

# MEDICAL WORKFORCE ACTING DOWN PROTOCOL

Protocol Number:	HR38
Scope of this Document:	Medical Workforce
Recommending Committee:	Joint Local Negotiating Committee
Approving Committee:	Executive Committee
Date Ratified:	May 2018
Next Review Date (by):	May 2020
Version Number:	2018 – Version 3
Lead Executive Director:	Medical Director
Lead Author(s):	Human Resources Business Partner

## TRUST-WIDE PROTOCOL DOCUMENT

2018 – Version 3

*Striving for Perfect Care for  
the People We Serve*

# MEDICAL WORKFORCE ACTING DOWN PROTOCOL

## Further information about this document:

Document name	<b>MEDICAL WORKFORCE ACTING DOWN PROTOCOL HR38</b>
Document summary	<b>The purpose of the Medical Workforce Acting Down Protocol is to provide guidance for medical staff when unexpected absences occur and alternative cover is required</b>
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Published by Copies of this document are available from the Author(s) and via the trust's website	<b>Mersey Care NHS Foundation Trust V7 Building Kings Business Park Prescot Merseyside L34 1PJ Your Space Extranet: <a href="http://nww.portal.merseycare.nhs.uk">http://nww.portal.merseycare.nhs.uk</a> Trust's Website <a href="http://www.merseycare.nhs.uk">www.merseycare.nhs.uk</a></b>
To be read in conjunction with	<b>Not Applicable</b>
<b>This document can be made available in a range of alternative formats including various languages, large print and braille etc</b>	
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## Version Control:

Version History:		
<b>Version 1</b>	Reviewed at Joint Local Negotiating Committee	February 2018
<b>Version 2</b>	Reviewed at Joint Local Negotiating Committee	May 2018
<b>Version 3</b>	Reviewed at Joint Local Negotiating Committee	August 2018

## SUPPORTING STATEMENTS

this document should be read in conjunction with the following statements:

### SAFEGUARDING IS EVERYBODY'S BUSINESS

All Mersey Care NHS Foundation Trust employees have a statutory duty to safeguard and promote the welfare of children and adults, including:

- being alert to the possibility of child / adult abuse and neglect through their observation of abuse, or by professional judgement made as a result of information gathered about the child / adult;
- knowing how to deal with a disclosure or allegation of child /adult abuse;
- undertaking training as appropriate for their role and keeping themselves updated;
- being aware of and following the local policies and procedures they need to follow if they have a child / adult concern;
- ensuring appropriate advice and support is accessed either from managers, *Safeguarding Ambassadors* or the trust's safeguarding team;
- participating in multi-agency working to safeguard the child or adult (if appropriate to your role);
- ensuring contemporaneous records are kept at all times and record keeping is in strict adherence to Mersey Care NHS Foundation Trust protocol and procedures and professional guidelines. Roles, responsibilities and accountabilities, will differ depending on the post you hold within the organisation;
- ensuring that all staff and their managers discuss and record any safeguarding issues that arise at each supervision session

### EQUALITY AND HUMAN RIGHTS

Mersey Care NHS Foundation Trust recognises that some sections of society experience prejudice and discrimination. The Equality Act 2010 specifically recognises the *protected characteristics* of age, disability, gender, race, religion or belief, sexual orientation and transgender. The Equality Act also requires regard to socio-economic factors including pregnancy /maternity and marriage/civil partnership.

The trust is committed to equality of opportunity and anti-discriminatory practice both in the provision of services and in our role as a major employer. The trust believes that all people have the right to be treated with dignity and respect and is committed to the elimination of unfair and unlawful discriminatory practices.

Mersey Care NHS Foundation Trust also is aware of its legal duties under the Human Rights Act 1998. Section 6 of the Human Rights Act requires all public authorities to uphold and promote Human Rights in everything they do. It is unlawful for a public authority to perform any act which contravenes the Human Rights Act.

