**Enabling staff movement**

**Annex D: London staff movement agreement**



London Staff Movement Agreement (LSMA) – FAQs

1. Who does the LSMA apply to?

All London NHS bodies who sign it and any non-NHS body providing NHS services in London who are approved by those NHS bodies to participate in it.

1. How are non-NHS bodies approved to participate in the LSMA?

By the agreement of an "Approving Group" set up by London NHS bodies to consider such requests. Before admitting a non-NHS body, the Approving Group has to satisfy itself that body has appropriate insurance/indemnity arrangements in place, complies with NHS Employment Check Standards and identify the terms on which it engages its employees, workers and contractors.

1. Which non-NHS bodies can ask to participate in the LSMA?

Any social care provider, GP practice, charity, community interest company, not for profit company or independent sector provider providing NHS services under an NHS contract.

1. What is the legal status of the LSMA?

Certain parts of it (such as participants giving assurances to each other about the people they provide (Workforce Members) and keeping information confidential) are legally binding and others are not.

1. How long does the LSMA last?

It will continue to apply until the next review of it on **31 March 2027** (unless the participants agree to end it before then).

1. Which people can be loaned under the LSMA and to whom?

Workforce Members are employees, bank workers and independent contractors engaged by a participant. Workforce Members can be seconded between NHS bodies, by an NHS body to a non-NHS body, by a non-NHS body to an NHS body or by a non-NHS body to another non-NHS body.

1. How does the LSMA connect with the Digital Staff Passport when it arrives?

The LSMA is complementary to the Digital Staff Passport. When the Digital Staff Passport is operating, the terms of that service will apply to NHS bodies. However, the LSMA will still have a place as it allows for secondments to and from non-NHS bodies as explained above.

1. How long can a Workforce Member be seconded under the LSMA?

Any requests for a secondee should usually be for no longer than six months unless otherwise agreed. This reflects staff side expectations on the use of the LSMA. Long term secondments should be dealt with through individual secondment agreements.

1. What is the impact of a secondment on Workforce Members contracts with their employer/engager?

Those contracts and Workforce Members rights, duties and entitlements under them remain unchanged. If a Workforce Member receives a high cost area supplement then they continue to receive it during the secondment whether they are working in a high cost area or not.

1. What is the process for requesting a secondment of a Workforce Member?

There are two processes: standard and immediate requests. These processes are voluntary, one participant (the Receiving Body) makes a request to another (the Employing Body) who decides whether to grant it. So, one participant cannot require another to provide secondees. There is a form for making a standard request. That form does not need to be completed for an immediate request but written confirmation of exceptional circumstances by an approved senior person of the Employing Body (as decided by the Employing Body) is required instead. Workforce Members are asked to sign a Licence to Attend, setting out the terms on which they work at the Receiving Body.

1. What about compliance with the NHS Employment Check standards?

All participants give assurances that they have appropriate processes in place to verify any Workforce Members and confirm they have passed any necessary mandatory checks and training. When seconding a Workforce Member participants provide an Assurance document confirming these checks have been completed.

1. Who signs relevant documents under the LSMA?

This depends on each participants governance arrangements. LSMA signatories need to have authority to sign legally binding agreements. Those signing requests for Workforce Members, deciding whether to grant such requests and exceptional circumstances forms need to have authority to do so by their organisation. That authority could come from standing financial instructions or other documents setting out who can sign agreements for that organisation.

1. Who retains the LSMA and who needs to know about it?

This again depends on each participants governance arrangements. We suggest participants have a core group with the authority to make and respond to secondment requests as well as dealing with immediate requests with managers working on integrated care activities being aware of the ability to make secondment requests under the LSMA and who they ask to make such request on their organisation's behalf.

1. What insurance/indemnity arrangements do participants need to have in place?

Many participants will have CNST, LTPS, CNSGP indemnity arrangements in place. Those without them must have equivalent insurance or indemnity arrangements in place. Only participants with these arrangements in place and providing NHS services can loan Workforce Members to each other. A workforce member cannot be loaned to work in a non-NHS service.

1. What are the repayment arrangements in the LSMA?

An Employing Body continues to pay Workforce Members as normal. It sends a monthly invoice to the Receiving Body for repayment of the salary and on costs of doing so unless alternative arrangements are agreed between them. Any invoice is to be paid within 28 days of receipt of it.

1. What happens if there are any concerns or complaints about the operation of the LSMA?

There is an escalation process with affected participants trying to resolve matters between themselves first and being able to refer any unresolved dispute to an independent party.

1. What policies and procedures apply during an LSMA secondment?

The Employing Body's policies and procedures. It is for that body, not the Receiving Body to deal with any concerns, disciplinary matters, grievances or other similar issues under its own policies and procedures.

