

Framework to Enable Competency Assessment Across Health and Social Care in Lothian



Title – Framework to Support Competency Assessment Across Health and Social Care in Lothian	
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1. Introduction

1.1 This framework has been developed to support governance arrangements and standardise a process to enable competency assessment for staff employed by different organisations across Health and Social Care Services in Lothian. The framework is not mandatory but is strongly encouraged to fulfil legal requirements, support best practice and to standardise arrangements. If utilised, this framework should enable staff to deliver person-centred, safe, effective care that is equitable, timely and efficient.

1.2 This framework will enable competency assessment if the relevant organisations across Health & Social Care in Lothian agree, and a Letter of Agreement is in place. We anticipate that the framework will predominantly be utilised by Community, Care Home, Care at Home, Residential, Respite, Day Services and NHS Lothian services, but this is not an exhaustive list.

1.3 The Health & Social Care Standards (Health and Social Care Standards, 2021) principle of responsive care and support stipulates the following standards that are relevant to the development of this framework:

- My health and social care needs are assessed and reviewed to ensure I receive the right support and care at the right time.
- My care and support adapts when my needs, choices and decisions change.
- I experience consistency in who provides my care and support and in how it is provided.

1.4 Dependant on the context, the application of this framework may be person, team, role, or service specific.

2. Purpose

2.1 There is whole system pressure at all levels across both Health and Social Care sectors. We need to look at innovative, creative, and safe ways of delivering care that results in people getting the right care, in the right place, at the right time by the right person in the most efficient way. We need to enable competency assessment across teams, professions, and organisations, putting people receiving care at the centre of any proposed changes.

2.2 People are living longer with more complex long-term conditions, at home or in social care settings. To optimise the care that people receive in their preferred setting we need to explore all potential options to enable competency assessment across Health and Social Care teams. This will optimise the care that people receive in Health & Social Care settings to support monitoring,

escalation, safety, and potentially enable timely intervention. It will also support staff to develop new skills, evidence competence and increase confidence to undertake additional skills and in turn improve job satisfaction.

2.3 Typically but not exclusively this framework will be relevant for the following staff groups:

- NHS staff assessing competency of Local Authority (LA) staff.
- LA staff assessing competency of NHS staff.
- NHS or LA staff assessing competency of private and voluntary care providers' staff.
- Further/ Higher Education Institution staff assessing health and social care staff/student competency via simulation or in practice.

2.4 This is an overarching framework, however further discussion/ arrangements may be required regarding General Practice and Personal Assistants competency assessment due to independent contractual arrangements. This framework does not impact current arrangements for non-paid carers or family members.

2.5 The types of assessment that this framework supports are:

- Work based assessment.
- Classroom based assessment.
- Simulation.
- Peer assessment.

3. Competency Assessment

3.1 Competency assessment is the process of reviewing or assessing the skill level of an individual against an agreed set of criteria. To enable Health and Social care staff to be deemed competent in a new skill they require to be trained and assessed as competent in that skill i.e., undertaking and recording vital signs. Any competency assessment arrangement needs to consider local policy and procedural guidance and the initial and ongoing resources, which will vary, to sustain the arrangement.

3.2 Within NHS Lothian competency assessment is common practice, traditionally but not exclusively undertaken by Registered Practitioner (RP) who is competent and has a current theoretical knowledge of the skill, assessing the competency of a Clinical Support Worker (CSW) or undertaking peer assessment.

3.3 The Scottish Credit and Qualifications Framework (SCQF, 2023) and relevant National Occupational Standards (NOS, 2023) should be considered to ensure individuals that will be undertaking a new skill are qualified or working towards a qualification at the appropriate SCQF level.

3.4 The individual undertaking the competency assessment must be knowledgeable in the subject area, apply evidence based best practice and have current competence in the skill. If the person being assessed for competence in a skill, fails to reach the agreed level of competence, managerial support and the relevant organisational policy should be followed.

3.5 The most appropriate competency assessment paperwork should be agreed by both parties. If there is no local or national competency assessment paperwork available this will need to be developed and agreed as part of the Letter of Agreement and Works Instruction.

3.7 There are teams across Health and Social Care where staff work as one integrated team, with staff employed by different organisations. An example of this is a Local Authority (LA) Care Home where there are LA employed Social Care Staff and NHS employed Registered Nurses (RN) working within it.

