placement Provider (as appropriate) will provide education and training programmes in the supervision and assessment of students' practice learning in line with regulatory and professional body requirements.
- 8.6 The HEIs will provide a designated Link Lecturer to act as a liaison between the HEI and each Practice Learning Environment to which students are allocated. The HEI will provide the Placement Provider with the names of, and contact points for, these Link Lecturers.
- 8.7 HEI staff will liaise with Placement Providers involved in the supervision and assessment of practice learning and will have access (where appropriate) to individual placement settings with the agreement of the nominated staff member in charge.
- 8.8 Each student will have access to Practice Supervisors and Practice Assessors or Practice Educators (or equivalent)<sup>7</sup> during Practice Learning Experiences and will work with supervisors and assessors/educators in accordance with regulatory and professional body requirements.
- 8.9 When conducting summative assessments in practice, the Practice Assessor (or equivalent) will be supported by their organisation to commit adequate time to assess the student in line with regulatory and professional body requirements.
- 8.10 Practice Supervisors, Practice Assessors, Practice Educators (or equivalent roles) will support students who are not meeting required levels of proficiency in practice and facilitate further opportunities, where appropriate, to achieve learning outcomes utilising relevant programme pro-forma action plans. In these circumstances, Practice Assessors/ Practice Educators (or equivalent) will ensure timely communications with Academic Assessors and relevant HEI staff in relation to students' programme progression.
- 8.11 Practice Supervisors and Practice Assessors/ Practice Educators (or equivalent) will be appropriately supported by colleagues including the HEI should a situation arise where a student is not meeting the required levels of proficiency in line with programme requirements.
- 8.12 The HEI will provide information to staff involved in the supervision and assessment of students' practice-based learning on the specific requirements of the education programmes.
- 8.13 Practice Supervisors and Practice Assessors/ Practice Educators will be required to assess students' competence and proficiency against criteria set within the specific programme of study, and to provide necessary reports on the student during and at the end of their placement experience using relevant pro-forma.

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<sup>7</sup> It is recognised that may be different terminology used for practice supervisor and assessor roles across nursing and midwifery, allied health, and healthcare science professions. Please see glossary for clarification.

- 8.14 The HEI will work with Practice Education Facilitators/ Care Home Education Facilitators/ placement coordinators (and equivalent roles) to provide appropriate support for Practice Supervisors, Practice Assessors/ Practice Educators for them to be able to manage students in a fair and transparent manner.
- 8.15 The HEI will inform the Placement Provider immediately if a student is no longer enrolled on a HEI programme.

## 9. Facilities within the Practice Learning Environment

- 9.1 The Placement Provider agrees to provide facilities to support students undertaking Practice Learning Experiences in service areas, including where available, access to libraries and multi-professional learning resources.
- 9.2 The Placement Provider agrees to ensure that students undertaking Practice Learning Experiences have, as far as reasonably practical, similar work facilities and amenities as those available to its employees including access to IT facilities and secure wi-fi networks. The Placement Provider will signpost library and IT facilities to all undergraduate and postgraduate healthcare students.<sup>8</sup>
- 9.3 The Placement Provider agrees to wherever possible make available within each Practice Learning Environment an office space (telephone; electronic connection) so staff from the HEI can meet students virtually or face to face when required.

## 10. Recruitment and selection

- 10.1 The HEI and Placement Providers will confirm through the educational audit process they meet the requirements of the Equality Act 2010 as amended, replaced, consolidated or re-enacted from time to time and any other relevant secondary legislation.
- 10.2 Throughout the recruitment and selection process, the HEI agrees to ensure that there is no discrimination against applicants on the grounds of protected characteristics, disabilities, or additional learning needs.
- 10.3 The HEIs will ensure that during the recruitment/selection process an enhanced disclosure is obtained from the Disclosure Barring Service (DBS) for all students entering healthcare programmes.
- 10.4 The HEIs and Placement Providers will ensure students subscribe to the DBS Update Service.