1. What are participants data protection duties under the LSMA?

Participants agree to comply with their data protection duties and give reasonable assistance to each other to comply with those duties.

LONDON STAFF MOVEMENT AGREEMENT

**BETWEEN:**

Each **NHS Body** identified in the Introduction to this Agreement, collectively the “**NHS Bodies**” and any other legal entity which a Steering Group set up to consider such requests by the NHS Bodies agrees (referred to as **"the Approving Group")**] may participate in the arrangements under this Agreement and who are signatories to it (“**Subsequent Parties“)**.

**INTRODUCTION:**

1. This Agreement is applicable to:
   1. any NHS organisation based in any London Borough and in any Integrated Care System involved in the provision of Healthcare Services and which is a signatory to this Agreement (or has provided electronic written confirmation they agree to the terms of this Agreement) or which has in place any arrangements which involve an NHS organisation and which reference this Agreement as the framework under which staff will be shared (an **NHS Body**); and
   2. any Subsequent Party involved in the provision of Healthcare Services

(“a Participating Body”).

1. **Healthcare Services** means the provision in London of NHS services (whether primary, secondary/acute care or otherwise), any diagnostic services associated with the provision of healthcare, any services designed to facilitate these services or provide supplies that may facilitate these services and any service that may provide workers or volunteers to help provide or support such services. A GP practice, charity, community interest company, not for profit company or independent sector provider providing Healthcare Services under a GMS, PMS or APMS contract or another contract under which they are providing NHS services whether as contractor or sub-contractor may be treated as a Participating Body for the purposes of this Agreement if and to the extent that they are a signatory to it.
2. This Agreement sets out the intention of the Participating Bodies to work together to promote new ways of collaborative working, facilitate care pathways and generate efficiencies in service delivery by them in London.
3. The Participating Bodies have committed to working together in a collaborative and mutually supportive way for the benefit of patients, staff and the wider public.
4. This Agreement is complementary to the Digital Staff Passport service that is being made available by NHS England. Where an NHS Body has registered to use the Digital Staff Passport service to facilitate the transfer of Staff Members then the terms of that service will take precedence over the terms set in this Agreement with all other terms remaining valid.
5. This Agreement relates to individuals ("Workforce Members") who are employed, or engaged by, or providing services as an independent contractor to one Participating Body or Subsequent Party, on its temporary staff bank (“Bank Workers” or “Bank Worker in the singular) or are substantively employed or engaged by a or provide services as an independent contractor to a Participating Body or Subsequent Party (the "Employing Body") and in either case are provided to work for another Participating Body or Subsequent Party (the "Receiving Body"), usually but not necessarily an NHS Body, under its terms.
6. The Participating Bodies wish to ensure the proper observance of clinical governance, health and safety, data protection and employment checks requirements, while avoiding unnecessary bureaucracy which may impede the movement of Workforce Members specifically.
7. The terms below set out the basis on which such arrangements will operate.
8. This Agreement does not impact upon or supersede any other specific arrangements that may already be in place between any of the NHS Bodies, or between the NHS Bodies and any other bodies, relating to the sharing of staff. Any specific arrangements (whether contractual or otherwise) already in place or put in place subsequently will take precedence as between the parties to those arrangements over this Agreement.
9. Paragraphs 5, 7, 8, 9, 10 and 12 of this Agreement are intended to be legally binding as between the Participating Bodies and Subsequent Parties. Subject to this, it is recognised that the other provisions in this Agreement are not intended to be legally enforceable but that the Participating Bodies and Subsequent Parties will agree to provide each other with reasonable cooperation and assistance when operating the provisions of this Agreement.
10. Any singular or plural definitions in this Agreement also include the plural or singular of them. Any references to the Employing Body are for definitional purposes and do not mean that all Workforce are employees or workers of an Employing Body.

**THE PARTICIPATING BODIES AGREE AS FOLLOWS:**

# STATUS and admission of subsequent parties

## This Agreement in no way changes or modifies any existing contract of employment, Bank Worker agreement or registration document, honorary contract, GP partnership or limited liability partnership agreement] or other contract held by a Workforce Member with their Employing Body nor any rights that Workforce Member may have under such arrangement.

## In considering whether to admit a non-NHS Body as a Subsequent Party the Approving Group:

### Must satisfy itself that such non-NHS Body has in place indemnity or insurance cover arrangements which comply with paragraph 9.4 of this Agreement;

### Must satisfy itself that such non-NHS Body complies with the NHS Employment Check Standards issued under Health Circular HSC2002/008 (as revised from time to time) in respect of the recruitment or engagement of its Workforce Members;

### Will identify what terms the non-NHS Body's Staff Members are engaged on to enable identification of any Workforce Member remuneration which will need to be made in the event the non-NHS Body becomes a Subsequent Party and seconds a Workforce Member pursuant to this Agreement.

