**Locum Policy**

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| **Version:** | **Review date:** | **Edited by:** | **Approved by:** | **Comments:** |
| v1 | 09/03/2021 | Sultan Mohamed | Munira Mohamed |  |
| v2 | 16/11/2021 | Sultan Mohamed | Munira Mohamed | Changes by Practice Index incorporated |
|  | September 2022 |  |  | Next review |
|  |  |  |  |  |

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# Introduction

## Policy statement

The ultimate responsibility for ensuring that locum staff are suitable candidates for the role for which they have applied rests with the management team at Sheerwater Health Centre even if the locum has been supplied by an agency. This policy will provide referenced guidance on the appointment and employment of both GP and non-GP locum staff.

## Principles

Patient safety requires assurance that all doctors, including locums, are appropriately trained and qualified for the work they undertake. All locum appointments, whether made directly or through NHS or private locum agencies, should comply with the information detailed in the BMA Guidance for locums and employers:[[1]](#footnote-1)

* Long-term locum doctor appointments should be made with the same care as a substantive appointment
* All doctors should meet the entry criteria for the post
* Locum doctors must be qualified and experienced for the role
* Locum doctors should not be appointed if they are currently the subject of an investigation or concerns have been raised about their competence or standards
* Locum doctors should not be engaged for employment until all of the necessary employment checks have been conducted

## KLOE (England only)

In England, the Care Quality Commission would expect any primary care organisation to have a policy to support this process and this should be used as evidence of compliance against CQC Key Lines of Enquiry (KLOE).[[2]](#footnote-2)

Specifically, Sheerwater Health Centre will need to answer the CQC key question on ‘Safe’ and the following is the CQC definition:

*By safe, we mean people are protected from abuse and avoidable harm.*

|  |  |
| --- | --- |
| **CQC KLOE S1** | How do systems, processes and practices keep people safe and safeguarded from abuse? |
| **CQC KLOE S2** | How are risks to people assessed and their safety monitored and managed so they are supported to stay safe? |
| **CQC KLOE S3** | Do staff have all the information they need to deliver safe care and treatment to people? |

## Status

The organisation aims to design and implement policies and procedures that meet the diverse needs of our service and workforce, ensuring that none are placed at a disadvantage over others, in accordance with the [Equality Act 2010](https://www.legislation.gov.uk/ukpga/2010/15/contents).

Consideration has been given to the impact this policy might have with regard to the individual protected characteristics of those to whom it applies.

This document and any procedures contained within it are non-contractual and may be modified or withdrawn at any time. For the avoidance of doubt, it does not form part of your contract of employment.

## Training and support

The organisation will provide guidance and support to help those to whom it applies to understand their rights and responsibilities under this policy. Additional support will be provided to managers and supervisors to enable them to deal more effectively with matters arising from this policy.

To support any new clinical team member, the [New Joining Clinicians Handbook](https://practiceindex.co.uk/gp/forum/resources/new-joining-clinicians-handbook.1320/) can be used as an aide.

The attention of all locum GPs is to be drawn to the NHS Publication, “[Supporting locums and doctors in short term placements. A practical guide for doctors in these roles](https://www.england.nhs.uk/wp-content/uploads/2018/10/supporting_locums_doctors.pdf)” and the [BMA Locum GP Handbook 2021](C://Users/miche/OneDrive/Documents/Practice%20Index/Other%20Policies/Locum%20Policy/bma-locum-gp-handbook-2021.pdf).

# Scope

## Who it applies to

This document applies to all employees of the organisation and other individuals performing functions in relation to the organisation such as agency workers, locums, and contractors.

Furthermore, it applies to clinicians who may or may not be employed by the organisation but who are working under the Additional Roles Reimbursement Scheme (ARRS)[[3]](#footnote-3).

## Why and how it applies to them

It is the responsibility of the organisation management team to ensure that locum staff are fit to undertake their role and they must undertake rigorous employment checks to ensure that the highest standards of patient care and safety are maintained.

# Definition of terms

## Locum

A person who temporarily fulfils the duties of another.