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<sup>8</sup> Wherever possible, access should be made available to library and quiet study facilities. This includes signposted access to a local hospital library enquiry service, print collections searchable using the NHS Wales Library Search catalogue, NHS Wales digital library resources (journals, evidence summaries, databases, guidelines), networked/standalone PCs with provision to access university email, internet, and a range of appropriate Office software, secure wireless network which enables students to access the internet (eduroam wi-fi; photocopying, printing and scanning services).

- 10.5 The HEIs and Placement Providers will ensure any fitness to practise disclosures, cautions or convictions which occur prior to or following a student's enrolment on a programme will be immediately referred as appropriate to Fitness to Practise panels. HEIs will ensure, where relevant, Placement Provider representation on Fitness to Practise panels. Panels will determine whether a disclosure allows a student to proceed on a programme, or whether any additional supervision measures are required.
- 10.6 At the end of each academic year, the HEI will require students to sign a self-disclosure form and to indicate, where necessary, any adverse determinations such as convictions, cautions, pending prosecutions that have occurred or any other aspects of a student's health, personal and/or professional circumstances which effect their performance and / or conduct.
- 10.7 The Placement Provider will ensure practice staff representation and participation in recruitment and selection and processes of students for programmes. Where appropriate, HEIs will also ensure students, service users/carers are included in recruitment and selection processes.
- 10.8 The HEIs undertake to ensure that all those seeking entry to a healthcare programme will be required to provide references from their most recent employer and/or place of study.
- 10.9 Practice Placements that require students to drive as a key component of their Practice Learning Experiences will make the requirement clear to the HEI.

## 11. Preparation and induction

- 11.1 The HEI will ensure that students undertaking Practice Learning Experiences have completed all statutory and mandatory training commensurate with Placement requirements aligned to *UK Core Skills Training Framework mandatory elements*. HEI induction should incorporate awareness of legal requirements - see HEIW mandatory e-learning: [mandated list of eLearning.docx \(live.com\)](#)
- Safeguarding children and adults including the UK *Prevent* Strategy and an awareness of types of exploitation.
  - Information Governance training including the UK General Data Protection Regulation (UK GDPR) and Cyber Security making clear students' responsibilities.
  - Health and safety.
  - Infection prevention and control.
  - Equality and diversity.
- 11.2 It is the responsibility of the HEI to ensure that during pre-placement induction, students are made aware of the process for raising and escalating concerns and complaints, inclusive of those directly related to discrimination.

- 11.3 HEIs and Placement Providers will collaborate to ensure all students attend and receive required induction information prior to undertaking Practice Learning Experiences including how to independently access computer, library, and other learning resources. The Placement Provider also agrees to ensure that students receive a local induction to their allocated Practice Learning Environment. Induction can be undertaken through face-to-face or e-induction processes.
- 11.4 Practice Supervisors, Practice Assessors, Practice Educators (or equivalent roles), and HEI staff will ensure that students are aware of the theoretical and practice requirements of their relevant programme and facilitate learning opportunities for achievement.
- 11.5 The HEI agrees to inform students that they are not to undertake any care in an unsupervised capacity or which they feel inadequately prepared, or for which they lack proficiency.
- 11.6 Placement Providers will ensure Practice Learning Experiences comply with HEI and Placement Provider lone working policies.
- 11.7 The HEI agrees to inform students, where relevant, that they must not undertake the witnessing of wills or participate in any other legal or private agreement.
- 11.8 The HEI agrees to inform students that they are required to comply with all regulations, policies, and procedures operational in the Practice Learning Environment, unless such procedures/policies contravene professional codes of practice or any law then in force.
- 11.9 The HEI and Placement Provider will ensure that students are made aware of the requirement for them to comply with relevant Codes of Professional Conduct for their chosen profession. Where a student does not comply, the HEI will formally investigate these situations and where necessary, ensure HEI student conduct Fitness to Practise policies and procedures are invoked.
- 11.10 The HEI will ensure formal communication with the Placement Provider as appropriate to each circumstance. A student's non-compliance with Codes of Professional Conduct does not preclude the Placement Provider organisation undertaking investigations as required by their governance arrangements and requirements.
- 11.11 Where relevant, the HEI and/or Placement Provider will ensure that students are made aware of the Abortion Act, 1967, with reference to the 'conscientious objection' clause, Section 4 (1) of the Abortion Act 1967 before they are allocated for experience in wards, departments, or operating theatres where they may be involved in caring for patients having abortions. The right to conscientious objection extends only to the actual procedure of abortion, not to care prior to or after the procedure.
- 11.12 Prior to enrolment to all pre-registration courses, students will be required to confirm their occupational health screening. The HEI in collaboration with the



