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|  | **DATED** | **2020** |  |
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|  | | **[INSERT NAME OF EMPLOYER]**  **and**  **[insert name of employee]** | | **(1)**  **(2)** |
|  | | **CONTRACT OF EMPLOYMENT FOR TEMPORARY DUTIES AS A COVID-19 PRACTITIONER** | |  |

This Contract for temporary duties as a Covid-19 Practitioner sets out the terms and conditions of your temporary employment with effect from [     ] and includes the particulars of terms of employment required by the Employment Rights Act 1996.

1. Employer
   1. [ Insert details of employer ] (“Employer”).
2. Employee
   1. [insert name of employee] of [insert address] (“Employee”)
3. Job title and obligations
   1. You are employed as a temporary Covid-19 Practitioner [reporting to [     ]].
   2. The main duties and responsibilities of your role are outlined in the job description at Schedule 1 issued to you on appointment and may also include additional duties determined and agreed by you and your manager in consultation (the “Services”) . Your duties may be changed by agreement from time to time to meet changing circumstances. The job description does not form part of your contract of employment.
   3. You must be fully registered with the General Medical Council and continue to hold an unconditional licence to practise whilst undertaking duties for the Employer. You shall additionally be registered on the Primary Medical Service Performers List.
   4. You may also be required to carry out such additional or alternative activities as may from time to time reasonably be required of you.
   5. You will be honest, open and truthful in all your dealings with patients and the public
   6. You warrant that:
      1. you have the experience and expertise to carry out the duties as set out at Schedule 1;
      2. you will not be in breach of any obligation to any third party as a result of carrying out these duties;
      3. you are not currently engaged in providing services to any third party which conflict with the Employer’s interests. If you are engaged in providing services to a third party which should reasonably be aware has the potential to amount to a conflict, this should be disclosed to the Employer prior to the commencement of this appointment. On receipt of such disclosure the Employer will make a decision as to whether this will affect your appointment;
      4. you will immediately provide written notification to the Senior Partner or equivalent post-holder or their deputy if you become the subject of an investigation by the Police or the GMC; and
      5. you will immediately provide written notification to the Senior Partner or equivalent post holder or their deputy if you become aware of any event or circumstance which may put you in conflict with the Employer.
   7. You are responsible for the way in which the Services are provided although you will endeavour to comply, as far as practicable, with the Employer’s requirements and all relevant organisational policies.
   8. You must act within the scope of your qualifications. Such qualifications will be checked and verified by the Employer.
   9. You will provide the Employer with proof of medical defence indemnity and Hepatitis B immunity upon your Employer requesting this from you.
   10. You will undertake any training necessary to ensure you remain fully skilled to carry out your duties as outlined in Schedule 1. This training will be provided to you by the Employer, save that the Employer will not be responsible for providing you with any additional training required to maintain your CPD and/or professional registration, and such training must be arranged and undertaken by you in your own time and at your own cost.
   11. You will carry out your duties professionally with all due care and to the best of your skill and ability and in accordance with your professional obligations.
   12. You will use your reasonable endeavours not to do anything which is or could be detrimental to the interests of the Employer and those of patients, the public, clinicians and NHS England.
   13. Unless prevented by ill health or accident, and where it is safe to do so, you will carry out your duties with such additional time as may be necessary for their proper performance.
   14. You will notify us of any injury suffered as a result of an accident in the course of carrying out your duties.
   15. You will endeavour to comply with our workplace rules and policies.
   16. You will use our information systems and related hardware and software equipment and machinery only as authorised by us and only for the purposes of carrying out your duties.
   17. You will use your reasonable endeavours to ensure that you are available as much as possible on reasonable notice to provide such assistance or information as the Employer may require.
   18. You will observe and comply with the Employer’s reasonable requirements and instructions, as notified to you from time to time.
   19. Unless you have been specifically authorised to do so by the Senior Partner or equivalent post-holder in writing, you will not have any authority to incur any expenditure in the name of or for the account of the Employer or hold yourself out as having authority to bind the Employer. In particular, you will not sign any documents, enter into any agreement nor make any promises on the Employer’s behalf unless you have the Employer’s written permission to do so.
   20. You will comply with all reasonable standards of safety and comply with the Employer’s health and safety procedures from time to time in force at the premises where you carry out your duties and must immediately report to the Employer any unsafe working conditions.
   21. You shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and you shall comply with the Anti-bribery and Anti-corruption policies of the Employer as may be updated from time to time.
   22. Nothing in this Agreement shall prevent you from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Appointment provided that such activity does not cause a breach of any of your obligations under this Agreement.
4. Date of commencement
   1. Your employment with the Employer commenced on [insert date]. Your employment is for a temporary period, terminable on notice or otherwise as set out in Clause 11 below.

