



Feidhmeannacht na Seirbhíse Sláinte  
Health Service Executive

Oifig an Stiúirthóra Náisiúnta, Acmhainní Daonna  
Feidhmeannacht na Seirbhíse Sláinte  
Ospidéal Dr. Steevens'  
Baile Átha Cliath 8

Office of the National Director of Human Resources  
Health Service Executive  
Dr. Steevens' Hospital  
Dublin 8

**HSE HR Circular 015/2014**

**5<sup>th</sup> August 2014**

**To: Each Member of Leadership Team, HSE  
Each Regional Director of Performance and Integration, HSE  
Each Assistant National Director of HR, HSE  
Each Employee Relations Manager, HSE  
Each CEO/HR Manager directly funded Voluntary Hospital / Agency**

**Re: Sponsorship for Higher Diploma in Nursing [Sexual Assault Forensic Examination]  
NQAI Level 8**

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Dear Colleagues,

- ◆ Arrangements relating to the sponsorship for Higher Diploma in Nursing [Sexual Assault Forensic Examination] NQAI Level 8 in the Circular 020/2009 - Sponsorship of Nursing/Midwifery Third Level Education Initiatives are superseded by this circular:

**This initiative is subject to the conditions set out below.**

### **Conditions**

**1. Eligibility to apply**

Candidates must be registered with or entitled to be registered with the Nursing and Midwifery Board of Ireland (NMBI). Candidates must have recent experience working in a field related to the specialty of Sexual Assault Forensic Examination as outlined in the National Recruitment Services (NRS) Campaign Information for this sponsorship. Applicants requiring a work visa/authorisation for employment in the State must provide evidence that their work visa/authorisation allows them to fulfil their commitment required under this circular.

## 2. **Funding**

Course funding will only be provided at the fee rate applicable to an EU/EEA citizen. Any amount in excess of the fee applicable to an EU/EEA citizen will not be funded under the terms of this circular. No funding will be provided for repeat module(s), units of study or examination fees. Such fees must be borne by the nurse or midwife concerned.

## 3. **Satisfactory Employment Record**

In order to qualify for sponsorship, the applicant must provide evidence of a satisfactory service record.

## 4. **Salary/Incremental Credit**

Each participant on the programme will retain their current point on the nurse/midwife salary scale up to a maximum of last point on the CNM2 grade on entry into the programme (based on verified nursing/midwifery service). Participants will retain their incremental credit date and will be granted incremental credit (if applicable) during the programme.

## 5. **Service Commitment**

Successful applicants for sponsorship will be required to give a written undertaking to their sponsoring hospital that they will, following successful completion of the programme, take up employment as a full time permanent Clinical Nurse/Midwife Specialist [Sexual Assault Forensic Examination] for a period not less than 2 years. This initial full-time assignment as a Clinical Nurse/Midwife Specialist will be undertaken in their sponsoring hospital.

The requirement to honour the service commitment may be waived if the sponsoring agency is not in a position to recruit the Clinical Nurse/Midwife Specialist [Sexual Assault Forensic Examination].

Until such time as a sponsored employee has fulfilled their service commitment they will not be approved for further sponsorship under any other nursing/midwifery education initiative. However this restriction will not apply where the requirement to honour the service commitment has been waived by the sponsoring agency. In exceptional circumstances, all or a portion of the service commitment may, with the prior agreement of the sponsoring hospital concerned, be given in the employment of an alternative Irish public health service agency.

A sponsored employee who fails to honour their contractual undertaking to work as a full time Clinical Nurse/Midwife Specialist [Sexual Assault Forensic Examination] for their sponsoring agency for the period of the service commitment immediately following successful completion of the programme shall be required to repay to that sponsoring agency their fees and in the case of fulltime courses the value of the salary received by

them during the theory element of the programme. Any repayment due will be adjusted on a pro rata basis for any period of service commitment honoured.

**6. Additional Costs**

All other and additional costs, charges and expenses, including travel, text books and library charges incurred by the student undertaking the programme will be discharged by the student at their own expense.

**7. Substantive Post**

A HSE employee who is sponsored in accordance with the terms of this circular will retain the permanent status of their existing substantive post for the duration of the academic study programme. On successful completion of the programme, any entitlement to return to their previous substantive post within the public health service shall cease subject to section 5 above.

**8. Annual Leave**

Sponsored employees shall retain their annual leave entitlements throughout the period of the programme. However, annual leave may only be taken outside of academic semesters and in accordance with service need.

**9. Student Obligations**

The student will attend in full the programme with proper diligence and will undergo such examination and tests as may be prescribed in or required by the programme curriculum with a view to successfully completing the programme.

**10. Governance**

The student will be required to provide their sponsoring agency with a copy of their examination results at the end each academic term.

**11. Exceptions**

A student absenting themselves, and/or failing to complete the programme due to unforeseen or exceptional circumstances, may be facilitated at the discretion of the sponsoring agency and higher education institute to complete the course and examinations in such manner as may be specified.

**12. Repeat:**

A student, failing to obtain the Higher Diploma in Nursing [Sexual Assault Forensic Examination] NQAI Level 8 qualification on completion of the programme may, at the discretion of the sponsoring hospital, be retained on probation to afford him/her one further opportunity to secure the qualification at repeat examination but in any event no later than the end of the following academic year. During this repeat period the student will be remunerated at their existing salary up to a maximum of CNM2 grade. No funding will be provided for repeat tuition or examinations fees; such costs must be borne by the student concerned.

When a sponsored candidate is required to repeat elements of the programme they must remain in the employment of their sponsoring agency during the repeat period.

In the event of failure to secure the qualification, the appointment as a Clinical Nurse/Midwife Specialist [Sexual Assault Forensic Examination] will not be ratified.

**13. Repayment of Fees and salary**

If the sponsored candidate ceases employment or does not complete the programme they will be required to repay both course registration and tuition fees and the portion of the salary received by them during the theory element of the programme.

In exceptional circumstances all the above repayments may be waived, reduced or deferred at the discretion of the Sponsoring Hospital. Such repayments shall be made to the sponsoring hospital where they were employed.

**14. Review of Initiative**

This initiative will be kept under annual review.

**15. Definition:**

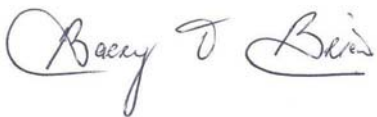
A Hospital is a statutory or voluntary Hospital in the public health service in which the student will take up employment as a CNS/CMS [Sexual Assault Forensic Examination] on completion of the course.

**Queries**

Any queries in relation to this circular should be addressed to The Office of the Nursing and Midwifery Services, Dr Steevens' Hospital, Dublin 8.

Tel. 01 6352241 Email: [john.scott@hse.ie](mailto:john.scott@hse.ie)

**Yours sincerely,**



**Barry O'Brien,  
National Director Human Resources.**