

WYAAT Portability Agreement

V2.3

An Agreement between

Airedale NHS Foundation Trust
and
Bradford Teaching Hospitals NHS Foundation Trust
and
Calderdale & Huddersfield NHS Foundation Trust
and
Harrogate & District NHS Foundation Trust
and
The Leeds Teaching Hospitals NHS Trust
and
The Mid Yorkshire Teaching Hospitals NHS Trust

as the West Yorkshire Association of Acute Trusts (WYAAT) on the working arrangements (portability) for staff working in ‘integrated’ and ‘virtually integrated’ Services across WYAAT.

Document version control	
Version 1: January 2019	First Version
Version 2: November 2022	Changes incorporated /sections added
Version 2.1: January 2024	Trust name updated
Version 2.3: May 2025	Cover sheet & managerial approval added under Scope

CONTEXT

Increased service pressures and changes to the way health and social care services are commissioned and delivered across the WYAAT footprint requires an increasingly flexible and adaptable approach across the healthcare workforce and between employing organisations. A number of services are required to work as integrated and ‘virtually integrated’ services. In response to this the WYAAT organisations hereby agree to work together in a collaborative and mutually supportive way for the benefit of their patients, staff and communities by enabling staff to work flexibly across the organisations whether on-site or remotely.

This Agreement relates to members of staff ("**Staff Members**") who are substantively employed by one body (the "**Employer Organisation**") but are provided to work for another body (the "**Host Organisation**"), under its terms as a NHS Trust.

The organisations recognise their responsibilities as regulated healthcare providers and as such will ensure their members of staff are competent and cleared to work in NHS organisations. This will include any checks required in relation to professional registration, employment checks (meeting the current NHS

Employers standards). Staff from the six WYAAT' Trusts will not be required to hold an honorary contract to work in one of the other WYAAT Trusts.

SCOPE

This Agreement covers services which have been agreed by both Employer Organisation and Host Organisation(s).

This Agreement in no way changes or modifies any existing substantive contracts of employment or honorary contracts held by a Staff Member with their Employer Organisation.

Managerial Approval

All staffing arrangements under this Agreement must be approved in advance by the relevant service or clinical managers from both the Employer and Host Organisations.

The terms below set out the basis on which such arrangements take place:

Assurance of Staff Members

1. The Trusts agree that the Staff Member shall remain an employee of their substantive Employer Organisation at all times and that nothing in this Agreement creates (or is intended to create) an additional employment relationship between the Staff Member and the Host Organisation(s) and the Staff Member shall not be entitled to receive any salary, pension, bonus or other benefits or payments from the Host Organisation(s).
2. The Trusts are satisfied and give assurance to each other that they have in place appropriate processes which have verified any relevant Staff Members falling under this Agreement, as having passed any necessary mandatory checks and training necessary for that Staff Member to practice safely in their role at their Employing Body. This will include:
 - Right to work in the UK
 - ID
 - relevant health clearance and associated information regarding health adjustments
 - Disclosure and Barring Service checks
 - Professional registration (including qualifications) and re-validation
 - Satisfactory Employment References
 - Fit and Proper Persons test

In addition, Staff Members will be responsible for their own individual practice and must work within their scope of competence, experience and professional code of conduct (as applicable).

3. It will be the responsibility of the Employer Organisation to ensure that immigration restrictions are complied with, in particular that any assignment working for another Trust is short term and temporary, is materially the same as their contracted post, know at all times where the employee is working and is informed immediately if the member of staff has any unauthorised absence at the receiving Trust.
4. The Employer Organisation agrees to update the employment checks, as required by the NHS and statutory Employment Checks Standards and continue to provide the Staff Member's professional and mandatory training for the duration of any period that a Staff Member may be working at another Host Organisation.
5. NHS Staff will be covered by existing indemnity insurance arrangements when working for another Host Organisation(s).
6. The Trusts recognise the transferability of statutory and mandatory training and as such Staff Member's will only be required to undertake and maintain the statutory and mandatory training requirements of their employing organisation. In addition, they will be required to update themselves on local Trust procedures when on-site for such things as fire and safety; infection prevention and/or service appropriate information as instructed by the Host Organisation(s). Host organisation(s) must ensure local induction and orientation is in place to ensure safe practice.
7. Each Trust gives assurance that, should it become a Host Organisation, it shall comply with all health and safety obligations and exercise such duty of care over Staff Members received from an Employing Body as if such Staff Members were their own employees.
8. NHS Staff must ensure they have completed their annual Data Security Awareness Training under their Employers local training system and materials, which includes information governance training.

Working Arrangements

9. The Host Organisation(s) shall be responsible for the day-to-day direction and supervision of the Staff Member(s) who are based at the Host Organisation including conduct and actions during the period that the Staff Member may be provided to the Host Organisation.
10. Any staff member who works virtually or remotely (i.e. off-site) for Host Organisation(s) will be managed according to the service level arrangement in place, with clear supervision and management reporting instructions agreed prior to any commencement of services between the Employing Trust and Host Organisations(s).
11. The Employing and Host Bodies agree to co-operate fully and promptly with each other during the transfer period in respect of workforce matters concerning a Staff Member.

