

**NHSE/I Newly Qualified GP Fellowship Programme 2020-22**

**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 Clinical Commissioning Group (the CCG) |
| **Address** | South Plaza 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 the years 2020 – 2022.
* This Fellowship will be for a total of 24 months beginning xxxx 2020.
* To remain eligible for the fellowship programme, the Fellow must be employed in a substantive role (salaried GP or GP partner) within an NHS General Practice in Bristol, North Somerset or South Gloucestershire.
* During the fellowship programme, Fellows will receive funding for 1 session per week pro rata for continuing professional development.
* For the purposes of this MOU:

Full time = 8 or more sessions per week

1 session = 4 hours

Only substantive clinical GP sessions with the employing practice can be used to calculate the CPD funding entitlement.

**Please write the number of clinical sessions per week the Fellow is employed by Party B below:**

|  |  |
| --- | --- |
| Number of sessions |  |

**COMMITMENTS**

The Training Hub commits to:

* Reimbursing the employing practice for 1 session per week pro rata plus associated employer’s superannuation and national insurance contributions (see Table 1). The practice will be paid in advance in 6-monthly instalments. The second year of the programme is subject to funding.

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 BNSSG Training Hub and the Fellow.
* Ensuring that the Fellow receives their specified protected CPD time, and that salary, superannuation and national insurance for this time are paid at the specified rate.
* Providing adequate induction for the Fellow, both to the practice and the Primary Care Network.
* Providing a named clinical supervisor who will meet with the Fellow for at least 1 hour a month. This supervisor must be an experienced GP.
* Ensuring that the Fellow has obtained appropriate indemnity insurance for any activities undertaken during funded CPD time.
* Complying fully with any evaluation of the programme carried out by the Training Hub.
* Cooperating with the Training Hub to resolve any grievances raised by the Fellow regarding the fellowship programme.
* If the Fellow has an extended period of leave during the fellowship programme, e.g. maternity/paternity leave or sick leave, they can postpone the use of their CPD funding until their return to work. The Training Hub must be informed.
* If the Fellow reduces the number of clinical sessions per week they work with the employing practice, 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 to 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 BNSSG Training Hub and the Fellow.
* Completing the fellowship programme (unless there are extenuating circumstances).
* Writing a personal development plan (PDP) for their CPD time.
* Reviewing their PDP and writing reflective reports at 6 monthly intervals.
* Prioritising participation in offers associated with the programme e.g. peer support groups.
* 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.
* If the Fellow has an extended period of leave during the fellowship programme, e.g. maternity/paternity leave or sick leave, they can postpone the use of their CPD funding until their return to work. The Training Hub must be informed. The Training Hub cannot guarantee that other offers associated with the programme, e.g. peer support groups, will continue to be available.
* If the Fellow reduces the number of clinical sessions per week they work with the employing practice, 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 to be returned to the BNSSG Training Hub. The Training Hub will raise an invoice to the employing practice.

**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. Both 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 Employee’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 unless there are exceptional circumstances.

**SIGNATURES**

**TRAINING HUB REPRESENTATIVE**

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

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

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

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

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

**EMPLOYING PRACTICE REPRESENTATIVE**

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

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

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

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

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

**NEWLY QUALIFIED GP FELLOW**

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

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

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

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

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

**TABLE 1. CPD FUNDING**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. of substantive clinical sessions/ week | CPD entitlement/ week | Annual salary | Pension (14.38%) | National insurance (13.8%) | Total annual CPD funding |
| 8-10  | 4 hours | £7,200.00  | £1,035.36  | £993.60  | £9,228.96  |
| 7  | 3.5 hours | £6,300.00  | £905.94  | £869.40  | £8,075.34  |
| 6  | 3 hours | £5,400.00  | £776.52  | £745.20  | £6,921.72  |
| 5  | 2.5 hours | £4,500.00  | £647.10  | £621.00  | £5,768.10  |
| 4  | 2 hours | £3,600.00  | £517.68  | £496.80  | £4,614.48  |
| 3  | 1.5 hours | £2,700.00  | £388.26  | £372.60  | £3,460.86  |
| 2  | 1 hour | £1,800.00  | £258.84  | £248.40  | £2,307.24  |
| 1  | 0.5 hours | £900.00  | £129.42  | £124.20  | £1,153.62  |