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**Placement agreement for practitioners undertaking**

**an action plan at a host organisation**

**NOTE: For all text in red, insert the required detail edit or delete text.**

This [**draft**] agreement details the arrangements governing a [**clinical]** placement taking place wholly or partly away from the practitioner’s normal place of work and outside the jurisdiction of their normal employing or contracting healthcare organisation.

The agreement details the roles, responsibilities and obligations of the practitioner, the employing or contracting healthcare organisation and the host organisation providing the placement.

Signatories are listed at the end of this agreement.

Organisations are advised to take their own legal advice on the use of this agreement and about any modifications which may be necessary to reflect the needs of a specific case.

**THIS AGREEMENT** is made on **[XX]** day of [**XX]** **20\_ \_**

**BETWEEN:**

**[The practitioner]**

**[The employing or contracting healthcare organisation] and**

**[The host organisation or practice providing the placement]**

The practitioner’s [**contract / employment]** commenced with the healthcare organisation on **[insert date]** under the terms of the **[contract / contract of employment]**.

The placement under the terms of this agreement will commence on **[insert date]** and will continue until **[insert date]** unless otherwise terminated in accordance with section 3 of this agreement.

The host organisation has agreed to provide a clinical placement and supervision for the practitioner on a **[full/part time]** basis to assist the practitioner in completing an agreed **[remediation/reskilling/ return to work]** action plan.

The **[employing / contracting]** healthcare organisation has agreed to release the practitioner from their normal duties temporarily in order to undertake the clinical placement.

The practitioner has agreed to take full advantages of the training opportunities provided by the clinical placement.

1. **DEFINITIONS AND INTERPRETATION**

In this agreement the expressions in bold have the following meanings:

1. **“The agreement"** means the agreement concluded between the practitioner, the employing or contracting healthcare organisation and the host organisation as set out in this document and any of their documents, which are incorporated.
2. **“The placement”** means a fixed period of time to provide training and/or the completion of an agreed action plan for the practitioner, under supervision and usually in a supernumerary capacity.
3. [**“The contract of employment”** means the contract of employment dated [insert date] between the employing or contracting healthcare organisation and the practitioner.]

[**“The contract”** means the contract between the practitioner and employing or contracting healthcare organisation dated [insert date], which describes the clinical services the practitioner delivers on behalf of the employing or contracting healthcare organisation.]

1. **“The programme manager”** has overall responsibility for the programme set out in the action plan. The programme manager retains oversight of the plan throughout its duration and is responsible for ensuring that patient safety is protected. The person assigned to the role of programme manager needs to have sufficient seniority and authority to make decisions about the action plan and the practitioner’s progress.
2. **“The clinical supervisor”** should be an experienced clinician in the same specialty as the practitioner, usually at a senior level such as a consultant in secondary care or an experienced GP trainer for primary care medical practitioners. More than one clinical supervisor can be appointed if needed. The responsibilities of the clinical supervisor include ensuring safe practice, observing performance, providing feedback and monitoring progress against each objective. It is expected that the clinical supervisor is available to the practitioner to provide advice on clinical matters and to support their skills development.
3. **“The employing or contracting healthcare organisation”** means the employing hospital, community or mental health Trust or primary care organisation.
4. **“The placement provider/host organisation”** means the Trust or primary care organisation where the placement will take place. The lead practitioner within the placement will be the ‘clinical supervisor’.
5. **“Services”** means the work carried out by the practitioner, usually associated with the areas of practice which require improvement.
6. **“Training”** means any instruction, education or learning provided for the practitioner in accordance with this agreement.
7. **“Action plan”** is a structured and time limited further training programme with the overall aim to facilitate the return of a practitioner to safe and effective practice in their assigned role. An action plan describes the activities, experience, and support required to facilitate its successful completion. It also identifies the evidence required at agreed formal review points to demonstrate the progress required to meet the action plan objectives.
8. **CLINICAL PLACEMENT: RESPONSIBILITIES AND AGREEMENTS**
   1. **Practitioner responsibilities**

The practitioner shall:

