

# **Secondment Policy**

**NHS West Essex Clinical Commissioning Group Policy Reference  
Number: WECCG100**

**DOCUMENT CONTROL SHEET**

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**Change History:**

Version	Date	Reviewer(s)	Revision Description
V1.0	April 2017	Louise Thomas	Adapted for use as the Shared Service Policy.

**Implementation Plan:**

<b>Development and Consultation</b>	Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs.
<b>Dissemination</b>	This policy will communicate to staff representatives. It will be communicated electronically to all staff and managers and will be published on the CCG's intranet.
<b>Training</b>	There are no specific training requirements in order to implement this policy. However, managers will be able to access advice from the HR Department on the implementation and interpretation of this policy.
<b>Monitoring</b>	Periodic quality audits of agency/interim use to ensure compliance with this policy. The data identified from monitoring will be used to update the policy and ensure best practice as necessary.
<b>Review</b>	Every 2 years
<b>Equality and Diversity</b>	17/05/2017 - Equality Impact Assessment

<b>Associated Documents</b>	<ul style="list-style-type: none"><li>▪ Agenda for Change Handbook</li><li>▪ Organisational Change Policy</li></ul>
<b>References</b>	<ul style="list-style-type: none"><li>▪ Agenda for Change Handbook</li></ul>

### Document Status:

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## **1.0 Introduction**

- 1.1 NHS Bedfordshire, NHS East and North Hertfordshire, NHS Herts Valleys, NHS West Essex and NHS Luton Clinical Commissioning Groups (respectively referred to as 'the CCG'), recognises that secondments are valuable for staff development, for organisational learning and addressing a short-term need to cover a post. By placing employees in different work situations, secondments offer the chance of improving communications, problem solving skills or gaining experience in a different field or environment and utilising different skills. At the same time, particularly where a secondment is to another organisation, it is likely that the employee will bring back with them valuable information and insights which will help in future workings in partnership with other organisations and agencies.
- 1.2 The purpose of this policy is to provide guidance and to promote best practice.

## **2.0 Scope**

- 2.1 This policy applies to all CCG staff members, whether permanent, temporary or seconded in.

## **3.0 Definitions**

For the purpose of applying the provisions contained in this document, the following definitions shall have the following meanings:

- 3.1. A secondment is a short term development opportunity that allows staff to experience work in a different department or organisation and to return to their substantive post once the secondment has ended. A secondment should be for a specific period of time and could be a horizontal move as well as a move to a higher or lower band.

## **4.0 Policy Statement**

- 4.1. Secondments are a means of encouraging development and growth, thus allowing staff to gain skills and knowledge that may not necessarily be available within the department or indeed the organisation.

- 4.2. Secondments are a valued method of constructively developing staff, retaining and optimising the use of experienced or expert resources to the overall benefit of the CCG.
- 4.3. The secondment policy will be equally and fairly applied to all staff and opportunities will not be unreasonably refused. There may, however be service or operational requirements, which could lead to an application being declined.

## **5.0 Responsibilities**

### **5.1 Managers** are responsible for:

- a) Ensuring they are familiar with this policy and applying it fairly and consistently.
- b) Taking advice from HR as necessary.
- c) Identifying opportunities for secondment and making these available in accordance with this policy.
- d) Ensuring that secondments are in line with organisational goals in addition to individual development goals.
- e) Keeping in touch with seconded staff.

### **5.2 Employees** are responsible for:

- a) Discussing with their manager at an early stage if they are considering applying for a secondment in order to secure support for this and avoid disappointment.
- b) Assisting the CCG in a smooth transition where secondments are agreed to ensure that the business of the CCG is not disrupted.
- c) Contributing to organisational learning upon their return from secondment and keeping in touch during the secondment.

### **5.3 The HR and ODL Shared Service** are responsible for:

- a) Overseeing the implementation of this policy, ensuring legal and procedural updates are incorporated in a timely manner.