3.8 If this framework is followed, and a Letter of Agreement (including all necessary Works Instructions) is agreed then competency assessment can happen across organisations. Some scenario examples are set out in Appendix 2 to assist organisations determine whether the contemplated competency assessment can be undertaken.

3.9 The following 12 points (Figure 1) must be considered before undertaking competency assessment across organisations. If any points are not completed further action will be required and it may not be appropriate to take the proposed competency assessment arrangements further.

1	Is the person receiving the care going to benefit from the change?
2	Have the teams involved been consulted regarding the proposed changes and had an opportunity to shape the outcome?
3	If appropriate, have the people and the people that are important to them been consulted regarding the proposed change?
4	Have Partnership/relevant Union/staff side been involved and are they supportive of the change?
5	Is the 'skill' appropriate for the SCQF knowledge level the employee works at?
6	Is the skill or level of skill articulated within the employees' job description?
7	Is there an evidence-based training programme available?
8	Is there a competency agreed for the skill and a review process in place?

9	Is the HSCP Chief Nurse or equivalent professional lead aware of the proposed change and supportive?
10	Have resources been agreed to support the change?
11	Are all parties content with arrangements?
12	Is there a Letter of Agreement and Work Instruction?

Figure 1 – 12 points to consider.

3.10 Once all 12 points have been considered, the Competency Assessment Across Health & Social Care Flowchart (Appendix 1) should be reviewed to enable competency assessment across organisations to take place.

4. Professional and Regulatory Body Standards

4.1 There are several professional and regulatory bodies that support standards of practice across Health and Social Care. These organisations identify standards and Codes of Conduct that must be adhered to. A brief overview of some of the key points regarding competency assessment and delegation from the main organisations are listed below.

4.2 *The Scottish Social Services Council (SSSC, 2022) Code of Practice* identifies the following relevant criteria:

- Recognise that you remain responsible for the work that you have delegated to others.
- Recognise and respect the roles and expertise of workers from other professions and work in partnership with them.
- Respect the responsibilities of colleagues who follow different professional codes.
- Undertake relevant learning to maintain and improve your knowledge and skills and contribute to the learning and development of others.
- Listen to feedback from people who use services, carers and other relevant people and consider that feedback to improve your practice.

4.3 *The Nursing and Midwifery Council (NMC, 2022) defines* delegation as the transfer to a competent individual, of the authority to perform a specific task in a specified situation. Accountability is the principle that individuals and organisations are responsible for their actions and may be required to explain them to others.

The NMC Code sets out expectations of people on the register when they delegate to others. These requirements apply, regardless of who the activity is being delegated to. This may be another registered professional, a non-registered colleague, or a patient or carer. These expectations are that Registered Nurses and Midwives on the NMC register:

- only delegate tasks and duties that are within the other person's scope of competence, making sure that they fully understand the instructions.
- make sure that everyone they delegate tasks to are adequately supervised and supported so they can provide safe and compassionate care.
- confirm that the outcome of any task delegated to someone else meets the required standard.

The RN/Midwife must ensure:

- delegation does not harm the interests of people in their care.
- the task is within the other person's scope of competence.
- the person they are delegating to understands the boundaries of their own competence.
- the person they are delegating to understands the task.
- the person they are delegating to is clear about the circumstances in which they must refer back to them.
- they take reasonable steps to identify any risks and whether any supervision might be necessary.
- they take reasonable steps to monitor the outcome of the delegated task.

4.4 *The Health & Care Professions Council (HCPC, 2022)* identifies the following standard of conduct regarding delegation, oversight and support.

- You must delegate work to someone who has the knowledge, skills and experience needed to carry it out safely and effectively.
- You must continue to provide appropriate supervision and support to those you delegate work to.

4.5 *The Care Inspectorate* is the scrutiny body for Social Care Services and as such they will register and inspect all Care Home and Care at Home Services. Competencies, once achieved, require to be evidenced and regularly reviewed. Review timescales are variable depending on risk. Through the inspection process, the Care Inspectorate routinely reviews staff training and competency records for any staff working for an organisation registered with them.