Placement Provider will ensure that the current guidance is followed in relation to student vaccinations.

- 11.13 Where students are unable or unwilling to be vaccinated, an individual risk assessment will be undertaken by the HEI in partnership with the Placement Provider, to determine the student's suitability to attend a Practice Learning Environment. The HEI may in discussion with the Placement Provider, explore whether an alternative Placement is made available. Where students remain unwilling or unable to be vaccinated, the HEI will highlight the impact this may have on the remainder of a student's studies.
- 11.14 The HEI will ensure that each student has a personal tutor (or academic mentor) and an appropriate Link Lecturer is identified for each Placement. The HEI will ensure educational link names and arrangements are made known, as required, to staff in the Practice Learning Environment.
- 11.15 The HEI agrees to provide all students with a standard uniform (including a name and security badge) relevant to their programme requirements, which must be worn during all Practice Learning Experiences. Where applicable, the Parties will be responsible for providing any additional Personal Protective Equipment and clothing necessary to comply with health and safety policy when undertaking specific procedures. The Parties will seek to ensure students comply with the All-Wales uniform policy.
- 11.16 If a student is unable to attend an allocated Placement due to illness or other circumstances, the Parties agree that the student is responsible for notifying by telephone, the person in charge of the Placement setting or a designated manager in their absence. The Parties further agree that the student must also contact the HEI in line with agreed procedure.
- 11.17 If a student fails to attend a Placement and they do not contact the placement area, the Placement Provider will ensure contact with the HEI about the un-notified absence as soon as possible within the same shift period that the student would have undertaken.<sup>9</sup> The Placement Provider will also ensure that attendance monitoring is recorded in line with the requirements of the programme.
- 11.18 The HEI placement team will notify the Placement Provider and Practice Education Facilitators (or equivalent roles) of:
- Names of students allocated to each Practice Learning Environment.
  - Updated lists of Link Lecturers.
  - The current HEI's placement policy document.
  - Notification of a student's current stage on the programme.
  - Whether the student is repeating a Placement.<sup>10</sup>

<sup>9</sup> Where this falls on a night shift, weekend, or bank holiday, local policies and procedures should be followed.

<sup>10</sup> The HEI will encourage the student to share relevant information to assist their ongoing practice learning with Practice Supervisors as part of the negotiated learning contract on commencement of their placement.

- 11.19 The HEI will encourage students to engage with their allocated Placement Manager/ Practice Educator prior to commencement of their Practice Learning Experience.
- 11.20 The student will work the required hours as stipulated for the programme being undertaken and follow the usual working shift pattern of the Practice Learning Environment they are allocated to.

## 12. Development, Review and Quality of Programmes

- 12.1 The Placement Provider agrees to encourage and support appropriate staff to participate with colleagues from the HEIs in activities supporting education and training. Such activities will include:
- Curricula development.
  - Membership of programme committees.
  - Quality planning, management, assurance, and improvement processes.
- 12.2 The Parties reserve the right to review Practice Learning Environments using HEI audit documentation with the aim of ensuring a quality learning environment and availability of appropriate supervision and assessment of students.
- 12.3 The educational audit will be a joint undertaking between relevant Practice Learning Environment staff and HEI personnel. Following an educational audit, a written report will be produced using agreed pro-forma and, where required, the Parties will agree and review actions and recommendations within an agreed timescale.
- 12.4 Any withdrawal of approval for a Practice Learning Environment to offer student Practice Learning Experiences will follow a full discussion between the HEI and Placement Manager. This withdrawal will be immediate in effect should the education or welfare of a student or public safety be at risk.
- 12.5 The Placement Provider and HEI will jointly review and assess risk where concerns are raised about a Practice Learning Environment which may necessitate withdrawal of approval as a Practice Learning Environment. Where appropriate the HEI will work with the Placement Provider to instigate a placement reactivation plan.
- 12.6 The Placement Provider and HEI will have in place a system where students are able to escalate any concerns they may have about the quality-of-care provision, or practice supervision and assessment within the learning environment. Both Parties agree to bring this to the attention of all students.