Mersey Care NHS Foundation Trust is committed to carrying out its functions and service delivery in line with a Human Rights based approach and the FREDA principles of **F**airness, **R**espect, **E**quality **D**ignity, and **A**utonomy

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## 1. PURPOSE AND RATIONALE

- 1.1 Mersey Care NHS Foundation Trust recognises that unexpected absences can occur; meaning that alternative cover needs to be arranged to maintain safer staffing levels and patient safety amongst the Trust's Medical Workforce. This protocol provides guidance to both managers and rota owners for when such occurrences arise.

## 2. OUTCOME FOCUSED AIMS AND OBJECTIVES

- 2.1 This protocol aims to:
  - 2.1.1 Outline the actions that should be taken to minimize the need for Consultants, Specialty Doctors and Senior Trainees (ST) to act down.
  - 2.1.2 Agree the process to follow for requesting a Consultant, Specialty Doctor or ST to act down.
  - 2.1.3 Outline the remuneration/compensation arrangements for doctors who act down.
  - 2.1.4 Outline the remuneration/compensation arrangements for doctors who provide cross cover

## 3. SCOPE

- 3.1 This protocol applies to all consultants and specialty doctors employed by Mersey Care NHS Foundation Trust.
- 3.2 This protocol is also applicable to all Doctors in Training on placement in the Trust and any Trust doctors who are covering a training vacancy as a locum.

## 4. DEFINITIONS

- 4.1 **Acting Down** is where an employer requests that a doctor covers the duties of a more junior colleague either within their contracted working hours or during unplanned additional hours. This definition does not apply for when a doctor undertakes duties which a more junior colleague may be competent to undertake; nor does it apply when a doctor agrees to undertake locum work at a more junior level.
- 4.2 **Prospective Cover** is when the doctor is contracted to provide internal cover for colleagues when they are on annual leave or study leave. Prospective cover is also in operation when on-calls are required to be swapped when taking leave or when leave is fixed in advance.
- 4.3 **Cross Cover** is where an employer requests that a doctor provides additional cover at the same level across another area than that of which they are contracted to work

## 5. DUTIES

- 5.1 **The Medical Director** has overall responsibility for ensuring that this protocol is adhered to.
- 5.2 **The HR Medical Staffing Team** are responsible for monitoring the trainee doctors on-call rotas and ensuring that every effort is made to cover all on-call duties. Medical Staffing are also responsible for ensuring that all of the relevant people are informed of any upcoming gaps. The

Medical Staffing Team will also be responsible for recording all instances of acting down on an Excel tracker for monitoring purposes.

- 5.3 **The Temporary Staffing Team** is responsible for working alongside the Medical Staffing Team to find agency locum cover for any known vacancies on the out of hour's rota.
- 5.4 **Consultant's on-call** are ultimately responsible for deciding whether a doctor is to act down, taking patient safety in to consideration. If the on-call consultant instructs the on-call ST to act down, the on-call consultant is then to act down to cover the ST duties.
- 5.5 **Doctors in Training** are to act down when requested to do so by the on-call consultant.

## 6. MEASURES TO AVOID ACTING DOWN

- 6.1 The Medical Staffing Team is to circulate a weekly report to all trainee and trust doctors which identifies any available locum shifts for the next month to allow for arrangements to be made with advance notice.
- 6.2 Trainees should be given the option to swap any of their later duties with any upcoming vacancies. Medical Staffing will need to assess the rota before agreeing to any swaps to ensure that there are not too many vacancies further down the line and also to check rota compliance.
- 6.3 Doctors of all grades are given the option to provide locum cover to a lower grade vacancy providing it is safe to do so and does not impact on their normal duties,
- 6.4 If an out of hours vacancy within the next 7 days has been identified, the Medical Staffing Team will contact all available trainees by telephone to try to arrange locum cover.
- 6.5 At the same time, The Temporary Staffing Team will notify the agencies of the out of hours vacancy requiring locum cover.
- 6.6 Lead Employer and Trust Doctors are to take priority over agency doctors.
- 6.7 All Doctors in Training who are on-call are expected to work collaboratively to cover rota gaps on all equivalent banded rotas.
- 6.8 In exceptional circumstances, if a night duty or block of night duties has been identified on the out of hours rota as requiring locum cover, the Medical Staffing Team will contact all Doctors in Training and Trust Doctors via email to give consideration to being relieved from their day duties to be able to provide night cover as a locum doctor. This will need to be agreed with their consultant first.
- 6.9 Should the above point be implemented, the doctor providing cover will be granted appropriate rest time prior to and following the duty/duties.
- 6.10 The doctor providing locum cover will be reimbursed at the appropriate locum rate.
- 6.11 Should the duty before or prior to the vacancy duty be covered by an agency doctor, the Additional Staffing Team will contact the agency to enquire whether the doctor will be willing to undertake an extended shift.
- 6.12 Annual leave for Doctors in Training and Trust Doctors is conditional upon being able to find appropriate cover to swap any scheduled on-call duties. This can include swapping into shifts