## Agreement

A negotiated and usually legally enforceable understanding between two or more legally competent parties.

## Contract

A written or spoken agreement, especially one concerning employment, sales or tenancy, that is intended to be enforceable by law.

## Disclosure Barring Service

The Disclosure Barring Service[[4]](#footnote-4) is a UK government department that allows employers to check whether a person has a criminal record that would make them unsuitable to work with children or vulnerable adults. It is commonly referred to as a “DBS check”. The DBS website contains guidance and links to:

* [Request a basic DBS check](https://www.gov.uk/request-copy-criminal-record)
* [Guidance on basic DBS checks](https://www.gov.uk/guidance/basic-dbs-checks-guidance)
* [Check someone’s criminal record as an employer](https://www.gov.uk/dbs-check-applicant-criminal-record)
* [Track or view individual’s own DBS certificate](https://www.gov.uk/guidance/track-a-dbs-application)
* [Update service and other DBS online services](https://www.gov.uk/guidance/digital-and-online-services)
* [DBS checks: guidance](https://www.gov.uk/government/collections/dbs-checking-service-guidance--2)
* [DBS eligibility guidance](https://www.gov.uk/government/collections/dbs-eligibility-guidance)
* [Barring referrals](https://www.gov.uk/guidance/barring-referrals)
* [Appeals and disputes](https://www.gov.uk/report-problem-criminal-record-certificate)

It should be noted that there are four different types of DBS Check[[5]](#footnote-5). They are basic, standard, enhanced and enhanced with a check of barred lists.

Further information can be found in the [DBS Policy](https://practiceindex.co.uk/gp/forum/resources/dbs-policy.1469/).

## Intermediaries’ legislation (IR35)

Intermediaries’ legislation, or IR35 as it is commonly known as, is a form of UK tax legislation that looks to differentiate between genuine businesses and workers who are, for all intents and purposes, a temporary employee.[[6]](#footnote-6)

Further information can be sought in the [IR35 Policy](https://practiceindex.co.uk/gp/forum/resources/ir35-policy.951/).

## National Performers List

The list provides an extra layer of reassurance for the public that GPs practising in the NHS are suitably qualified, have up-to-date training, have appropriate English language skills and have passed other relevant checks such as with the Disclosure and Barring Service and the NHS Litigation Authority.[[7]](#footnote-7)

## General Medical Council

An independent organisation that helps to protect patients and improve medical education and practice across the UK.[[8]](#footnote-8)

# Legislation

## Health and Social Care Act 2008 (Regulated Activities) Regulations 2014: Regulation 19

[Regulation 19](https://www.legislation.gov.uk/ukdsi/2014/9780111117613/regulation/19) outlines the requirements that Sheerwater Health Centre must meet regarding the employment of staff (including locums). The regulation is used to ensure that only “fit and proper” staff are employed.

## Care Quality Commission (CQC)

Failure to comply with the legislation may lead to the CQC questioning the fitness of the provision of care at Sheerwater Health Centre. The CQC must refuse registration if providers (the organisation) cannot satisfy them that they can and will continue to comply with the regulation.

## NHS Employment Check Standards

The [NHS Employment Check Standards](https://www.nhsemployers.org/topics-networks/employment-standards-and-regulation) outline the six checks that must be undertaken before recruiting staff (including locums):

* [Identity checks](http://www.nhsemployers.org/your-workforce/recruit/employment-checks/identity-checks)
* [Professional registration and qualification checks](http://www.nhsemployers.org/your-workforce/recruit/employment-checks/professional-registration-and-qualification-checks)
* [Employment history and reference checks](http://www.nhsemployers.org/your-workforce/recruit/employment-checks/employment-history-and-reference-checks)
* [Right to work checks](http://www.nhsemployers.org/your-workforce/recruit/employment-checks/right-to-work-checks)
* [Work health assessments](http://www.nhsemployers.org/your-workforce/recruit/employment-checks/work-health-assessments)
* [Criminal record checks](https://www.nhsemployers.org/publications/criminal-record-check-standards)