4.6 Staff across health and social care should have examples of competencies that are required for their role, as identified in their job description. Any changes should be consulted and agreed with trade unions and professional organisations.

5. Insurance and Liability

5.1 NHS Lothian and the four Integrated Joint Boards in Lothian are members of the Clinical Negligence and Other Risks Indemnity Scheme (CNORIS) for all Health Services in Scotland and for Health and Social Care Services covered by Integration schemes. CNORIS provides indemnity to Member organisations in relation to Employer's Liability, Public / Product Liability and Professional Indemnity type risks. The level of cover provided is at least £5m Public Liability, £10m Employers Liability, and £1m Professional Indemnity. The Scheme is governed by the Central Legal Office, a division of the Common Services Agency (more commonly known as National Services Scotland or NSS) and will provide "Indemnity to Principal" where required.

5.2 Local Authority organisations have their own separate indemnity insurance arrangements.

5.3 Private and Voluntary Sector providers of care have their own individual arrangements. Assurance should be articulated that the relevant insurance is in place via the Letter of Agreement and Works Instruction.

6. Legal Perspective

6.1 The overarching view from Central Legal Office (CLO) is:

'Provided that staff have suitable expertise in and experience of the subject matter of the assessment; and provided that the task is one which falls within the general parameters of the staff members job description competency assessment within and across can competency occur.'

7. Letter of Agreement with Work Instruction

7.1 A Letter of Agreement is a legally binding overarching offer for education, training and/or competency assessment from an NHS Lothian Team/ Service to another organisation, e.g., a Care Home or Care at Home organisation. A Template Work Instruction adds details of the services, dates, location, deliverables, fees (if and when appropriate) etc to the Letter of Agreement.

7.2 The template Letter of Agreement (set out in Appendix 3), when populated with the details of the parties to the agreement creates an overarching agreement between those parties in connection with the competency training and assessment services to be provided/received. The parties can then use the template Works Instruction annexed to that Letter of Agreement to agree a new

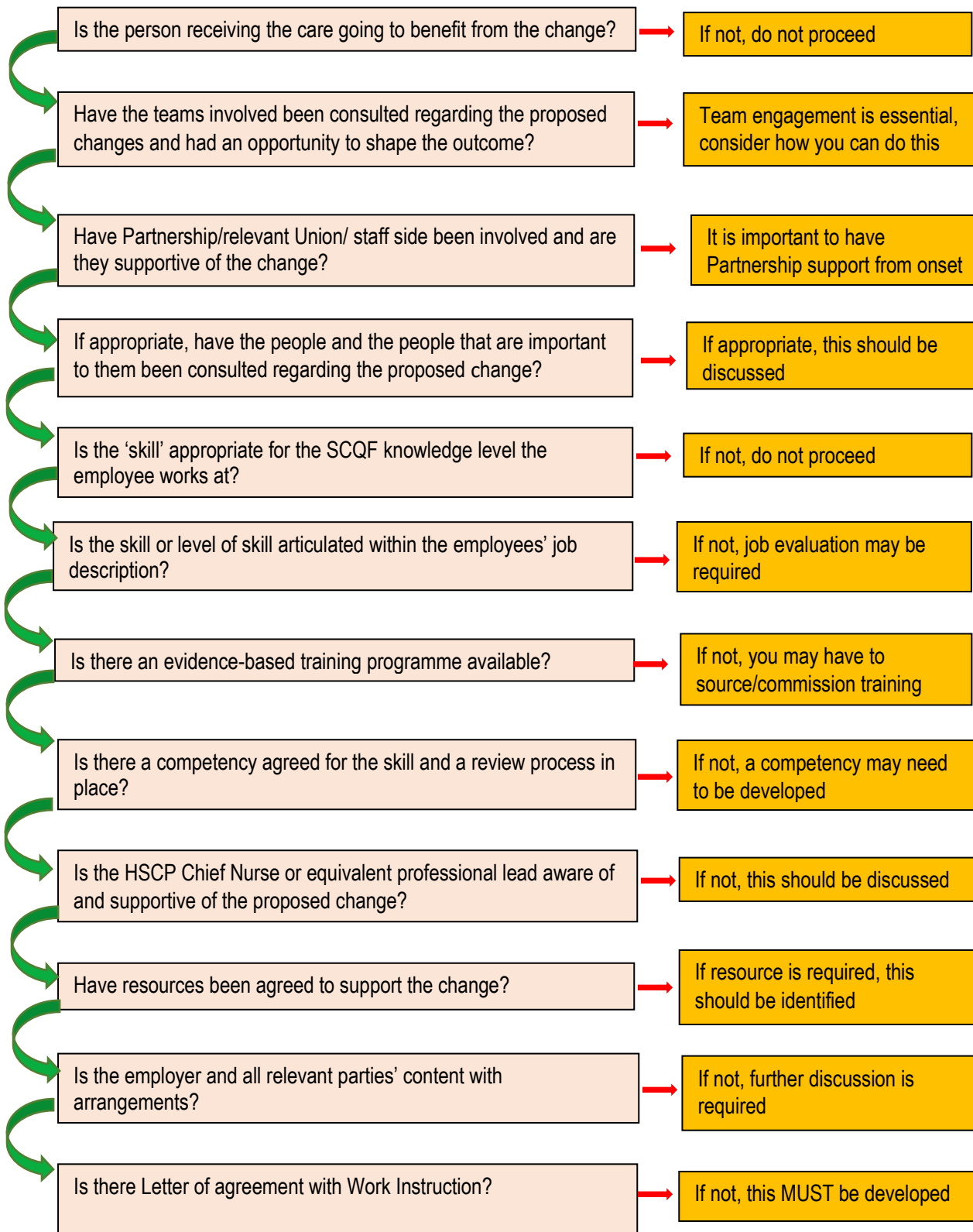
Work Instruction for every new competency training and/or assessment required to be provided/received, without the need to enter a new letter of agreement, provided always that the Letter of Agreement has not been terminated.