that are being covered by locums or agency doctors. This requirement should not prevent trainees from taking their contracted leave. In the event of the doctor not being able to cover their shift, they should contact medical staffing who will attempt to obtain locum cover.

## **7. DOCTORS IN TRAINING**

### **7.1 PROCESS**

- 7.1.1 Should the Medical Staffing Team and the Temporary Staffing Team be unable to find CT/F2 or ST locum cover for any gaps on the on-call rota, they will inform all of the on-call consultants on the morning of the duty.
- 7.1.2 Medical Staffing and Temporary Staffing will continue to work to find cover for any gaps up until the commencement of the duty
- 7.1.3 It is the responsibility of the on-call consultants to liaise with other on-call doctors and determine the acting down arrangements. Trainees should not be asked to cover more than one role. In the majority of cases an absent Core Trainee should be covered by the Senior Trainee acting down, with the three on-call consultants (North, South and Old Age) covering the Senior Trainee. A Senior Trainee vacancy should be covered by the consultants acting down directly.
- 7.1.4 If there is more than one trainee absent, then cross-cover arrangements may need to be made, which may include requesting specialist on-call senior trainees to assist. The roles to be covered in cross-cover arrangements should be agreed in advance with the trainees involved, with the trainees being entitled to remuneration for the extra roles they covered (as below).
- 7.1.5 The on-call consultant must follow up any requests to provide cross cover or step down in writing to the on-call doctors with whom they are making that request to., A copy of this communication is to be sent to Medical Staffing for monitoring and remuneration purposes.
- 7.1.6 A Doctor in Training who is requested to undertake additional duties whilst on call will complete the Trust Medical Staff Extra Duties Claim Form (appendix 1) and will submit to the Consultant who made the request for authorisation. The completed form is then to be returned to the Medical Staffing Team within 10 working days of the acting down request. Medical Staffing will then submit the form to Temporary Staffing for processing.

### **7.2 REMUNERATION FOR DOCTORS IN TRAINING**

- 7.2.1 Where a Doctor in Training is requested to act down, remuneration will be paid in line with the agreed trust locum rates for their grade and not the rate of the grade at which they are acting down, as set out in appendix 3.
- 7.2.2 Where a doctor is requested to provide cross cover, remuneration will be paid in line with the agreed trust locum rate for their grade as set out in appendix 3
- 7.2.3 The above point also applies to Doctors in Training on the 2002 contract and to those pay protected under Schedule 14 of the 2016 T&Cs.

## **8. CONSULTANTS**

### **8.1 PROCESS**

- 8.1.1 In some circumstances, such as lack of locum availability or very late notice sickness, it will not be possible for alternative cover to be found for out of hours Doctors in Training shifts. For patient safety reasons, it will be necessary for the on-call consultant to act down. This will be by either covering the ST doctors shift entirely (if absent) or covering ST activity in cases where the ST themselves has to act down to cover unfilled CT shifts
- 8.1.2 Should the above point arise, the on-call consultants will be notified as soon as possible by Medical Staffing or Temporary Staffing. The on-call consultants will agree which out of hours cover arrangement will apply, depending on where or how many vacancies there are. This will be communicated to silver on-call, switchboard and the inpatient wards.
- 8.1.3 In instances where the consultant would be required to undertake scheduled clinical work following a period of acting down and the work cannot be covered by team members it will be cancelled to facilitate compensatory rest. A Datix form should be completed to monitor the frequency of cancellation of scheduled clinical events.