## 13. Quality Assurance

- 13.1 The HEI will ensure that any relevant QAA, Health/Social Care Regulator or Professional Body reports on their programmes that significantly impact on the provision of Placements are escalated to HEIW and the Placement Provider within 5 working days.





This refers to 'high-level' Placement concerns reporting as indicated in the HEIW Procurement for the provision of Health Professional Education & Training Services (Phase 1 - 2021) where a Practice Learning Environment has been withdrawn due to concerns raised by a student/s, safeguarding concerns, or because of a serious adverse incident report. The Education Institution escalating a concern must share information with other education providers using the practice learning environment.

- 13.2 HEIW will capture HEI and Placement Provider data in relation to practice learning in line with ongoing contract monitoring processes and agreed performance measure criteria.
- 13.3 Professional regulators / HEIW, and external examiners have a programme quality monitoring function and are required to meet with students, Practice Supervisors, Practice Assessors/Practice Educators and to visit Placements. When requests are made to meet with practice-based staff and/or visit Placement settings, arrangements will be made directly with the HEI in liaison with the Placement Provider responsible.

#### 14. Complaints and concerns

- 14.1 If, during an allocated Placement, a complaint is made against a student, the Placement Provider may commence an investigation, but must report the matter to the HEI within 24 hours.

Complaints against students will be formally investigated in accordance with the relevant HEI and/or regulatory body disciplinary procedure. This does not preclude the Placement Provider undertaking investigations as required by their organisational governance.

- 14.2 The HEI agrees to inform the Placement Provider regarding a Fitness to Practise decision outcome about any incident that occurred directly whilst the student was on a specific Placement and impacted on their ability to complete the Placement.
- 14.3 The Placement Provider agrees to notify the HEI where a student's professional attitudes or behaviour constitutes a significant concern during a Placement allocation. This includes students who may be on a flexible route and the impact of a disciplinary action within their substantive role has implications for their student status.
- 14.4 The Placement Provider and the HEI will co-operate in answering any service user / carer complaint in terms of clinical negligence or personal injury involving a student during a Practice Learning Experience. The Placement Provider and HEI will follow relevant policies and procedures for managing complaints and incidents.

Should a student be required to provide a statement of fact regarding an untoward clinical incident / complaint, the Placement Provider will contact the relevant HEI Programme Lead to request this, so that the student is given appropriate support and advice, with access to relevant documents to write an

accurate statement. Students should not be contacted directly for such statements.

- 14.5 Any accident or untoward incident sustained by a student during an allocated Placement, must be reported to the HEI as soon as possible. The relevant HEI and Placement Provider will formally investigate such matters. Health and Safety lead involvement and agreed local procedures relating to the recording and reporting of accidents/incidents should be followed (Appendix 2).
- 14.6 During a Placement, if a student wishes to raise a concern, complaint or safeguarding issue in relation to a Practice Learning Environment, the student will inform the HEI as soon as possible. The HEI and Placement Provider will investigate the student's complaint in line with local policy and procedure.
- 14.7 The HEI will report circumstances to HEIW where Placements have needed to be withdrawn or are subject to ongoing improvement plans because of serious complaints about educational standards or safeguarding issues.

