**Memorandum of Understanding**

**Community/Non-DHB Clinical Attachments**

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| *The example MoU is based on a House Officer Non-DHB Clinical Attachment (HO CBA)* *DHBs will need to modify the template dependent on the type of clinical attachment* |

Date

Name

Chief Medial Officer

Name District Health Board

and

Name of Non-DHB Provider Representative

Designation

Name of Non-DHB Provider

Address

This document is to confirm our agreement relating to House Officers of the Name District Health Board (“**DHB**”) undertaking clinical attachments within Name of Non-DHB Provider (“**Non-DHB** **Provider**”) General Practice.

This arrangement is to provide prevocational medical training in a community based setting for House Officers, as part of the Medical Council of New Zealand (MCNZ) Curriculum Framework.

By countersigning this letter both the DHB and the Non-DHB Provider acknowledge that the terms for these attachments are as set out in this letter:

**Term of Memorandum of Understanding**

*[Delete whichever of the following does not apply dependent on whether the MoU is for a finite period]*

* This Memorandum of Understanding will commence on date and end on date; or unless terminated earlier per the Termination of Memorandum of Understanding section.
* This Memorandum of Understanding will commence on date and will continue until terminated by either party per the Termination of Memorandum of Understanding section.

**Preliminary Requirements**

Before a House Officer of the DHB may undertake a clinical attachment within the Non-DHB Provider they must obtain or provide evidence of:

* Medical Council of New Zealand registration and a current practising certificate
* Clearance through the DHB’s Pre-employment Screening Process. In accordance with generally accepted standards of practice for healthcare professionals in New Zealand, no House Officer will be permitted access to the Non-DHB Provider where there is a known risk that the health of such individual is affected by any of the following infectious diseases (not limited to):
* SARS-CoV-2 / COVID-19;
* Measles;
* Mumps;
* Rubella;
* Varicella (Chicken pox);
* Pertussis;
* Hepatitis B;
* Tuberculosis (TB);
* Methicillin-resistant Staphylococcus aureus (MRSA);
* human immunodeficiency viruses (HIV);
* Hepatitis C.
* In accordance with the COVID-19 Public Health Response (Vaccinations) Order 2021 the House Officer will be fully vaccinated against COVID-19.

**Employment and Remuneration**

* The employment status of the House Officer will not be affected by this arrangement. The DHB will continue to provide all rights and entitlements as per each of their employee’s terms and conditions of employment while the employee is completing the clinical attachment at the Non-DHB Provider.
* The House Officer will be paid as per the DHB’s usual pay arrangements and the salary for the clinical attachment will be prescribed by the clinical attachment description (run description).
* The DHB warrants that its House Officers have the appropriate professional skills and training to undertake the attachment, subject to reasonable supervision by staff in the Non-DHB Provider.
* The DHB will ensure that House Officers have appropriate medical indemnity insurance coverage whilst undertaking their clinical attachment.
* House Officers will comply with all relevant policies of the Non-DHB Provider and wear any uniform and identification card provided at all times.
* That as a DHB employee should an adverse event occur during a clinical attachment the House Officer will follow the DHB’s prescribed reporting process, as well as undertaking any reporting requirements of the Non-DHB Provider.

**The DHB’s Obligations**

The DHB will:

* Have responsibility for ensuring the House Officer is provided with a healthy and safe workplace whilst they are on clinical attachment at the Non-DHB Provider’s workplace for the purpose of work.
* Ensure that any House Officer undertaking a clinical attachment with the Non-DHB Provider has completed and passed a safety check conducted in accordance with the Vulnerable Children Act 2014 and the Vulnerable Children (Requirements for Safety Checks of Children’s Workers) Regulations 2015.
* Communicate these conditions for access to the House Officers undertaking clinical attachments in the Non-DHB Provider.
* When a medical incident occurs involving the House Officer, ensure that the House Officer is available for the related quality investigation.
* Ensure that House Officers act honestly and in good faith; and provide their services in a skilful, competent and professional manner.

**Non-DHB Provider’s Obligations**

The Non-DHB Provider will:

* Be accredited by the Medical Council New Zealand (MCNZ) for the purpose of providing prevocational medical education through the delivery of an intern training programme.
* On matters related to Health and Safety:
	1. observe all relevant health and safety requirements and take all steps necessary to ensure that no act or omission by it or its employees or sub-contractors:
		1. Causes a hazard or harm to any House Officer on, in or about its facilities;
		2. Is a breach of or causes the breach of any duty or obligation owed by it under any relevant statute or regulation;
		3. Does or is likely to give rise to the issue of an improvement or prohibition notice, enforcement proceedings, or a prosecution under the Health and Safety at Work Act 2015 against the DHB.
	2. Notify the DHB immediately it becomes aware of all incidents and near misses relating to or having the potential to affect House Officers and of any matter that it is, or may be in, breach or is likely to be in breach of this clause.
	3. provide appropriate quality facilities that comply with the provisions of the Health and Safety at Work Act and associated regulations, concerning safety, health and welfare matters.
	4. cooperate, consult and coordinate with the DHB in managing risks relevant to House Officers and investigating any incident, near miss relating to or having the potential to affect House Officers or matter that is, or may be in, breach or is likely to be in breach of this clause.
* Operational arrangements to ensure that the RMO receives statutory meal and rest breaks or appropriate compensation.
* Pay $nil per quarter towards the salary of the House Officers.
* Provide the DHB with documentation relating to their respective policies, compliance guidelines and practices including general terms of access, health and safety policies and any specific terms of access for the House Officer from the DHB.
* Provide House Officers participating in a clinical attachment at the Non-DHB Provider with access to the documentation referred to above plus written guidelines, procedure manuals and equipment instructions as appropriate to the role.
* Provide suitable facilities for the House Officer to see patients, including medical equipment.
* Ensure that all obligations detailed in the clinical attachment description (run description) are met.
* Maintain core staffing for all their services without reliance on House Officers from the DHB.
* Ensure that their employees act honestly and in good faith; and provide their services in a skilful, competent and professional manner.
* Advise the DHB whether the Non-DHB Provider has parking available on its site.
* Have sole responsibility and authority within the Non-DHB Provider
	1. as to patient care;
	2. the conduct of all personnel working with the Community Provider; and
	3. to ensure compliance with policies, rules, practices, procedures and standards.

The Clinical Supervisor will:

* Liaise with the DHB Educational Supervisor where required regarding the performance of the House Officer during the clinical attachment.
* Be vocational registered with the relevant College.
* Meet the Medical Council New Zealand (MCNZ) requirements for supervision of pre vocational interns.
* Ensure the House Officer has 2 hours per week of protected training time which can include CME, professional self-development, medical learning or teaching sessions.
* Take responsibility for providing supervisory teaching and oversight of the House Officer as required by the Health Practitioners’ Competency Assurance Act.
* Be able to provide a suitable vocationally registered deputy to supervise the House Officer if necessary.
* Provide a good role model in terms of staff relationships/communication.
* Provide an appropriate model of effective patient-centred consulting.
* Provide a good role model in relation to record keeping/registers and practice audits.
* Utilise the MCNZ Pre Vocational Curriculum Framework to identify the relevant learning objectives applicable to the attachment.
* Undertake to deliver the specific training requirements outlined in the clinical attachment description (run description).

**Termination of Memorandum of Understanding**

This Memorandum of Understanding may be terminated in the following circumstances:

1. **Immediate effect**: by either party by notice in writing with immediate effect, if the other party shall at any time commit any breach of the terms of this Memorandum of Understanding which is not capable of being remedied;
2. **Failure to remedy**: by either party by notice in writing, if the other party shall at any time commit any breach of the terms of this Memorandum of Understanding which breach is capable of remedy, and shall fail to remedy such breach within 20 working days of receipt of written notice from the other party requiring that such breach be remedied or, if such breach cannot be remedied within the 20 day period, the other party fails to provide within the 20 day period a written proposal setting out why the breach cannot be remedied and setting out a plan reasonably acceptable to the other party to remedy the breach within not more than 30 working days;
3. **Notice**: by either party, upon 60 working days’ notice in writing.

**General**

*[Delete whichever of the following does not apply]*

* The Non-DHB Provider and DHB will work together to undertake an evaluation to assess the effectiveness of the prevocational medical training delivered in the Non-DHB based setting as part of the Medical Council of New Zealand (MCNZ) Curriculum Framework. This will be completed prior to the end date specified in the term of the MoU.
* During the term of this MoU the effectiveness of the prevocational medical training delivered in the community based setting will continue to be monitored by the parties and any concerns or issues addressed.

No employee participating in a clinical attachment at the Non-DHB Provider will, either during the period of this agreement or at any time thereafter, discuss or in any way disclose any information concerning the condition or medical history of any past or present patient of the Non-DHB Provider unless this is in the interests of the patient’s clinical care. Failure to comply with this provision will result in the individual being refused further access to the Community Provider, with further disciplinary action possible under the Health Information Privacy Code.

The Non-DHB Provider does not guarantee the availability of parking at any of its sites and House Officers will be required to pay prevailing fees (if any).

If a House Officer on attachment at the Non-DHB Provider does not conduct themselves in a manner consistent with this agreement that employee may be required to leave the Non-DHB Provider. Consultation between the parties will occur as soon as reasonably practicable to confirm the outcome.

Please indicate your acceptance of the above terms and conditions by signing below and returning one copy of this letter to me at the above address.

**Authorised Signatories**

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

 Name

Chief Medical Officer

Name District Health Board

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

Name of designated signatory

Designation

Name of Non-DHB Provider