### **8.2 REMUNERATION FOR CONSULTANTS**

- 8.2.1 In the case of an ST shift being entirely unfilled, each on-call consultant will be paid the appropriate rate as set out in appendix 4 and receive a full day off in lieu for acting down (to be taken the following day or within 48hrs).
- 8.2.2 Out of hours activity at present would not normally necessitate additional consultants being drafted in to cover the consultant on-call role whilst others act down. This will be kept under review through the usual consultant out of hour's activity monitoring process.
- 8.2.3 In the case of CT shift being unfilled and the on-call consultants having to act down to cover ST duties then each on-call consultant will be paid the appropriate rate as set out in appendix 4 and receive a full day off in lieu for acting down (to be taken the following day or within 48 hrs)

## **9. CONSULTATION**

- 9.1 Consultation was undertaken with Consultants, Doctors in Training and the Joint Local Negotiating Committee.

## **10. TRAINING AND SUPPORT**

- 10.1 This protocol does not have a mandatory training requirement or any other training needs.

## **11. MONITORING**

- 11.1 The medical staffing department will provide a monthly report to the Medical Director highlighting any instances whereby a doctor has been requested to act down and providing the reason and the steps taken to prevent the need to act down.



**Appendix 1 - MEDICAL STAFF EXTRA DUTIES CLAIM FORM**  
**Doctors in training**

**1. PERSONAL DETAILS**

SURNAME			FORNAME(S)	
GRADE		NI NUMBER		
EMPLOYER				

**2. DETAILS COVER PROVIDED**

DATE	START TIME	FINISH TIME	ROTA/AREA COVERED	REASON

**3. AUTHORISATION**

NAME OF AUTHORISING CONSULTANT		
SIGNATURE		
DATE		

**4. DECLARATION**

I declare that the information provided is correct

SIGNATURE OF CLAIMANT		
DATE		

**Appendix 2**

**1. PERSONAL DETAILS** *(to be completed by Claimant)*

SURNAME		FORNAME(S)	
PAYROLL NO.			

**2. DETAILS COVER PROVIDED** *(to be completed by Claimant)*

DATE	STANDBY HOURS	HOURS OF WORK COMPLETED	ROTA COVERED/VACANT DUTY

**3. AUTHORISATION** *(to be completed by Associate Medical Director)*

NAME OF AUTHORISING CONSULTANT	
SIGNATURE	
DATE	

**4. DECLARATION** *(to be completed by Claimant)*

I declare that the information provided is correct

SIGNATURE OF CLAIMANT	
DATE	

### Appendix 3 - Scenarios for Acting Down

Vacant Post	Emergency Configuration
<b>CT/F2: Southport &amp; Ashworth Rota</b>	<p>The on-call Manchester Forensic Senior Trainee will pick up the calls for Ashworth</p> <p>The on-call Mersey Care Senior Trainee assigned to the North/South Senior rota will pick up the calls for Southport</p>
<b>CT/F2: North Liverpool Rota</b>	<p>The on-call Forensic Senior Trainee will pick up the calls for Scott Clinic</p> <p>The on-call Senior Trainee assigned to the North/South Senior rota will pick up the calls for the other areas (Aintree, Clock View, Sid Watkins)</p>
<b>CT/F2: South Liverpool Rota</b>	<p>The on-call Senior Trainee assigned to the North/South Senior rota will pick up the calls for the other areas ((Royal, Broadoak, Mossley hill, Windsor House, Rathbone, Heys Court, Wavertree Bungalow, Kevin White Unit)</p>
<b>ST: Local</b>	<p>Each on-call consultant will assume Senior Trainee on-call role for their area of the rota eg. North, South, Complex. Core Trainee's will report directly to them and they will cover MHA work for that area.</p>
<b>ST: Forensic (Manchester)</b> <b>ST: Forensic (Mersey Care)</b>	<p>As guided by the Consultant on call for Ashworth</p> <p>As guided by the Consultant on call for Scott Clinic</p>