Further reading can be sought from:

* [Recruitment policy and procedure (England and Wales)](https://practiceindex.co.uk/gp/forum/resources/recruitment-policy-and-procedure-england-and-wales.1206/)
* [Recruitment policy and procedure (Scotland)](https://practiceindex.co.uk/gp/forum/resources/recruitment-policy-and-procedure-scotland.1786/)
* [Recruitment policy and procedure (Northern Ireland)](https://practiceindex.co.uk/gp/forum/resources/recruitment-policy-and-procedure-northern-ireland.1752/)
* [Salaried GP employment policy](https://practiceindex.co.uk/gp/forum/resources/salaried-gp-employment-policy.1052/)
* Respective [Interview Pack](https://practiceindex.co.uk/gp/forum/resources/categories/recruitment.89/)

# Use of locum staff

It is widely recognised that locums are an essential asset in primary care. However, locums should be appointed for a limited duration in cases of unplanned as well as planned absences such as compassionate, sickness, maternity, paternity, shared paternity or adoption leave.

Planned absences at Sheerwater Health Centre will, where at all possible, be covered using existing staff, ensuring that the most cost-effective measures are used to provide the necessary level of service to the patient population.

# Requirements for working as a locum

## Appropriate documentation for GPs

The organisation has an obligation to ensure that they only employ individuals, permanent or temporary, who are fit for their role. Sheerwater Health Centre is responsible for checking that the locum:

* Is a GP
* Has medical indemnity
* Is registered with the GMC
* Is on the performer’s list

In accordance with [CQC GP Mythbuster No 50: GP locums](https://www.cqc.org.uk/guidance-providers/gps/nigels-surgery-50-gp-locums), Sheerwater Health Centre must ensure that before a locum carries out any regulated activity, they have seen the following documentation:

* Proof of identity including a recent photograph
* Satisfactory evidence of conduct in previous employment concerned with the provision of health or social care or children or vulnerable adults
* Satisfactory documentary evidence of any relevant qualification
* A full employment history together with a satisfactory written explanation of any gaps in employment

[Annex A](#_Annex_A_–) provides a checklist that must be used when appointing a locum GP.

## Appropriate documentation for non-doctors

The use of non-doctor locums for administrative, allied health professional, nursing and dispensing job roles is increasing within primary care. All locums must undergo an appropriate screening process including all regulatory HR checks as would be appropriate for a salaried employee commencing with the organisation.

[Annex B](#_Annex_B_–) provides a checklist that must be used when appointing a non-doctor locum.

## Appraisal and revalidation

Revalidation is a legal requirement of all practicing doctors and nurses in the UK to demonstrate that their knowledge and skills are up to date. The revalidation cycle occurs over five years for doctors and three years for nurses with an appraisal taking place annually.

## Continuing professional development

Locums are responsible for keeping up to date through CPD which covers the whole scope of their practice.

## Indemnity

Sheerwater Health Centre is responsible for any negligent acts of locums providing cover for them to the extent that these acts are related wholly to the services that are being provided and not to something that is outside the remit of what is expected of the locum in the ordinary course of providing those services.

The Clinical Negligence Scheme for General Practice (CNSGP) provides indemnity cover for locums carrying out activities in connection with the delivery of primary medical services. It is important to establish for any work outside of this remit whether the locum is expected to provide evidence of their own indemnity from an independent provider or whether the organisation is prepared to add them to their existing policy to cover such events.

# Finance

## IR35

A locum’s employment status has wide ranging implications financially (taxation, National Insurance and pensions), contractually and legally.

For employees, their employer would be expected to calculate their pension and National Insurance contributions and to be responsible for remitting the employee’s income tax payments to HMRC under PAYE. Employees would also have their salary, leave and sickness entitlement, etc. detailed in their contract.

Self-employed locums, on the other hand, are responsible for accounting to HMRC for their own tax and National Insurance liabilities. However, changes to the intermediaries’ legislation means that locums working through personal service companies (PSC), in certain circumstances are not liable.