8. Governance arrangements

8.1 Teams across Health and Social Care in Lothian must consider the most effective, efficient, safe, and timely method of competency assessment. This framework should be followed for all competency assessment and/or education and training arrangements that are being considered across sectors in Health & Social Care and a Letter of Agreement with Work Instruction should be agreed.

8.2 Where services are already undertaking competency assessments, arrangements should be reviewed in line with this framework and any gaps should be addressed to ensure governance components are met and evidenced.

Appendix 1 Competency Assessment Flowchart



Appendix 2 Scenario Examples

- a) Local Authority (LA) Care Home with LA employed care staff and NHS employed Registered Nurses (RN) (Vital signs)
 Care staff have undertaken NHS training in Restore 2, ([RESTORE2™ official info here](#)) including vital signs and deteriorating resident.
- *Can the NHS RN assess the competence of the LA worker in undertaking vital signs, recording and escalating using Restore 2?*
 - ✓ **Yes, if a Letter of Agreement with Work Instruction is in place.**
- b) LA day centre with LA employed care staff (Airway management)
 The day centre has agreed to care for a client with complex needs who also has a Nasopharyngeal airway (NPA) in situ ([more information here](#)). The LA staff require to be trained and competency assessed to manage the NPA. Potential issues are it may become blocked and require suction or it may be dislodged and require replacement. Potentially training can be provided by the NHS Clinical Education Team, NHS Home Ventilation Team or HSCP Educator. Competency assessment is also normally required. As it is hard to have experience of caring for an NPA staff may have to go to work in another environment to get experience of caring for an NPA and have their competency assessed. This is likely to be in an NHS ward.
- *Can assessment of LA staff competence be undertaken in the NHS ward by NHS RNs?*
 - *Can the competency assessment be undertaken by the NHS specialist teams?*
 - *Can classroom simulation be used as a suitable alternative?*
 - ✓ **Yes, if a Letter of Agreement with Work Instruction is in place.**
- c) Private Care at Home provider (Gastrostomy)
 A client has been discharged from hospital with a Percutaneous Endoscopic Gastrostomy (PEG) ([more information here](#)) Tube. They have a care package provided by a private home care provider. The care staff have undertaken the NHS Enteral feeding study day but they require competency assessment to undertake the skill.
- *Can the District Nurse Team undertake the competency assessment of the private care worker to set up, start and finish the PEG feed?*
 - ✓ **Yes, if a Letter of Agreement with Work Instruction is in place**

d) Private Care Home provider (Tissue Viability)

An older person living in a private care home has some skin problems. They require compression bandaging ([more information here](#)) to their legs and have a complex dressing that requires packing on their sacrum. The NHS Tissue Viability Team (TVT) have undertaken training with the RN's in the home. To undertake the compression bandaging and the complex dressing safely competency assessment is required. No one in the home has been deemed competent.

