

**COLLABORATING TO SHARE STAFF TO ADDRESS SERVICE ISSUES CAUSED BY COVID 19  
ACROSS THE MID AND SOUTH ESSEX HEALTH AND CARE PARTNERSHIP**

**SCHEDULE 1**

**Licence to Attend**

**1. Scope of Licence to Attend:**

- a) The terms of this Licence to Attend shall apply to work at any of the designated sites within the mid and south Essex Health and Care Partnership (“the Host Trusts”) which you may be instructed to attend by your Employer. This Licence to Attend is granted to you in connection with your role at your Employer and permits you to perform such duties at a Host Trust as shall be reasonably considered to be within the remit of your role at your Employer. Going forward, other NHS organisations may join in this initiative and you will be notified if so. Where this occurs by agreement with you in writing this Licence to Attend may be varied to apply to other NHS organisations.
- b) The terms of this Licence to Attend authorise you, when and as required and agreed between you and your Employer, to perform duties, whether regularly or occasionally, on the premises of the Host Trusts or to work remotely for the Host Trusts in relation to the provision of NHS services to address anticipated staff shortage issues arising from dealing with or as a consequence of any increase in the spread of COVID-19 and for the duration that the same remains a ‘level 4’ and/or a ‘level 3’ NHS emergency incident.
- c) Your terms and conditions of employment with your Employer will remain the same at all times save as set out below.
- d) This Licence to Attend does not constitute a contract of employment with any of the Host Trusts and you will not be entitled to any payment over and above your normal contractual entitlements with your Employer as a result of undertaking any work at a Host Trust site under this Licence to Attend save as where reasonable expenses are agreed between the Host Trust and your Employer.
- e) This Licence to Attend will terminate immediately if you cease to be employed by your Employer for whatever reason (including dismissal with or without notice or resignation).

**2. Terms of Licence to Attend:**

- a) This Licence to Attend is not time limited, save where it terminates automatically because of the termination of your substantive employment with your Employer
- b) This Licence to Attend may be terminated where either your Employer or a Host Trust have concerns regarding your conduct or capability including but not limited to circumstances where you have been suspended or excluded under your contract of

employment with your Employer, where your practice has been restricted and/or where you are subject to an investigation or disciplinary process.

- c) Under this Licence to Attend and as required and agreed between you and your Employer, you may from time to time be required to work at another Host Trust's site to perform your role. You may also be required to work additional hours to your contractual hours and/or shift patterns that differ from your usual shift patterns. This is to enable the Host Trusts to best deploy staff across the Host Trusts to ensure the best outcomes for patients. Variations to normal working hours and payment for additional hours is to be agreed with your Employer.
- d) When you are working at a Host Trust's premises under this Licence to Attend at all times you will continue to be subject to the policies and procedures of your Employer. This includes those in respect of matters of conduct, performance, sickness and other leave, pay and grievance. However, you must comply with the relevant health and safety, information governance policies applicable to the particular Trust premises where you are working.
- e) You must decline any duties or responsibilities for which you do not have the necessary skills, experience, qualification or training by notifying your line manager at your Employer and your supervisor at your Host Trust as soon as reasonably possible and at all times ensuring that the impact on patient care and safety is minimised.
- f) You must take every reasonable care for the health and safety of yourself and of others. You must perform your duties diligently and to the best of your ability and must not intentionally or recklessly interfere with, or misuse, anything provided in the interests of health, safety or welfare.
- g) Whilst working at another Trust's site or working remotely for another Trust using their systems, you are likely to have access to information concerning the private affairs of patients, the general public or of employees and students of other Trusts. Such information must always be treated as confidential. Breach of confidentiality may be treated as a disciplinary offence under your Employer's disciplinary policy.
- h) A guidance note (which may be amended from time to time) will be issued to set out practical matters such as reporting arrangements, expenses, ID badges, training, access to facilities, training and uniform.
- i) Whilst you are working at a Host Trust, the Clinical Negligence Insurance of the Host Trust shall cover you for claims from patients relating to their treatment.
- j) Any intellectual property created by you whilst working at a Host Trust shall remain the property of your Employer save where otherwise expressly agreed in writing.
- k) This Licence to Attend can be varied or amended by your Employer at any time to reflect the needs of the service, subject to agreed procedures and you will be advised of any changes in writing.