

**BNSSG Newly Qualified GP Fellowship Programme**

**Memorandum of Understanding**

This MoU is an agreement made between the following parties:

**Party A**

|  |  |
| --- | --- |
| Organisation Name | Bristol, North Somerset, and South Gloucestershire Primary and Community Care Training Hub (the Training Hub) hosted by Bristol, North Somerset, and South Gloucestershire Integrated Care Board (the ICB) |
| **Address** | 360 Bristol  Marlborough Street  Bristol  BS1 3NX |

**Party B (The Employing Practice)**

|  |  |
| --- | --- |
| Organisation Name |  |
| **Address** |  |

**Party C (The Newly Qualified GP Fellow)**

|  |  |
| --- | --- |
| Name |  |

**SUBJECT**

* Through joint agreement with the parties, this MOU is an agreement to support the role of Newly Qualified GP Fellow for 24 months beginning [PLEASE INSERT PROPOSED START DATE]
* To remain eligible for the fellowship programme, the Fellow must be employed in a permanent role as a salaried GP or GP partner within an NHS General Practice in Bristol, North Somerset, or South Gloucestershire.
* During the fellowship programme, the ICB will provide funding for 1 session per week pro rata, to be used for continuing professional development, plus 30% on costs to cover national insurance and pension contributions (please see table below). This funding is subject to the ongoing funding of the Newly Qualified GP Fellowship Programme by NHS England.
* For the purposes of this MOU:

Full time = 8 or more clinical sessions per week

1 CPD session = 4 hours

Only permanent clinical GP sessions can be used to calculate the CPD funding entitlement (locum work and non-clinical work cannot be included).

* The CPD time can **either** be taken within the Fellow’s contracted hours (in which case the Employing Practice may keep the CPD funding as backfill) or in addition to their contracted hours (in which case the Employing Practice must pay the CPD funding to the Fellow through PAYE). The Fellow and the Employing Practice must decide **between** these options i.e. not both.

**CPD FUNDING**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. of clinical sessions/week | CPD time/week (hours) | Annual CPD Funding | Annual on costs | Total |
| 8-10 | 4 | £10000 | £3000 | £13000 |
| 7 | 3.5 | £8750 | £2625 | £11375 |
| 6 | 3 | £7500 | £2250 | £9750 |
| 5 | 2.5 | £6250 | £1875 | £8125 |
| 4 | 2 | £5000 | £1500 | £6500 |
| 3 | 1.5 | £3750 | £1125 | £4875 |
| 2 | 1 | £2500 | £750 | £3250 |
| 1 | 0.5 | £1250 | £375 | £1625 |

* Please specify the number of clinical sessions per week the Fellow will work here:
* Please specify whether the CPD time will be taken inside/outside contracted hours:

**COMMITMENTS**

The ICB commits to:

* Reimbursing the Employing Practice for 1 session per week pro rata plus 30% on costs to cover national insurance and pension contributions.

The Employing Practice commits to:

* Employing the Fellow for the duration of this programme (unless there are extenuating circumstances). The Fellow will be employed on the original terms and conditions of employment as determined by the practice. Nothing in this memorandum of understanding will constitute any relationship of employer and employee between the ICB and the Fellow.
* If CPD time is taken inside contracted hours, the Employing Practice must ensure that this time is protected for their continuing professional development without exception.
* If CPD time is taken outside of contracted hours, the Employing Practice must pay the Fellow through PAYE for their CPD time at the rate specified in this MOU.
* The Employing Practice must provide adequate induction for the Fellow, both to the Practice and the Primary Care Network.
* The Employing Practice must provide a named clinical supervisor who will meet with the Fellow for 1 hour a month. This supervisor must be an experienced GP.
* The Employing Practice must ensure that the Fellow has obtained appropriate indemnity insurance for any activities undertaken during funded CPD time.
* The Employing Practice must comply fully with any evaluation of the programme carried out by the Training Hub.
* The Employing Practice must cooperate fully with the Training Hub to resolve any grievances raised by the Fellow regarding the Fellowship Programme.
* The Employing Practice must inform the Training Hub if the Fellow has an extended period of leave during the fellowship programme, e.g. maternity/paternity leave or sick leave. CPD funding will be paused until the Fellow returns to work.
* If the Fellow reduces their number of clinical sessions per week, the Practice must inform the Training Hub, and the CPD funding allowance will be reduced accordingly. If the Fellow increases the number of clinical sessions, the Training Hub will increase CPD funding subject to funding.
* If the Fellow exits the programme, or ceases to be eligible for the programme, before 24 months, any outstanding funding must be returned by the Employing Practice to the BNSSG Training Hub.

The Newly Qualified GP Fellow commits to:

* Adhering to all the employing practice’s employment policies and procedures. Nothing in this memorandum of understanding will constitute any relationship of employer and employee between the ICB and the Fellow.
* Completing the Fellowship Programme (unless there are extenuating circumstances).
* Using their funded CPD time for continuing professional development activities **only**.
* Keeping a record of their CPD activities and sharing it with the Training Hub if requested to do so.
* Writing a personal development plan (PDP) for their CPD time.
* Reviewing their PDP, writing a reflective report, and completing a feedback form at 12 monthly intervals. This is a mandatory requirement for continuing membership.
* Attending an induction to the Fellowship Programme within 3 months of start date.
* Prioritising participation in offers associated with the programme e.g. mentoring, peer support.
* Securing appropriate indemnity insurance for activities undertaken during funded CPD time.
* Complying fully with any evaluation of the programme carried out by the Training Hub.
* The Fellow must inform the Training Hub if they have an extended period of leave during the fellowship programme, e.g. maternity/paternity leave or sick leave. CPD funding will be paused until the Fellow returns to work.
* If the Fellow reduces the number of clinical sessions per week they work, they must inform the Training Hub, and the CPD funding allowance will be reduced accordingly. If the Fellow increases the number of clinical sessions, the Training Hub will increase CPD funding subject to funding.
* If the Fellow exits the programme, or ceases to be eligible for the programme, before 24 months, any outstanding funding must be returned by the Employing Practice to the BNSSG Training Hub.

**AMENDMENTS**

* The parties accept and agree that further changes may be required to the terms of this Memorandum of Understanding and that the relationship between the parties may change, for a variety of reasons.
* The parties agree to inform each other of any situation that could materially affect the terms of this memorandum of understanding including those of staffing, statutory regulations, and service provision. All parties will discuss and agree any proposed action.
* The Memorandum of Understanding may only be varied with the express written agreement of all the parties to it.

**BREACHES AND TERMINATION OF THE MOU**

* This Agreement will automatically terminate upon the expiration of the Term, or the prior termination of the Fellow’s contract of employment by the Employing Practice.
* This Agreement may be terminated by notice in writing having immediate effect if any of the other parties hereto commits any material breach of its obligations under this Agreement.
* The termination of this Agreement shall not affect any rights or obligations of the parties which accrued prior to such termination. The parties affirm to know, understand and agree to all articles of this MoU as negotiated together.
* If this Agreement is terminated by the Employing Practice or the Fellow, the Employing Practice will be expected to reimburse BNSSG Training Hub with all outstanding expenses relating to the Fellowship Programme.

**SIGNATURES**

**TRAINING HUB/ICB REPRESENTATIVE**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EMPLOYING PRACTICE REPRESENTATIVE**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NEWLY QUALIFIED GP FELLOW**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_