- *Can NHS staff (Typically it would be NHS TVT, HSCP Care Home Support Team or District Nursing team) undertake the competency assessment component of the care home RN?*
- ✓ **Yes, if a Letter of Agreement with Work Instruction is in place**

e) Privately employed personal care assistant providing care at home (Stoma care)

A person living at home has directly employed a Personal Assistant (PA) to support them with their physical and emotional wellbeing. The person has a stoma ([more information here](#)). The PA has attended training commissioned via the Lothian Care Academy ([more information here](#)) at the local College. The training includes simulation in the classroom. Normally competency assessment in practice is required for NHS Clinical Support Workers.

- *Can the District Nurse Team undertake the PA competency assessment for stoma care?*
Further discussion is required as the PA is an independent contractor (Scottish Government, 2023)

Appendix 3 Template Letter of Agreement and Work Instruction

[TO BE PRINTED ON NHS Lothian HEADED NOTEPAPER]

[Insert Recipient Full Legal Name]

[Insert Registered Address]

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[DATE]

Dear Sirs

Training and/or Competency Assessment Letter of Agreement

Lothian Health Board, a statutory body constituted pursuant to the National Health Service (Scotland) Act 1978 (as amended) and having its headquarters at Waverley Gate, 2-4 Waterloo Place, Edinburgh EH1 3EG (who and whose successors and permitted assignees are hereinafter referred to as “NHS Lothian”), is writing to you, [Insert Recipient Full Legal Name], a company registered in Scotland under the Companies Acts (Registration Number [Insert company registration number]) and having its registered office at [Insert Registered Address] (hereinafter referred to as the “Recipient”), to confirm the terms of our agreement concerning the provision of training and/or competency assessment services by NHS Lothian to the Recipient.

1. Term

This Agreement is effective from the date of the Recipient’s acceptance of the terms set out herein, and shall continue in full force and effect until terminated in accordance with the terms of this Agreement (the “Term”).

2. The Services

2.1 The Recipient is involved in the provision of health and social care to individuals within Lothian.

2.2 In accordance with the ‘Framework to Enable Competency Assessment Across Health and Social Care in Lothian’ dated March 2023, the Recipient wishes to ensure that its staff, or any one or more of such staff, are appropriately trained in certain skills, and/or are able to demonstrate their competency in certain skills, in order to ensure that such staff are able to provide safe and appropriate care and treatment to individuals to whom they provide a health and social care service.

2.3 The parties agree that as and when the Recipient identifies a need for training and/or a competency assessment in respect of any one or more of its staff, the Recipient should contact NHS Lothian to submit a request for NHS Lothian to provide such training and/or undertake such competency assessment.

2.4 Upon receipt of request from the Recipient, and where NHS Lothian is able, and has capacity (in terms of both time and resource), to provide the requested training and/or competency assessment, the parties shall work together to prepare a draft work instruction, using the template set out in the Annex to this Agreement. To avoid doubt, nothing contained herein shall require NHS Lothian to agree to provide the requested training and/or competency assessment.

2.5 Once the parties have agreed a final version of a work instruction, it shall be signed on behalf of each of NHS Lothian and the Recipient, at which point it will constitute a “Work Instruction” for the purposes of this Agreement.

2.6 NHS Lothian hereby agrees to provide such training and/or competency assessments as are detailed in any and all Work Instructions (the “Services”).

- 2.7 Subject to Clause 2.8 below, NHS Lothian hereby agrees to provide the Services to the Recipient:
- (a) in accordance with the relevant Work Instruction;
 - (b) using all reasonable care and skill; and
 - (c) in accordance with all applicable laws.
- 2.8 The parties agree that time shall not be of essence with regard to the provision of the Services, and the Recipient acknowledges that NHS Lothian may need to prioritise its statutory duties over the Services. For the avoidance of doubt, NHS Lothian shall not be considered to be in breach of the terms of this Agreement to the extent it is unable to provide the Services to the Recipient because of the circumstances set out in this Clause 2.8.