***OR***

Your employment is for a fixed term of [insert period of fixed term] unless terminated in the meantime as provided below in Clause 11.

* 1. Your period of continuous employment (for statutory employment rights purposes) commenced on the commencement date in Clause 4.1 above. No previous NHS employment will be treated as continuous with your employment by the Employer given the temporary nature of these arrangements.

1. Place of work
   1. You will be based at our premises at [     ] but you may be required to work at other locations, which we may reasonably ask you to attend in connection with your duties. You will not be under an obligation to attend a workplace which is either more than 10 miles from your current residence or takes more than 1 hour of travel to reach.
2. Remuneration and expenses
   1. Your hourly rate of pay is £[     ] payable monthly in arrears by direct bank credit transfer three days before the last day of the month or the preceding day where the pay day is a Bank Holiday, Saturday or Sunday.
   2. An uplifted hourly rate of £[     ] will be payable for hours worked during public holidays.

***OR***

You shall be entitled to one day's holiday in lieu of any public holidays that you have worked, such holiday is to be taken at such time as is agreed with your line manager.

* 1. Employees are paid for the contracted hours which they have worked during the calendar month.
  2. You agree that the Employer may at any time deduct from your remuneration or any other sum payable to you in connection with your employment any sum which is owing by you to the Employer at the time such deduction is made whether by reason of any default on your part or otherwise. Such sums include but are not limited to overpayment of salary or expenses, and loans made by the Employer to you. This right is in addition to the Employer’s rights under Clause 9.5 in respect of holidays taken in excess of your entitlement. Before making any deductions, the Employer will send you 14 working days’ written notice, with the amount and reason for the deduction. If the deduction may create financial hardship for you, you may raise this with the Employer who agrees to enter into reasonable discussions in good faith with you to agree a repayment plan.
  3. The Employer will not be obliged to pay you for any period during which it is unlawful (for any reason other than due to the fault of the Employer) for you to continue to perform your normal duties.
  4. The Employer shall reimburse you for all reasonable and out of pocket expenses that you properly incur in carrying out your duties, supported by appropriate receipts, in accordance with the Employer’s Expenses Policy.

