

January 2005

GPC

General Practitioners
Committee

Model GP retainer scheme contract

BMA 

Model Contract of Employment for a Retainer Scheme GP

Parties and Appointment

1. This contract is dated the ____ day of _____ 200__.

Between

The Practice

(Insert name of Practice)

and

Dr _____

Contract of Employment

2. This contract sets out the terms and conditions of your employment and includes the particulars of your employment, which are required to be given to you under the Employment Rights Act 1996.
3. You are employed by the Practice as a General Practitioner under the NHS's Retainer Scheme. Accordingly, you are also required to comply with any applicable conditions of the Retainer Scheme, set out in HSC 1999/999 and HSC 1999/004 "GP Retainer Scheme".
4. You are required to comply with the Practice's written rules and procedures and any amendments, which will be notified to you in writing.

Duration of Contract

5. Employment will commence on the date in Appendix A and will be for a term of:
 - a. five years.
 - b. This term may be extended by up to a maximum of a further 5 years according to individual circumstances and is dependent upon the extension of the scheme, which is at the discretion of the DPGPE.

This clause is subject to the terms of notice in the "Notice" provisions below.

Induction Period

6. On commencement of employment you will be given an appropriate induction, which will include the matters in Appendix B.

Registration

7. At all times during the period of employment you must be:
 - a. a fully registered medical practitioner; and
 - b. registered on the Primary Medical Service Performers List (previously the National Health Services Supplementary List, General Medical Services List and Personal Medical Services List) in accordance with the National Health Service (Performers Lists) Regulations 2004.

Continuity of Service

8. Your service continues to accrue during periods of paid and unpaid leave.
9. When assessing your entitlement to annual, sick, special, maternity, paternity adoptive and parental leave, your length of service will be deemed to include previous NHS service, provided there was not a break in service of more than 12 months. However, a break in service will be disregarded (but not count as a period of previous NHS service) when it falls into one of the categories in Appendix C. For the purposes of this clause, the commencement date of your continuous service is contained in Appendix A of this contract.
10. NHS Service includes (without limitation) any service in or as the following:
 - a. General Medical Services (“GMS”)
 - b. Personal Medical Services (“PMS”)
 - c. General Practitioner Registrar (“GPR”)
 - d. Those additional categories defined as NHS employment in the model terms and conditions of service for a salaried GP and set out in appendix C

Location of Work

11. Your place or places of work are specified in Appendix A of this contract and may be changed by written agreement.

Sessions of Work

12. Under the terms of the Scheme the minimum number of sessions that may be worked per week is 1 session, and the maximum of sessions is 52 per quarter, usually spread evenly throughout the period at 4 sessions per week. On occasion the weekly quota of sessions may be increased to a maximum of 6 or decreased to a minimum of 1, by mutual agreement. If there is a substantial variation in the number of sessions per week, the prior agreement of the DPGEGP is required. The definition of full time and the length of a session is contained in Appendix A, and will not exceed 4 hours and 10 minutes.

13. Your sessions of work will be contained in a job plan (“sessions of work”). Your current job plan is attached as Appendix D of this contract. The job plan may be amended in accordance with clause 12 above by agreement with the DPGPE and the Practice and neither party will unreasonably withhold such agreement.
14. You may work additional sessions in non-primary medical services outside the practice with the prior approval DPGPE, for instance as a clinical assistant or GP Tutor. Work as a locum is specifically excluded and not permissible under the terms of the Retainer Scheme. Outside work must not conflict with your employment obligations to the Practice.

Contractual Duties

15. Your duties include:
 - a. those contained in Appendix E;
 - b. providing general medical services to patients;
 - c. such other duties as reasonably delegated to you by the Practice that is required of the Practice in providing services under the GMS Regulations and the PS Regulations.
16. The duties contained in Appendix E may be changed by written agreement, which agreement will not be unreasonably withheld. The duties and job plan will be reviewed at least annually to give both you and the Practice an opportunity to propose changes.

Records

17. You are required to keep:
 - a. full and proper records of all attendances with patients; and
 - b. any other records as required by NHS legislation or reasonably required by the Practice.

Confidentiality

18. You must strictly adhere to the applicable GMC Guidance on patient confidentiality.
19. You must not use or disclose confidential information about the Practice’s patients or its business other than as expressly authorised by the Practice as a necessary part of the performance of your duties or as required by law.

20. Confidential information about the Practice's business includes (without limitation): business plans; forecasts; information related to research, future strategy, or any other sensitive financial information concerning the affairs of the Practice or its partners.