- b) Supporting employees and managers to understand this policy and receive training as required.
- c) Working with managers to advise on the fair and consistent implementation of this policy.
- d) Coordinate the secondment agreement paperwork.

5.4 The **Accountable Officer/Chief Executive** has ultimate responsibility for ensuring that mechanisms are in place for the overall implementation, monitoring and revision of policy

## **6. Procedure**

### **6.1 Internal Secondments within the CCG**

Where a manager within the CCG identifies that a secondment opportunity exists, consideration should be given to the length of the secondment, any training required and the skill set or specialist knowledge required of staff undertaking the secondment. The vacancy will be advertised in line with the CCG's Recruitment Policy. The principles of equal opportunity and fairness should be followed.

Once agreed, the departments/organisations should liaise to reach agreement on the arrangements and the details passed to the HR and ODL Shared Service, who will ensure that the contractual paperwork is completed.

### **6.2 Secondments of CCG Staff to/from External Organisations**

Where an employee wishes to pursue a secondment opportunity with an external organisation they should approach their manager indicating that they have applied or wish to apply for an external secondment. Agreement must be reached on how the secondee's salary will be paid and which body will be responsible for meeting any additional expenses such as travel and subsistence allowances. The agreement at Appendix 1 should be used and drawn up in conjunction with the HR and ODL Shared Service and signed by all parties in advance of the start of the secondment. The secondment shall not be deemed as agreed to in the absence of this signed documentation.

During the period of the secondment the individual's Terms and Conditions will remain the same and continue to be subject to their

employing organisation's policies and procedures. Exceptions to this will be agreed in advance between the external organisation, the secondee and the CCG.

Whilst on any secondment, employees will continue to accrue annual leave entitlements and be permitted to take annual leave to their entitlement limit with the agreement of the host organisation. Where an employee takes a period of Maternity Leave during the course of the secondment accrual of her annual leave entitlements will continue to apply. Sickness absence should be reported in the normal way to both the host and employing organisation.

### **6.3 Considering a secondment request**

It is important to note that there is no right to be released for a secondment. However, the employee's current manager must seriously consider every secondment application fairly and consistently. When considering the application, the manager should take into account the:

- Development needs of the individual
- Benefits to the CCG
- Benefits to the individual
- Current and future needs of the service
- Current staffing levels

The above is not an exhaustive list. Managers should not unreasonably refuse any secondment application and must be able to justify how their decision was reached and be prepared to provide a written explanation.

### **6.4 Funding Arrangements**

Prior to the secondment taking place, the appropriate managers must liaise with the respective finance departments to agree the funding and invoicing arrangements for the secondment. Depending on the individual agreements it may be appropriate to submit a CCG change form or arrange for an invoice to be raised.

### **6.5 Working Arrangements**

For the duration of the secondment, the individual will be required to comply with the working/cover arrangements of the host department/employer. Any agreement to exceed/reduce their contractual working hours will be subject to agreement at the initiation of the secondment.

# HR and ODL Shared Service

Hertfordshire, West Essex,  
Bedfordshire & Luton  
CCGs

## **6.6 Communication**

Three way communication between the secondee, host organisation and the employer should be maintained during a secondment.

Any secondee from the CCG should be kept informed of and consulted about any organisational change that takes place during their period of secondment.

## **6.7 Termination or Extension of Secondment**

A request for an extension of an existing secondment should be considered in accordance with the needs of the service, and be mutually agreed by all parties and confirmed in writing. If an extension is refused, an explanation should be given to the employee.

The secondment may be terminated by any party in writing with the appropriate or previously agreed notice period.

## **6.8 Appeal**

All CCG employees may use the CCG Grievance Procedure if they feel that they have been treated unfairly in relation to the application of this policy.

**Appendix 1: External Secondment Agreement**

INSERT DATE

Dear \_\_\_\_\_,

**CONFIRMATION OF SECONDMENT**

I am pleased to confirm that you will be seconded to the post of \_\_\_\_\_ to \_\_\_\_\_.