<b>CT/F2: South Liverpool Rota</b> <b>CT/F2 (5.00-10.00 pm) – shift unfilled</b>	<p>Old Age consultant and General Adult consultant act down to cover respective ST role, and ST acts down to cover CT gap.</p> <p>Both consultants revert back to consultant roles when night duty ST attends for duty.</p>
<b>CT/F2: North Liverpool Rota</b> <b>CT/F2 (5.00 – 10.00 pm) – shift unfilled</b>	<p>General Adult consultant emailed all others on call (Old Age consultant, Forensic consultant (Scott Clinic), General Adult ST, Forensic ST, Switchboard).</p> <p>Forensic ST covers Scott Clinic General ST covers other rotas.</p> <p>Forensic consultant acts down to cover Forensic ST and North General Adult consultant acts down to cover ST. Old Age consultant acts down to cover old age referrals directed to General Adult ST.</p> <p>Consultants revert back to consultant roles with night duty ST attends for duty.</p>

<p><b>ST: Local</b></p> <p><b>ST (5.00 – 10.00 pm) – shift unfilled</b></p>	<p>Old Age consultant and General Adult consultant act down to cover ST role (Old Age consultant covers old age referrals directed to ST)</p> <p>Consultants revert back to consultant roles with night duty ST attends for duty.</p>
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**NB: this is a selection of scenarios for guidance only. It is recognized other scenarios will arise which will need to be dealt with on an individual basis**

**Appendix 4 – Doctors in Training -  
 Trust Locum Rates**

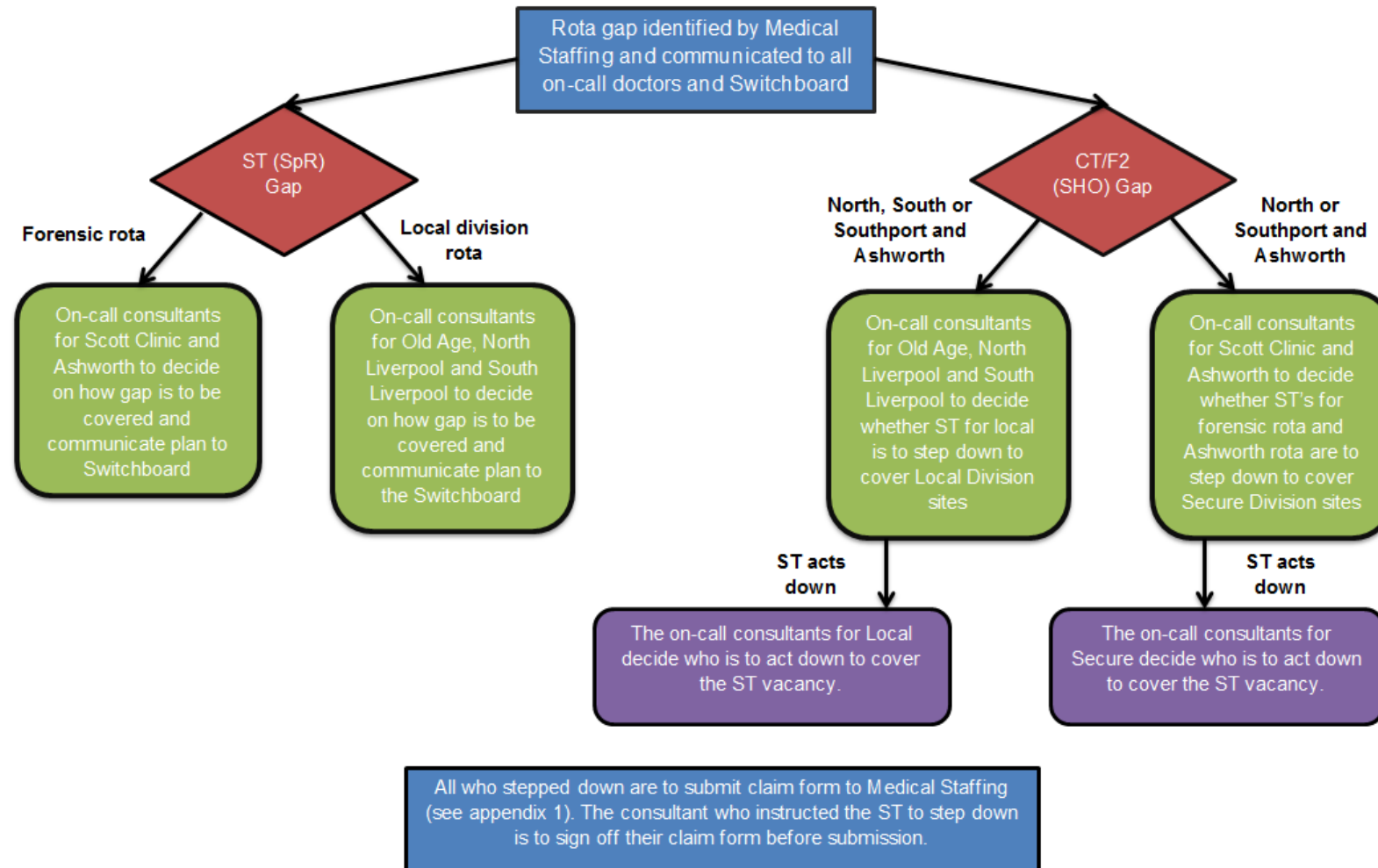
<b>Full shift rotas</b>		
	<b>ST hourly rate (Local Division)</b>	<b>CT hourly rate</b>
<b>Weekday Late (5pm-10pm)</b>	£40	£35
<b>Weekend Long Day (9am-10pm)</b>	£45	£40
<b>Night (9:30pm-9:30am)</b>	£45	£40

