



THIS TRAINING AGREEMENT is made on the [] between

1. The **NHS Humber and North Yorkshire Integrated Care Board** or any successor body (hereinafter referred to as 'the ICB') of Municipal Offices, Town Hall Square, Grimsby DN31 1HU of the first part and
2. [] (hereinafter referred to as "the BIA") of []
BIA's work address [] of the second part and
3. [] of [*provider address*] of the third part (hereinafter referred to as "the BIA's Employer").

WHEREAS

1. Via an agreement under s75 of the National Health Service Act 2006, each of the ICB and North East Lincolnshire Council ('the Council') delegate some of their statutory functions to the other. As integrated commissioners, the ICB and/ or the Council commission a number of providers to deliver health and social care functions on their own behalf, and on behalf of the other, as delegate
2. Providers commissioned by the ICB and/ or the Council employ professionals to provide health and care services and support, including employees who deliver Best Interest Assessor ('BIA') functions. The majority of BIAs utilised in North East Lincolnshire are not directly employed as BIAs, and deliver BIA functions alongside their substantive role
3. The Mental Capacity (Deprivation of Liberty: Standard Authorisations, Assessments and Ordinary Residence) Regulations 2008/1858 ('the Regulations') set out the eligibility criteria for BIAs
4. BIAs are appointed by local authorities, acting as a 'supervisory body'. Whilst the Council retains statutory responsibility for appointing BIAs, local arrangements for appointing and validating BIAs are overseen by the Council and ICB. Focus Independent Adult Social Work (Focus) administers the process for sourcing training, appointing and validating BIAs, in conjunction with the discharge of other statutory functions under the Mental Capacity Act 2005 ('the MCA')
5. Taking into account available resources and budgetary constraints, the Council and ICB wish to increase the number of BIAs available to support delivery of BIA functions within North East Lincolnshire, or outside of North East Lincolnshire where clients for which the ICB and/ or Council is responsible are placed out of area
6. This Training Agreement is made in anticipation of the implementation of the Liberty Protection Safeguards (LPS) introduced to the MCA by way of the Mental Capacity (Amendment) Act 2019. The LPS will remove the role of the BIA, and replace it with that of the Approved Mental Capacity Professional (AMCP). Although the roles of BIA and AMCP are not identical, they are treated as such for the purpose of this Training Agreement. It is anticipated that implementation of the LPS will be accompanied by a Code of Practice and regulations which will provide further detail regarding the AMCP role, and the requirements for training and qualification of such. The final Code of Practice and regulations are not available at the date this Training Agreement is made
7. The Department of Health and Social Care announced in April 2023 that the then government had taken the decision to "delay the implementation of the LPS beyond the

life of this Parliament". No further information is available on when, or whether, LPS might come into force. However, it is possible that LPS could be implemented during the currency of this Training Agreement i.e. before the obligations within it have been discharged. It is intended that the obligations of the parties to this Training Agreement will continue beyond the date at which the role of the BIA may be superseded by that of the AMCP, unless those obligations have already been fully discharged.

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

DEFINITIONS

8. In this Training Agreement the expressions already defined shall have the meanings assigned thereto and the following expressions shall unless the subject or context otherwise requires have the following meanings
 - 8.1 Course of Study means the BIA qualification training, selected from the Department of Health and Social Care's list of approved providers (<https://www.gov.uk/government/publications/best-interests-assessor-list-of-organisations-providing-training>)
 - 8.2 Course of Study Fees means tuition fees and examination fees necessary to complete the Course of Study. Where a BIA is required to re-sit an examination and additional cost is incurred, only one re-sit per examination (i.e. a second attempt) is included; costs incurred by subsequent attempts (where applicable) to pass examinations are not included
 - 8.3 DoLS means the Deprivation of Liberty Safeguards contained in schedules to the Mental Capacity Act 2005
 - 8.4 Framework means North East Lincolnshire BIA Competencies Framework. It is expected that the Framework will be updated to refer to the role and requirements of the AMCP as soon as further final detail is available to facilitate this. Any reference to the Framework is intended to refer to any updated version thereof.

COURSE OF STUDY

9. This Training Agreement relates to the following Course of Study (*please complete*):
 - 9.1 Course of Study: Best Interest Assessor
 - 9.2 Course of Study provider: University of Lincoln
 - 9.3 Mode of study: ??????
 - 9.4 location of Course of Study delivery: University of Lincoln
 - 9.5 Course dates: ???????
 - 9.6 Timeframe for completion of Course of Study: Hand in date for written work ?????. Marks completed by end of ?????. Submitted to ????? Exam Board

RESPONSIBILITIES OF THE PARTIES TO THIS TRAINING AGREEMENT

10. The ICB agrees to pay the Course of Study Fees direct to the Course of Study provider where these have been agreed in advance and an invoice raised by the Course of Study provider. No other fees or expenses will be met.
11. Payment of Course of Study Fees is managed by the Quest Team at Focus.

