

Title: Phlebotomy Adult Training Course Terms and Conditions

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Department Phlebotomy

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2.1	Added Local Induction	20/07/2016
3.0	OH Clearance process, Disability Act Considerations	17/10/2017
3.1	Review of all terms and conditions	25/10/2018
4.0	Review of all terms and conditions. Updated format. Added DBS section. Added specified fees. Added data protection and privacy statement.	29/07/2021

4.1	<p>Added Section 2.7 – Delivering content virtually if required.</p> <p>Updated Section 3 - Immunisations and Occupational Health Requirements.</p>	23/12/2021
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1. Data Protection and Privacy Statement

Viapath only processes personal data in a way that is compatible with the legitimate business purpose for which it was originally collected. Viapath will not use personal data for new, different, or incompatible purposes from that disclosed when it was first obtained, unless Viapath has informed the data subject of the new purposes and they have consented where necessary.

Viapath have in place appropriate technical and organisational measures to safeguard personal data that Viapath processes.

Viapath will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal, accounting, or reporting requirements.

2. General Terms and Conditions

Students must agree to the following terms and conditions as part of the booking process. Failure to do so will result in booking not being authorised.

- 2.1 Students arriving late to the training theory day will be refused entry and an administrative fee will be incurred when booking your position on the closest available theory day.
- 2.2 Failure of students to attend the full duration of the theory day will result in incompleteness of the course and relevant certificates will not be issued.
- 2.3 Cancellation fees will apply once a booking request has been placed (see section 5).
- 2.4 Students must be over the age of 18 when booking the course due to the nature of the programme.
- 2.5 Students must ensure that full payment has been made at the time of booking. Failure to make full payment will result in the participant not reserving a place to attend the course.
- 2.6 A training course can be cancelled due to any of the following occurrences:
 - Low intake of students
 - Unforeseen circumstances such as sickness to facilitator, departmental emergencies, etc.
 - Global Pandemics

Students whose theory day sessions are cancelled will be offered a position on the next available training date, or an ADHOC session will be organised to accommodate the students.

- 2.7 Viapath will always endeavour to deliver the training in a face to face environment, however some theory content may need to be delivered virtually to comply with government restrictions.
- 2.8 Students who fail to turn up on the theory training date will not be offered alternative booking date and will be liable for the full cost of the course (see section 4). Students will have to rebook their theory day on the next available session and will be required to pay an administrative fee.
- 2.9 Dates are non-transferable.
- 2.10 Students who may require additional support or assessment by Viapath's OH provider for conditions covered by the Equality Act 2010 must seek advice and contact the Phlebotomy Training Department prior to booking the course. Failure to do so may result in applicants not being able to attend the full course and not be eligible for a refund (see section 5).
- 2.11 Before attending clinical sessions, students are required to provide immunology evidence through Viapath's Occupational Health (OH) clearance process (see section 3).
- 2.12 OH log in details will be sent to students via email from the Phlebotomy Training Team upon booking and full payment being made for the course.
- 2.13 Viapath will provide students with any vaccinations or immunology blood tests as part of the occupational health clearance process. It is the responsibility of the student to assist by attending all OH appointments or obtain these from their GP where possible to speed up the process (see section 3).
- 2.14 Viapath will **not** reimburse any fees for vaccinations or immunology tests completed outside of our OH provider.
- 2.15 Viapath will initiate the process of all Disclosure & Barring Service ("DBS") forms. DBS applications will then be completed by Viapath's DBS provider.
- 2.16 DBS application forms will be sent to students via email upon successful completion of the theory day course.
- 2.17 Students must provide both the original and copies of their ID documents on their allocated theory day. This is to commence the DBS application process.
- 2.18 Students who fail to provide evidence will not be permitted to participate in clinical sessions until all OH and DBS clearances have been received by Viapath.
- 2.19 Viapath will process all OH clearances through our provider.
- 2.20 Students will be required to undertake pre-course work prior to attending their theory course day. This includes reading and understanding all documentation sent to the student.
- 2.21 Students must attend a local induction at St Thomas Hospital prior to commencing clinical practice. This can only be booked once OH and DBS clearances have been processed in full. Inductions currently take place on a Saturday as this is the only time that the department provides a reduced service to our patients. Failure to attend local induction may result in non-completion of the course.