Further guidance can be found at:

* BMA document titled [How IR35 affects doctors](https://www.bma.org.uk/advice/employment/tax/ir35-advice-for-locums)
* [HMRC Guidance](https://www.gov.uk/government/collections/employed-or-self-employed)
* [Employment Status Indicator](https://www.gov.uk/guidance/check-employment-status-for-tax)

It is perfectly possible for an individual to undertake locum work under separate contracts in both an employed and self-employed capacity at the same time. An example would be working for a practice as a salaried GP part of the week and being a locum for the remainder of the time.

## Locum rates of pay

The rate for locum work is a matter for negotiation between the locum and the organisation.

There are essentially two approaches for defining the service the locum offers in relation to a fee:

* **A time-based approach** – whereby a set fee is agreed for a specified number of hours of work. This could be calculated on a per hour, per session, per day or per week basis.

Where this approach is used, it is important that both parties agree the appropriateness of the time period given for the work that the locum is required to complete and what that work is expected to include. Ensure that appropriate time is built in for administration, processing results or other duties specified as appropriate at the end of the session. It is also important to ensure that the fee per hour for any additional work is clearly stated in advance.

* **A workload-based approach** – whereby a fee is agreed for a set number of appointments/visits, regardless of the time worked.

An advantage for the provider is that there is a guarantee of work covered and the organisation is not penalised if the locum runs behind (as may occur using a time-based approach to fees). Under a workload-based fee arrangement, the locum would not normally charge an additional per hour fee if the agreed workload took longer than expected except in exceptional circumstances such as where a patient is sectioned under the [Mental Health Act 1983](https://www.legislation.gov.uk/ukpga/1983/20/contents).

If both parties choose to work in this way, ensure enough time is factored in, especially when working in two different premises in one day.

Note: Be aware that visits, particularly to elderly patients and where admissions need to be arranged, can take a significant amount of time

Locums and organisations need to consider the following factors when agreeing fees:

* Session length and content – standard sessions, based on the model contract for salaried GPs, comprise four hours and 10 minutes of work. As the definition of a session can vary, the length of a ‘session’ should be clarified and agreed in advance, together with the expected consultation rate.
* The full range of clinical and non-clinical work being contracted and the intensity of this work. In addition to agreeing a basic fee for each session or for the work undertaken, it may be appropriate to specify:
  + An hourly rate, for shortened sessions and sessions that overrun
  + An extended hours rate
  + A rate for additional work, i.e., work carried out in addition to that which is defined within the agreement as being expected within a session
  + Details of fee arrangements for private work, for example, whether this will be done in lieu of standard appointments and visits, or in addition to the agreed work (in which case a fee will need to be agreed and set out in the agreement) or not done at all
  + A fee for on-call work

# Locum Agreement

Using a written agreement ensures that both parties expectations are met, thus forging a successful working relationship.

## Content

It is recommended that the following information be detailed in any agreement:

* Fees
  + Hourly rate
  + Extended hours rate
  + Travel and subsistence reimbursement
  + Cancellation fee if the practice cancels a session at short notice
  + Payment procedure
* Work timings
  + Start and finish times
  + Days per week
* Work requirements
  + Areas of responsibility
  + Additional requirements
  + Human resources management
  + Financial management
  + Complaints management
  + [Add as required]
* Organisation responsibilities
  + Induction process (see [Staff induction policy](https://practiceindex.co.uk/gp/forum/resources/staff-induction-policy.952/))
  + Provision of suitable office and associated equipment
  + Access to IT including training if necessary
  + Compliance check (relevant documentation DBS, ID verification, indemnity, performers list etc.)
  + Complaint procedure
  + Intermediaries’ legislation (IR35) (see [IR35 policy](https://practiceindex.co.uk/gp/forum/resources/ir35-policy.951/))
  + Personal data, how it will be processed (UK GDPR) [(see UK GDPR policy)](https://practiceindex.co.uk/gp/forum/resources/uk-gdpr-policy.1703/)
* Terminating the agreement
  + Notice length
  + Mutual agreement
  + Failure to deliver the expected level of service
  + Breach of agreement by either party

## Agreement template

An example of a locum agreement template can be found at [Annex C](#_Annex_C_–). This template can be adapted to suit individual organisations.