# communication between Participating bodies

## The Participating Bodies shall cooperate with each other in addressing any requests under this Agreement and in providing information to each other to comply with any regulatory or governance requirements and in order to ensure the effective operation of it.

# Workforce MEMBERS

## By agreement between the Participating Bodies (as set out more fully at paragraph 4 below), a Workforce Member of one Participating Body may be seconded on a temporary basis to work for a Receiving Body whether at the Receiving Body’s premises or the premises of another Participating Body.

## The Participating Bodies agree that the Workforce Member shall remain an employee, worker, partner or independent contractor (as the case may be) of their Employing Body at all times and that nothing in this Agreement creates (or is intended to create) an additional employment or other relationship between the Workforce Member and the Receiving Body. The Workforce Member shall not be entitled to receive any salary, pension, bonus or other benefits or payments from the Receiving Body but will continue to receive such remuneration and benefits as may be due to them from the Employing Body.

# REquest and immediate request PROCESS

## The following process will be adopted by the Participating Bodies before a Workforce Member commences work for a Receiving Body where such secondment is to start for a future dated shift or any other assignment of work:

## The Receiving Body shall make a request of an Employing Body for Workforce Members from the Employing Body (the “**Request**”). The Request shall identify:

#### the numbers of Workforce Members requested;

#### the roles and/or job types of Workforce Members (including where appropriate profession, grade, speciality or experience of Workforce Member where that would help to identify requested Workforce Members);

#### when it is desirable for Workforce Members to commence work at the Receiving Body; and

#### if known at the time of making the request, the length of time that Workforce Members are expected to be needed at the Receiving Body. This will usually be no longer than six months, unless otherwise agreed.

## Upon receipt of the Request, the Employing Body will consider the Request in good faith and will confirm within 24 hours of receipt of a Request whether it can comply in whole or part with the Request. To the extent that the Request can be agreed (whether in whole or part), the Participating Bodies involved will liaise to agree any practical arrangements necessary to implement the Request and will comply with any notification arrangements that may be in place at regional or local level for secondments of Workforce under this Agreement. The Employing Body will provide the Receiving Body with a list of names and, where applicable, job titles and (unless otherwise agreed between the Participating Bodies) the monthly or weekly recharge cost for each of the Workforce Members it agrees to provide to the Receiving Body in response to the Request.

## Those Workforce Members identified under the request process in this paragraph 4 will, prior to their secondment, be issued a Digital Staff Passport and the Licence to Attend Form at Appendix 2, if the Employing Body is an NHS Body registered to use this service. Otherwise the Employing Body will, on request by the Receiving Body, complete the assurance form in Appendix 1, referenced in paragraph 5.2 below, on any occasion when the Workforce Member is to be seconded.

## Where Workforce Members are required to move immediately under exceptional circumstances, for example at the beginning of a shift, then the above process will be shortened as follows:

### The Employing Body will provide the Receiving Body with a list of names and job titles of those staff members identified for immediate secondment.

### To confirm that exceptional circumstances should apply, a suitably senior person of the Employing Body, typically the Director of Nursing or Director of Workforce, lead GP partner or their equivalent will complete the risk assessment form at Appendix 3 to confirm that there has been no time to issue Digital Staff Passports or complete the assurance form in Appendix 1.

### When Workforce Members arrive at the Receiving Body they will go directly to the service that they have been deployed to and upon arrival will confirm their identity and be required to sign the Licence to Attend agreement at Appendix 2.

## This Request process may be varied at any time by agreement between the Employing Body and the Receiving Body provided that any notification arrangements that may be in place at regional or local level for secondments of workforce under this Agreement are complied with.

# Assurance relating to Workforce members

## The Participating Bodies are satisfied and give assurance to each other that they have in place appropriate processes which have verified any Workforce Members who may be seconded under this Agreement as having passed any necessary mandatory checks and training necessary for that Workforce Member to practice safely in their role at their Employing Body. In particular the Employing Body confirms that each Workforce Member to be seconded to any Receiving Body:

### has met the NHS Employment Check Standards issued under Health Circular HSC2002/008 (as revised from time to time) at the time of recruitment and on an ongoing basis;

### has completed mandatory and other training requirements deemed sufficient by their Employing Body to work in their substantive role. For the avoidance of doubt, where those mandatory checks involve Disclosure and Barring Service (**DBS**) checks, the Employing Body will as a minimum have carried out a “fast-track” check of the Adults’ and Children’s Barred Lists, while awaiting the results of a full DBS check, and will notify the Receiving Body of any Workforce Member to whom only emergency Barred List checks have been completed so that the Receiving Body may undertake a risk assessment and put in place appropriate monitoring and supervision arrangements in respect of such Workforce Members. In such situation, the Employing Body will confirm to the Receiving Body as soon as practicable after full DBS clearance of the relevant Workforce Member has been received by the Employing Body; and

### is not undergoing any formal management process or subject to any current management sanction in respect of their conduct or capability.