21. The duty of confidentiality continues in perpetuity.

Salary and Allowances

22. Your annual salary is contained in Appendix A. Your salary, together with any other additional payments that might be owing to you, will be paid monthly in arrears by credit transfer, on or before the last day of the month.

23. In setting your salary for the first year of employment, relevant considerations include (without limitation):

- a. the salary range recommended by the Doctors' and Dentists' Remuneration Body ("DDRB") for salaried General Medical Practitioners, which your salary will not be below.
- b. equivalent service;
- c. special experience or qualifications;
- d. service in HM forces or in a developing country;
- e. local job market requirements
- f. time working as a GP, whether in GMS or PMS
- g. geographical considerations,
- h. if required to and under the terms of the scheme to undertake any out of hours service.

Your salary will be increased annually in accordance with the recommendation of the DDRB for salaried General Medical Practitioners. Pay increases will be backdated to the date of the recommendation. You will receive seniority payments in line with SFE paragraph 13.

24. You will be reimbursed for travelling, private vehicle use and telephone expenses in accordance with the Whitley Council Handbook.

Local Medical Committee Levy

25. The Practice will pay any levies for your representation by the Local Medical Committee ("LMC").

Professional Expenses

26. Under the Retainer Scheme, you are entitled to a fixed annual amount towards the costs of your professional expenses (consult the DPGPE for the relevant amount). It is paid as a lump sum upon commencement of employment and on an annual basis thereafter, while you remain a member of the Retainer

Scheme. The sum is subject to deductions for tax and NIC's, but is not superannuable.

Retention of fees

27. You may only charge fees for the services you provide arising out of your duties as set out in the:
 - a. the GMS regulations; or
 - b. equivalent provisions contained within the Health Authorities and Primary Care Trusts Implementation of Pilot Schemes ("Personal Medical Services") Directions 2001.
28. You may not charge fees for issuing certificates listed in Schedule 9 of the GMS regulations.
29. You must provide the following certificates free of charge, where they are for initial claims and short reports or statements further to certificates, but not for work in connection with appeals and subsequent reviews:

certificates for patients claiming for income support, sickness and disability benefits, including incapacity, statutory sick pay, disability living allowance and attendance allowance.
30. If you receive fees by virtue of your position in the Practice, and for work done during contracted hours, you will pay such fees to the Practice, except as contained in Appendix A or as otherwise agreed in writing with the Practice.
31. Subject to any other legal requirements that may apply, you may keep any specific or pecuniary legacy or gift of a specific chattel made to you as your personal property.

Continuing Professional Development and Education

32. Under the Retainer Scheme, you are entitled to 8 sessions of education per year, regardless of the number of sessions you work each year.
33. You will be entitled to the pro rata FTE of one protected session per week for Continuing Professional Development ("CPD"). Your CPD is inclusive of the 8 sessions of education per year.
34. Sessions for Continuing Professional Development ("CPD") are included in and not in addition to your contracted sessional time.
35. The sessions of work reserved for CPD will be identified in your job plan.

36. Your CPD will be in accordance with a personal educational development plan (“PDP”), which will be agreed annually with the Director of General Practice Education (“DPGPE”) and your educational supervisor. Education time under the Retainer Scheme should primarily be used for the purposes agreed in accordance with your PDP.
37. GPs who are within 2 years of receiving their Joint Committee Certificate (“new GPs”) qualify for the Higher Professional Education Scheme (HPE). This entitles new GPs to higher professional education, in addition to the 8 sessions of education identified above in clause 33. If you wish to benefit from this Scheme, register with your Deanery. Higher professional education may be taken during working time, by agreement; during annual leave; or in the retaineer’s own time. Reimbursement of educational expenses (e.g., course fees) will be made to the doctor as per local deanery arrangements.

Appraisal/Revalidation

38. You will be required to undertake NHS appraisal and revalidation.

Clinical Audit/Clinical Governance

39. You will be required to participate in clinical audit and to be involved with clinical governance issues within the practice. These duties will be carried out during your sessions of work.
40. The Practice will ensure that you are provided with copies of all local PCO policies and procedures, notices of local educational meetings and professional compendia.

Publications, Lectures etc

41. You do not require the consent of the Practice to publish books and articles etc, deliver lectures and speak, including on matters arising out of your NHS service, provided:
 - a. you do not purport to represent the Practice or any of the partners’ views; and
 - b. the work is not undertaken during your sessions of work.

If you wish to do any work of this nature during your sessions of work, you must obtain the prior written consent of the Practice.