Your secondment will commence on \_\_\_\_\_ and will end on \_\_\_\_\_ and will be subject to the terms in the secondment agreement enclosed. You will be seconded on a full time basis.

You will be given at least one month notice should it be necessary for you to return to your substantive post earlier than planned, other than in cases of performance or conduct where this might not be appropriate.

I am pleased to be able to confirm this opportunity and hope that it will enable you to develop your skills and experience further. If you have any queries about any aspect of this secondment, please do not hesitate to contact me on \_\_\_\_\_.

Please confirm receipt of this letter by signing and returning a copy to me as soon as possible.

Yours sincerely

\_\_\_\_\_

I acknowledge receipt of this letter.

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

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

## **External Secondment Agreement**

**1. THIS AGREEMENT** is made on **DATE**

**BETWEEN:**

NHS \_\_\_\_\_ Clinical Commissioning Group (the  
"Employer")

and

\_\_\_\_\_ (the "Receiving  
Organisation")

## **2. BACKGROUND**

- (A) The Employer has agreed to second \_\_\_\_\_  
(the "Employee") to the Receiving Organisation to undertake the role of  
\_\_\_\_\_ for a fixed-term **until**  
\_\_\_\_\_.
- (B) The Employer has agreed to second the Employee to the Receiving  
Organisation on the terms of this agreement (the "Agreement").

## **IT IS AGREED**

### **1. SECONDMENT**

- 1.1** With effect from \_\_\_\_\_, the Employer shall second  
the Employee to the Receiving Organisation (the "Secondment") on the  
terms of this Agreement, **on a part-time/full time basis of \_\_\_ days per  
week.**
- 1.2** During the Secondment, the Employee shall be located at the Receiving  
Organisation's premises or at other premises from where the Receiving  
Organisation provides services or has a business interest. The  
Employee shall perform such duties as identified by the Receiving  
Organisation and notified to the Employee prior to the Secondment.
- 1.3** During the Secondment, the Employee will report to \_\_\_\_\_,  
\_\_\_\_\_ (the "Supervising Manager"), although this may be

subject to change. The day-to-day direction and supervision of the Employee and their conduct and actions shall be the exclusive responsibility of, and at the risk of the Receiving Organisation.

## **2. EMPLOYEES' STATUS**

- 2.1** The Employer and the Receiving Organisation agree that the Employee shall remain an employee of the Employer at all times and shall not be deemed to be an employee of the Receiving Organisation by virtue of the Secondment and shall not be entitled to any salary, pension, bonus or other benefits or payments including redundancy payments by the Receiving Organisation.
- 2.2** the Receiving Organisation shall take no disciplinary action in respect of, nor purport to terminate the employment of, the Employee.
- 2.3** It is agreed that the Employer shall be solely responsible for all income tax liability, National Insurance contributions or any other statutory charges in respect of any payment to the Employee for the provision of services by the Employee to the Receiving Organisation under this Agreement.

## **3. RE-CHARGE OF COSTS**

- 3.1** The Employer will be entitled to re-charge the Receiving Organisation the full salary costs of the Employee in respect of the hours the Employee is working on the Secondment. The salary will be paid at **Band \_\_\_\_\_, ESR Point \_\_\_\_\_**. Full salary costs will include the costs of travel and subsistence expenses as per clause 8, benefits and employers national insurance contributions, annual leave, sick leave or any other type of leave.
- 3.2** For the purposes of clause 3.1, the Receiving Organisation will be responsible for recording the hours worked by the Employee on the Secondment and these will be notified to the Employer on a monthly basis.
- 3.3** Re-charges will be authorised by a Director or Deputy Director of Finance in the Receiving Organisation and the Employer should agree with the Supervising Manager at the outset of the Secondment where invoices in respect of re-charges and other expenses should be addressed.