## By way of assurance of the matters set out in paragraph 5.1, the Employing Body which is an NHS Body will, on or before the date on which the Workforce Member is seconded, issue the Workforce Member with a Digital Staff Passport, if such Employing Body has registered to use this service or on request by the Receiving Body, provide the Receiving Body with a completed assurance document in the form of Appendix 1 to this Agreement for each seconded Staff Member.

## The Participating Bodies provide further assurance to each other that they will not send any Workforce Member to another when they are aware that such Workforce Member has a communicable disease or virusWorkforce Members will be expected to undergo such virus or communicable disease testing as may be required from time to time by the Receiving Body, including during the on-boarding process referred to in paragraph 5.6.

## The Employing Body agrees to update the employment checks, as required by the NHS Employment Check Standards or otherwise and continue to provide the Workforce Member's professional and mandatory training for the duration of any period that a Workforce Member may be working at a Receiving Body following a Request.

## Employing Bodies shall ensure that each seconded Workforce Member shall attend work at the Receiving Body with:

### their Digital Staff Passport where the Employing Body is an NHS Body participating in the Digital Staff Passport service;

### their passport, national identity card or driving licence with photo;

### in exceptional circumstances, i.e. under the Immediate Request Process at paragraph 4.4 above, an NHS identity badge or such other proof of identity as may be required by the Receiving Body.

## Following the secondment of a Workforce Member by the Employing Body under this Agreement, should any change(s) occur to any checks or any circumstance arise which leads the Employing Body to conclude that any Workforce Member provided to a Receiving Body is not safe to practise or cannot lawfully work in the UK, the Employing Body shall notify the Receiving Body of this as soon as practicable.

## Each Participating Body gives assurance that, should it become a Receiving Body, it shall comply with all health and safety obligations and exercise such duty of care over Workforce Members received from a Employing Body as if such Workforce Members were the Receiving Body’s own employees, including conducting appropriate workplace risk assessments, having proper regard to any existing risk assessment undertaken in respect of any Workforce Member by their Employing Body and maintaining a safe system of work. The Receiving Body will carry out appropriate on-boarding and/or induction in respect of the Workforce Members as may be necessary to ensure their health and safety during the Secondment Period.

## In respect of any Workforce Members with disabilities, the Employing Body and Receiving Body will cooperate with each other in addressing and implementing any reasonable adjustments that may be required prior to the deployment of the Workforce Member.

# working arrangements

## Subject to paragraph 6.3, each Employing Body shall be responsible for the overall direction and supervision of their Workforce Members and their Workforce Members’ conduct and actions during the period of time that each Workforce Member may be provided to the Receiving Body (the “**Secondment Period**”). However, for the duration of the Secondment Period the Participating Bodies agree that the Workforce Member will work under the day-to-day operational direction of the Receiving Body and will explain to each Workforce Member, prior to the commencement of any secondment, their role and responsibilities and reporting arrangements which will apply during the secondment.

## The Employing Body and Receiving Body agree to co-operate fully and promptly with each other during the Secondment Period in respect of workforce matters concerning a Workforce Member.

## Save where agreed otherwise, the Participating Bodies agree that the Employing Body remains responsible for the following workforce matters in relation to their Workforce Members:

### disciplinary and capability issues (including, for the avoidance of doubt, the handling of matters under an NHS Body's Maintaining High Professional Standards Policy);

### grievances;

### appraisals and performance-related procedures;

### remuneration including pay progression; and

### annual and other leave.

## Save where agreed otherwise, the Participating Bodies agree that in respect of the following matters:

### protected disclosures under the Employment Rights Act 1996; and

### requests for personal data under the Data Protection Act 2018.

## the Participating Body where the alleged issue or behaviour took place or where the Workforce Member was working at the relevant time is responsible for investigating, progressing and/or resolving these matters. Where such Participating Body is the Receiving Body it shall provide the Employing Body as soon as reasonably practicable with details of the relevant circumstances.

## If the Receiving Body becomes aware of any matter that may give rise to a claim (or similar action or challenge) by or against the Workforce Member, notice of that fact shall be given as soon as possible to the Employing S Body and the Participating Bodies shall cooperate in (as appropriate) investigating, responding to and defending such claim.

## Each Participating Body shall keep or shall procure the keeping of a record of workforce supplied and received under this Agreement and the hours worked.

## A Receiving Body may return to an Employing Body a Workforce Member or Members received from the Employing Body at any time, without notice.

