

SALARIED GP SOUTH OF SKYE PRACTICE TEAM

Information Pack
MS12038176

**APPOINTMENT OF SALARIED GP
INFORMATION PACK**

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Section 1 – Welcome

Introduction

Thank you for your interest in joining NHS Highland. This information package contains details relating to the local area, this post and the Terms and Conditions of Service.

NHS Highland is committed to becoming a learning organisation, recognising that staff require access to opportunities to learn, maintain and develop skills and knowledge, and we recognise the importance of valuing and supporting our staff throughout their time here.

We offer:

- Policies to help balance commitments at work and home and flexible family friendly working arrangements
- Excellent training and development opportunities.
- On-site library services at the Centre for Health Sciences
- Access to NHS staff benefits/staff discounts
- Cycle to Work Scheme
- Excellent student support
- Access to NHS Pension scheme

Recruitment Process

Applicants are expected to make contact with the department before applying and we would **strongly** encourage those that are shortlisted to visit the department prior to interview. The cost of one preliminary visit will be met by NHS Highland.

When organising a visit, candidates must agree appropriate travel and accommodation arrangements with the Medical Staffing Department prior to booking. Expenses will be reimbursed to candidates who are subsequently shortlisted.

Failure to confirm arrangements with Medical Staffing may result in limited reimbursement of expenses.

Department Contact: Mrs Kate Earnshaw, District Manager – Skye, Lochalsh & Wester Ross, 01471 820600 or 07748 761870 or email kate.earnshaw@nhs.scot

Preliminary Visit Expenses: Jackie Sutherland, Medical Staffing Manager
jackie.sutherland@nhs.scot

How to Apply

- Applicants should complete an Application Form on the NHS Scotland National Recruitment portal. <https://apply.jobs.scot.nhs.uk/>. Please note we do not accept CVs.
- All candidates and employees are afforded equal opportunities in the recruitment and selection process and in employment irrespective of their age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.
- Your personal information will not be sent with the application for shortlisting. The application form will be identified by the candidate number only to ensure that no applicant will be unfairly discriminated against.
- NHS Scotland is exempt from the 1974 Rehabilitation of Offenders Act (Exclusions & Exceptions) (Scotland) Order 2003. As part of any offer of employment in regulated work candidates will be subject to Protection of Vulnerable Groups Scheme membership.

Job reference: MS12038176

Closing date: 23rd December 2020

Please contact rosemary.gray2@nhs.scot for any queries regarding submitting your application to the NHS Scotland National Recruitment website.

For further information on NHS Highland, please visit our website on www.nhshighland.scot.nhs.uk

Section 2 – Advert

South Skye Practice Team Salaried GPs in Rural Practice

***FULL TIME 36 hours per week from beginning of March 2021**

We have an exciting opportunity to join our GP team in one of the most beautiful and popular locations in the Highlands of Scotland. Covering South Skye and the Small Isles our rather unique remote and rural practice strives to offer a modern, high standard of medicine while maintaining a traditional family doctor role. Although based in a rural location, we have unparalleled support from visiting consultant clinics and the local hospital on our doorstep – they also cover the GP out of hours access. We are looking for flexible ways to balance the work and life style choices that many professional people are looking for nowadays. Hours can be altered for the right candidate. In South Skye, we work from two modern medical centres in Broadford and Sleat (where we have a dispensary) covering approximately 2700 patients. Being a small practice gives us the privilege to get to know most of our patients well. Our multidisciplinary team consists of salaried GPs, (3 ½ whole time equivalents) visiting Advanced Nurse Practitioners, Community Pharmacist and Direct Access Physio, Practice Nurse and part time Health Care Assistant, together with an experienced admin and reception staff team. Our practice team is supported by an excellent community nursing team, including a MacMillan Specialist Nurse. We are a close knit team and as well as our regular practice meetings we enjoy meeting for lunch every day and the close proximity of the community hospital with inpatient beds. Although we are a Salaried practice we feel we are fully supported by NHS Highlands in changing and shaping patient care.

GPs have a 9 hour day starting at 9am as there is no out of hour's commitment. We are an unusual Practice being able to give the luxury of time to our patients, offering 15 minute appointments in both morning and afternoon surgery, having only 8-10 patient contacts each session. We are therefore able to give high quality care to our patients, and a high level of job satisfaction to our doctors. You will ideally be experienced in skills such as pre-hospital care, ALS, PLS and palliative care.