## 15. Removal and suspension

- 15.1 The HEI reserves the right to withdraw any student from a Practice Learning Environment at any time, following discussion with relevant Placement Provider staff. Such a decision will be based on transparent evidence that the student is not gaining appropriate experience or if arrangements within this Agreement are not upheld.
- 15.2 The Placement Provider reserves the right to remove a student from a Practice Learning Environment where it considers this is necessary due to the student's conduct or professional suitability. The Placement Provider will inform the HEI immediately in this case.
- 15.3 If in the opinion of the Placement Provider Manager there are reasonable grounds to suspect that a student may be unfit for practice to continue in a Practice Learning Environment for example, through alcohol or drugs, or if there are reasonable grounds to suspect that a student may have committed a criminal offence or an act of serious misconduct pertinent to the nature of the Practice Learning Environment, the Placement Provider may immediately suspend, without prejudice, the Practice Learning Experience of the student. In such situations, the Placement Provider will take all reasonable steps to support the student's welfare and ensure the student leaves the Practice Learning Environment and premises safely.

Any such suspension must be reported to the HEI as soon as possible. The HEI will formally investigate situations in which students are suspended. As in clauses 11.8 and 14.1, this does not preclude the Placement Provider organisation undertaking investigations as required by governance arrangements and requirements. If the student is subject to a Section 5 Investigation (Wales Safeguarding Procedures 2019). Section 5 safeguarding allegations/concerns about a practitioner or those who work in a position of trust),



the HEI and the Placement Provider will co-operate fully with the process and investigation, while ensuring the student is fully supported.

- 15.4 The HEI and the Placement Provider will co-operate in any disciplinary proceedings taken in connection with a student in a Practice Learning Environment. The student will have an option for a HEI representative to be present.

## 16. Insurance and liability

- 16.1 The Placement Provider agrees to hold and maintain adequate public liability insurance and employers' liability insurance and other appropriate insurance, in accordance with standard business practice, to cover staff and students of the HEI in respect of personal injury, death, or injury, loss or damage to property and vicarious liability.
- 16.2 Students will be supported by the Placement Provider to undertake learning in practice under the mechanisms specified in this Agreement. There is no requirement for individual honorary contracts to be drawn up for students.

## 17. Dispute Resolution Process

- 17.1 The Parties will attempt in good faith to promptly resolve any dispute or claim arising out of or in relation to this Agreement through negotiation between their authorised representatives.
- 17.2 If the matter cannot be resolved through negotiation, the Parties will in good faith attempt to resolve the dispute or claim through an alternative dispute resolution procedure agreed locally between the Parties. The performance of obligations under the Agreement shall not, save for the matter in dispute, cease or be delayed by the application of such a procedure.
- 17.3 If a dispute cannot be resolved locally, the situation must be escalated to the senior manager, usually the Dean within the HEI and to the appropriate Executive Director within NHS Wales including Workforce and Organisational Development, Nursing, Therapies or Healthcare Science. In situations involving other parties, escalation is required to the relevant senior manager responsible for the Placement Provider organisation. If resolution cannot be agreed at this level, the Parties will invite Health Education and Improvement Wales to arbitrate.

## 18. Termination

- 18.1 This Agreement may be terminated in any one or more of the following events:
- If the purpose of this Agreement is no longer offered by the Placement Provider or has ceased to be required by all or any of the Parties to this Agreement.



b. If either Party is in breach of its obligations or unable to fulfil the terms of this Agreement and the situation cannot be remedied.

c. Where a Party is in breach of its obligations or unable to fulfil the terms of this Agreement, and that Party (“the Non-Compliant Party”) fails to implement the Improvement Plan which shall be prepared and implemented in accordance with clause 18.2.

- 18.2 Where a default or breach is capable of being remedied, the Non-Compliant Party shall notify in writing the other Party confirming the obligations it is unable to perform, the reason(s) why this is the case and the remedial action to be taken to remedy the default or breach (“the Improvement Plan”). The deadline for implementing the action(s) detailed within the Improvement Plan shall be no more than three months from the breach or default first arising, unless otherwise agreed by the Parties.
- 18.3 The Party terminating the Agreement must give the other Party (“the Receiving Party”) prior written notice which specifies the date on which termination will take effect and such date must be no less than 3 months from the date the termination notice was received by the Receiving Party.
- 18.4 Where this Agreement is to be terminated, notice by either Party should be provided on the basis that existing students on a Practice Learning Experience are not disadvantaged.