# CONFIDENTIAL information

## The Participating Bodies agree to keep confidential all Confidential Information of any other Participating Body which comes into their possession or knowledge and that they shall not disclose any Confidential Information in whole or in part to anyone other than in connection with the provision of the services under this Agreement.

## The Employing Body shall ensure that each Workforce Member keeps confidential all Confidential Information of the Receiving Body which they have access to during the Secondment Period and that they shall not, during the Secondment Period or at any time thereafter, disclose any Confidential Information in whole or in part to anyone other than in connection with the provision of the services under this Agreement.

## For the purposes of this paragraph 7, “**Confidential Information**” shall mean any information of a confidential or secret nature relating to any and all aspects of the business of a Participating Body and/or any associated organisation and/or their patients, directors, officers, agents, employees, customers and suppliers including but not limited to treatments, treatment planning, personal and sensitive personal data, financial information, budgets, reports, business plans, strategies, know-how, formulae, designs, data, specifications, research, processes, procedures and programs, pricing, sales and marketing plans and details of past or proposed transactions whether or not written or computer generated or expressed in material form.

## The obligations under this Agreement shall not apply to information which may come into the public domain otherwise than through unauthorised disclosure by a Workforce Member.

## Nothing in this paragraph 7 shall prevent the Participating Bodies or a Workforce Member from disclosing Confidential Information where it is required by law, for regulatory compliance purposes or for the purpose of making a protected disclosure under the whistleblowing (‘Speaking Up’) legislation.

# DATA PROTECTION

## The Participating Bodies agree to comply with their respective obligations under the Data Protection Legislation and to use all reasonable efforts to assist each other to comply with their obligations under the Data Protection Legislation. For the avoidance of doubt, this includes providing reasonable assistance to each other to comply with any subject access requests served under the Data Protection Legislation.

## For the purposes of this paragraph 8, “**Data Protection Legislation**” means all applicable data protection and privacy legislation, regulations and guidance including all legislation enacted in the UK in respect of the protection of personal data, the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003, and any guidance or codes of practice issued by any data protection regulator from time to time.

# liability and INDEMNITies

## Save where alternative arrangements regarding liabilities and indemnities are agreed in writing between the Participating Bodies the following shall apply.

## Each Receiving Body shall be solely liable for any act or omission on the part of a Workforce Member during their time working at that Receiving Body during a Secondment Period.

## Where Subsequent Party or primary care Workforce Members, including GPs, are seconded to NHS trusts and foundation trusts under this Agreement, it is agreed and understood that Workforce Members will at all times be carrying out NHS services and therefore the CNST and LTPS indemnity arrangements of the Receiving Body will apply (subject to the terms of those schemes) in respect of the acts or omissions of a Workforce Member received from an Employing Body.

## Where NHS trust and foundation trust Workforce Members are seconded into Subsequent Party or primary care workplaces under this agreement, it is agreed and understood that such Workforce Members will at all times be carrying out NHS services and therefore the CNST and LTPS indemnity arrangements of the Employing Body will apply (subject to the terms of those schemes) in respect of the acts or omissions of a Workforce Member seconded by the Employing Body. Alternatively the Employing and Receiving Bodies will ensure that CNSGP (or, in the case of Receiving Bodies which operate appropriate alternative indemnity arrangements, those arrangements) will apply in respect of the liabilities covered by that scheme and that the Receiving Body has in place indemnity or insurance cover equivalent to LTPS in respect of any seconded Workforce Members.

## Where none of the indemnity arrangements referred to in paragraphs 9.3 and 9.4 above apply, each Participating Body indemnifies the other against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages, fines, expenses and demands suffered or incurred by the other arising out of or resulting from such act or omission.

## The Participating Bodies hereby indemnify each other against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages, fines, expenses and demands suffered or incurred by any other Participating Body arising out of or resulting from the acts or omissions of the indemnifying Participating Body in respect of its employment or engagement of a Workforce Member including but not limited to:

### its breach of this Agreement;

### in the case of an Employing Body, the employment/engagement or termination of employment/engagement of the Workforce Member; or

### in the case of a Receiving Body, its acts or omissions relating to a Workforce Member during a Secondment Period

## and including, where no other indemnity arrangements provided for by NHS Resolution may apply, liability for personal injury, accident or illness suffered, breach of contract or in tort, unfair dismissal, equal pay, discrimination of any kind or under any legislation applicable in the United Kingdom.

# compliance with Patient Guidance directives (PGDs)

## Without prejudice to their general duty to comply with PGDs, Receiving Bodies shall ensure that as regards Workforce Members, they comply with any provisions of an applicable PGDs issued from time to time by NHS England relating to persons who are authorised to administer a vaccination or immunisation.