## **4. ACCOUNTABILITY**

- 4.1 The Employee will remain accountable to their line manager at the Employer organisation. However, for the period of the secondment the Employee will report to the Supervising Manager at the Receiving Organisation. The Employee will maintain contact with the Employer as appropriate, and the Supervising Manager will provide feedback of the Employee's performance to the Employer routinely or if the need arises.
- 4.2 During the period of the secondment all matters of day-to-day human resources management will be managed in line with arrangements at place at the Receiving Organisation. In the event of circumstances arising which could lead to more formal action, matters will be progressed in line with the Employer's policies and procedures e.g. disciplinary, grievance and sickness absence matters. The Employer will be responsible for applying this formal action but the Receiving Organisation will provide all reasonable co-operation so that the Employer may progress its formal procedures.

## **5. HOLIDAYS AND ILLNESS**

- 5.1 The Employee shall be entitled to annual leave during the period of the Secondment in accordance with their contract of employment. Other than in respect of annual leave which has been agreed between the Employer and the Employee prior to the Agreement Date, the Employer shall not agree to the Employee taking annual leave during the Secondment except without the prior approval of the Supervising Manager (such approval not to be unreasonably withheld or delayed).
- 5.2 The Employer shall not be obliged to make available to the Receiving Organisation the services of an Employee during any period of leave on the part of the Employee or to provide the Receiving Organisation with a replacement employee.
- 5.3 The Employer shall require the Employee, in the event of sickness, to notify the Receiving Organisation in accordance with the agreed procedure.
- 5.4 At the commencement of the secondment, the Employer shall advise the Receiving Organisation of the employee's annual leave entitlement and amount of leave owing between the start date of the secondment and the end of that financial year.
- 5.5 The Receiving Organisation shall not be obliged to pay or compensate the Employer for any study leave, training courses and the like except in the event they are undertaken on the instruction of the Receiving Organisation supervising managers.

## **6. HEALTH AND SAFETY**

- 6.1 The Receiving Organisation shall ensure that the Employee observes its health and safety policies and procedures and maintain a safe method of working.
- 6.2 The Employer shall require the Employee to observe all safety instructions given to him from time to time by the Receiving Organisation and/or the Employer.

## **7. GRIEVANCE AND DISCIPLINARY PROCEDURES**

- 7.1 All matters of grievance and discipline shall be dealt with by the Employer in accordance with its normal grievance and disciplinary procedures.
- 7.2 The Receiving Organisation agrees to co-operate fully and promptly with the Employer to resolve grievances raised by the Employee.
- 7.3 The Receiving Organisation shall report to the Employer, at the earliest possible opportunity, all matters which it reasonably believes may require disciplinary action by the Employer, and to co-operate fully and promptly in any subsequent action which may be necessary.

## **8. TRAVEL & SUBSISTANCE COSTS**

- 8.1 The Employer (upon production of evidence demonstrating the same) shall reimburse the Employee the amount of all expenses properly and necessarily incurred in the course of performing the duties assigned by the Receiving Organisation (“the Expenses”). Expenses include “Excess Travel Costs”. “Excess Travel Costs” means the cost of travel which an Employee incurs over and above the normal travel costs they would have incurred had they continued working normally for the Employer.
- 8.2 All expenses claims in respect of the Secondment must be authorised by the Employee’s Supervising Manager.

## **9. LIABILITY AND INDEMNITIES**

- 9.1 The Employer shall not be liable for any act or omission on the part of the Employee during the Secondment and shall incur no liability for loss, damage or injury of whatever nature sustained by the Employee during the Secondment.

9.2 The Receiving Organisation hereby indemnifies the Employer against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages and demands arising out of or resulting from:

- a) its breach of this Agreement;
- b) any act or omission or default of the Employee occurring during the Secondment; but only in the event that omission or default relates to events or services undertaken at or on behalf of the Receiving Organisation.
- c) any act, omission or default of the Receiving Organisation, or any other person for whom the Receiving Organisation is liable, at any time before, during or after the Secondment in respect of the Employee;
- d) the employment or termination of employment of the Employee during the Secondment by the employer which arises as a result of omission or default by the Receiving Organisation during the Secondment;
- e) any breach by the Receiving Organisation during the Secondment of any collective agreement or other custom, practice or arrangement (whether or not legally binding) with a trade union, staff association or employee representatives in respect of the Employee provided always such collective agreement, custom, practice or arrangement has first been notified to the the Receiving Organisation by the Employer.