Since 2014 we have also been providing medical services to the remote Small Isles, with one of our doctors travelling out to the islands on an NHS chartered boat on two days per week, which then waits for us whilst we see our patients. We hope you would want to be part of the rota going out to the islands. The Small Isles has 164 patients covering Eigg, Rum, Muck and Canna. First Responders and health & social care co-ordinators support the GP team together with a dedicated new health centre and practice manager based on Eigg.

Becoming part of this prestigious and innovative team will offer you the exciting opportunity to work in a variety of stunning locations and embrace the unique challenges and opportunities presented by rural practice. You will be working as part of an extended team of professionals including the Scottish Ambulance Service, RNLI Coastguards, Fire and Rescue Services and Mountain Rescue.

With its link to the mainland by bridge, the Isle of Skye is accessible and offers a huge range of outdoor sporting activities, eating options including Michelin star restaurants, art events and great primary schools and Secondary education. Wildlife is in abundance, with regular sightings of dolphins, Sea and Golden Eagles, otters and whales.

Whether you are currently coming towards the end of your training, looking for a rewarding career opportunity, or a 'taster' period in remote and rural healthcare before making more permanent career choices, please contact us for an informal chat, to find out more about this exciting team and discuss this opportunity.

Informal enquiries will be welcomed by:

Mrs Kate Earnshaw, District Manager for Skye, Lochalsh and Western Ross (01471 820600 or 07748761870 or email kate.earnshaw@nhs.scot)

Dr Julie Kermorgant, GP South Skye Practices (01471 822460 or email julie.kermorgant1@nhs.scot)

Dr Sarah Elliott, GP South Skye Practices (01471 822460 or email sarah.elliott8@nhs.scot)

Closing date for completed applications: 23rd December 2020

Section 3 – Job Information

Job Description: Salaried GP

Responsible to:

Clinical Director, North & West Operational Unit (Clinical)

District Manager supported by Primary Care Manager and Site Practice Manager (Administrative)

Job Summary:

The post holder is responsible for providing safe, effective and efficient primary care medical services to patients of South Skye. To work with the South Skye team and associated PMS practices to ensure the achievement of NHS Highlands aims and objectives and to ensure the efficient and effective running of the service as a whole. To ensure excellent patient care and continuous quality improvement.

Key Responsibilities:

Following NHS Highland policies, protocols and guidelines, duties will include:

Clinical:

1. Taking clinical responsibility for registered patients and maintaining appropriate records of treatment given and services provided following GMC guidance and good clinical practice.
2. Offer and carry out consultations and where appropriate, physical examinations for the purposes of identifying and reducing the risk of illness, disease or injury, including immediately necessary, emergency and temporary patients.
3. In accordance with the practice timetable the GP will make him/herself available to undertake a variety of duties including surgery consultations, telephone consultations, Duty doctor responsibilities, home visits and Care Homes, checking and signing prescriptions, dealing with queries and paperwork (including Docman) and correspondence in an efficient and timely manner
4. Give advice to patients on general health matters including alcohol, smoking, misuse of drugs etc
5. Offer and provide immunisations as appropriate
6. Arrange for the referral of patients, as appropriate using SCI-Gateway
7. Provide family planning and contraceptive services
8. Compiling and issues computer generated prescriptions in accordance with the NHS Formulary and guidelines whenever this is clinically appropriate.
9. Carry out and review medication prescribing
10. Participate in child health surveillance and child immunisation programme
11. Provide maternity medical services and minor surgery services where appropriate, where GP meets local eligibility criteria
12. Actively participate/ cooperate in the management arrangements of the practice and in the work of the primary healthcare team
13. Participate in the effective and efficient management of chronic diseases
14. Maintain appropriate levels and means of communication with other agencies for whom care is being given to the patient for whom the practice is responsible.
15. Working supportively alongside clinical and administrative colleagues in ensuring the highest standard of care for all Practice patients.
16. Maintain accurate, contemporaneous and correctly coded records to relevant professional and practice standards and guidelines.
17. Care Homes – Provide appropriate GMS Care to patients in Care Homes by telephone and visiting as clinically required.
18. Community Hospitals (where appropriate) – in conjunction with nursing and AHP staff provide
19. community hospital inpatient care as required to agreed NHS Highland standards of clinical care and governance.