# ESCALATION

## If a Participating Body has any issues, concerns or complaints concerning the provisions or interpretation of this Agreement, it shall in the first instance seek to resolve that issue by a process of consultation with the other Participating Bodies affected. The Participating Bodies or those affected Participating Bodies shall in good faith use all reasonable efforts to resolve the issue(s) through internal consultation as soon as reasonably practicable.

## If the dispute is not resolved, then the Participating Bodies or those affected Participating Bodies may refer the matter to an independent party as they agree.

# Payments

## Unless the Participating Bodies as a whole, or a Employing and Receiving Body, agree alternative financial arrangements in respect of the secondment of workforce under this Agreement, the following provisions of this paragraph 12 will apply.

## In respect of any secondment of Workforce Members under this Agreement the Employing Body shall continue to pay the Workforce Member's salary and any allowances, provide any benefits due to the Workforce Member or their dependants, make any payments to third parties in relation to the Workforce Member and make any deductions that it is required to make from the Workforce Member's salary and other payments.

## The Receiving Body shall, on or about the 25th day of each month during the Secondment Period, provide the Employing Body with details of any overtime worked by the Workforce Member and any other pay enhancements or supplements accrued during the preceding month, and the Employing Body shall make the necessary overtime payments and/or apply any enhancements or supplements to the Workforce Member in the usual way and, in the case of a Subsequent Party, in line with the terms and conditions on which it contracts with the Workforce Member.

## Within 14 days of the end of each calendar month which includes any part of the Secondment Period, the Employing Body shall invoice the Receiving Body in respect of the employment costs incurred relating to each Workforce Member's secondment during the preceding month, such costs to comprise gross salary including any outstanding overtime pay, enhancements or supplements applicable and any other payments due to the Workforce Members on secondment from the Employing Body to the Receiving Body accrued during that month relating to their employment (“the Employment Costs”). Such invoices shall be payable by the Receiving Body within 28 days of receipt of the invoice. The Participating Bodies will provide each other with all reasonable co-operation in respect of the invoicing and payment of the Employment Costs.

## The Employing Body shall refund each Workforce Member all reasonable travel, accommodation and other expenses wholly, exclusively and necessarily incurred by the Workforce Member during the Secondment Period in or in connection with the exercise of the secondment services to the Receiving Body, provided that such expenses are confirmed by the Receiving Body as having been properly and necessarily incurred.

# RELATIONSHIP BETWEEN THE PARTICIPATING Bodies

## Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Participating Bodies or shall be deemed to constitute any NHS Body as the agent of the others or allow any Participating Body to hold itself out as acting on behalf of any of the others.

# ENTIRE AGREEMENT

## Save where this Agreement is part of wider contractual arrangements which expressly reference it, this Agreement constitutes the whole agreement between the Participating Bodies relating to the subject-matter of this Agreement and supersedes any previous arrangement, understanding or agreement between them relating to the subject matter of this Agreement.

# Review and variation

## The continuation and terms of this Agreement will be subject to a review by the NHS Bodies on or before 31 March 2027 (“the Review Date”). It will continue to apply before and after the Review Date unless the Participating Bodies agree otherwise.. The Participating Bodies agree that unless they state to the contrary in writing within fourteen days of receipt of any variation to this Agreement, they will be deemed to have accepted such variation.

# GENERAL

## The provisions of this Agreement may be varied only by agreement in writing and signed on behalf of all the Participating Bodies.

## This Agreement will be governed by and construed in accordance with the law of England. Each Participating Body irrevocably submits to the exclusive jurisdiction of the courts of England over any claim, dispute or matter arising under or in connection with this agreement or its enforceability or the legal relationships established by this agreement.

## A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## This Agreement may be executed in three or more counterparts, each of which will constitute an original but which, when taken together, will constitute one instrument.

SIGNED for and on behalf of **[insert name of NHS Body]**

Signed ...................................................................

Name ...................................................................

Position ...................................................................

Date ...................................................................

SIGNED for and on behalf of **[insert name of NHS Body]**

Signed ...................................................................

Name ...................................................................

Position ...................................................................

Date ...................................................................

SIGNED for and on behalf of **[insert name of NHS Body]**

Signed ...................................................................

Name ...................................................................

Position ...................................................................

Date ...................................................................