12. Staff members will be required to wear their Employer ID badges when working on-site unless one is provided by the Host Organisation(s)
13. Individual services within Host Organisations should document any operational issues specific to their service such as reporting arrangements, rostering, mileage claims etc.
14. Unless agreed otherwise, the Host Organisation(s) agrees that the Employer Organisation remains responsible for the following workforce matters in relation to their Staff Members:
 - 14.1 Disciplinary, capability and grievance issues (including, for the avoidance of doubt, the handling of matters under the Employing Trust's Maintaining High Professional Standards Policy); the Body where the alleged behaviour took place or where the Staff Member was working at the relevant time, shall notify the Employer Organisation as soon as reasonably practicable of the circumstances giving rise to the matter and agree the appropriate approach to resolution.
 - 14.2 Appraisals and performance related procedures.
 - 14.3 Remuneration including pay progression.
 - 14.4 Annual and other leave.
 - 14.5 Reasonable adjustment arrangements i.e. with 'Access to Work' any particular support needs for staff who may have reasonable adjustments to enable them to deliver their roles, due to their particular needs or disabilities, must have them considered and where required, supported to enable deployments to take place seamlessly.
- 15 It will be the responsibility of the Employer Organisation to investigate any concerns in accordance with their policies and procedures, supported by staff and/or information provided by the Host Organisation(s) as appropriate. A Staff member may be withdrawn or have restrictions placed on how they work across the service where the concerns are sufficiently serious in nature with each case being considered individually.
- 16 If the Host Organisation becomes aware of any matter that may give rise to a claim (or similar action or challenge) by, or against the Staff Member, notice of that fact shall be given as soon as possible to the Employer Organisation and the Bodies shall undertake an investigating (as appropriate), responding to and defending such claim.
- 17 Clinical liability (including any subsequent claim) and responsibility for the actions of any member of staff will lie with the employing organisation.
18. The Host Organisation(s) will ensure staff are trained in local incident reporting and provide appropriate access and training to undertake this. The Host Organisation(s) where the incident occurred will undertake the investigation and where necessary work with the Employer Organisation and staff member to complete any investigation.

19. Individual members of staff will be responsible for their own health and wellbeing and can continue to access their employing organisations staff services and benefits including health and wellbeing offers. Individual staff members should not work excessive hours by working between Trusts.
20. The Employer Organisation should keep in contact with their Staff Member(s) as is reasonably practicable and ensure that discussions are taking place about the length of the transfer period and its implications for the Staff Member.
21. Any concerns regarding workload, hours of work must be raised and discussed in 1:1s with line managers and at appraisals by the Employer Organisation.
22. Any additional hours worked will be paid by the Employer Organisation and recharged as necessary.
23. The Trusts agree that there will be no charge or claim for reimbursement by the Employing Organisation in respect of the cost of the Staff Members provided under the terms of this Agreement. For the avoidance of doubt, responsibility for paying salary, supplements, allowances, expenses, pension contributions and other benefits attributable to the time spent providing services under this Agreement will remain with the Employer Organisation.
24. Staff Members can continue to access their Employing Organisation's staff services and benefits such as health and mental well-being offers, childcare, car lease etc.

Confidential Information

25. The Employer Organisation shall ensure that each Staff Member keeps confidential all 'Confidential Information' of the Host Organisation which they have access to during the transfer period and that they shall not, during that time or at any time, thereafter, disclose any Confidential Information in whole or in part to anyone other than in connection with the provision of the services under this Agreement.
26. Nothing in paragraph 25 shall prevent the Trusts or a Staff Member from disclosing 'Confidential Information' where it is required by law, for regulatory compliance purposes or for the purpose of making a protected disclosure under the whistle-blowing legislation ('speaking up').

Data Protection

27. The Trusts agree to comply with their respective obligations under the Data Protection Legislation and to use all reasonable efforts to assist each other to comply with their obligations under the Data Protection Legislation. For the avoidance of doubt, this includes providing reasonable assistance to each other to comply with any subject access requests served under the Data Protection Legislation.

28. The overarching Information Sharing Agreement between the Trusts will form the basis for any information sharing between staff working across the Trusts. Clinical information should be treated as confidential and shared on a need-to-know basis in line with Information Governance requirements.
29. Staff who have access to Personal Confidential Data (PCD) must have been trained and understand their legal and contractual duties for the protection and use of confidential information.

Variation

30. The provisions of this Agreement may be varied only by agreement in writing, or electronically and signed on behalf of all the Bodies with the appropriate notice period served and honoured.

Review

31. This Agreement will be reviewed regularly to ensure it is fit for purpose and is meeting its aim to share staff to address any service issues or changes. Following review, the Agreement may be amended, altered or terminated, in agreement with the Trusts involved.

Signed on behalf of Airedale NHS Foundation Trust	Signed on behalf of Bradford Teaching Hospitals NHS Foundation Trust
Signed on behalf of Calderdale & Huddersfield NHS Foundation Trust	Signed on behalf of Harrogate & District NHS Foundation Trust
Signed on behalf of The Leeds Teaching Hospitals NHS Trust	Signed on behalf of The Mid Yorkshire Teaching Hospitals NHS Trust