Teaching and training:

1. Participate in the GP Appraisal and revalidation process
2. Participate in the educational and training events.
3. If appropriate participate in teaching in attached practices
4. Contribute to the development of the South Skye Team and support the education of other team members

Communication:

1. Communicate effectively with clinical and non-clinical colleagues to ensure the smooth running of the service
2. Liaise with members of the primary health care team, integrated team, hospitals and other agencies to ensure appropriate care is provided to patients.
3. Communicate effectively with patients and carers, recognising their needs for alternative methods of communication
4. Demonstrate sensitive communication styles to ensure patients are fully informed and consent to treatment.
5. Communicate difficult and often unpleasant or sensitive messages to patients and families
6. Participate in meetings as required

Organisation and Quality:

1. Recognise and work within own competence and the professional code of conduct for doctors as set out by the GMC
2. Must be included on NNSH Performers list and registered with the GMC. Must be a member of a recognised medical defence society.
3. Following NNSH policies including Security and Information governance
4. Deliver administrative tasks promptly and efficiently
5. Prioritise and manage own and others workload in a manner that maintains and promotes high service and quality standards to ensure effective time management within the team
6. Deliver care to local and national standards including SIGN Guidelines, GMS contract guidance, Highland Formulary, Highland Shared Clinical Guidelines and evidence based care
7. Evaluate the quality of the work of self and team, using the audit cycle when appropriate and implementing improvements where required.
8. Participate in quality improvement initiatives, including Highland Quality Approach, Scottish Patient Safety Programme – Primary Care initiatives, Significant Event Analysis, peer review and review of complaints. Cooperate fully and openly with the investigation of patient complaints (or other investigations) including drafting responses to complaints as appropriate
9. Support and work towards the achievement of national and local standards,
10. Support the aims and objectives of the organisation and contribute to the ongoing development of the service as required.

Teamwork:

1. Work as an effective and responsible team member, supporting other members of clinical and non clinical staff in a flexible and approachable manner
2. Understand own role and scope within the organisation and identify how this may develop over time
3. Participate in team activities that create opportunities to improve patient care
4. Lead or participate in projects or areas of work as required.

Information Technology:

1. Review, enter and process data using accurate Read codes and good record structure in order to ensure easy and accurate information retrieval for monitoring, financial and audit processes.
2. Timely assessment of incoming electronic and paper correspondence relating to patient and non patient information as required using DOCMAN.
3. Understand and follow the requirements of confidentiality (including the Data Protection Act) and the Freedom of Information Act and to refer on any queries as appropriate.
4. Follow individual practice and NHS policy regarding the use of email and computer tasks as the main internal method of non-verbal communication and the use of the intranet and internet as the main source of internal and external information, including the retrieval of relevant information for patients on their condition.
5. Maintain knowledge and skills in the use of technology including Vision and Docman.

Equality and Diversity:

1. Act as a role model in the observance of equality and diversity good practice
2. Act in a way that recognise the importance of peoples rights, interpreting them in a way that is consistent with procedures
3. Respect the privacy, dignity and beliefs of patients, carers, visitors and co-workers. They must be treated equally irrespective of gender, ethnic origin, age, disability, sexual orientation, religion etc
4. Follow the NHS chaperoning policy
5. Be aware of statutory procedures, local guidance and referral criteria regarding protection of children and vulnerable adults. Follow the guidance and policies and take action in an appropriate manner.

Health, Safety and security:

1. Apply infection control measures according to local and national guidelines
2. Use the personal security systems according to guidelines
3. Follow health and safety policies and guidelines, including fire procedures and those pertaining to clinical areas of risk. Use safe working procedures and report incidents using the DATIX system.
4. Monitor work areas and practices to ensure they are safe and free from hazards and conform to health, safety and security legislation, policies, procedures and guidelines.

Other:

1. Give good and regular attendance
2. Maintain a tidy and organised work areas
3. Any other duties as requested, including covering for absent colleagues

Section 4 – Person Specification

Essential Criteria - these are attributes without which a candidate would not be able to undertake the full remit of the role. Applicants who do not clearly demonstrate in their application that they possess the essential requirements will normally be eliminated at the short listing stage.

Desirable Criteria - these are attributes which would be useful for the candidate to hold. When short listing, these criteria will be considered when more than one applicant meets the essential criteria.

Requirement	Essential	Desirable
1. Qualifications	<ul style="list-style-type: none"> • MB ChB • Full GMC Registration with a licence to practice • General Practice Vocational/ Specialty Training Certificate • Eligible for inclusion in the Primary Care performers list for NHS Highland. 	BASICS training
2. GMC/Specialist Registration	<ul style="list-style-type: none"> • On the GMC GP Register 	
3. Clinical Experience	<ul style="list-style-type: none"> • General practice care of patients 	Experience of working as part of a large organisation
4. Teaching & Training	<ul style="list-style-type: none"> • All matters relating to GPVT/GPST • Knowledge and understanding of healthcare issues common in a remote and rural environment 	
5. Team Working & Interpersonal Skills	<ul style="list-style-type: none"> • Self motivated and Enthusiastic • Dependable • Team orientated • Ability to work on own initiative • Focused and proactive • Ability to work effectively under pressure • Competent time management and organisational skills • Excellent interpersonal skills • Evidence of multi-disciplinary team working • Interest and evidence of CPD 	<ul style="list-style-type: none"> • Computer literate • Vision • DOCMAN
6. Other	<ul style="list-style-type: none"> • Current Driving Licence 	