## 19. Notices

- 19.1 A notice given to a Party under or in connection with this Agreement will be in writing and served to the Party by email or by post (special or recorded delivery) at the address given in this Agreement or as otherwise noted in writing to the other Party.
- 19.2 Notices served by email shall be deemed to be delivered at the time of transmission if sent during normal working hours and otherwise on the next working day. Notices served by post shall be deemed to be delivered at 9.00am on the second working day after posting.

## 20. Variation

- 20.1 Subject to clause 20.2, this Agreement, including the Appendix, may only be varied by written agreement of the Parties.
- 20.2 Any variation to this Agreement is subject to the Parties obtaining the express prior written approval from HEIW, such approval cannot be unreasonably withheld or delayed. A variation proposed by the Parties will not take effect unless HEIW has issued express prior written approval to the Parties.

## 21. Signatories

**Local Level Agreement between**

**(Higher Education Institution)**

**And**

**(Placement Provider/ Organisation)**

**IN RELATION TO PRACTICE LEARNING ENVIRONMENTS FOR STUDENTS UNDERTAKING HEALTHCARE COMMISSIONED EDUCATION (“The Agreement”)**

<b>HEI Llofnod</b>		<b>HEI Signature</b>
<b>Teitl</b>		<b>Designation</b>
<b>Ar ran</b>		<b>On behalf of</b>
<b>Dyddiad dd/mm/yyyy</b>		<b>Date dd/mm/yyyy</b>
<b>Darparwr Lleoliad Llofnod</b>		<b>Placement Provider Signature</b>
<b>Teitl</b>		<b>Designation</b>
<b>Ar Ran</b>		<b>On behalf of</b>
<b>Dyddiad dd/mm/yyyy</b>		<b>Date dd/mm/yyyy</b>

## 21. Glossary

<b>Academic Assessor</b>	HEI Academic Assessors collate and confirm student achievement of proficiencies and learning outcomes across each part of respective programmes.
<b>Care Home Education Facilitators (CHEFs)</b>	Care Home Education Facilitators (CHEFs) are Welsh Government funded posts, working within HEIW to lead on specific initiatives to enable Local Authority care homes to be designated Practice Learning Environments (PLE) for nursing students.
<b>Clinical governance</b>	Clinical governance is the system through which National Health Service (NHS) organisations are accountable for continuously monitoring and improving the quality of their care and services, and for safeguarding the high standard of care and services.
<b>Commencement Date</b>	Has the meaning given to it in clause 3.1.
<b>Data Protection Legislation</b>	All applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority.
<b>Education Commissioner</b>	Health Education and Improvement Wales commissions healthcare education programmes to improve the quality and accessibility of education and training for healthcare staff ensuring that it meets future needs.  HEIW commissions education programmes from HEIs based on needs identified through workforce planning and development activities.
<b>Educational governance</b>	Educational governance is the systems and standards through which organisations control their educational activities and demonstrate accountability for and the continuous improvement of the quality of education.  Educational governance may be part of a wider, integrated governance framework comprising elements such as clinical audit, risk management and organisational development.