1. Receive training and provide services to the host organisation in accordance with the provisions of the agreement whilst continuing to be [employed by / contracted to provide services on behalf of] [Insert name of employing or contracting healthcare organisation] under their usual contract [of employment], which shall remain in force upon the expiry of the placement or upon termination of this agreement; the practitioner shall not be an employee of the host organisation.
2. Receive training and supervision and provide services, subject always to the control of the host organisation, whether or not these are within the scope of normal duties under their usual [contract / contract of employment].
3. Faithfully and diligently perform the services, follow all reasonable and lawful directions given and carry out any reasonable tasks or programmed activities specified by the host organisation.
4. Notify the host organisation of any absence due to sickness and confirm holiday entitlement with the host organisation who will subsequently inform the employing or contracting healthcare organisation of any such absences.
5. Maintain [GMC/GDC/GPhC delete as appropriate] registration and notify the host organisation of any change in status.
6. Keep records of progress as specified in the action plan.
7. Ensure appropriate membership of a professional medical indemnity insurance scheme and/or medical defence body.
8. Pay an agreed contribution to the overall cost of the clinical placement, which will be determined prior to commencement where required.

**2.2 Responsibilities of the host organisation**

The host organisation shall:

1. Ensure that the practitioner is properly and sufficiently trained and instructed as part of an induction programme; this will include all relevant rules, policies, protocols, procedures and standards of the host organisation and all relevant statutes and statutory instruments, including those relating to fire risks and fire precautions and health and safety.
2. Plan the training and work programme to be undertaken in consultation with the practitioner, the employing or contracting healthcare organisation and the relevant programme manager/clinical supervisor, having regard to the requirements of the agreed action plan.
3. Provide appropriate supervision and feedback to the practitioner during the placement.
4. Nominate a clinical supervisor who will conduct, or make arrangements for, the training and supervision of the practitioner.
5. Provide progress reports against the action plan to the employing or contracting healthcare organisation as set out in the action plan. These reports will be provided at agreed intervals between the host organisation and the employing or contracting organisation. A final report will be submitted at the end of the final week of the placement. The clinical supervisor will share the contents of each report with the practitioner prior to its dispatch to the employing or contracting organisation.
6. Ensure a safe working environment and carry out any risk assessment relevant to the activities of the practitioner.

## **2.3 Responsibilities of the employing or contracting healthcare organisation**

1. The employing or contracting healthcare organisation will:
2. Agree to release the practitioner from contractual duties to enable them to undertake the clinical placement and to perform services by delegating to the host organisation the right to issue reasonable instructions to the practitioner.
3. Appoint a case manager to arrange the clinical placement in consultation with the Deanery, Royal College and host organisation.
4. Inform the host organisation of the name and contact details of the programme manager, who will monitor the performance of the practitioner in general and feed back to the host organisation.
5. Determine funding requirements and agree how these will be met, including an appropriate contribution from the practitioner where required.
6. Identify and provide appropriate support, which may include coaching and mentoring, for the practitioner during the placement.
7. Be responsible for the payment of the practitioner’s remuneration and all other contractual and statutory entitlements.

## **2.4 Agreements between the parties**

It is agreed between the parties that:

1. The action plan attached to this agreement accurately sets out the objectives for the placement, supervision arrangements, funding issues and how the placement will end, with a review and sign-off process.
2. The practitioner will receive training and provide services at [Insert name of host organisation] or such other designated base as the host organisation shall reasonably determine.
3. The employing or contracting healthcare organisation and the practitioner agree that the contract [of employment] is varied by mutual consent for the duration of the placement to allow the placement to occur.
4. Any concerns about patient safety will be reported immediately to the programme manager.
5. The resolution of any issues relating to the management of the practitioner, including disciplinary and grievance procedures, issues relating to pay and conditions, sick leave, pension and other employment/contractual issues remain the responsibility of the employing or contracting healthcare organisation; the host organisation cannot take any formal disciplinary action against the practitioner.
6. The host organisation agrees to provide any and all reasonable assistance which may be required by the employing or contracting healthcare organisation as soon as reasonably practicable; this will include any investigatory or documentary assistance, witnesses and witness evidence as appropriate, access to premises and any members of staff.
7. The practitioner will assist the host organisation and the employing or contracting healthcare organisation with any and all of the matters referred to in (e) above, including providing documentation, whenever it is reasonably requested.
8. The responsibility for the appraisal of the practitioner shall remain at all times during the clinical placement with the employing or contracting healthcare organisation and will be carried out in accordance with their policies and procedures. The host organisation will assist the employing or contracting healthcare organisation in all aspects of the appraisal process.
9. The host organisation will submit an invoice to the employing or contracting healthcare organisation at the end of each completed calendar month and the employing or contracting healthcare organisation will pay such amount as may properly be due under the terms of this agreement.
10. The practitioner will agree objectives for the placement and the method of assessment in accordance with the action plan; formal reviews will take place in conjunction with the employing or contracting healthcare organisation, ultimately resulting in a report of achievement against objectives.
11. If any provision of this agreement is or becomes illegal, void or invalid, the legality and validity of the other provisions will not be affected.