# Locum GPs and the NHS Pension Scheme

Locum GPs may join the NHS pension scheme (NHSPS) for NHS freelance GP locum work provided they:

* Are on the Performers List and working as an individual
* Are deputising for or providing additional services to an NHS GP or GP practice on a temporary basis (this can include work for an out of hours provider, as long as it is an NHS pension scheme Employing Authority, which would then be pensioned on the GP SOLO form as type 2 practitioner work)
* Be performing appraisal work under a contract for services and
* Apply not more than 10 weeks after commencing any period of freelance GP locum work enclosing the [GP Locum Form A 2021/22](https://www.nhsbsa.nhs.uk/sites/default/files/2021-03/NHS%20Pensions%20-%20GP%20Locum%20A%202021-22-20210319%20%28V1%29.pdf) (one from each practice recording sessions and pensionable income, countersigned by the practice) and [GP Locum Form B 2021/22](https://www.nhsbsa.nhs.uk/sites/default/files/2021-03/NHS%20Pensions%20-%20GP%20Locum%20B%202021-22-20210319-%28V1%29.pdf) (one per month as an overall summary), the locum’s scheme contributions and the employer’s scheme contributions as obtained from the practice

Locums can pension essential services, additional services, enhanced services, dispensing services, out of hours services, commissioned services (such as CCG work) and collaborative services under existing regulations. They are not entitled to pension non-NHS work such as cremation forms.

Primary Care Organisations in England and Wales are responsible for the employer’s pension contributions of the locums they engage. The employer contribution rate in England and Wales is 14.38% to reflect the cost of administering the pension scheme moving from the Department of Health to employers.

Locum Forms A and B have been updated with a separate box for the employer’s contribution.

The process for making NHS payments pensionable is as follows:

* The employer’s contribution (based on 90% of the fee paid to the locum) must be paid to the locum along with the fee
* Locums themselves must forward the payment to the local area team along with their own contribution. In England, forms and cheques should be sent to PCSE. In Wales, forms and cheques should be sent to, and made payable to, the Local Health Board.
* GP Locum Form A, which validates that a locum has worked for a practice, should be used. The form includes a statement to say that the locum wishes to pension the income and to show the amount of employer’s contribution paid.
* Deadlines for payment apply – the locum is required to send the cheque, accompanied by the form, by the7th day of the month following the month in which the income was earned. Locums must pension work within 10 weeks of commencing the work.
* GP Locum Form B (a record of all locum work undertaken and recognised in that month) is also required.
* If a locum is undertaking other kinds of pensionable work (such as work for the CCG) they are also required to complete the type 2 self-assessment form. If the CCG work is undertaken on a contract for services (self-employed basis) then it is pensioned on a practitioner basis.

If it is undertaken on a contract of service (employed basis) then it is pensioned on an officer basis and a type 2 self-assessment form will not be relevant.

A locum cannot advice a practice that they wish to pension earnings and then change their mind and retain the employer contribution. If a locum changes their mind, the employer contribution must be returned to the organisation.

# Induction

Locums are to be given an induction at Sheerwater Health Centre. An effective induction is a good way to introduce a locum to the organisation, ensuring that they are given the opportunity to familiarise themselves with organisational policies and procedures.

[delete as applicable]

The induction pack can be found here: [insert link].

Or

The New Joining Clinicians Handbook is the induction pack as this provides guidance that can support any locum during those initial sessions. This can be found here: [insert link].

# Contract guidance

The BMA provides an array of useful guidance and templates in relation to locum contracts and agreements.

Further information is available [here](https://www.bma.org.uk/advice/employment/contracts/sessional-and-locum-gp-contracts/locum-agreements-in-general-practice).

# Reimbursement for locums

When an organisation employs a locum GP to cover for the absence of a doctor, under the SFE (Statement of Financial Entitlements), a GMS organisation is entitled to apply to its Primary Care Organisation (PCO) for locum reimbursement.