<b>Inter-Professional Education</b>	Inter-Professional Education occurs when two or more professions learn about, from, and with each other (World Health Organisation, 2010). This includes opportunities for students to experience working collaboratively with the professional groups that they are likely to work with in their future careers. HEIW education contract specifications include the provision of a minimum of 4 weeks of Placement jointly with other student healthcare professionals. The IPE Placement days can be spread across the whole Programme and do not need to be delivered in one 4-week block of learning.
<b>Learning outcomes</b>	The proficiencies/ competencies that a student must acquire by the end of a period of education or training.
<b>Link Lecturer</b>	The role of the Link Lecturer is to work in partnership with designated placement settings and placement staff, to be assured of the quality of practice supervision and assessment provided, to offer educational advice and provide support to students and registered staff in the placement setting. The link lecturer undertakes educational audits and informs the HEI of any changes or developments to education provision within their areas of responsibility. For Healthcare Science programmes, a Clinical Learning Facilitator will assume aspects of Link Lecturer role responsibilities.
<b>Practice Assessor</b>	Practice assessors conduct assessments to confirm student achievement of proficiencies and programme outcomes for practice learning. Across programmes Practice Assessor equivalents are termed Practice Educator, Clinical Educator, Training Officer/Manager.
<b>Practice Learning Experiences</b>	An experience whereby a student obtains practice based (clinical) training and education to meet required learning outcomes as part of their chosen programme.
<b>Practice Educator</b>	A term to denote a person who is responsible for a learner's education during their practice-based learning. They must have relevant knowledge, skills and experience to support safe and effective learning and, unless other arrangements are appropriate, must be on the relevant part of a professional register. This is a requirement of the Health & Care Professions Council. Practice Educators must undertake regular training which is appropriate to their role, learners' needs and the delivery of the learning outcomes of the programme. In Healthcare Science programmes the Lead Trainer is the equivalent to a Practice Educator.



<b>Practice Supervisor</b>	<p>Individuals who support learning in line with their scope of practice to enable students to meet their proficiencies and programme outcomes. This includes:</p> <ul style="list-style-type: none"><li>- Registrants in a recognised and approved supervisor/ training role.</li><li>- Healthcare professionals involved in education and training as part of their daily clinical practice.</li><li>- Academic staff from a range of disciplines with a role in clinical training.</li></ul> <p>Educators may also include patients and members of the public who have roles in programme teaching or training, and other people whose knowledge, experience or expertise is used in practice education, teaching or training. Across programmes Practice Supervisor equivalents are termed Mentor.</p>
<b>Practice Learning Environment</b>	<p>Practice learning environments provide opportunities for students to work towards achievement and assessment of relevant programme proficiencies required for professional registration. The HEI works with individual placement providers to ensure necessary quality governance and audit of learning environments.</p> <p>Across programmes, the term Practice Learning Environment is often used interchangeably with Placement.</p>
<b>Placement</b>	<p>A structured period of experience and learning in a particular specialty or area of practice in a health or social care setting.</p>
<b>Practice Education Facilitator</b>	<p>Practice Education Facilitators (also referred to as Education Liaison Nurses/Education Liaison Midwives/ Clinical Learning Facilitator/ Clinical Training Manager) are HEIW funded posts working within Health Boards to support the quality and provision of Practice Learning Environments, prepare Practice Supervisors/ Practice Assessors/ Practice Educators to supervise and assess students, and maintain necessary liaison with relevant HEI staff to support students throughout their programme journey.</p>
<b>QAA</b>	<p>The Quality Assurance Agency for Higher Education work with Higher Education providers and regulatory bodies to maintain and enhance quality and standards.</p>
<b>Registrant</b>	<p>A member of staff who holds an annotated professional registration with a specific regulatory body.</p>




<b>Service user</b>	Term used throughout this document to refer to people/patients/clients/residents who use/receive healthcare services within a range of health and social care settings.
<b>UK GDPR</b>	Has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