## **TERMINATION**

3.1 The agreement shall automatically terminate if the contract [of employment] is terminated for any reason whatsoever before the expiry of the clinical placement.

3.2 Upon termination of the agreement for whatever reason the practitioner shall return to the host organisation all documents, correspondence, information and property made or compiled by the practitioner or delivered to the practitioner or which comes into the practitioner’s possession during the clinical placement.

* 1. Upon termination of the agreement, for any reason other than under 3.1 above, the terms and conditions of the practitioner’s contract [of employment] shall continue in full force and effect.
  2. The host organisation will not be responsible for making any payments relating to the termination of the practitioner’s [employment / contract].
  3. Any party may terminate the placement at any time by giving one month’s written notice to the other parties.
  4. The host organisation may terminate the placement immediately at any time by written notice if the practitioner commits any act or omission which the host organisation considers to be serious misconduct or conduct which may damage the reputation of the host organisation; the host organisation will provide the employing or contracting healthcare organisation with written reasons for the termination of the placement to assist the employing or contracting healthcare organisation to take appropriate action.

## **DEFAULT**

4.1 The host organisation may terminate the agreement if either the employing or contracting healthcare organisation or the practitioner is in breach of any of the terms of the agreement, which have not been remedied by the party in breach, within 21 days of receipt by the employing or contracting healthcare organisation and/or the practitioner of a written notification.

4.2 The employing or contracting organisation may terminate the agreement if either the host organisation or the practitioner is in breach of any of the terms of the agreement, which have not been remedied by the party in breach within 21 days of receipt by the host organisation and/or the practitioner of a written notification.

4.3 No changes or additions to the training, services or the conditions of the agreement will be made without prior agreement in writing between the employing or contracting organisation, the host organisation and the practitioner.

## **CONFIDENTIALITY**

5.1 In addition to, and without prejudice to the confidentiality obligations contained in the contract [of employment], the practitioner shall not (save in the proper performance of services), either during or after the period of the agreement, divulge any information acquired in connection with the agreement or in connection with the services which concerns:

* + - * 1. Any matter of commercial interest contained or referred to in the agreement;
        2. The host organisation, its manner of operations, staff, patients or procedures;
        3. The employing or contracting organisation, its manner of operations, staff, patients or procedures;
        4. Any breach of confidentiality may result in disciplinary action by the employing or contracting organisation at the request of the host organisation.

5.2 The host organisation and the employer shall each comply with General Data Protection Regulations (GDPR) and shall protect the personal data of their respective staff, clients and patients.

## **DISCRIMINATION LEGISLATION**

It is agreed that neither the employing nor contracting healthcare organisation nor the host organisation will unlawfully discriminate against the practitioner within the meaning of the Equality Act 2010 or any other relevant discrimination legislation. Both the employing or contracting organisation and the host organisation will take all reasonable steps to secure the observance of this provision by all its staff or agents.

## **PATIENT CONSENT**

As part of the action plan/return to work programme, the information to be provided to patients concerning the status of the practitioner will have been documented. Patient consent arrangements should remain the same as for any doctor, dentist or pharmacist in training within the host organisation.

## **FORCE MAJEURE**

No party to the agreement shall be liable to the other for any failure to perform its obligations under the agreement where such performance is rendered impossible by circumstances beyond its control, but nothing in this condition shall limit the obligations of all parties to use their best endeavours to fulfil their obligations under the agreement.

**THE PARTIES HEREBY AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT**

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| --- | --- |
| Signed on behalf of the employing or contracting organisation: | Date: |
| Signed on behalf of the Deanery: | Date: |
| Signed on behalf of the practitioner: | Date: |

**Contacts for this agreement**

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| --- | --- |
| Clinical Supervisor | Name:  Address:  Telephone number:  Email address: |
| Programme Manager | Name:  Address:  Telephone number:  Email address: |
| Employing or Contracting Organisation | Name:  Address:  Telephone number:  Email address: |
| The Deanery | Name:  Address:  Telephone number:  Email address: |
| Host Organisation (placement provider) | Name:  Address:  Telephone number:  Email address: |