The organisation may be entitled to claim up to a maximum of £1,751.52 (£1,734.18 in Wales) a week thereafter. If the full cost of the locum is lower than the maximum, the organisation will receive the invoiced amount of the costs.

In all cases, in so far as possible, organisations should seek to receive approval from their PCO in advance of needing a locum and to seek confirmation of the level of reimbursement available from the PCO.

Further reading can be found from:

* BMA document titled: [Locum GP cover for parental and sickness leave](https://www.bma.org.uk/advice-and-support/gp-practices/locum-gps/locum-gp-cover-for-parental-and-sickness-leave)
* NHS E document titled: [Protocol in respect of locum cover or GP performer payments for parental and sickness leave](https://www.england.nhs.uk/wp-content/uploads/2017/05/protocol-in-respect-of-locum-cover-payments-17-18.pdf)

# Summary

Locum staff are an invaluable resource and almost an essential requirement in primary care. Sheerwater Health Centre will ensure that comprehensive pre-employment checks are undertaken to ensure that patient safety is not compromised.

Whilst every effort will be made to minimise the use of locums, there will be circumstances when locum use is unavoidable if patient services are to be maintained and the remaining clinicians are not to become overworked and stressed.

# Annex A – Locum GP checklist

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Information** | **Evidence/comments** | **Signed** |
| GMC registration | Check the GMC [registration](https://www.gmc-uk.org/doctors/medical_register.asp) status of the GP. In addition, check if there are any conditions or restrictions on their organisation, or if they have undertakings | *Insert GMC reference number here* |  |
| GMC licence | A doctor must hold both a registration and licence to practise | *Registered with a licence shown in the status section* |  |
| National Performers List | Check the [National Performers List](https://www.performer.england.nhs.uk/) to view information about the GP | *Registered with licence shown in the status section* |  |
| Proof of degree | Medical degree certificate should be shown | *Make a copy of the certificate* |  |
| Certificate of Completion of Training (CCT) | Certificate should be shown | *Make a copy of the certificate* |  |
| Medical indemnity | Proof of indemnity | *Make a copy of the certificate of insurance* |  |
| Employment history | A CV with explanations of any gaps in employment | *Make a copy of the CV* |  |
| DBS check | If the locum has signed up for the [DBS update service](https://www.gov.uk/dbs-update-service), check whether their certificate is up to date online | *Make a copy of their current DBS Enhanced Certificate* |  |
| Passport | Original must be produced | *Make a copy of the photo ID page* |  |
| Eligibility to work in the UK (if applicable) | Copy of visa where applicable | *Make a copy of the visa* |  |
| Proof of address 1 | Driving licence – original must be produced | *Make a copy of the licence* |  |
| Proof of address 2 | Utility bill – original must be produced | *Make a copy of the bill* |  |
| Clinical reference 1 | Name and address of referee | *Obtain a reference from the organisation/individual* |  |
| Clinical reference 2 | As above | *As above – one reference must be from most recent or current employer* |  |
| Occupational Health | Check current immunisation status and hepatitis status\* | *Make a copy of immunisation record and hepatitis status* |  |
| Revalidation | Revalidation takes place every five years | *Record date of last revalidation* |  |
| Appraisal | Appraisal is undertaken annually | *Record date of last appraisal and name of appraiser* |  |
| Training | Copies of any mandatory training completed | *Make a copy of each certificate* |  |

\* The following are mandatory requirements:

Hepatitis B vaccination – evidence of primary/secondary course including boosters

Hepatitis B antibody – copy of lab report

MMR vaccination – evidence of two vaccines or lab reports showing antibodies

Varicella Zoster – evidence of two vaccines or declaration stating locum GP has had chickenpox or shingles