9.3 The Employer hereby indemnifies the Receiving Organisation against any and all claims, liabilities, actions, proceedings, costs (including legal fees), losses, damages and demands arising out of or resulting from:

- a) its breach of this Agreement;
- b) any act or omission or default of the Employee occurring before the commencement of the Secondment or after the termination of the Secondment;
- c) any act, omission or default of the Employer, or any other person for whom the Employer is liable, at any time before, during or after the Secondment in respect of the Employees or the Secondment;
- d) the employment or termination of employment of the Employee before the commencement of the Secondment or after the termination of the Secondment; and

- e) the payment of salary and all other contractual benefits to the Employee during the Secondment.

## **10. CONDUCT OF CLAIMS**

10.1 If one party becomes aware of any matter that may give rise to a claim against the other or an employee of the other, notice of that fact shall be given as soon as reasonably practicable to the other party.

10.2 Where one party (“the Indemnified”) seeks to rely on the indemnity provided by the other (“the Indemnifier”) at Clause 9 (“the Indemnity”) of this Agreement that party shall:

- a) allow the Indemnifier and its professional advisors to investigate the matter or circumstance alleged to give rise to such claim and the Indemnified shall give, subject to being paid all reasonable costs and expenses, all such information and assistance, including access to premises and personnel, as the Indemnifier or its professional advisors may reasonably request, provided that nothing in this clause shall be construed as requiring the Indemnified to disclose any document or thing which is the subject of any privilege. The Indemnifier agrees to keep all such information confidential and only to use it for such purpose;
- b) make no admission of liability and any claims or threatened claims in respect of which the Indemnified is relying on to receive payment under the Indemnity (“the Claims”) shall not be compromised, disposed of or settled without the consent of the Indemnifier; and
- c) allow the Indemnifier in its absolute discretion to take such action as it shall deem necessary to avoid, dispute, deny, defend, resist, appeal, compromise or contest the Claims or any liability in respect of a non-party arising from the Indemnity (including, without limitation, making counterclaims or other claims against a non-party) in the name of and on behalf of the Indemnified and for the Indemnifier to have the conduct of any related proceedings, negotiations or appeals.

## **11. CONFIDENTIAL INFORMATION**

11.1 To enable the Employee to provide services during the Secondment, it may be necessary for the Receiving Organisation to provide the Employee with information of a highly confidential nature which is or may be private, confidential or secret, being information or material which is the property of the Receiving Organisation or which the Receiving Organisation is obliged to hold confidential (including but not limited to matters relating to patients, staff, scientific or technical procedures and

commercial business issues), any and all of the foregoing being "Confidential Information".

- 11.2 The Employer agrees to require the Employee to agree to keep confidential all Confidential Information and that the Employee shall not, during the secondment period or at any time thereafter (save as required by law), disclose the Confidential Information in whole or in part to anyone including to the Employer other than in connection with the provision of the services in the interests of the Receiving Organisation.
- 11.3 The Employer agrees that any document, including without limitation, notes, memoranda, diaries, correspondence, computer disks, facsimiles, reports or other documents or data of whatever nature or copies thereof created by the Employees in the course of the Secondment, will be and remain the property of the Receiving Organisation and the Receiving Organisation shall be the absolute beneficial owner of the copyright in any such document.
- 11.4 The Employer agrees, if so requested by the Receiving Organisation, to require an Employee to surrender to the Receiving Organisation all original and copy documents in their possession, custody or control (including, without limitation, all books, documents, papers, materials) belonging to the Receiving Organisation or relating to the business of the Receiving Organisation together with any other property belonging to the Receiving Organisation.
- 11.5 In respect of services provided or procured by the Receiving Organisation, the Employee should not participate in or take decisions, in connection with any bids for tenders where the Employer could be reasonably expected to compete (whether or not the Employer is a competing bidder in that bid).
- 11.6 The obligations under this agreement shall not apply to information which may come into the public domain otherwise than through unauthorised disclosure by the Employee.

