

Policy on Locum Reimbursements

1.0 INTRODUCTION

1.1 Locum reimbursements are to be paid by the PCT to both GMS and PMS practices for the following specific purposes, subject to the terms and conditions set out below:

- Ante-natal care
- Maternity leave
- Paternity leave
- Parental leave
- Adoption leave
- Sickness leave
- Suspended doctors
- Prolonged study leave

Applications for the payments listed above should be submitted direct to FHS Shared Services.

1.2 In addition to the above items and also PEC duties, locum reimbursements may be made in respect of other PCT activity, such as assistance with specific projects or meetings. In these cases the decision and authorisation of such reimbursement will be at the discretion of the appropriate PCT director and will be agreed with the contractor at the outset. Requests for any such payments should be made to the appropriate director at the PCT.

2.0 INDEMNITY

2.1 If the contractor meets the terms and conditions as set out for locum reimbursement, the PCT will indemnify the contractor the amount of engaging a locum GP performer subject to a maximum of £948.33 per week.

3.0 PAYMENT ARRANGEMENTS

3.1 Claims for the costs incurred in respect of locums are to be submitted to FHS Shared Services at the end of the month during which they were incurred.

3.2 Any locum reimbursement amount will be paid within 1 month of receipt of the relevant documentation.

4.0 FULL TIME WORKING HOURS

4.1 37.5 hours is the notional number of hours taken for full time working and any pro rata payments for part time working will be based on this.

5.0 GENERAL PRINCIPLES

5.1 The contractor must agree in the first instance with the PCT to the engagement of a locum. In respect of the situations outlined in 1.1 this should be via FHS Shared Services. The PCT will not reimburse the contractor any payments for locums not agreed in advance.

- 5.2 The PCT will endeavour to respond to requests for locum reimbursement as quickly as possible, including the level of payment.
- 5.3 Locum reimbursements will not be paid if the contractor is already claiming another payment for locum cover in respect of the GP performer on leave.
- 5.4 Locum reimbursements will not be paid if the locum is a partner or shareholder in the contract, unless the GP performer on leave is a job share.
- 5.5 Locum reimbursements will not normally be agreed if:
- The PCT offers to provide locum cover and the contractor refuses the offer without good reason
 - The GP performer on leave had the right to return but that right has been extinguished
 - The contractor has engaged a new employee or partner to perform the duties of the GP performer on leave and is not carrying a vacancy in respect of another position which the GP performer on leave will fill on return.
- 5.6 Once locum arrangements are in place the contractor must inform FHS Shared Services if
- a) there is to be any change to the locum arrangements, or
 - b) there is to be a change to the contractors arrangements for performing the duties of the performer on leave, for whatever reason.
- 5.7 If the contractor breaches any of the conditions in sections 5, 6, 7, 8 and 9 the PCT may withhold payment of any locum reimbursement.

6.0 PAYMENTS FOR LOCUMS COVERING MATERNITY, PATERNITY, PARENTAL AND ADOPTION LEAVE

- 6.1 If an employee or partner of a contractor is a performer under a GMS Contract, and providing they satisfy the relevant entitlement conditions under employment legislation, then the PCT will pay locum fees, for ordinary maternity, paternity, adoption and parental leave. The leave of absence must normally be more than 1 week. However, in the case of ante-natal care, the contractor may discuss with the PCT if locum cover can be provided.

(i.e. ordinary leave refers to the leave entitlement available via statute and not to any locally enhanced periods of leave. Therefore the maximum period for locum reimbursement for maternity leave and adoption leave for the parent who is the main care provider is 26 weeks, and 2 weeks for paternity leave and adoption leave for the parent who is not the main care provider).

- 6.2 Payments are only payable if the contractor satisfies the following list of conditions. If the contractor breaches any of these conditions the PCT may withhold payment.
- a) In the case of maternity leave, FHS Shared Services must be supplied with a certificate of the expected date of confinement, or a private certificate providing comparable information.

- b) In the case of paternity leave, FHS Shared Services must be supplied with a letter written by the GP performer confirming prospective fatherhood and giving the expected date of confinement.
- c) In the case of adoption leave, FHS Shared Services must be supplied with a letter from the GP performer confirming date of adoption and name of main care provider and countersigned by the appropriate adoption agency.
- d) In the case of parental leave, documentary evidence must be provided to FHS Shared Services that the GP performer has legal parental responsibility for the child (e.g. birth certificate). At least 21 days notice of the leave must be given. In accordance with Maternity and Parental Leave (Amendment) Regulations 2001 the maximum leave is 4 weeks per child in any one year and this is the maximum period locum reimbursement will be made.
- e) On request, the PCT must be provided with written records demonstrating the actual cost of locum cover.