3. FEES

- 3.1 The fees payable by the Recipient to NHS Lothian in respect of the provision of the Services, if any, shall be calculated and invoiced in accordance with the provisions of the relevant Work Instruction.
- 3.2 Fees are payable within thirty (30) days of receipt by the Recipient of a valid invoice from NHS Lothian for sums properly due.
- 3.3 In the event of any sum payable to the NHS Lothian in respect of the Services not being paid on the due date, interest on the amount unpaid shall accrue on a day to day basis from the due date of payment until payment is made in full. Such interest shall be at the rate specified in the Late Payment of Commercial Debts (Interest) Act 1998 and shall be payable on demand.

4. Intellectual Property

- 4.1 The Recipient acknowledges and agrees that NHS Lothian shall retain ownership of all intellectual property rights (including, without limitation, copyright and related rights) subsisting in any materials provided to the Recipient or its staff in connection with the provision of the Services (the “**NHS Lothian Materials**”).
- 4.2 NHS Lothian hereby grants to the Recipient a non-exclusive, royalty-free licence to use the NHS Lothian Materials for the purpose of receiving the Services.

5. Confidentiality

- 5.1 For the purposes of this Clause 5, the term “**Confidential Information**” means (i) all information relating to the identity, condition or medical history of any individual; (ii) information the disclosure of which would, or would be likely to prejudice substantially the commercial interests of any person, including developments, trade secrets, know-how and other intellectual property; and (iii) all information designated as such by either party in writing and having the necessary quality of confidence.
- 5.2 Each party (the “**Receiving Party**”) shall treat as confidential all Confidential Information obtained from the other party (the “**Disclosing Party**”) and shall not disclose to any third party any Confidential Information obtained from the Disclosing Party, without the prior written consent of the Disclosing Party.
- 5.3 The provisions of Clause 5.2 shall not apply to any information which:
- (a) becomes public knowledge other than by breach of this Clause 5;
 - (b) is in the possession of the Receiving Party without restriction in relation to disclosure before the date of receipt from the Disclosing Party;
 - (c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - (d) is independently developed without access to the Confidential Information.
- 5.4 Nothing in this Clause 5 shall be deemed or construed to prevent the Receiving Party from disclosing any Confidential Information of the Disclosing Party to any consultant, contractor or other person engaged by the Receiving Party in connection with the provision of the Services pursuant to this Agreement, provided that it shall have obtained from the consultant, contractor or other person a signed confidentiality

undertaking on substantially the same terms as are contained in this Clause but, to avoid doubt, no signed confidentiality undertaking shall be required from employees of the Receiving Party.

5.5 Nothing in this Clause 5 shall be deemed or construed to prevent NHS Lothian from disclosing any Confidential Information of the Recipient:

- (a) to any department of His Majesty's Government or the Scottish Ministers; and
- (b) where such Confidential Information is not exempt from disclosure in terms of the Freedom of Information (Scotland) Act 2002 and/or the Environmental Information (Scotland) Regulations 2004 and/or any codes or regulations applicable from time to time relating to access to public authorities' information ("FOISA") (any such exemption to be determined solely by NHS Lothian), the parties acknowledging that NHS Lothian, as a Scottish public authority, is committed to the principle of openness and accountability in contractual arrangements, and the Recipient shall comply with all requests and provide assistance as may be required by NHS Lothian to enable NHS Lothian to comply with its obligations under FOISA.

5.6 The provisions of this Clause shall survive termination of this Agreement.

6. Data Protection

6.1 For the purposes of this Clause 6, the following words and phrases shall have the meaning set opposite them:

"Commissioner"	shall have the meaning given in the UK GDPR;
"Controller"	shall have the meaning given in the UK GDPR;
"Data Subject"	shall have the meaning given in the UK GDPR;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with access and other rights granted to the Data Subject pursuant to the Data Protection Legislation in respect of their Personal Data;
"Data Protection Legislation"	means (i) the UK GDPR; (ii) the DPA 2018 to the extent that it relates to the Processing of Personal Data and privacy; and (iii) any other legislation in force from time to time with regards to the Processing of Personal Data and privacy, which may apply to either party in respect of its activities under this Agreement;
"DPA 2018"	the Data Protection Act 2018;
"Personal Data"	shall have the meaning given in the UK GDPR;
"Personal Data Breach"	shall have the meaning given in the UK GDPR;
"Processing"	shall have the meaning given in the UK GDPR, and the terms " Process " and " Processed " shall be construed accordingly;
"Processor"	shall have the meaning given in the UK GDPR; and
"UK GDPR"	shall have the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