42. If you give a lecture on a professional subject for which a fee is payable, the fee will be payable to:

- a. the Practice, up to a normal sessional rate, if the lecture is given in or substantially in your sessions of work; or
- b. you, if the lecture is given substantially outside of your sessions of work, or during annual leave.

Personal Appraisal

43. You will have a personal appraisal with your supervisor, at least annually and which will take place during your sessions of work. This will be an opportunity to review and discuss your job plan and other employment matters if you so wish. It is at this meeting that the Exit Plan for the Retainer Scheme is reviewed. The personal appraisal is independent of the “Appraisal/Revalidation” referred to above.

Practice meetings

44. You are entitled to attend and participate in regular practice meetings relating to education and clinical governance. You may be invited to attend meetings on practice business matters. You will be given reasonable notice of such meetings. If you attend such a meeting outside of your sessions of work, you may elect to be remunerated on a sessional basis, or to take time off in lieu.

Annual Leave

45. Your annual leave year runs from your first day of employment.
46. You are entitled to the following paid leave:
 - a. six weeks annual leave pro rata;
 - b. the pro-rata FTE of 10 days (which includes NHS days and statutory bank holidays).
47. The paid leave must be taken within the leave year that it falls due unless agreed otherwise in writing with the Practice.
48. It is the intention under the Retainer Scheme that you should be able to take leave entitlement at times that are suitable for your personal circumstances.
49. Leave entitlements for periods of less than one year will be calculated on a pro rata basis (e.g. where termination of employment occurs part way through the leave year).

Absence from Work

50. If you are absent from work without notice (e.g. because of sickness), you should telephone the Practice Manager as soon as possible on the first day of such absence.
51. If an absence due to sickness continues for more than three calendar days, you must submit a self-certification form (which will be provided to you by the Practice Manager) to the Practice Manager before the end of the seventh day.
52. If an absence due to sickness continues for more than one week, you must submit a doctor's certificate.
53. If you fail to provide the appropriate sickness documentation, the Practice may withhold your sick pay.
54. If, while on annual leave you are ill for more than seven days, on production of a doctor's certificate, the balance of your annual leave will be suspended and you will be entitled to sick leave.

Statutory Sick Pay (SSP)

55. If you are entitled to SSP, it will be paid to you by the Practice at the appropriate rate for the agreed qualifying days, being days on which you would normally work.
56. Information on SSP is available from the Practice Manager.

Practice Sick Pay

57. In accordance with clause 9 you will be entitled to paid sick leave in any 12 month period in accordance with the following scale:

During the first year of NHS service:	1 month's full pay, and (after completing 4 months' service) 2 months' half pay.
During the second year of NHS service:	2 months' full pay and 2 months' half pay.
During the third year of NHS service:	4 months' full pay and 4 months' half pay.
During the fourth and fifth years of NHS service:	5 months' full pay and 5 months' half pay.
After completing five years of NHS service:	6 months' full pay and 6 months' half pay.

58. Paid sick leave will incorporate any entitlement to SSP.
59. The Practice has the discretion to extend the application of the above scale in an exceptional circumstance. Special consideration will be given to cases of a serious nature, where an extension of the sick leave provisions would materially assist a recovery of health by relieving anxiety.

Special Leave

60. You will be entitled to the paid special leave referred to in section 3(2) of the Whitley Council Handbook, where your absence arises as a result of your duties in the course of your employment or your absence will be during your sessions of work.

Special leave for Domestic, Personal and Family Reasons

61. In each year of employment, you will be entitled to five days paid special leave (pro rata) which can be used for unexpected domestic situations such as bereavement, illness of a dependent or close relative, breakdown in care arrangements of a dependent or to deal with an incident related to a dependent requiring your attention. This is in addition to your statutory entitlement to reasonable unpaid time off to care for dependants in specified circumstances. Unused paid special leave may not be carried over to the following year.

Maternity/Paternity/Adoption/Parental Leave

62. Subject to the “Continuity of Service” provisions in this contract, the provisions contained in the Whitley Council Handbook on maternity, paternity, adoption and parental leave will apply. In the absence of any provisions in the Whitley Council handbook, statutory rights will apply.

Superannuation

63. You may apply to join the NHS pension scheme.

Professional Registration and Medical Indemnity

64. At all times during your employment you must have full registration with the General Medical Council to be provided at your own expense.
65. Membership with a recognised medical defence organisation commensurate with your professional duties. The Practice will reimburse the retaineer for the difference between the fixed annual amount paid to the Retaineer for the professional expenses (see clause 27), and the cost of this membership, where applicable.

