

SERVICE CONTRACT

(Subcontract to EAHC Contract Nr. 2013 62 09)

BETWEEN

ESCUELA ANDALUZA DE SALUD PÚBLICA (EASP)

Registration number: ES A-18049635

Cuesta del Observatorio 4, Campus Universitario Cartuja

Granada, SPAIN

VAT registration number: ESA 18049635

(hereinafter referred to as 'the consortium leader'), represented for the purpose of the signature of this contract by Mr. Carlos M. Artundo Purroy, Chief Executive Officer

AND

TRNAVA UNIVERSITY – FACULTY OF HEALTH CARE AND SOCIAL WORK

Registration number: ---

Hornopotocná 23

Trnava, SLOVAKIA

VAT registration number: 31825249

(hereinafter referred to as 'the subcontractor'), represented for the purpose of the signature of this contract by Mr. Marek Smid, Rector

WHEREAS

- A. The Executive Agency for Health and Consumers (EAHC), acting under powers delegated by the Commission of the European Union (hereinafter referred to as "the Commission"), has concluded the Service Contract Nr. 2013 62 09 (hereinafter referred to as "the EAHC Contract", annex I) on December, the 23rd 2013, with the consortium leader for the purpose of conducting the project concerning 'Training packages for health professionals to improve access and quality of health services for migrants and ethnic minorities, including the Roma', hereinafter called the " project".
- B. It is the intention that part of the project should be carried out on behalf of the consortium leader by the subcontractor under the terms and conditions required by the EAHC Contract in respect of subcontracted services and set out in these documents, notably Article II.7 of the General Conditions for Service Contracts of the EAHC Contract. If this subcontract conflicts with the abovementioned EAHC Contract, the latter shall prevail.
- C. The subcontractor accepts that, in undertaking services under subcontract to the consortium leader in respect of EAHC Contract n° 2013 62 09, it is bound by the terms and conditions of the said contract, in so far as they relate to the requirements set out in this subcontract. The subcontractor recognises that the consortium leader has certain obligations to *the Commission* in respect with the administration and reporting of technical progress on the project and will maintain and provide such necessary documentation as is required by the EAHC Contract.

- D. The subcontractor will take any actions necessary to ensure that the confidentiality of the work is maintained.

IT IS THEREFORE AGREED THAT:

1. THE CONTRACT WORK

The subcontractor will carry out the work set out in the terms of reference (annex II) to this subcontract and in accordance with the timetable specified thereto, subject to such alterations as may be mutually agreed in writing.

2. FINANCIAL MODALITIES

2.1 The maximum amount of the price of the subcontracted work will be EUR 45.336.

2.2 Subcontractor will ask for payment by submitting an invoice or invoices to the consortium leader at the address indicated above. Information about breakdown and payment conditions are stated in the terms of reference. Invoices will be submitted to allow the consortium leader to comply with *the Commission* reporting as referred to in Article I.4 of the EAHC Contract.

3. CONDUCT OF THE PROJECT WORK

Subcontractor is responsible for ensuring that the conduct of the work is to the required standards, is undertaken by the appropriate personnel and is carried out within the financial provisions and the timetable, if appropriate, or as may otherwise be mutually agreed in writing.

4. CONFIDENTIALITY

Subcontractor will take all necessary steps to ensure that the requirements of the Commission Contract Service in respect of the confidentiality and security of information, the protection of intellectual property and copyright arising from the services performed are observed by its staff, employees or any other person acting on its behalf who may have the opportunity of acquiring information relating to the project.

5. EXPLOITATION OF RESULTS, OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

Article I.8 of the Service Contract as well as article II.10 of the General Conditions for Service Contracts shall apply.

6. AMENDMENTS

Any amendment to the subcontract in respect of notably objectives, timetable or costs will be determined by mutual agreement and will be subject to confirmation in writing by the consortium leader.

7. DURATION

7.1 This agreement takes effect upon signature by the duly authorised representatives.

7.2 This agreement will remain in force throughout the life of EAHC Contract, terminating on March 2016.

8. COMMUNICATION

A copy of this subcontract could be sent to the Commission in accordance to Final Administrative Report requirements.

9. APPLICABLE LAW AND COMPETENT COURT

9.1 This contract will be subject to the Law of Spain.

9.2 Any dispute between the parties arising from the interpretation or application of the provisions of this contract which can not be settled amicably shall be brought before the court of Granada.

10. LIABILITY

The subcontractor shall have sole responsibility for complying with any legal obligations incumbent on him and in accordance with the conditions laid down in the EAHC Contract.