1. Working hours
   1. You are required to work a minimum of [ ] hours per week and we shall make sufficient work available to you to enable you to fulfil this minimum obligation for the duration of this contract. You will be entitled to a minimum of 30 minutes to be taken for lunch for a working day of 6 hours or longer. Your hours of work will vary depending upon the operational requirements of the Employer, and will be agreed with you in advance.
   2. We would like you to opt out of the Working Time Regulations. If you agree to opt out of the Working Time Regulations, you will complete and sign the attached opt-out form and provide the Employer with a copy. You may withdraw your agreement to this exclusion by giving the Employer three months’ written notice.
2. Holiday
   1. Subject to Clause 9.8 in addition to the normal English bank and public holidays you will be entitled to [ ] working days’ paid holiday paid at your normal basic rate of pay in each holiday year. The holiday year commences on 1st April.
   2. Your holiday should be taken at such times as may be convenient to the Employer and you must give reasonable notice of proposed holiday dates which must be agreed in advance with your line manager.
   3. You will not generally be permitted to take more than 10 working days’ holiday consecutively at any one time. You will not generally be entitled to take holiday if to do so would mean that on the date the holiday ends you would at that point have exceeded your accrued holiday entitlement calculated in accordance with Clause 9.6.
   4. Without prejudice to your rights under the Working Time Regulations 1998 you may carry forward up to 5 days of unused holiday entitlement into the following holiday year and you are required to take at least four weeks’ holiday in each holiday year.
   5. In the years of commencement and termination of employment your holiday entitlement will be calculated pro rata based on the number of complete weeks you have been employed in the holiday year. Upon termination of employment you shall be entitled to pay in lieu of any outstanding holiday entitlement calculated as set out above unless you are dismissed for gross misconduct when your pro rata entitlement will be calculated based on your holiday entitlement (if any) under the Working Time Regulations 1998.
   6. If on the termination of your employment you have received pay in respect of holiday taken in excess of your holiday entitlement you will be required to repay this sum to the Employer. This sum may be deducted from any monies (including salary) due to you on termination of your employment.
   7. The Employer reserves the right to require you to take any unused holiday during your notice period and for these purposes the requirements of Regulation 15 Working Time Regulations 1998 shall not apply.
   8. If you work fewer than five days a week your entitlement to holiday pay in respect of bank holidays will be calculated pro rata (regardless of the days of the week on which you normally work).
3. Absence from work and sick pay
   1. If you will be absent from work you must inform your line manager by telephone as soon as reasonably possible in line with the Employer’s Absence Policy. If you are absent from work for any reason, any absence must be properly explained. If absent because of illness or you are self-isolating you are required to give details of the nature of the absence and any illness, and any indication that can then be given of your anticipated length of service.
   2. When any period of absence due to illness or injury continues beyond seven calendar days you may be required to obtain a statement of fitness for work (fit note) and to forward this to your line manager. If such absence continues after the expiry of the statement further statements must be obtained as necessary to cover the whole period of absence and forwarded to your line manager immediately on each occasion.
   3. Immediately after return to work following absence for more than three calendar days you may be required to complete a self-certification form detailing the dates and reasons for absence.
   4. Subject to compliance with the above notification, if you are absent on account of illness or injury you will receive Occupational Sick Pay in accordance with the Employer’s occupational sick pay provisions.
   5. Sick Pay shall mean your normal basic rate of pay less any Social Security benefits recoverable by you (whether or not recovered) and shall include any Statutory Sick Pay to which you may be entitled.
   6. “Qualifying Days” for the purposes of Statutory Sick Pay shall mean Monday to Friday in each week.
   7. If your absence is due to the actionable negligence of a third party in respect of which damages are recoverable, then any sick pay you receive (other than Statutory Sick Pay) shall be treated as a loan advanced to you against your entitlement to damages (including interest at such rate as you are entitled to recover in respect of a claim for loss of earnings) and you shall:
      1. notify the Employer immediately of all the relevant circumstances and of any claim, compromise, settlement or judgment made or awarded in connection with it; and
      2. if the Employer so requires, refund to the Employer any amount received by you from any such third party provided that the refund shall be no more than the amount which you have recovered in respect of remuneration (plus interest).
4. Pension
   1. Your employment is pensionable and your salary will be subject to deduction of employee’s pension contributions in accordance with the NHS Pension Scheme, unless you opt out of the Scheme or are ineligible to join. Details of the Scheme are given in the Scheme guide which is enclosed.
5. Notice of termination
   1. Subject to Clauses 4.1 and 4.2, the period of notice to be given in writing by the Employer to terminate your employment is one month.

***OR***

Subject to Clauses 4.1 and 4.2, the period of notice to be given in writing by the Employer to terminate your fixed term employment is one month, but such notice shall not in any event create any obligation to extend beyond the period of the fixed term contract or make any payment in lieu of notice.