12. The BIA's Employer agrees to the following:

- 12.1 Evidence that the BIA meets the requirements set out in the Regulations in force from time to time
- 12.2 Release the BIA from work to attend the Course of Study as required by the Course of Study provider and ensure that the BIA is provided with appropriate equipment to allow them to fully utilise the Course of Study; by way of example only, this will include, where necessary, provision of a personal computer which will effectively facilitate attendance via Zoom, Teams or other virtual platform
- 12.3 Work with the Quest Team at Focus to ensure that the BIA's intended Course of Study offers best value. Considerations of best value will include, but may not be limited to, the Course of Study's location (for example, minimising the required travel time and travel costs) and mode of study (for example, staggering the required attendance at physical study sessions, which minimises the need for overnight stays between consecutive dates). Where BIAs are attending the same Course of Study at the same time as others working for the BIA's Employer, the BIA's Employer will facilitate shared transport, and/ or accommodation wherever possible and appropriate. Attendance at the Course of Study may be conducted via Zoom, Teams or other virtual platform
- 12.4 Following qualification as a BIA, release the BIA from work obligations which will enable them in particular to:
 - 12.4.1 contribute to the BIA rota (or in future, an AMCP rota), managed by the DoLS Team at Focus. This will require the BIA to undertake a minimum of four best interests assessments (or LPS equivalent activity) per annum
 - 12.4.2 attend as a member of the Pre-authorisation Review Panel (or LPS equivalent panel) on a rota basis, and participate in the peer review and approval of assessments
 - 12.4.3 complete a minimum of 18 hours training per annum relevant to the BIA role (or in future, the AMCP role)
 - 12.4.4 attend other forums and conferences as set out within the Framework
 - 12.4.5 contribute to local reporting as set out within the Framework
- 12.5 Support the BIA to meet the requirements of the Framework
- 12.6 Provide the BIA with regular professional supervision appropriate to the BIA role (or in future, to the AMCP role)
- 12.7 Where the BIA's employment will terminate, confirm the date of termination with the DoLS Team at Focus
- 12.8 The BIA's Employer will repay to the ICB 100% of the Course of Study Fees and Course of Study Expenses in the following circumstances:
 - 12.8.1 If the BIA fails to complete the Course of Study for any reason
 - 12.8.2 If the BIA fails to fulfil a minimum of one year's service as a BIA or in future as an AMCP (commencing with the date of qualification) during which time the requirements of the Framework are fully met by the BIA.

13. At its discretion, the ICB may waive the requirement to receive reimbursement of the Course of Study Fees where the BIA secures alternative employment:
- 13.1 with an employer which enters into an agreement with the BIA and ICB on the same terms as this Training Agreement and
 - 13.2 the BIA enters into an agreement with the BIA's Employer and ICB on the same terms as this Training Agreement and
 - 13.3 a new agreement in the same terms as this Training Agreement is entered into sufficiently promptly to ensure that the BIA is still able to comply fully with its requirements (by way of example only, is still able to undertake a minimum of four best interests assessments or LPS equivalent activity per annum).
14. The ICB's Finance Team will make arrangements for the repayment of Course of Study Fees by the BIA's Employer, where necessary.
15. The BIA agrees to the following:
- 15.1 Attend and undertake course work as required by the Course of Study provider. The BIA will ensure that they are able to access appropriate equipment to allow them to fully utilise the Course of Study; by way of example only, this will include, where necessary, access to a personal computer which will effectively facilitate attendance via Zoom, Teams or other virtual platform
 - 15.2 Give permission for the Course of Study provider to release the results of study to the Quest Team at Focus
 - 15.3 Report any absence, including sickness, from the Course of Study to the Quest Team, and to the Course of Study provider
 - 15.4 Where the BIA's employment will terminate, confirm the date of termination with the DoLS Team at Focus
 - 15.5 On completion of the Course of Study, fulfil a minimum of one year's service as a BIA or in future as an AMCP (commencing with the date of qualification), ensuring that during this time the requirements of the Framework are fully met.

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

<i>Signed:</i>	
<i>(Signature of BIA)</i>	
<i>Signed:</i>	<i>On behalf of Humber and North Yorkshire Integrated Care Board (the ICB)</i>
<i>(Signature of ICB's representative)</i>	
<i>Signed:</i>	
<i>(Signature of BIA Employer's representative)</i>	<i>On behalf of: [insert name of BIA Employer]</i>