66. You must provide the Practice with written confirmation of your registration and membership.

Convictions/offences

67. This employment is exempt from the provisions of the Rehabilitation of Offenders Act 1974. Therefore, you are not entitled to withhold information requested by the Practice about any previous convictions you may have, even if in other circumstances these would be regarded as 'spent' under the Act. Before commencing employment, you must provide the Practice with information about any previous convictions (excluding minor traffic offences) you may have. During the period of your employment you must also immediately disclose to the Practice if you are subject to any criminal or traffic investigations, charges or convictions (excluding minor traffic offences). Failing to provide the required information under this clause is gross misconduct and may result in your dismissal.

Use of Practice facilities.

68. The Practice will provide you with the use of the following equipment in good working order at the surgery premises:

- a. Medical and other equipment, apparatus, instruments and implements customarily used in the exercise of the profession of medicine;
- b. Furniture and things incidental to the exercise of medicine to the profession; and
- c. Appropriate drugs for use for the purpose of home visits.

69. In order to carry out your duties, the Practice will provide you with access to the following services at the surgery premises:

- a. The services of such staff as are usual in the administration of medical practice;
- b. Such material as drugs and supplies that are customarily used in the profession of medicine; and
- c. The services of medical support staff when they are on duty at the surgery premises.

70. You will utilise the facilities in a reasonable and proper manner commensurate with your duties under this contract.

71. The facilities will be available to you during normal surgery hours, except on dates agreed by the Partners to be holidays. You will also have reasonable access to the surgery premises for the emergency treatment of patients.

Prohibited Acts

72. You must not:
- a. Hold yourself out to be in partnership with the partners of the Practice;
 - b. Pledge the credit of the partners;
 - c. Do anything that would bring the reputation of the Practice into disrepute.

Transport

73. If you are required to have or use a motorcar in the course of your employment you must:
- a. Have a current driving licence; and
 - b. Comply with the legal requirements to have motor vehicle insurance.

Note: You must notify your insurance company that you intend using your motor vehicle for business purposes; otherwise your insurance cover may be inadequate.

74. You must produce confirmation that you have met the above requirements as requested to do so by the Practice, where upon the practice will reimburse you for that portion of insurance related to business use.

Disciplinary and Grievance Procedures

75. The Practices disciplinary and grievance procedures will apply. The procedures can be obtained from the Practice Manager. You are entitled to be accompanied to a disciplinary or grievance hearing by a BMA official, or fellow worker, or representative of your choice.

Investigation of Complaints

76. You must reasonably co-operate in the investigation of any complaints made against the Practice during your employment. This obligation continues following termination of employment. You will be given full access to relevant manual and computerised records in order to co-operate with the investigation of complaints and the Practice will fully involve you in the investigation of any complaint that relates to or involves you.

Notice

77. Three months written notice is required by either party to terminate employment. This does not prevent either party terminating employment immediately without notice where entitled to do so by law.

78. You may agree in writing with the Practice to waive or vary notice of termination or to accept a payment in lieu of notice.

79. On termination of your employment you must return all property belonging to the Practice, including all papers, documents, tapes, discs, keys, computers etc. The Practice will provide you with an undertaking to sign to confirm that all such property has been returned.

80. Your employment will be subject to termination by the Practice without notice if:

- a. your name is removed from the medical register (except under section 30(5) of the Medical Act);
- b. your name has been mandatorily removed from the Primary Medical Service Performers List (previously known as the supplementary list)

Redundancy Compensation

81. Subject to the following clause, in the event you are made redundant, you will be entitled to redundancy compensation calculated in accordance with Section 45 of the Whitley Council Handbook.

82. "Reckonable service" in Section 45 of the Whitley Council Handbook will include:

- a. Your current service with the Practice; and
- b. Your previous continuous service calculated in accordance with the "Continuity of Service" clause in this contract, up to the maximum number of years as contained in Appendix A.

Mediation

83. In the event of a dispute between you and the Practice, both parties may agree to refer the matter to a mediator for mediation.

Definitions

FTE	Full-time equivalent, which is 37.5 hours
GMS Regulations	National Health Service (General Medical Services) Regulations 1992 (or its successor)
PS Regulations	National Health Service (Pharmaceutical Services) Regulations 1992 (or its successor)
Performers List Regulations	National Health Service (Performers Lists) Regulations 2004 (previously know as the National Health Service General Medical Services, Primary Medical Services and Medical Services Supplementary List)
Whitley Council Handbook	Whitley Councils for the Health Services (Britain) General Councils Conditions of Service of Employees within the purview of the Whitley Councils for the Health Services (Great Britain)

Signatories to this Contract:

Signed
For the Practice
Date

Signed
For the Employee
Date

APPENDIX A

Name of Practice:

Name of Employee:

Date of commencement of this Employment (cl 5):

Commencement date of Continuous Service (cl 9):

Place of work (cl 11):

.....