* 1. The Employer reserves the right to terminate without notice in the event of gross misconduct.
  2. The period of notice to be given in writing by you to terminate your employment is the same notice period you are entitled to receive under Clause 11.1.
  3. The Employer reserves the right to pay net salary (ie after normal PAYE deductions) in lieu of notice.
  4. At any time during any period of notice of termination given in accordance with Clause 11.1, the Employer shall be under no obligation to assign any duties to you and shall be entitled to exclude you from its premises, but this does not affect your entitlement to receive your normal salary and other contractual benefits. During this period you agree that you are not permitted to work for any person, firm, or Employer or on your own behalf without the Employer’s prior written permission.

1. Employer property and data processing
   1. On termination of your employment with the Employer for whatever reason, or earlier if requested by your Employer, you shall return as soon as reasonably possible and within 5 working days, all correspondence, patient information, documents, papers and other information (on whatever media and wherever located and including any passwords required to access the same) and all other property (including data) belonging to the Employer which may be in your possession or under your control. This includes without limiting the generality of the above laptops, mobile devices, hard drives and storage units. You shall not without the written consent of your line manager retain any copies (in any format). If so requested by your line manager you will sign a statement confirming that you have complied with this requirement.
   2. In accordance with the Employer’s privacy notice for employees, the Employer will hold computer records and personnel files relating to you which contain personal data.  The Employer will comply with its obligations under the General Data Protection Regulation, the UK Data Protection Act 2018 and all other data protection legislation.  The data the Employer holds may include employment application details, references, bank details, performance appraisals, holiday and sickness records, salary reviews and remuneration details and other records, (which may, where necessary, include special category data and criminal offence data relating to your health, data held for ethnic monitoring purposes, and regarding DBS checks).  The Employer requires such personal data for personnel administration and management purposes and to comply with its obligations regarding the keeping of employee records.  The privacy notice sets out the Employer’s legal basis for processing your personal data.  Your rights of access to this data are prescribed by law. The Employer’s data protection policy sets out its obligations under the General Data Protection Regulation, the UK Data Protection Act 2018 and all other data protection legislation.
   3. You must comply with the Employer’s data protection policy at all times and you agree that you will only access the systems, databases or networks to which you have been given authorisation and only for the purposes of your work for the Employer.   The Employer will consider a breach of its data protection policy by you to be a disciplinary matter which may lead to disciplinary action up to and including summary dismissal.  You should also be aware that you could be criminally liable if you disclose personal data outside the Employer’s policies and procedures. If you have any queries about your responsibilities in respect of data protection you should contact the SCCL Data Protection Officer.
2. Confidentiality
   1. As an employee of the Employer you may have access to information, records or data which are confidential or valuable to the Employer or to its patients, commissioners or other contacts. Such information is referred to in these terms and conditions as “Confidential Information”. You must strictly adhere to the applicable GMC Guidance on patient confidentiality.
   2. “Confidential information” includes, amongst other things, information relating to the Employer’s business including details of the Employer’s patients and commissioners, their requirements and the Employer’s terms of business and any financial, marketing, product research and development information, details of existing and former employees and officers as well as any information which you are told is confidential or which the Employer has received in confidence from an outside source.
   3. You must not:
      1. use any confidential information for your own purposes or otherwise than in performing your duties for the Employer; or
      2. disclose or allow any confidential information to be divulged to any person otherwise than in the course of performing your duties for the Employer.
   4. In addition, you must take all reasonable steps to safeguard any confidential information in your possession or control and in particular must take care not to discuss it or reveal it in any public place.
   5. If you rely on any information being publicly available such as in product literature, you must ensure that the information you use or disclose is taken from that public source.
3. Inventions and other intellectual property
   1. You may make or create Intellectual Property Rights in the course of carrying out your duties.