11. ANNEXES

The Annexes forming an integral part of this contract are:

Annex I: EAHC Service Contract Nr. 2013 62 09 and General Conditions for Service Contracts.

Annex II: Terms of reference.

In Granada

Signed on behalf of
SUBCONTRACTOR

Marek Smid

Signed on behalf of
CONSORTIUM LEADER

Carlos M. Arundo Purroy

ANNEX I

EAHC Service Contract Nr. 2013 62 09 and General Conditions for Service Contracts

The parties declare that know of this Service Contract with all its annexes and that it is an integral part of this Contract as annex I

**Terms of Reference for Professional Services to be provided by:
TRNAVA UNIVERSITY (SLOVAKIA)
As part of the development of the project
“TRAINING PACKAGES FOR HEALTH PROFESSIONALS TO IMPROVE
ACCESS AND QUALITY OF HEALTH SERVICES FOR MIGRANTS AND
ETHNIC MINORITIES, INCLUDING THE ROMA”**

1. Framework

This project is regulated under the terms of contract number **2013 62 09**, signed between the European Commission (represented by the European Agency for Health and Consumers – EAHC) and the Andalusian School of Public Health – EASP. The contract specifies the terms and amount budgeted for the project's completion by the consortium to whom the contract was awarded: Escuela Andaluza de Salud Pública - EASP (Spain), Faculty of Health and Medical Sciences, University of Copenhagen (Denmark), Azienda Unità Sanitaria Locale Reggio Emilia - AUSL (Italy) and Academisch Medisch Centrum bij Universiteit van Amsterdam (Netherlands).

The project's goals

Overall Goal

Facilitate access to and improve the quality of health services for migrants and ethnic minorities (MEM) in the European Union, and reduce observed inequities.

Specific Objectives

1. Present an overview of the situation of MEM in Europe regarding their access to and use of health services and the extent to which services are adapted to their specific needs.
2. Building on previous experience, create a framework, a training programme and validated teaching-learning materials for all health care providers, aimed at improving the accessibility, quality and appropriateness of care provided to MEM in the EU.
3. Develop and apply a structured process that enables those with primary responsibility for the training and continuing education of health care providers in each country to take ownership of their training programme through active adaptation of the materials to their local situation and needs.

2. Background

The project is divided into five (5) Work Packages (WP). WP4 includes the training of trainers, organisation and design of national training programmes to pilot the training material developed under WP3, and the evaluation of these programmes.

The Training of Trainers (ToT) workshop, which will be organised as part of the project, has two aims. The first is to undertake the first piloting of the training materials. The second is to train

national trainers, who in turn will support the second, national piloting of the materials and their evaluation. WP5 includes the final versions of the materials and the dissemination of the results.

3. Goals of the Terms of Reference

The objective of these terms of reference is to define the tasks and activities to be completed through the institution's participation in its corresponding work package/s, specifically those related to results, products, timeline and price.

The consultant will carry out activities in the framework of the following work packages:

- WP4 – Training of trainers, pilot training programmes and evaluation.
- WP5 – Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results.

The consultant is expected to review the consortium's technical proposal and tender's specifications, included as Annex 1 and Annex 2 of the Manual on Rules and Procedures related to this project.

4. Expected Results

4.1 WP4 Training of trainers, pilot training programmes and evaluation

- Participation in the Training of Trainers (ToT) workshop: The institution will ensure the participation of the three previously selected trainers in the ToT workshop. Should the previously selected trainers need to be substituted, the institutions will select new trainers based on the criteria established in the technical proposal (see attached Annex 1).
- Planning, organising and evaluating a pilot training programme in Slovakia (annex 2 attached provides more detailed information regarding the organization and development of that training programme).

4.2 WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results.

The specific products to be developed as part of support activities related to WP5 will be established in the respective plan/work methodology elaborated by the institution responsible for the WP.

5. Expected Outcomes

5.1 WP4 Training of trainers, pilot training programmes and evaluation

- ❖ Final selection of trainers and participation in ToT workshop.
- ❖ Pilot training programme, adapted to the special circumstances of Slovakia.
- ❖ Evaluation report of the pilot training programme.

5.2 WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot trainings, and dissemination of the results.

- ❖ In accordance with the work plan elaborated by the institution responsible for this WP.

6. Timeline for the Work and Delivery of Products

- ❖ Send a final list of participants in the ToT at least **15 days** prior to the event's celebration.
- ❖ The training programme will be developed within a **two-month period following** completion of the ToT workshop.
- ❖ The corresponding evaluation report will be submitted **20 days** following the training programme.