7.0 PAYMENTS FOR LOCUMS COVERING SICKNESS LEAVE

- 7.1 If an employee or partner who takes any sickness leave is a performer under a GMS Contract, the contractor may need to employ a locum to maintain the level of services. In such circumstances the PCT will provide reimbursement for such locum cover. The PCT may also provide support for performers who are returning from sickness leave or for those who may be at risk of needing to go on sickness leave.
- 7.2 Entitlement to payments for covering sickness leave are subject to the following conditions:
 - a) the leave of absence is more than 1 week
 - b) if the performer on leave is employed by the contractor, the contractor must be:
 - i) required to pay statutory sick pay to that performer,
 - ii) required to pay the performer on leave his full salary during absences on sick leave under his contract of employment and the performer on leave has been employed by the contractor for at least 3 months.
 - c) If the absence is as a result of an accident, the contractor must be unable to claim any compensation from whoever caused the accident towards meeting the cost of engaging a locum to cover for the GP performer during their absence. If such compensation is payable, the PCT may loan the contractor the cost of the locum, on the condition that the loan is repaid when the compensation is paid unless:
 - i) no part of the compensation paid is referable to the cost of the locum, in which case the loan is considered reimbursement
 - ii) only part of the compensation paid is referable to the cost of the locum, in which case the loan will be proportionate to the extent to which the claim for full reimbursement was successful.
- 7.3 The PCT will determine whether or not it is necessary to engage the locum, or to continue to engage the locum. Consideration will however be given to the principles set out in 5.5 above. Locum reimbursement will be subject to a maximum

of £948.33 per week based on a 37.5 hour week with pro rata payments being made on the declaration of the practice, where fewer hours are worked.

- 7.4 The PCT will normally reimburse locum cover for a single-handed GP performer or a job-sharer fulfilling the role of a single-handed GP performer if they are on sickness leave.
- 7.5 The weekly maximum payment is set out in point 2.1. However in any 12 month period the maximum period in which payments will be made in relation to a particular GP performer are:
- a) 6 months for the full amount of the sum that the PCT has determined is payable and
 - b) a further 6 months for half the full amount of the sum the PCT determined was payable
- 7.6 Payments are only payable if in addition to the conditions in Section 5, General Principles the contractor satisfies the following conditions:
- a) The contractor must, without delay, supply FHS Shared Services with medical certificates in respect of each period of absence for which locum reimbursement is being claimed
 - b) The contractor must provide FHS Shared Services with written records demonstrating the actual cost to it of the locum cover.
 - c) If the locum arrangements are in respect of a performer on leave who is or was entitled to statutory sick pay (SSP), the contractor must inform FHS Shared Services immediately if it stops paying SSP to that employee.
 - d) The performer on leave must not engage in conduct that is prejudicial to his recovery and
 - e) The performer on leave must not be performing clinical services for any other person, unless under medical direction and with the approval of the PCT.

8.0 PAYMENTS TO LOCUMS TO COVER FOR SUSPENDED DOCTORS

- 8.1 A contractor will be eligible for locum reimbursement where:
- a) the contractor is paying a suspended GP performer the full amount of the income to which he was entitled before the suspension
 - b) actually and necessarily engages a locum(s) to cover for the absence of the suspended GP performer;
- 8.2 The PCT will determine whether or not it is necessary to engage the locum or to continue to engage the locum. Consideration will however be given to the principles set out in point 5.5. above.
- 8.3 Payments are only payable if in addition, to the conditions set out in section 5, General Principles, the contractor provides the PCT, on request, with written records demonstrating:
- a) the actual cost of locum cover, and

- b) that it is continuing to pay the suspended GP performer the full amount of the income to which he was entitled before the suspension

9.0 PAYMENTS IN RESPECT OF PROLONGED STUDY LEAVE

- 9.1 The PCT will reimburse the contractor where the contractor actually and necessarily engages a locum(s) to cover the absence of a GP performer on Prolonged Study Leave. **(Note: Contractors may also be entitled to receive an educational allowance payment).**
- 9.2 The PCT will determine whether or not it is necessary to engage the locum or continue to engage the locum. Consideration will however be given to the principles set out in point 5.5 above.
- 9.3 Payments are only payable if in addition to the conditions set out in section 5, General Principles, the contractor also provides the PCT, on request with written records demonstrating the actual cost to it of the locum cover.

10.0 THE ROLE OF THE LMC

- 10.1 The PCT will initially make the decision regarding locum reimbursement. If the contractor wishes to dispute the decision they can request local resolution. They may also request that the LMC be involved. Similarly the PCT may request the LMC to be involved in order to resolve the matter locally.
- 10.2.1 If the matter cannot be resolved locally then the contractor will have access to the dispute resolution procedure. Any dispute may be referred to the Secretary of State for consideration and determination if :
- The PCT so wishes and the contractor has agreed in writing
 - The contractor so wishes even if the PCT does not agree.

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