

General practice foundation year two educational agreement

## Honorary Education Contract

Honorary contract between Foundation Programme Doctors in General Practice and their Primary Care Educational Supervisors.

This Agreement is made on ..... [date]

between

.....  
(Primary Care Educational Supervisor)

and

.....  
(Foundation Programme Doctor in General Practice)

and

.....  
(Clinical Tutor)

and

.....  
(Director/Deputy Director of General Practice West Midlands Deanery)

The terms and conditions of this honorary contract are as follows:

- A. All medical practitioners covered by this contract will be fully registered with the General Medical Council (GMC)
- B. Primary Care Educational Supervisors will be so recognised by the West Midlands Deanery General Practice Directorate
- C. This contract will cover that part of Postgraduate Medical Training, known as the Foundation Programme, and will regulate the General Practice component of that programme. It will form part of the supplementary regulations enabling that training period.
- D. This document will act as a supplementary/honorary contract between the above parties. Their principal contract will be held by a host Acute Trust within the Deanery for the duration of the Foundation Programme.

General.

- 1 The Primary Care Educational Supervisor will supervise and organise the period of training within General Practice for the purpose of teaching and advising on all matters appertaining to general medical practice for a period of

four months from .....[date placement commences] unless this agreement is previously terminated under the provision of clause 2.

- 2 This agreement may be terminated by either party by giving one months notice in writing. Such notice may be given at any time.
- 3 Salary will be paid by the host trust at the agreed rates.
- 4 Both parties will become and remain members of a recognised medical defence body at their own expense for the period of this agreement.

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- a) The Foundation Doctor will not be required to perform duties which will result in the receipt by the practice of private income.
- b) Any specific or pecuniary legacy or gift of a specific chattel shall be the personal property of the Foundation Doctor. The Doctor will seek the advice of their Defence Bodies and their Primary Care Educational Supervisor before accepting any gift

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- a) The hours worked by the Foundation Doctor in the practice, the practice programme and regular periods of tuition and assessment will be agreed between the Primary Care Educational Supervisor and the Foundation Doctor and make provision for any educational programme organised by the West Midlands Deanery and as advised by them.
- b) The hours of work shall comply with the European Working Time Directive legislation, or any subsequent Working Time legislation.
- c) The Foundation Doctor is supernumerary to the usual work of the practice.
- d) The Foundation Doctor may be required to accompany their Primary Care Educational Supervisor or another member of the practice team on out of hours work.
- e) The Foundation Doctor should not be used as a substitute for a locum in any practice.
- f) Time spent in practice by the Foundation Doctor should be no more than the average time spent on practice work by a full time member of the practice.

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- a) The Foundation Doctor shall be entitled to five weeks holiday during a 12 month period and pro rata for shorter periods, and also statutory and general national holidays or days in lieu. During their time in General Practice the maximum holiday period will be two weeks.
- b) The Foundation Doctor is entitled to approved study leave to attend Deanery classroom taught sessions and any other educational activity considered appropriate by the Primary Care Educational Supervisor
- c) If the Foundation Doctor is absent due to sickness, they must inform the practice as early as possible on the first day of the sickness. Statutory documentation shall be provided as required for any illness lasting more than 7 days. Any accident or injury arising out of the Foundation Doctor's employment in the practice must be reported to the Practice Manager, duty doctor in the practice or their Primary Care Educational Supervisor
- d) A Foundation Doctor in General Practice who is absent on maternity leave will comply with the terms of their Principal Contract.

- e) If a Foundation Doctor is chosen or elected to represent the profession, or Foundation Programme Doctors at any recognised body or to attend an Annual Conference of Representatives of Local Medical Committees, the Foundation Doctor in General Practice will be given facilities including special paid leave to undertake such functions and to attend appropriate meetings. The Foundation Doctor must obtain the consent of their Primary Care Educational Supervisor for such absence from duty, but consent shall not be withheld unless there are exceptional circumstances.

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- a) The Primary Care Educational Supervisor will provide or organise any message taking facilities that will be required for the Foundation Doctor in General Practice to fulfil their duty requirements.
- b) The Primary Care Educational Supervisor will provide cover or arrange for suitably qualified cover to advise the Foundation Doctor at all times.
- c) The Foundation Doctor shall undertake to care for, be responsible for and if necessary replace and return any equipment that may have been supplied by the Practice or Primary Care Educational Supervisor at the end of the training period.
- d) The Foundation Doctor will apply himself/herself diligently to the educational programme and service commitments and other matter as directed by the Primary Care Educational Supervisor in accordance with the advice of the West Midlands Deanery Foundation Programme and its Directors.
- e) The Foundation Doctor will keep an educational log and records such that they may be able to develop a Professional Learning Plan. These records will enable them to fulfil any requirements of the General Medical Council for appraisal, or professional revalidation in their career.
- f) The Foundation Doctor shall keep proper records of attendances or visits by and to any patients in handwritten or electronic format as advised by their Primary Care Educational Supervisor.
- g) The Foundation Doctor shall preserve the confidentiality of the affairs of the Primary Care Educational Supervisor, of the partners in the practice, of the patients and all matters connected with the practice. The exception shall be where information may be required by the Director of GP Education of the Deanery or their nominated officer.
- h) The Foundation Doctor will make suitable provision for transporting themselves in order to carry out the above duties satisfactorily. Appropriate expenses may be reclaimed from the host trust, by prior agreement. This is a matter between the Foundation Doctor and the host trust.

- 9 Any dispute between the Foundation Doctor and the Primary Care Educational Supervisor should be brought to the attention of the Foundation Programme Director for General Practice. If the matter cannot be resolved at this level it will then proceed through the appropriate deanery channels.
- 10 The terms of this contract will be subject to the terms of service for doctors as set out from time to time in the National Health Service (General Medical and Pharmaceutical Services) Regulations.

I have read and understand the terms of this honorary contract

Signature..... [Foundation Programme Doctor]  
Name.....  
Date.....

In the presence of..... [Witness Name]  
Signature.....  
Date.....

Signature..... [Primary Care Educational Supervisor]  
Name.....  
Date.....

In the presence of..... [Witness Name]  
Signature.....  
Date.....

Signature..... [Clinical Tutor]  
Name.....  
Date.....

Signature..... [Director/Deputy Director of General  
practice West Midlands Deanery]  
Name.....  
Date.....