**TEMPLATE AGREEMENT TO REDEPLOY STAFF into HSE SERVICE UNITS and S.38 HOSPITALS DURING COVID-19 INFECTION**

3 April 2020

1. Background

1.1 Taking into account the World Health Organisation’s declaration of a pandemic and considering the European Centre for Disease Control and National Public Health Emergency Team advice, the subsequent announcement by the Government on school closures and restricted social interaction, the emergency with regard to Covid-19 is serious. The scale and unprecedented nature of the current situation and the need to respond accordingly is acknowledged. This agreement reflects the collaborative approach being adopted in an effort to support and maintain healthcare staff during this crisis.

2. Scope

2.1 Effective redeployment of employees is an element of the response to the Covid-19 pandemic. As Covid-19 progresses all health services will come under particular strain and it is recognised that the S.39 agencies are available and endeavouring to provide additional support for HSE and S.38 hospitals at this time.

2.2 This Agreement outlines the scope and conditions in relation to the redeployment of S.39 agency staff to healthcare services during the Covid-19 pandemic.

2.3 This agreement is between the **Health Service Executive** (or S.38 organisation) and [***INSERT NAME OF S.39 AGENCY/ORGANISATION***] (“the agency”).

2.4 This Agreement will start immediately upon signature, and remain in place only for the duration of the Covid-19 emergency.

3. How the redeployment will be managed

3.1 The agency will engage with the relevant hospital/healthcare facility and will agree the nature of the redeployment of the agency staff.

3.2 Redeployed staff will initially be allocated to an appropriate location, however further redeployment may occur depending on emerging service need.

3.3 With the exception of matters governed by the agency employee’s contract of employment, redeployed staff will adhere to all policies and procedures of the HSE.

4. Role of redeployed staff

4.1 Redeployed staff will carry out duties in line with their current role and job description.

4.2 Redeployed staff will at all times adhere to HSE (or S.38 organisation) and healthcare location policies on patient confidentiality and the data protection obligations outlined in legislation.

4.3 Line managers of redeployed staff will maintain frequent and regular contact with their direct reports.

4.4 Redeployed staff will be managed by a nominated member of staff of the healthcare facility to which they are redeployed for the duration of their redeployment

4.5 Redeployed staff will adhere to the Code of Conduct for Health and Social Service Providers.

5. HR and Payroll Matters

5.1 The agency will remain the employer of the redeployed staff at all times and nothing in this agreement creates an employment relationship between the agency, their employees, the HSE or S.38 organisation.

5.2 The agency acknowledge that it will continue to be responsible for the pay of its staff and will not seek reimbursement from the HSE or S.38 organisation in this regard.

5.3 Redeployed staff will remain employees of the agency to which they are contracted and will continue to receive payments and benefits in accordance with their employment contract and through existing payroll arrangements.

5.4 Redeployed staff will retain their existing working hours and conditions of pay as outlined in their contract of employment.

5.5 Any travel and subsistence expenses incurred during redeployment are subject to the provisions of existing terms and conditions and will continue to be paid by the employer. The agency may need to put appropriate arrangements in place for authorisation of such expenses.

5.6 It is the responsibility of the agency to communicate the terms of this agreement to their redeployed staff.

6. Insurance and Indemnity

6.1 The HSE (or S.38 organisation) agrees to maintain appropriate public liability insurance and indemnity insurance in accordance with its current arrangements. When S.39 employees are working under the control and direction of the HSE they will be encompassed by the HSE’s indemnity cover.

6.2 The HSE (or S.38 organisation) will ensure, so far as is reasonably practicable, the safety, health and welfare at work of all employees and others affected by its activities in accordance with its Corporate Safety Statement 2020 (or S.38 relevant safety statement).

7. Review and Termination

7.1 Given the changing nature of the Covid-19 situation this agreement will be regularly reviewed. As a result, it may be necessary to make revisions to this agreement.

7.2 Every effort will be made by the HSE (or S.38 organisation) to notify the agency of any revision to this agreement in advance of any changes.

7.3 Any requests from the agency for variations to this agreement must be submitted in writing to the HSE (or S.38 organisation) signatory for consideration. Any revisions, where agreed, will be confirmed in writing.

7.4 On expiry of this agreement, following the cessation of the Covid-19 emergency, all arrangements set out hereunder will cease. The HSE (or S.38 organisation) will notify the agency in writing of the termination of this agreement in these circumstances.

7.5 Notwithstanding 7.4 above, this agreement may be formally terminated by either signatory to the agreement in writing to the other signatory.

 **Signatories to this Agreement**

**Name and Title (HSE): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date**

**Name and Title (the Agency): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date**