6.2 At all times throughout the Term, each party shall comply with the Data Protection Legislation in connection with their Processing of Personal Data pursuant to or in connection with this Agreement, including the performance and receipt of the Services. This Clause 5 is in addition to, and does not replace, relieve or remove, a party's obligations or rights under the Data Protection Legislation.

- 6.3 References in this Clause 5 to the term “Personal Data” shall only apply to Personal Data Processed in the course of the performance of the obligations imposed on NHS Lothian pursuant to or under this Agreement, including but not limited to the provision of the Services.
- 6.4 The parties acknowledge that the factual arrangements between them dictate the role of each party in respect of the Data Protection Legislation. However, the parties anticipate that they shall be independent Controllers in respect of the majority of the Processing carried out in connection with the provision of the Services.
- 6.5 The parties agree that:
- (a) the Recipient will handle any and all Data Subject Requests from the Recipient’s staff to the extent that they relate to the Services. If NHS Lothian receives any such Data Subject Request, NHS Lothian will refer the same to the Recipient within five (5) working days of receipt thereof;
 - (b) the Recipient will be the point of contact for the Recipient’s staff in connection with the Services, for the purposes of matters governed by the Data Protection Legislation;
 - (c) each party shall be responsible for responding to communications addressed to that party from the Commissioner and for participating in consultations with the Commissioner, where required by applicable law, at their instance relating to the Processing of any Personal Data, but that party shall keep the other party promptly and reasonably informed in relation to same; and
 - (d) the Recipient shall be responsible for making any notifications or communications and undertaking any remedial action which may be required to be made or undertaken (as applicable) under Data Protection Legislation following any Personal Data Breach, provided that NHS Lothian notifies the Recipient without undue delay (in any event, within two (2) working days) after becoming aware of any such Personal Data Breach.
- 6.6 In the rare circumstances where NHS Lothian is acting as a Processor of Personal Data for and on behalf of the Recipient, if, and to the extent, that such circumstances arise, NHS Lothian agrees to comply with the obligations applicable to Processors described by Article 28 of the UK GDPR.

7. Limitation of Liability

- 7.1 Subject to Clause 7.2, neither party shall, under any circumstances whatsoever, be liable to the other party, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of, or damage to, goodwill; or (f) any indirect, special or consequential loss, in each case even if such loss was reasonably foreseeable or within the contemplation of the party or had been brought to its attention.
- 7.2 Nothing in this Agreement shall limit or exclude either party’s liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its officers, directors, employees, agents, or students;
 - (b) fraud or fraudulent misrepresentation;
 - (c) any other matter the exclusion or limitation of which is not permitted by law.
- 7.3 The liability of either party under or in connection with this Agreement, and any and all Work Instructions agreed under or pursuant to this Agreement, whether arising in contract, delict, negligence, breach of statutory duty or otherwise shall not exceed One Thousand Pounds Sterling (£1,000).

8. Termination

NHS Lothian may, at any time, terminate this Agreement upon giving one (1) month written notice to the Recipient. Any and all Work Instructions shall automatically terminate upon termination of this Agreement.

9. Obligations on termination

Any and all NHS Lothian Materials in the Recipient’s possession or under the Recipient’s control shall be returned to NHS Lothian on termination of this Agreement unless otherwise agreed in writing between the parties.

10. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by both parties.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, representation and understandings between the parties, whether written or oral, relating to the subject matter of this Agreement.

12. Governing law

12.1 This Agreement shall be governed and construed in accordance with the law of Scotland and the parties agree to submit to the exclusive jurisdiction of the Scottish courts.

This Agreement is issued to the Recipient in duplicate. Please arrange for both originals to be signed by a duly authorised representative to acknowledge the Recipient’s agreement to the terms set out above, and then return one of these to NHS Lothian.