<b>Non residential on call rotas</b>		
	<b>Stand by rate</b>	<b>Hourly rate for work undertaken</b>
<b>Forensic ST (weekday)</b>	£150	£35
<b>Forensic ST (weekend)</b>	£250	£35
<b>Whalley CT</b>	Nil	£27.60

## Appendix 5 – Consultants (Non- residential) – Step Down Rates

<b>Stand by rate</b>	<b>£12.50 per hour</b>
<b>Hourly rate for activity (30 minute blocks)</b>	£50.00 per hour
<b>Rest</b>	Equivalent compensatory rest will be paid for all hours worked between 10.00 pm – 9.00 am

**Appendix 6  
Acting Down Process Flow Chart**



**Appendix 7**  
**On call structure: Medical Workforce**  
**First on-call rotas**

**South**

F2/CT (SHO) grade  
5pm-10pm  
9:30pm – 9:30am  
*Royal A&E, Broadoak, Mossley Hill,  
Windsor house, Rathbone, Hope  
Centre, Heys Court,*

**North**

F2/CT (SHO) grade  
5pm-10pm  
9:30pm – 9:30am  
*Aintree A&E, Clock View,  
Scott Clinic, Sid Watkins,*

**Southport and Ashworth**

F2/CT (SHO) grade  
5pm-10pm  
9:30pm – 9:30am  
*Ashworth, Boothroyd Unit, Hesketh  
Centre, Park Unit, Rowbotham,  
Southport A&E*

**Whalley**

CT trainee and  
Speciality Doctors  
24 hour on-call  
9:00am-9:00am

**Second on-call rotas**

**North/South Senior**

ST (SpR) grade  
5pm-10pm  
9:30pm – 9:30am  
*Aintree A&E, Clock View, Sid Watkins, Royal A&E,  
Broadoak, Mossley Hill, Windsor house, Rathbone,  
Hope Centre, Heys Court, Boothroyd Unit, Hesketh  
Centre, Park Unit, Rowbotham, Southport A&E*

**Forensic**

ST (SpR) grade  
24 hour on-call  
9:00am-9:00am  
*Scott Clinic*

**Manchester**

ST (SpR) grade  
24 hour on-call  
9:00am-9:00am  
*Ashworth, Guild  
Lodge, Edenfield*

**Whalley**

ST (SpR) trainee  
and consultants  
24 hour on-call  
9:00am-9:00am

**Third on-call rotas**

**North**

Consultant  
24 hour on-call  
9:00am-9:00am

**South**

Consultant  
24 hour on-call  
9:00am-9:00am

**Old Age**

Consultant  
24 hour on-call  
9:00am-9:00am

**Scott Clinic**

Consultant  
24 hour on-call  
9:00am-9:00am

**Ashworth**

Consultant  
24 hour on-call  
9:00am-9:00am



## 12. EQUALITY AND HUMAN RIGHTS ANALYSIS

<b>Title:</b>
<b>Area covered:</b>

<b>What are the intended outcomes of this work?</b> <i>Include outline of objectives and function aims</i>
<b>Who will be affected?</b> <i>e.g. staff, patients, service users etc</i>