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- 2.22 Students should only attend a local induction if they are able to commit to starting their clinical sessions within two weeks of the local induction date.
- 2.23 Local induction dates are non-transferable. Failure to attend your allocated local induction may incur an administrative fee.
- 2.24 Viapath will not cover any costs incurred by the student such as travel, childcare, accommodation etc.
- 2.25 Viapath reserve the right to cancel clinical sessions at late notice due to unforeseen or emergency circumstances.
- 2.26 Students must return any ID cards issued by Viapath once they have completed their full assessment at the end of their course.
- 2.27 Students will be required to comply with all local policies and procedures. Failure to do so may result in contract termination (See section 7).
- 2.28 All clinical sessions and assessments must be pre-booked in advance via the phlebotomy training email address and are subject to the departments/assessors availability.
- 2.29 The Viapath phlebotomy training materials and documentation are controlled and owned by Viapath. These are not to be distributed or shared to third parties by any unauthorised person(s). Any breaches in this will result in termination of contract (see section 7).

These terms and conditions supersede any and all previous terms and conditions under Viapath and/or GSTS pathology.

3. Occupational Health Clearance Requirements

3.1 Mandatory Vaccinations

Students attending the Viapath phlebotomy training course must be able to show evidence of or be willing to receive the following **minimum mandatory** vaccinations:

Covid-19

- Students must be able to show evidence of having a minimum of the first two (2) doses of any UK Government approved Covid-19 vaccines with the second dose received at least 14 days before attending the phlebotomy course theory day.

Measles & Rubella

- Immunity to measles >16.5 AU/ml and rubella >10 IU/ml either by satisfactory evidence which will be reviewed by OH or results obtained following an immunity blood test.

Varicella Zoster (Chicken Pox)

- Immunity to varicella zoster >150 mIU/ml either by satisfactory evidence which will be reviewed by OH or results obtained following an immunity blood test.

Hepatitis B

- Documentary evidence of Hepatitis B immunity (Hepatitis B surface antibody blood result >100 mIU/ML) following a course of hepatitis B immunisation.

IMPORTANT - Failure to adhere to the Viapath Phlebotomy Training Course mandatory vaccine requirements may result in the student being withdrawn from the course and be ineligible for a refund.

3.2 **Recommended Vaccinations**

Students attending the course are strongly encouraged to have the following vaccinations however they are not mandatory:

Tuberculosis (TB) BCG Scar Check

- Evidence of a documented BCG scar check by a qualified practitioner on a letter headed report.
- Documentary evidence of BCG vaccination or results of Mantoux/Heaf test within the last 5 years.
- If the Mantoux result is positive (<6mm) or Heaf test result grade 3 or 4, evidence of a subsequent chest x-ray is required.

Seasonal Influenza

- All honorary contracted staff are encouraged to participate in the annual influenza vaccination programme and are entitled to receive the vaccine if on placement during the programme.

3.3 Students who are unable to obtain immunisation proof listed below from their GP will be booked to attend an appointment by Viapath's OH provider.

3.4 Viapath will cover the cost of any necessary appointments with their OH provider. However, if a student does not attend an appointment, they may incur a cancellation fee as detailed below:

- DNA (Did not attend) or cancellation <2 working days before the appointment = 100% of charge (£35.00)
- Cancellation between 2 and 5 working days before appointment = 50% of charge (£17.50)
- Cancellation more than 5 working days before appointment = no charge
- If a student is late for their appointment, it is up to the OH clinician to decide if there is still sufficient time to conduct an effective and thorough consultation and, if not, the appointment may be cancelled. If the appointment is cancelled, a charge of £35.00 will be incurred

3.5 **Fit for Work**

Students are required to complete a Fit for Work questionnaire to ensure that they are medically fit enough to carry out the tasks undertaken in the role of a phlebotomist. Students may be required to attend an appointment with Viapath's OH provider if there are any underlying health conditions that need to be assessed before being cleared to being clinical practice.

4. Disclosure and Barring Service Clearance Requirements

- 4.1 An enhanced DBS check needs to be attained by the student to attend the course. The cost of the DBS check is included in the course fee.
- 4.2 Once the DBS has been approved, it is then the student's responsibility to track the application and ensure that they receive the hard copy of the DBS certificate. If the DBS is not obtained, the student is responsible for organising a reprint of the DBS certificate. If the DBS reprint is not organised within the period of time outline by DBS provider, the DBS reprint will not be issued and the student will have to reapply for their DBS clearance.
- 4.3 If the student is required to re-apply for another DBS, a fee will be incurred to the student before the DBS application is approved by Viapath (£54.39 inc VAT).