Yours faithfully,

[•]

[Insert full name and title of NHS Lothian Authorised Signatory], Authorised Signatory for and on behalf of Lothian Health Board

We, **[Insert full Recipient Name]**, a company registered in Scotland under the Companies Acts (Registration Number **[Insert company registration number]**) and having its registered office at **[Insert Registered Address]** wish NHS Lothian to provide the Services to us and agree that they are to be provided on the terms set out above.

Signed by Date
(Authorised Signatory)

Print Name

Designation

ANNEX

TEMPLATE WORK INSTRUCTION

Lothian Health Board (“**NHS Lothian**”) and [**Insert Recipient Full Legal Name**] (the “**Recipient**”) have entered into an agreement with an effective date of [**Insert date**] (the “**Agreement**”). This work instruction, when completed, agreed and executed on behalf of each of NHS Lothian and the Recipient shall constitute a Work Instruction for the purposes of the Agreement and shall be subject to the terms and conditions set out in the Agreement.

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WORK INSTRUCTION NUMBER [INSERT]

TITLE: - [INSERT TITLE] (NAME OF TRAINING/EDUCATION/COMPETENCY ASSESSMENT)

- **SERVICES:**

[Insert a description of the training and/or competency assessment to be provided by NHS Lothian to the Recipient. This should include, for example:

- a general description of the training to be delivered and/or competency assessment to be undertaken; and
- information as to qualification(s) of the individuals from NHS Lothian who will deliver the training and/or carry out the competency assessment;
- the number of Recipient employees/staff who are to receive the training and/or undergo the competency assessment;
- any resources that the Recipient will need to make available to NHS Lothian in order for the relevant training to be delivered and/or competency assessment to be undertaken, e.g. equipment such laptop, projector screen, pens, paper, relevant medical equipment, e.g. bandages, etc.;
- a finite list of resources that will be provided by NHS Lothian, e.g. training reference materials, relevant medical equipment, e.g. bandages, etc.;
- such other information as NHS Lothian considers relevant.]

- **PROPOSED DATES AND/OR ESTIMATED NUMBER OF HOURS/DAYS:**

[Insert the date or dates on which the training and/or the competency assessment are to be provided and/or insert the number of hours/days that will likely required to be deliver the training and/or complete the competency assessment.]

- **LOCATION:**

[Insert the location at which the training and/or the competency assessment will be delivered/undertaken.]

- **DELIVERABLES:**

[Insert details of any deliverables to be provided to the Recipient and/or the employees following provision of the relevant Services, e.g. a certificate of attendance at training or certificate of competency attainment.]

- **FEES:**

[Insert:

- details of any fees that are payable in respect of the provision of the relevant Services and, if a fixed fee is not provided, that the amount of fees can be readily calculated, e.g. £x per member of Recipient staff to receive the Services; and
- when such fees shall be payable by the Recipient, i.e. in advance or in arrears (i.e. once the relevant Services have been delivered.)

.....
**SIGNED BY AND ON BEHALF OF
LOTHIAN HEALTH BOARD**

.....
DATE

.....
**SIGNED BY AND ON BEHALF OF
[INSERT RECIPIENT FULL LEGAL
NAME]**

.....
DATE

9. References

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10. Contributors and consultation

10.1 The following organisations/teams were consulted and contributed to the development of this framework

Organisations	HSCPs	NHS Lothian
Care Inspectorate	Chief Nurses	Legislation & Regulation Group
Scottish Social Services Council	Allied Health Professional Leads	Lothian Care Academy Team
Scottish Care	Learning Disabilities Team	Care Home Programme Team
Learning & Development, CEC	Clinical Nurse Managers	Clinical Education & Training Team
Central Legal Office	Mental Health Teams	Human Resources
Practice Learning and Development, ML Council	Complex Care	Service Teams
Workforce Development, EL Council	District Nursing Teams	Partnership/ Union Representative
Home Care Director	Service Managers	
Council legal representatives		
Further Education Colleges		
Care at Home Manager		
Care Home Managers		
Housing Association Manager		

10.2 The final draft of this Framework was uploaded to the Lothian Care Home Website Consultation Zone ([access here](#)) for 3 weeks of consultation. Multiple stakeholders were invited to review and feedback comments on the Framework. All comments were considered and have helped to shape this final version.