TB – evidence of immunisation/Mantoux test

# Annex B – Locum checklist

**Locum/new starter check list**

Employee name:

|  |  |  |
| --- | --- | --- |
| **Prior to commencing employment** | **Date Sent/ Rec’d** | **Signed** |
| Offer Letter – enclose:   * Medical questionnaire * Right to Work information * Probation letter |  |  |
| References |  |  |
| NPL3/Performers List (if appropriate) |  |  |
| Professional registration (if appropriate) |  |  |
| Proof of right to work provided |  |  |
| Medical questionnaire |  |  |
| DBS check/DBS risk assessment |  |  |
| Copies of academic certificates |  |  |
| Confirmation of Hepatitis B status |  |  |
| P45/P46/HMRC checklist |  |  |
| Authority of payment of wages/personal info |  |  |
| Vaccinations and immunisation |  |  |
| Driving licence check |  |  |
| Car insurance check |  |  |
| Clinical system login |  |  |
| Docman login |  |  |
| GP Team Net login |  |  |
| **Day of Commencement (or sooner if possible)** | **Date Sent/ Rec’d** | **Signed** |
| Induction programme |  |  |
| NHS email address |  |  |
| Pension information |  |  |
| Contract |  |  |
| Staff holiday policy |  |  |
| Sickness and capability policy |  |  |
| Disciplinary rules and procedures |  |  |
| Grievance policy |  |  |
| Health & Safety policy |  |  |
| Infection Control policy |  |  |
| Confidentiality policy for practice staff/declaration |  |  |
| Organisation staff as patients policy/declaration |  |  |
| Staff identification and uniform policy |  |  |
| Social media policy |  |  |
| Permanent key holder agreement form |  |  |
| Staff handbook |  |  |
| IG declaration and policies |  |  |
| IPC declaration and policies |  |  |
| Employee privacy notice |  |  |
| Annual leave calculation completed |  |  |
| Smart Card Form/Guidance RA01 |  |  |
| DSE assessment |  |  |
| Handwashing audit |  |  |
| Mandatory training (to be completed or evidence seen) |  |  |
| E-learning login/set-up |  |  |

# Annex C – Locum agreement template

**Introduction**

This agreement is between [Sheerwater Health Centre the “organisation” and [insert locum name] the “locum” and will remain effective from [dd/mm/yy] up to and including [dd/mm/yy].

**Locum details**

|  |  |
| --- | --- |
| **Full name** |  |
| **Home address** |  |
| **Mobile number** |  |
| **Email address** |  |
| **GMC number** |  |

**Organisation details**

|  |  |
| --- | --- |
| **Organisation name** |  |
| **Address** |  |
| **Partners’ names** |  |
| **CCG** |  |
| **Organisation code** |  |

**Requirement**

The locum agrees to provide the necessary services to the organisation for the duration of this agreement at the organisation address detailed above.

**Fees**

The organisation agrees to pay the locum [insert rate] per hour/day/week/month. Should there be a requirement to work any additional hours, the locum will be paid [insert rate] per hour. NB prior approval must be sought from the [insert role] before additional hours are worked.

The organisation will reimburse the locum for travel and subsistence which arise as a result of the requirements of the role to which this agreement refers. Mileage will be reimbursed at [insert rate per mile] and the locum will be able to claim [insert subsistence criteria].

**OR (delete as applicable)**

The organisation will not reimburse the locum for travel and subsistence which arise as a result of the requirements of the role to which this agreement refers.

Should the organisation cancel a day/week with less than 24 hours’ notice, the organisation agrees to pay the locum [insert amount].

The locum is to submit an invoice to [give details] on [insert day/date], every [week or month] by no later than [insert time]. Payment will be made within [xx] days of receipt of the invoice.

**Timings**

The locum agrees to work as detailed in the table below:

|  |  |  |
| --- | --- | --- |
| **Day** | **Times** | **Comments** |
| Monday |  |  |
| Tuesday |  |  |
| Wednesday |  |  |
| Thursday |  |  |
| Friday |  |  |

All staff are allocated time for a [xx] minute break in the morning and [xx] for lunch.