5. Refunds and Cancellation Policy

- 5.1 Cancellations of >14 days' notice will result in 35% (+VAT) of the full course fee being retained by Viapath.
- 5.2 Cancellations of >3 but <14 days' notice will result in 70% (+VAT) of the full course fee being retained by Viapath.
- 5.3 Cancellations of <3 days' notice will result in 100% (+VAT) of the full course fee being retained by Viapath.
- 5.4 Failure to obtain DBS clearance will result in the cancellation of the students course with 100% (+VAT) of the full course fee being retained by Viapath.
- 5.5 Failure to obtain OH clearance will result in the cancellation of the students course with 100% (+VAT) of the booking fee being retained by Viapath.
- 5.6 Any participants arriving late to the theory day course will be refused entry with 100% (+VAT) of the booking fee being retained by Viapath.
- 5.7 Failure to attend will result in 100% (+VAT) of the booking fee being retained by Viapath.

6. Clinical Supervision

- 6.1 All Viapath phlebotomy staff have been deemed competent and as such are capable of supervising external phlebotomy students.
- 6.2 Students will undergo a period of direct and indirect supervision.
- 6.3 Students bleeding with indirect supervision have been deemed safe to practice independently **(this does not deem the student as competent)**.
- 6.4 The Viapath Phlebotomy Training Programme aims to have students bleeding independently (with indirect supervision) following continuous 15 – 20 hours of clinical practice. Student's independence will be assessed by department Team Leaders.
- 6.5 Failure to meet standards of clinical practice may result in termination of contract (see section 7).
- 6.6 Students who wish to undertake clinical sessions must do so within 4 months of attending the theory sessions. Failure to do so will mean that students must rebook the theory course and will incur any costs associated with this course.
- 6.7 Students must complete their clinical sessions within a 12 week period due to the mandatory training requirements at the host trust. The 12 week period will commence from the date of the first session booked.
- 6.8 Failure to notify the department as soon as possible of not being able to attend a clinical practice session may result in these hours not being counted towards your total number of hours.

7. Termination of Honorary Contract

- 7.1 Viapath reserve the right to terminate an honorary contract if any of the following occur:
 - Failure to follow any of the local and/or national policies and procedures
 - Unprofessional conduct
 - Failure to maintain a respectful workplace
 - If patient care is jeopardised
 - If the full number of clinical hours have been reached
 - Failure to complete assessment
 - Failure to attend clinical sessions without sufficient notice
 - Where students have been deemed to put staff and/or patients at risk
 - Any breach of confidentiality or data protection
 - Any breach of training documentation or materials being shared or distributed by any unauthorised person(s)

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Viapath reserve the right to retain 100% (+VAT) of the booking fee if contract is terminated

8. Certification & Accreditation

- 8.1 Certificates will be issued for the following: Attendance and completion of theory session.
- Attendance and completion of theory session.
 - Attendance and completion of clinical sessions (accumulative hours stated).
 - Successful competence achieved (written and practical assessments passed).
- 8.2 Certificates will only be issued upon completion of each relevant course section
- 8.3 Certification for attendance and completion of both theory session and accumulative clinical sessions does not deem a student as competent. Viapath only issue certificates of competence to students who pass the final assessment
- 8.4 Students will receive an accredited certification upon completion. The accreditation is nationally recognised.

9. Assessment

Students must have undertaken a minimum of 30 hours clinical practice before sitting their assessment

- 9.1 The assessment consists of two parts:
- Practical assessment
 - Theory assessment
- Three hours in total are allocated for both assessments.
- 9.2 If a student fails their practical assessment, they must rebook the assessment. The cost for re-assessment (£150.00 +VAT) will only be for the practical section as the theory assessment will have already been paid for.
- 9.3 If the practical assessment is passed but the student receives a referral mark on the theory assessment, then the theory assessment will need to be repeated in order to achieve competence following a one to one meeting. There will be no additional cost for this.
- 9.4 Failure to pass the theory assessment on the second attempt will require students to rebook another full assessment. (£150.00 +VAT) The cost for re-assessment will be for both the practical and theory elements.
- 9.5 The pass marks are as follows:
- Practical Assessment - 100%
 - Written Assessment – Pass mark >80%, Referral mark 70% - 80% and fail mark is <70%

- 9.6 Viapath phlebotomy department advise students to purchase further clinical sessions if a student fails the practical assessment prior to arranging a re-assessment. This allows the student to gain further experience and the phlebotomy team to provide direct support.
- 9.7 Theory assessments are marked by two assessors independently to ensure fairness.
- 9.8 There is no process for appeal of a failed assessment.
- 9.9 Whilst every effort is made by Viapath phlebotomy to ensure that all students obtain a competent status this is not always the outcome.