.....

Length of sessions (cl 13):

Under the Retainer Scheme the maximum length of a session is to be not greater than 4 hours and 10 minutes.

Full time is defined as 37.5 hours/9 notional sessions per week.

Annual salary (cl 25):

Retention of fees (cl 35) - The Employee may retain the following fees:

.....

.....

Number of sessions equivalent to a paid off in lieu (cl 53):

Maximum previous continuous service included in the redundancy compensation calculation (clause 82(b)):

APPENDIX B

Induction Period (clause ___)

Your induction period will include the following matters:

- Knowledge of how to use the computer system within the practice so that consultations, prescribing, templates, protocols, mentor, BNF, word processing and internal message systems etc can be accessed and utilised.
- Practice systems for Chronic Disease Management: adding to disease registers, familiarity with recall systems, targets, and team roles in their management.
- Practice procedures for incorporating new disease headings into records (paper or electronic).
- Practice procedure for summarising notes.
- Familiarity with data retrieval where relevant.
- Knowledge of relevant statutory data protection requirements.
- Knowledge of practice repeats prescribing policy and use of practice formulary.
- Familiarity with NHS net where available.
- Familiarity with referral systems used by the practice, main providers and services available, familiarity with Direct Access Booking where available.
- Familiarity with in-house services, e.g. Phlebotomy, ECG etc.
- Knowledge of any special services provided by the practice, e.g. drug dependence, physiotherapy, counselling, chiropody etc.,.
- Knowledge of PCT protocols.
- Knowledge of NSFs.
- Access to Pathology Links where available.
- Practice procedures for actioning results.
- Provided with relevant and necessary telephone contact numbers.
- Awareness of practice appointment systems and on-call arrangements.
- Awareness of internal practice management systems.
- Location of emergency drugs.
- Procedures for reporting significant events.
- Panic button location and protocol for reporting violent incidents.
- Meet other members of the Primary Health Care Team.

[The list is not exhaustive and is meant to be tailored to meet the Retainer Scheme GP's individual requirements]

APPENDIX C

1 Model terms and conditions for salaried GPs employed by both GMS practices and PCOs were published in April 2003 as part of the supporting documentation to the new GMS contract. In accordance with clause 10 NHS Employment is defined as the total periods of employment by a National health Service Trust, Primary Care Trust, Strategic health Authority or Special Health Authority, or any of its predecessors in title of those bodies or the equivalent bodies in Wales, Scotland and Northern Ireland, together with the total periods during which the practitioner provided or performed Primary Medical Services.

2 Notwithstanding clause 1 above, a break in service is disregarded as continuity of service (but not counted as a period of NHS Service) when it falls into one of the following categories:

- a. employment under the terms of an honorary contract;
- b. a period of up to 12 months spent abroad as part of a definite programme of postgraduate training on the advice of the Postgraduate Dean or College or Faculty Advisor in the specialty concerned;
- c. a period of voluntary service overseas with a recognised international relief organisation for a period of 12 months which may, exceptionally, be extended for a further 12 months at the discretion of the employer which recruits the employee on her return;
- d. absence on an employment break scheme in accordance with the provisions of Section 6, part C of the Whitley Council Handbook.
- e. absence on maternity leave (paid or unpaid) while in NHS service.

APPENDIX D

Job Plan

The agreed daily arrangements for your work sessions are as follows:
(Indicate start and finish time of each session)

	AM	PM
Monday		
Tuesday		
Wednesday		
Thursday		
Friday		

Total of Average Weekly Hours

Total of Average weekly Sessions

(Note: It may be appropriate when preparing the job plan to consider whether there are any periods of leave that should be taken into consideration).

APPENDIX E

Duties

It is suggested that the Retainee and employer discuss proposed duties and estimates of the time that would reasonably be taken to perform those duties. It is subject to at least Annual Review and amendment by mutual agreement.

	Hours/frequency
Surgery: Frequency of appointments Number of appointments	
Home Visits (if appropriate and agreed)	
Paper Work/Correspondence/Results	
Team Meetings-Clinical, Practice, PHCT etc,	
Specialist interest area of service provided (if applicable)	
Educational: Debriefing Mentoring and Support	
Sessions of work reserved for CPD	
Private Reports/Medical Insurance etc., (where applicable and where income is retained by the employer)	
On Call Duties (if appropriate and agreed): Consider both frequency and duration.	
Other	
Total	