**Work requirements**

The locum agrees to undertake the following:

|  |  |
| --- | --- |
| **Description** | **Requirement** |
| Financial management |  |
| Human resource management |  |
| Staff development |  |
| Complaints management |  |
| Line management of [xx] staff |  |
| Operational effectiveness |  |
| [add organisation specifics here] |  |

**Contractor obligations**

The organisation agrees to provide the following:

* A thorough induction process and the provision of a locum information pack
* An office with all the necessary equipment
* Log in and passwords for the organisation’s IT and clinical systems
* Training in the use of the IT systems if required
* Information as to how the locum’s personal data will be used
* Actions in the event of a complaint specifically against the locum

**Mutual obligations**

The locum agrees to provide copies of the following documentation which must remain valid for the period of the agreement:

|  |  |
| --- | --- |
| **Document** | **Verified (✓)** |
| Passport/birth certificate |  |
| 2 x proof of address |  |
| References (from most recent employers) |  |
| DBS |  |
| NI number |  |
| Occupational health information |  |
| Next of kin details |  |
| Copies of training certificates |  |
| [Amend as required] |  |

In turn, the organisation agrees to validate all the provided information and will ensure that the information is stored and retained in accordance with extant legislation.

**Intermediaries’ legislation (IR35)**

It is the responsibility of the organisation to ensure that the recruitment of a locum or agency worker is done so appropriately, the IR35 assessment is completed and that the individual providing the service is advised accordingly.

The [finance manager/payroll clerk] will support the [organisation manager/business manager/operations manager] with the IR35 process providing advice as required and, where applicable, ensuring the appropriate tax and National Insurance contributions are deducted.

If IR35 applies and Sheerwater Health Centre is responsible for paying the locum, the organisation will be required to add the individual to the organisation payroll and send a start declaration to HMRC. In most instances, the locum is likely to have primary employment with their own intermediary and hterefore the services provided for the organisation will usually be classed as secondary employment. In such circumstances, starter declaration C is to be used; this means tax code BR will be applied until HMRC issues a different tax code.

If IR35 does not apply, a record of the decision is to be made. Further guidance and detailed information regarding IR35 can be found in the organisation’s IR35 policy, available [insert hyperlink here].

**Terminating the agreement**

This agreement will terminate on [insert date] which is the agreed end date for which the locum was engaged. This agreement may be terminated prior to this date, by either party, as long as [xx] months’ notice is provided in writing.

In addition, this agreement may be terminated with immediate effect as a result of a significant breach of the agreement by either the organisation or the locum.

Furthermore, this agreement may be terminated with the mutual consent of the organisation and the locum.

**Changes to the agreement**

Should either party wish to change any element of this agreement, a request is to be submitted in writing and, upon receipt of such a request, a meeting arranged to discuss the particulars of the request. Any agreed changes will be annotated to the existing agreement as an addendum.

**Signatories**

Signed for on behalf of the organisation:

Name:

Signature:

Date:

Position:

Signed by the locum:

Name:

Signature:

Date:

1. [BMA Guidance for locums and employers](https://www.bma.org.uk/pay-and-contracts/contracts/salaried-gp-contract/guidance-for-locums-and-employers) [↑](#footnote-ref-1)
2. [www.cqc.org.uk](https://www.cqc.org.uk/sites/default/files/20180628%20Healthcare%20services%20KLOEs%20prompts%20and%20characteristics%20FINAL.pdf) [↑](#footnote-ref-2)
3. [Network DES Contract specification 2021/22](https://www.england.nhs.uk/publication/network-contract-des-specification-2021-22/) [↑](#footnote-ref-3)
4. [Disclosure and Barring Service](https://www.gov.uk/government/organisations/disclosure-and-barring-service) [↑](#footnote-ref-4)
5. [DBS checks: detailed guidance](https://www.gov.uk/government/collections/dbs-checking-service-guidance--2) [↑](#footnote-ref-5)
6. [IR35 Tax Legislation](http://www.contractorweekly.com/ir35/what-is-ir35/) [↑](#footnote-ref-6)
7. [National Performers List](https://www.performer.england.nhs.uk/) [↑](#footnote-ref-7)
8. [General Medical Council](https://www.gmc-uk.org/about/role.asp) [↑](#footnote-ref-8)