## Appendix 1. Indicative education commissioning timeframes

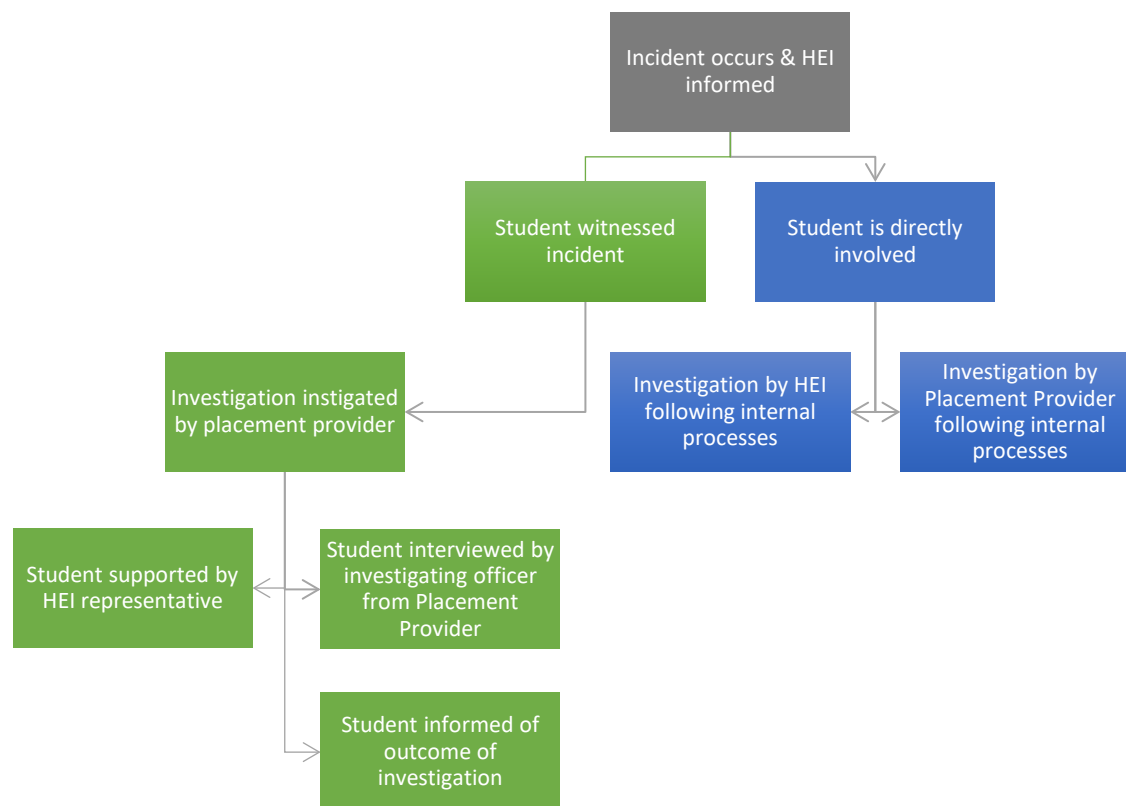
Health Boards submit their IMTP projections of their workforce needs to HEIW on an annual basis. Each IMTP submission informs the NHS Wales Education Commissioning and Training Plan and HEIW Annual Placement Plan for the following year. Annual Education and Training Plan figures are informed by consultation with a national Stakeholder Reference Group. These numbers reflect anticipated recruitment needs across programmes in advance of those registrants entering the workforce. An example of the process is outlined in Figure 1.

Health Board IMTP submissions in the Spring of each year will inform the HEIW Education and Training Plan for the following year. The NHS Wales Education Commissioning and Training Plan figures are forwarded for scrutiny by Welsh Government for final ratification in the Autumn of each year. The HEIW Annual Placement Plan will be issued by the following Spring and after commissioning letters are issued to each HEIs.

**Figure 1.**

Health Board IMTP data submission	NHS Wales Education Commissioning and Training Plan	HEI commissioning letters	HEIW Annual Placement Plan	Programme commencement	Programme completion
					
IMTP workforce need projections submitted by each Health Board to HEIW by Jan/Feb of each year.	An annual Education and Training Plan is developed following national Stakeholder Reference Group consultation. This is agreed by Welsh Government usually by the Autumn of each year.	HEIW issues letters to each HEI detailing commissioning numbers for the following academic year.	Issued by Spring of each year.	Sept/Spring 2023.	2026 <i>*for 3-year programmes.</i>
By Feb 2022	By Autumn 2022	By Jan 2023	By March 2023	Sept/Spring 2023	Sept/Spring 2026

## Appendix 2. Benchmark for incident reporting process



N.B. Student must be supported at all stages of the incident reporting process. HEIs will ensure these processes align with raising and escalating concerns policy and procedure