   2. You will immediately disclose to us any Intellectual Property Rights made, created, devised, developed, or discovered by you in the course of or in connection with the provision of the Services (”**Services IP**”) and you hereby assign to us all existing and future Intellectual Property Rights in the Services IP to the fullest extent permitted by law. To the extent that such assignment is ineffective, you agree to hold the legal title in the Services IP on trust for us.
4. Grievance procedure
   1. If you have any grievance relating to your employment you should report these either orally or in writing with your line manager. If the matter is not resolved at this level, an approach should then be made to the next level of management in accordance with the agreed Grievance Policy and Procedure. When attending a grievance meeting you may be accompanied by a fellow employee of your choice or by a representative of your trade union (if any).
5. Disciplinary rules and procedures
   1. Details of the Employer’s Disciplinary Rules and Procedures are available on request to [ ].
   2. If you are dissatisfied with any disciplinary decision or decision to dismiss you should appeal in writing to HR who will refer it to an appropriate member of staff.
   3. In cases where you are being investigated in respect of conduct which could amount to gross misconduct the Employer reserves the right to suspend you on full pay and benefits, while the Employer investigates the alleged offence. During the period of suspension you may be refused access to the Employer’s premises without the consent of the Employer or only allowed access subject to such conditions as the Employer may impose. You may also be prohibited from speaking to other members of staff or only allowed to do so subject to such conditions as the Employer may impose. For the avoidance of doubt, the Employee is entitled to be represented by their trade union and/or defence organisation at all stages of the process.
6. Collective agreements
   1. There are no collective agreements which directly affect the terms and conditions of your employment.
7. Indemnity
   1. The Government risk-backed clinical negligence scheme for general practice (CNSGP) shall apply to the duties you deliver to NHS patients under this Agreement. It covers clinical negligence liability arising from NHS patient care.
   2. You will need to maintain your membership of a medical defence organisation or other indemnity provider for any activities and services not covered by CNSGP.
   3. Should you act outside of your normal scope of practice, the Employer may need to seek recourse to your own indemnity cover for any loss of damage which the Employer may sustain or incur as a result of any unauthorised act or omission.
8. Revalidation
   1. It is the expectation of the Employer that you will already have been assigned a responsible officer for revalidation purposes prior to undertaking the Services. It is your responsibility to ensure that you have a responsible officer. If you believe that it is likely that the Employer will become responsible for your revalidation as a consequence of you undertaking the duties for the Employer, you must inform the Senior Partner or equivalent post holder at the Employer and prior to the Commencement Date.
9. Right to work
   1. Before entering into this Agreement the Employer will require certain documents from you in order to satisfy itself that you are entitled to work in the UK.
   2. You confirm that you are legally entitled to work in the UK without any additional immigration approvals and agree to notify the Employer immediately if you cease to be so entitled to work.
10. DBS checks
    1. You must disclose to the Senior Partner or equivalent post-holder at the Employer any convictions which otherwise would be considered “spent”. Additionally any police arrests, convictions, cautions, court appearances, reprimands and/or final warnings must be disclosed to the Employer.
    2. You may not enter into this Agreement without a satisfactory DBS check.
11. Health Assessment
    1. You are required to notify the Senior Partner or equivalent post-holder at the Employer as soon as possible in relation to any illness or condition which may impact upon the delivery of the Services.
    2. For your own protection and that of patients, you are required to undergo an occupational health assessment or other medical assessment if requested to do so by the Employer. Failure to attend such occupational health or medical assessment may result in the termination of this Agreement.
12. Standards of business conduct
    1. You are required to give maximum care and attention to your work at all times. During your normal working hours and during any additional hours which you may be required to work, you should devote the whole of your time to the discharge of your duties.
    2. In line with the Employer’s policy in relation to Standards of Business Conduct, you must declare any financial interest or relationship that you have that may affect the Employer’s policies or decisions.
13. Employer’s Policies and procedures
    1. Your attention is drawn to the Employer’s employment policies and procedures. You agree to abide by those policies and procedures and understand that failure to do so may result in disciplinary action being taken against you. Details of all employment policies are available on request to [ ].
14. Variation to standard and other terms and conditions
    1. Any variation to this contract must be in writing and signed by both parties.

Schedule 1 – Job Description

For and on behalf of the Employer

Signed

Dated

Employee

I acknowledge receipt of a copy of this contract and accept its terms

Signed

Dated