## **12. INTELLECTUAL PROPERTY**

- 12.1 The Employee may make inventions or create other industrial or intellectual property in the course of the Secondment.
- 12.2 Unless otherwise provided for in an agreement between the Employer and the Receiving Organisation, all scientific and technical information to which the Employee has access during the course of their secondment, remains the sole property of the Receiving Organisation and must not,

without prior permission of the Supervising Manager of the Receiving Organisation, be removed from the workplace. By signing this Agreement, all parties acknowledge that the Receiving Organisation owns both patents or copyright derived from the work and that clearance must be obtained from the Supervising Manager of the Receiving Organisation before information is published or otherwise divulged.

- 12.3 Any discovery, development, invention, improvement, design, process, formula, information, computer program, copyright work, created devised, developed or discovered by the Employee during the Secondment (whether capable of being patented or registered or not) either alone or with any other person in connection with or in any way affecting or relating to the business of the Receiving Organisation or capable of being used or adapted for use therein or in connection therewith ("Works") shall be disclosed to the Receiving Organisation and shall (subject to the provisions of the Patents Act 1977) belong to and be the absolute property of the Receiving Organisation.
- 12.4 The Employer if and whenever required so to do by the Receiving Organisation shall at the expense of the Receiving Organisation:
- a) apply or join with the Receiving Organisation in applying for letters patent, registered design, trade mark or other protection or registration in the United Kingdom and in any other part of the world for any Works; and
  - b) execute and do all instruments and things necessary for vesting such patents, registered designs, trademarks or other protection or registration when obtained and all right title and interest to and in the same absolutely and as sole beneficial owner in the Receiving Organisation or in such other person as the Receiving Organisation may specify; and
  - c) sign and execute all such documents, and do all such things as the Receiving Organisation may reasonably require in respect of any proceedings in respect of such applications and any publication or application for revocation of such patent, unregistered designs, trademarks or other protection.

### 13. TERMINATION

- 13.1 The Receiving Organisation, the Employer and the Employee may terminate the Employee's Secondment earlier than the agreed date by giving not less than **one** month's notice in writing to the other (or such lesser notice as may be agreed between the parties).

13.2 The Receiving Organisation may terminate the Secondment of the Employee at any time with immediate effect by notice in writing to the Employer if in the reasonable opinion of the Receiving Organisation, that Employee is guilty of any serious misconduct or any other conduct which affects or is likely to affect prejudicially the interests of the Receiving Organisation.

13.3 In the event of immediate termination of the secondment, the Receiving Organisation shall provide the reasons for immediate termination to the Employer who shall be responsible for decisions and implementation and any further action in line with the Employer's policies.

#### **14. DATA PROTECTION**

14.1 The parties agree that some personal data about the Employees may be held on file by the Receiving Organisation but that such data will only be held and used in accordance with the data protection principles set out in the Data Protection Act 1998.

#### **15. GENERAL**

15.1 None of the rights or obligations under the Agreement may be assigned or transferred without the prior written consent of the other party.

15.2 Subject to clause 15.1, this Agreement shall be binding upon the successors and assignees of the parties hereto and the name of the party appearing herein shall be deemed to include the names of its successors and assignees.

15.3 If any provision or term of this Agreement shall become or be declared illegal invalid or unenforceable for any reason whatsoever, including without limitation, by reason of provisions of any legislation or by reason of any decision of any court or other body having jurisdiction over the parties, such terms or provisions shall be divisible from this Agreement and shall be deemed to be deleted in the jurisdiction in question provided always that if any such deletion substantially affects or alters the commercial basis of this Agreement, the parties shall negotiate in good faith to amend and modify the provisions or terms of this Agreement as may be necessary or desirable in the circumstances.