**[Add further signature sections as required, including for Subsequent Parties]**

APPENDIX 1 – ASSURANCE DOCUMENT

|  |  |
| --- | --- |
| Name (“the Individual”): |  |
| Job title: |  |

|  |  |  |
| --- | --- | --- |
| Disclosure and Barring Service (“DBS”) checks | | |
|  | Delete as appropriate | |
| Has an enhanced DBS check been carried out with a check on adults’ and children’s barred lists in respect of the Individual, with a satisfactory result? | YES | NO |
| Is the Individual employed, engaged by [NAME] or contracted to [Trust/Subsequent Party] at the date of this declaration? | YES | NO |
| If there is no satisfactory DBS disclosure certificate in place and/or if the Individual is currently under notice of termination of their employment, engagement or contract, please give details. | | |
| Employment or contractor history, references, professional registration and qualification checks (“Competence checks”) | | |
|  | Delete as appropriate | |
| Have satisfactory employment references been obtained in respect of the Individual’s suitability in accordance with the requirements of the NHS Employment Check Standards: Employment history and reference checks? | YES | NO |
| Have appropriate checks been carried out in respect of the Individual’s professional registration(s) and qualifications in accordance with the requirements of the NHS Employment Check Standards: Professional registration and qualification checks? | YES | NO |
| If the answer to the above questions is yes, has the Individual been assessed as competent to carry duties relevant to the assignment code? | YES | NO |
| If the answer to any of the above questions is no, please provide details. | | |
| Occupational Health Clearance and Mandatory Training. | | |
|  | Delete as appropriate | |
| Has the individual been cleared fit to work following appropriate Occupational Health screening  EPP                                            Non EPP | YES | NO |
| Has the individual completed their mandatory and professional training within the last 12 months? | YES | NO |
| Right to work | | |
|  | Delete as appropriate | |
| Has a Right to Work check been carried out in respect of the Individual in accordance with Home Office guidance? | YES | NO |
| If the Individual has a temporary right to work in the UK, when does that right expire? | Date: | |

This declaration is given:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| By (name): |  | Signature: |  | Date: |  |
| Designation  On behalf of (Name of Employer) | | | | | |

APPENDIX 2 – LICENCE TO ATTEND AGREEMENT

This agreement is intended only for individuals from other providers of NHS services in London who are being placed in the [[Name] NHS [Foundation] Trust] or [name of primary care body, charity or independent sector provider] (“the Receiving Body”, “us”, “we”) to assist with the delivery of Healthcare Services and to promote new ways of collaborative working, facilitate care pathways and generate efficiencies in service delivery by NHS and certain non NHS bodies in London ("Participating Bodies").

This arrangement is governed by the London Staff Movement Agreementbetween participating NHS organisations. Under that Agreement, members of the workforce who are substantively employed or engaged by one Participating Body can be seconded to work for another Participating Body under its terms, for an agreed period.

Your contract of employment, engagement or for services remains with your employer, engager of your services or GP practice.

This agreement is to provide you with key information to provide you with assurance and information during your placement with the under these arrangements. If you have any queries about this document or about your placement with the Receiving Body, please contact your HR Business Partner.

1. Purpose of placement

The purpose of this placement is to enable you to provide support and patient care to assist the Receiving Body with the management of demand on our services. .

1. Placement Agreement
   1. Paragraph 9.1 of this Agreement confirms the name and contact telephone for your supervisor during this placement. If you have any difficulties contacting this person, please contact your HR Business Partner.
   2. Paragraph 9.2 confirms the location, ward name (or other location) and commencement date and anticipated end date of your placement with us. If your placement is approaching more than 12 months we will consider a formal secondment agreement with your employer.
   3. You will continue to be paid by your employer, engager of your services or GP practice. We will, unless we agree otherwise, arrange any recharge arrangements to cover costs with your employer. If you wish to join our bank for additional work, details on how to join are in Paragraph 10.6 below.
   4. An overarching London Staff Movement Agreement governs this arrangement and a copy is available upon request.
2. Indemnity arrangements
   1. For the duration of your placement you will usually be covered by our NHS indemnity arrangements or equivalent insurance arrangements (including your professional indemnity arrangements when you provide your services through a contract for services) in respect of activities undertaken by you on our behalf in accordance with the terms of this Placement Agreement. When working in some primary care settings you may be covered by the indemnity and insurance arrangements applying in that workplace. Where you are working within a joint service risk sharing arrangements in respect of clinical, personal injury and other risks may be in place and apply.
3. Professionalism and conduct
   1. You will continue to be required to work in accordance with your employer’s codes of conduct and if applicable any professional codes of conduct e.g. NMC, HCPC, GMC.
   2. In addition to 4.1 we always expect that during your placement you will abide by our values, which will be communicated to you on your induction.
4. Confidentiality
   1. You must always be aware of the importance of maintaining the confidentiality of information gained by you during this placement. This will in many cases include access to personal information relating to patients, service users and members of the public. You must treat all information in a discreet and confidential manner. Please note that your obligation to respect the confidentiality of information you encounter continues after your placement with us comes to an end.
   2. Information regarding patients and service users must therefore not be disclosed, either verbally or in writing, to unauthorised persons. Written records, computer records and correspondence pertaining to any aspect of our activities must always be kept securely and carefully locked away at night.
   3. If it is necessary for you to share our confidential information, you must make sure that as far as is reasonable this information will be exchanged on a strictly ‘need to know’ basis, using the minimum that is required and only for the purpose for which the information was given. If you are unsure about this, you should seek advice from either your placement supervisor or an appropriate colleague.
5. Employment, Engagement and Professional Registration Checks
   1. In accordance with section 5 of the London Staff Movement Agreementit is agreed that, for the duration of this placement, the employment or engagementchecks completed by your employer or engager are relied upon.
   2. If you believe you are required to have an enhanced DBS check as your currently do not work with children or vulnerable adults then please raise this with your placement supervisor and contact workforce as your placement may be changed or modified to comply with the law.
6. Health and Safety
   1. We are responsible for maintaining your health and safety during your placement. You are reminded of the need to take reasonable care for the health and safety of yourself and of others in your work activities and to co-operate with us in the discharge of our statutory duties.
   2. If you observe a health and safety incident, please report this to your placement supervisor for logging on our incident reporting system.
   3. You must familiarise yourself with the fire evacuation procedure for your work area and within our premises generally.
   4. You should ensure that any personal possessions which you bring into our premises are carefully and securely stored. Your placement supervisor will show you where they can be stored.
   5. You must always observe all security procedures. Any unauthorised conduct that causes loss or damage to the us or our patients or staff may result in you being asked to leave the premises immediately.
7. ID badge
   1. You will not be issued with a temporary ID badge. Please use your existing employer or engager ID badge. If you do not have an ID badge, please ensure you have a copy of this form as confirmation of placement.