7. Total price, breakdown and payment conditions

The maximum total amount available for services to be performed is 45.336 €.

Payments will be made as follows:

- Pre-financing: 3.000 €. An initial payment will be made following the contract's signature and receipt of funds from EAHC.
- Interim payment: 22.000 €. A second payment will be made once the EASP has received funds from the financing authority corresponding to the interim payment (estimated date, October-December 2014).
- Final balance: 20.336 €. Final payment will be made effective once the EASP has received its corresponding final balance funds from EAHC (2016).

All payments are conditioned upon the submission and approval of required products/reports, as well as submission of the corresponding invoices. Payment of the final balance due will take all such conditions into account.

If work has not been completed under the terms agreed to by the responsible institution, a determination may be made to request a refund of the down payment made to that institution.

Annex 1

Criteria for selection of trainers

Criteria for selection of trainers

- Priority will be given to professionals with a demonstrated interest in improving health care for migrants and ethnic minorities,
- English language knowledge and skills in order for the trainees to be able to interact with other trainers,
- Can make him/herself available for the times required both to develop and implement the training activities in the country of origin,
- Recognised career trajectory in health care / clinical practice,
- Ability to understand and explain the content of the training courses,
- Demonstrated familiarity with the principles of adult and professional education and ability to adapt and apply these effectively with different groups of people,
- Demonstrated capacity to communicate and cooperate with other people in a collaborative way. Skilled in group work, team work, negotiation and leadership,
- Ability to design learning activities to develop skills required in the work context,
- Can use the internet, e-mail and word processing software (basic use).
- To be selected in collaboration with national authorities.

Annex 2

Additional information about national pilot training programme

National pilot training programme

Objectives

- Review, adapt and translate educational materials produced by the Consortium to support the development of the training programme.
- Organise and develop the training programme of a duration of three days for 30 professionals, in order to **test** the training materials.
- Prepare a report of the training programme, including materials used (reviewed and translated final versions), analysis of the lessons learned and a proposal for the sustainability of the program.

The institution should ensure that the national pilot training programme is done in collaboration with the national stakeholders, as well as health and education authorities responsible for the capability building of health professionals and service providers, health insurance organisations, and relevant national health professionals' associations and NGOs. The collaboration should aim to ensure the replication and sustainability of the training. The contact with the National Health authorities will be done by the contractor with the support of the EC and relevant consortium partners.

Activities

The institution's selected trainers will be responsible for the following functions and tasks:

1. Review and adaptation of educational materials and guidance for students

a. Training package composed by

- Curriculum model,
- Training needs assessment tool (questionnaire to evaluate the trainees' needs and to support the adaptation of the training materials to the local situation),
- Trainers' and trainee manuals or guides, and
- Training materials for tutorial and practical sessions.

b. Manual or guide for students, of approximately 50-100 pages each, including:

- Learning objectives,
- Background information (reference guide),
- Copies of slides – 6 per page,
- Recommended reading, including scientific articles,
- Practical exercises focusing on training material content, and
- Suggestions for further learning, including links to relevant initiatives.

2. Translation of the educational materials and student guide to the official language of the country.

3. Development of a 3-day training programme for 30 participants, including technical support and full logistics coverage.

Proposed criteria for the selection of participants:

- Professionals with experience on health care,
- Demonstrated dedication to clinical practice,
- Ability to understand the content of the training courses,
- Demonstrated capacity to communicate and cooperate with other people in a collaborative way; skilled in group work, team work, negotiation and leadership, and
- Can use the internet, e-mail and word processing software (basic use).

The training programme will be previously adapted to the specific country, taking into consideration the migrant and ethnic minority entitlements to healthcare, health system characteristics and health professionals' training needs.

All (100%) of the sessions of the pilot training, as well as the materials, must be in the national language(s).

4. Elaboration of an evaluation report, describing the results achieved. It must describe how the materials were delivered and include the reviewed and translated student guide, lessons learnt from the training, relevant findings, obstacles, recommendations for the review of the training package and future training (see report template in annex 3).

Expected outputs

- Piloting of the program (duration: three-days),
- Translation of educational materials and student guide, and
- Preparation of the training programme report.

Evaluation of the training programme

The EASP will provide to the institution specific evaluation tools to allow the institution in question to:

- Evaluate the adaptation of the training materials to the local situation;
- Evaluate the training outcomes;
- Collect the trainers and trainees feedback for the training materials.