<b>Evidence</b>
<b>What evidence have you considered?</b>
<b>Disability (including learning disability)</b>
<b>Sex</b>
<b>Race</b> <i>Consider and detail (including the source of any evidence) on difference ethnic groups, nationalities, Roma gypsies, Irish travellers, language barriers.</i>
<b>Age</b> <i>Consider and detail (including the source of any evidence) across age ranges on old and younger people. This can include safeguarding, consent and child welfare.</i>
<b>Gender reassignment (including transgender)</b> <i>Consider and detail (including the source of any evidence) on transgender and transsexual people. This can include issues such as privacy of data and harassment.</i>
<b>Sexual orientation</b> <i>Consider and detail (including the source of any evidence) on heterosexual people as well as lesbian, gay and bi-sexual people.</i>
<b>Religion or belief</b> <i>Consider and detail (including the source of any evidence) on people with different religions, beliefs or no belief.</i>
<b>Pregnancy and maternity</b> <i>Consider and detail (including the source of any evidence) on working arrangements, part-time working, infant caring responsibilities.</i>
<b>Carers</b> <i>Consider and detail (including the source of any evidence) on part-time working, shift-patterns, general caring responsibilities.</i>

<p><b>Other identified groups</b> Consider and detail and include the source of any evidence on different socio-economic groups, area inequality, income, resident status (migrants) and other groups experiencing disadvantage and barriers to access.</p>
<p><b>Cross Cutting</b> implications to more than 1 protected characteristic</p>

Human Rights	Is there an impact? How this right could be protected?
Right to life (Article 2)	Use not engaged if Not applicable
Right of freedom from inhuman and degrading treatment (Article 3)	Use supportive of a HRBA if applicable
Right to liberty (Article 5)	
Right to a fair trial (Article 6)	
Right to private and family life (Article 8)	
Right of freedom of religion or belief (Article 9)	
Right to freedom of expression Note: this does not include insulting language such as racism (Article 10)	
Right freedom from discrimination (Article 14)	

<p>Engagement and Involvement detail any engagement and involvement that was completed inputting this together.</p>

<p><b>Summary of Analysis</b> This highlights specific areas which indicate whether the whole of the document supports the trust to meet general duties of the Equality Act 2010</p>
--

**Eliminate discrimination, harassment and victimisation**

**Advance equality of opportunity**

**Promote good relations between groups**

**What is the overall impact?**

**Addressing the impact on equalities**

*There needs to be greater consideration re health inequalities and the impact of each individual development /change in relation to the protected characteristics and vulnerable groups*

**Action planning for improvement**

Detail in the action plan below the challenges and opportunities you have identified. *Include here any or all of the following, based on your assessment*

- *Plans already under way or in development to address the **challenges** and **priorities** identified.*
- *Arrangements for continued engagement of stakeholders.*
- *Arrangements for continued monitoring and evaluating the protocol for its impact on different groups as the protocol is implemented (or pilot activity progresses)*
- *Arrangements for embedding findings of the assessment within the wider system, OGDs, other agencies, local service providers and regulatory bodies*
- *Arrangements for publishing the assessment and ensuring relevant colleagues are informed of the results*
- *Arrangements for making information accessible to staff, patients, service users and the public*
- *Arrangements to make sure the assessment contributes to reviews of DH strategic equality objectives.*

**For the record**

**Name of persons who carried out this assessment:**

**Date assessment completed:**

**Name of responsible Director:**

**Date assessment was signed:**

# Action plan template

This part of the template is to help you develop your action plan. You might want to change the categories in the first column to reflect the actions needed for your protocol.

Category	Actions	Target date	Person responsible and their area of responsibility
<b>Monitoring</b>			
<b>Engagement</b>			
<b>Increasing accessibility</b>			