15.4 This Agreement does not create any partnership or agency relationship between the Employer and the Receiving Organisation.

15.5 This Agreement shall be in substitution for any previous letters of appointment, agreements or arrangements, whether written, oral or

implied, relating to the Secondment of Employees from the Employer to the Receiving Organisation including any Staff Collaboration Agreement which may have been issued by the Receiving Organisation.

15.6 This Agreement shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.

**Signed by .....**  
**For and on behalf of the Employer**

**Name (Printed)..... Dated .....**

**Signed by .....**  
**For and on behalf of the Receiving Organisation**

**Name (Printed)..... Dated .....**

**Signed by .....**  
**The Employee**

**Name (Printed)..... Dated .....**

**Appendix 2  
Equality Impact Assessment Stage 1 Screening**

**Title of policy, service, proposal etc being assessed:**

Secondment Policy

**What are the intended outcomes of this work?** Include outline of objectives and function aims

NHS Bedfordshire, NHS East and North Hertfordshire, NHS Herts Valleys, NHS West Essex and NHS Luton Clinical Commissioning Groups (respectively referred to as 'the CCG'), recognises that secondments are valuable for staff development, for organisational learning and addressing a short-term need to cover a post. By placing employees in different work situations, secondments offer the chance of improving communications, problem solving skills or gaining experience in a different field or environment and utilising different skills. At the same time, particularly where a secondment is to another organisation, it is likely that the employee will bring back with them valuable information and insights which will help in future workings in partnership with other organisations and agencies.

**How will these outcomes be achieved?** What is it that will actually be done?

The purpose of this policy is to provide guidance and to promote best practice.

**Who will be affected by this work?** e.g. staff, patients, service users, partner organisations etc. If you believe that there is no likely impact on people explain how you've reached that decision and send the form to the equality and diversity manager for agreement and sign off

Staff

**Evidence**

**What evidence have you considered?** Against each of the protected characteristics categories below list the main sources of data, research and other sources of evidence (including full references) reviewed to determine impact on each equality group (protected characteristic).

This can include national research, surveys, reports, research interviews, focus groups, pilot activity evaluations or other Equality Analyses. If there are gaps in evidence, state what you will do to mitigate them in the Evidence based decision making section on page 9 of this template.

If you are submitting no evidence against a protected characteristic, please explain why.

**Age** Consider and detail age related evidence. This can include safeguarding,

consent and welfare issues.

No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

**Disability** Detail and consider disability related evidence. This can include attitudinal, physical and social barriers as well as mental health/ learning disabilities. No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

**Gender reassignment (including transgender)** Detail and consider evidence on transgender people. This can include issues such as privacy of data and harassment. No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

**Marriage and civil partnership** Detail and consider evidence on marriage and civil partnership. This can include working arrangements, part-time working, caring responsibilities. No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

**Pregnancy and maternity** Detail and consider evidence on pregnancy and maternity. This can include working arrangements, part-time working, caring responsibilities. No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

**Race** Detail and consider race related evidence. This can include information on difference ethnic groups, Roma gypsies, Irish travellers, nationalities, cultures, and language barriers. No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

**Religion or belief** Detail and consider evidence on people with different religions, beliefs or no belief. This can include consent and end of life issues.

No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

**Sex** Detail and consider evidence on men and women. This could include access to services and employment.

No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

**Sexual orientation** Detail and consider evidence on heterosexual people as well as lesbian, gay and bisexual people. This could include access to services and employment, attitudinal and social barriers.

No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

**Carers** Detail and consider evidence on part-time working, shift-patterns, general caring responsibilities.

No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

**Other identified groups** Detail and consider evidence on groups experiencing disadvantage and barriers to access and outcomes. This can include different socio-economic groups, geographical area inequality, income, resident status (migrants, asylum seekers).

No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

## Engagement and involvement

How have you engaged stakeholders with an interest in protected characteristics in gathering evidence or testing the evidence available?