**9. DECLARATIONS**

*Please sign 3 copies of this agreement and return one copy your clinical supervisor and one for your HR Business Partner.*

**9.1 Workforce Member on placement**: I acknowledge and agree to the requirements set out in this agreement.

|  |  |
| --- | --- |
| *Name (block capitals)* |  |
| *Signature* |  |
| *Date* |  |
| *Contact number* |  |

**9.2 Receiving body placement supervisor:**

|  |  |  |  |
| --- | --- | --- | --- |
| *Name (block capitals)* |  | | |
| *Signature* |  | | |
| *Date* |  | | |
| *Contact number* |  | | |
| *Hospital/Location* |  | | |
| *Name of ward/unit* |  | | |
| *Start date* |  | *End date* |  |

**10. Key information for you**

Please find below key information which you may need to know during your placement. If you have any questions, please contact your placement supervisor or the people directorate on XX

**10.1 Counselling and employee assistance**

While you are on placement and where such benefit is provided by the Receiving Body, you may contact the [Employee Assistance Programme (EAP)], which provides independent, confidential and offsite professional counselling. This service is free of charge and available 24/7 by phone on [number].

**10.2 Occupational Health**

Should you require occupational health for either immunisations or needle stick incident, and where such service is provided by the Receiving Body, please call [numbers]. For needle stick incidents outside of hours please go to A&E.

**10.3 Speaking up**

We want to encourage all people on placements to feel confident to speak up if you identify or consider the need to raise a concern in relation to risk to patient safety, fraud or confidentiality. For more information please call workforce on [number] or [name of FTSUG] Speaking up Guardian on [number].

**10.4 Mental Health First Aiders (where the Receiving Body has them)**

We have trained staff across all its sites and services to offer and provide the initial first aid help to a member of staff experiencing mental health issues during working hours. If you would like to speak to a trained first aider, please call [number]. If you require support of advice outside working hours, please call [number].

**10.5 Chaplaincy Services and Prayer Rooms (where the Receiving Body has such facilities)**

The Chaplaincy team is a multi-denominational team who offer spiritual, religious and pastoral care to patients, staff, visitors and volunteers across all services.

To find out more please contact [name] on [number];

**10.6 Staff Bank**

If you are currently on placement with us and would be interested in joining the bank, please email [[address]](mailto:rf.tsrecruitment@nhs.net) with your contact details.

APPENDIX 3 – IMMEDIATE WORKFORCE MOVEMENT RISK ASSESSMENT FORM

|  |  |
| --- | --- |
| Date: |  |
| Employing Body name: |  |
| Receiving Body name: |  |
| No of Workforce being moved: |  |

|  |  |
| --- | --- |
| Senior Approver: |  |
| Job title: |  |

|  |  |  |
| --- | --- | --- |
| Risk Assessment | | |
|  | Delete as appropriate | |
| A request to immediately second Workforce today has been received and it is appropriate to enable Workforce secondment as exceptional circumstances exist | YES | NO |
| There is no time to issue a Digital Staff Passport (if registered) or time to issue assurance forms for each Workforce member (if not registered) | YES | NO |
| Comments | | |

|  |  |
| --- | --- |
| Once completed, send this form to | <insert email address for NHSE&I London collation> |