Policy Forum established. Members include representatives of CCGs and Trade Unions

How have you engaged stakeholders in testing the policy or programme proposals?

Policy Forum established. Members include representatives of CCGs and Trade Unions

For each engagement activity, please state who was involved, how and when they were engaged, and the key outputs:

Policy Forum established. Members include representatives of CCGs and Trade Unions

### Summary of Analysis

Considering the evidence and engagement activity you listed above, please summarise the impact of your work. Consider whether the evidence shows potential for differential impacts, if so state whether adverse or positive and for which groups and/or individuals. How you will mitigate any negative impacts? How you will include certain protected groups in services or expand their participation in public life?

No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

Now consider and detail below how the proposals could support the elimination of discrimination, harassment and victimisation, advance the equality of opportunity and promote good relations between groups (the General Duty of the Public Sector Equality Duty).

### Eliminate discrimination, harassment and victimisation

No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

### Advance equality of opportunity

No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

### Promote good relations between groups

No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

## Next Steps

Please give an outline of what you are going to do, based on the gaps, challenges and opportunities you have identified in the summary of analysis section. This might include action(s) to eliminate discrimination issues, partnership working with stakeholders and data gaps that need to be addressed through further consultation or research. This is your action plan and should be SMART.

New HR monitoring system being developed

How will you share the findings of the Equality analysis? This can include sharing through corporate governance or sharing with, for example, other directorates, partner organisations or the public.

Publication alongside the policy

## Health Inequalities Analysis

### Evidence

**1. What evidence have you considered to determine what health inequalities exist in relation to your work?** List the main sources of data, research and other sources of evidence (including full references) reviewed to determine impact on each equality group (protected characteristic). This can include national research, surveys, reports, research interviews, focus groups, pilot activity evaluations or other Equality Analyses. If there are gaps in evidence, state what you will do to mitigate them in the Evidence based decision making section on the last page of this template.

No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

### Impact

**2. What is the potential impact of your work on health inequalities?** Can you demonstrate through evidenced based consideration how the health outcomes, experience and access to health care services differ across the population group and in different geographical locations that your work applies to?

No local assessment. Developed in conjunction with the joint forum, and ratified by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

**3. How can you make sure that your work has the best chance of reducing health inequalities?**

No local assessment. Developed in conjunction with the joint forum, and ratified

by, the relevant committees of the Hertfordshire, Bedfordshire, West Essex and Luton CCGs. Also considered the Camden and Islington NHS Foundation Trust policy and Agenda for Change.

**Monitor and Evaluation**

**4. How will you monitor and evaluate the effect of your work on health inequalities?**

New HR monitoring system being developed

**Quality Impact Initial Assessment.**

Quality can be defined as embracing three key components:

- Patient Safety – there will be no avoidable harm to patients from the healthcare they receive. This means ensuring that the environment is clean and safe at all times and that harmful events never happen.
- Effectiveness of care – the most appropriate treatments, interventions, support and services will be provided at the right time to those patients who will benefit.
- Patient Experience – the patient’s experience will be at the centre of the organisation’s approach to quality.

What is the impact on:

<b>Patient Safety?</b>	Positive <input type="checkbox"/>	Negative <input type="checkbox"/>	Neutral <input checked="" type="checkbox"/>
<b>Patient Experience?</b>	Positive <input type="checkbox"/>	Negative <input type="checkbox"/>	Neutral <input checked="" type="checkbox"/>
<b>Clinical Effectiveness?</b>	Positive <input type="checkbox"/>	Negative <input type="checkbox"/>	Neutral <input checked="" type="checkbox"/>

If any there is any negative impact please complete seek advice from the Nursing and Quality Team and a full Quality impact assessment will need to be completed

# HR and ODL Shared Service

Hertfordshire, West Essex,  
Bedfordshire & Luton  
CCGs

**Name of person(s) who carried out these analyses: Paul Curry**

**Date analyses were completed: 17 May 2017**