Section 5 – Terms and Conditions

This appointment is offered on the terms and conditions of service of the Salaried GP Contract in accordance with the Hospital Medical & Dental Staff (Scotland) and current General Whitley Council. Further information can be found here: <http://www.msg.scot.nhs.uk/pay/medical>

1. **INTRODUCTION**

This section outlines the terms and conditions of employment for Salaried General Practitioners providing Primary Medical Services. NHS Highland agrees that the Local Medical Committee (LMC) is representative of the GMS GPs and GPs in the area and further agrees that it will consult with the said LMC on all matters affecting the performance of these staff where it is required to do so by any legislation, regulations, guidance, directions or other ordinance. The LMC may have a seat on the Local Negotiating Committee (LNC) established by the BMA.

Your appointment will be subject to the terms and conditions of service of Hospital & Community Medical and Dental Staff (Scotland) and the General Whitley Council conditions of service both as amended from time to time and to terms and conditions agreed locally with the BMA local negotiating committee. Copies of these may be seen at the Board's Personnel Department.

2. **REGISTRATION**

Practitioners holding medical posts must be fully registered medical practitioners with the General Medical Council and their name included in a list in accordance with the National Health Service (Primary Care Services Performers' List) (Scotland) Regulations 2004.

3. **HOURS OF WORK**

- a. Full-time general practitioners will normally be contracted to work for 40 hours per working week ("contracted hours"). The normal working day will be from 9am to 5pm or 9am to 6pm by agreement with your line manager. On-call working periods between 8am – 9am and 5pm to 6pm may be required and if worked will be remunerated at £10 per hour.
- b. A part-time practitioner shall be remunerated on a pro rata basis to a full-time practitioner's salary
- c. Practitioners employed in salaried posts will have the basic rights and protections as the Working Time Regulations provide, as follows:-
 - a working time limit of an average working week of 48 hours a week which a worker can be required to work. The standard averaging period for the 48 hrs week is 17 weeks, but this can be extended to 26 weeks if the workers are covered by one of the "exceptions" or up to 52 weeks under a workforce agreement;
 - a working limit of an average of 8 hours work in each 24 hour period over an averaging period of 17 weeks, which night workers can be required to work;
 - a right for night workers to receive free health assessments;
 - a right to 11 uninterrupted hours rest in each 24 hour period;

- a weekly uninterrupted rest period of 24 hours or one uninterrupted rest period of not less than 48 hours in each 14 day period;
- a right to a minimum 20 minutes' rest break where the working day is longer than 6 hours;

a right to a minimum of four weeks paid leave per year which period is extended by clause 40 of these terms and conditions to a period of 30 working days paid leave per year for full-time practitioners.

4. **ADDITIONAL SESSIONS**

NHS Highland may agree with a practitioner that he or she should undertake work, which is not specified in his or her Job Plan. Any additional agreed work shall be remunerated on a pro rata basis to a full-time practitioner's salary. Any such agreement shall be reviewed when required but at least annually.

5. **REMUNERATION AND SUPERANNUATION**

Salary

The salary for this post is £81,229 to £91,564 per annum (2020/21 rates). A part-time practitioner shall be remunerated on a pro-rata basis to a full-time practitioners salary.

Starting Salary of £81,229 if less than 2 years service,
 £85,011 with more than 2 but less than 6 years service,
 £87,892 with more than 6 and less than 8 years service
 £91,564 with more than 8 years service.

The salary will be paid monthly in arrears by credit transfer, normally on the 27th day of each month. Annual Uplift will be in accordance with the Government's decision of the pay of general practitioners following the recommendation of the Doctor's and Dentist's Review Body.

Superannuation - Auto Enrolment

You will automatically be enrolled in the NHS Pension Scheme from the first day of your employment. Eligible employees will no longer be allowed to opt out of the scheme prior to taking up employment. They must be enrolled in the first instance. If you wish to **opt out** you must obtain the necessary documentation from SPPA (Scottish Public Pensions Agency), either on line at www.sppa.gov.uk or by telephone on **01896 893000**. Further details of the scheme can be found at <http://www.sppa.gov.uk/nhs/home/htm>.

Practitioners members

Tier	Pensionable earnings band in 2017/2018	Contribution percentage rate in 2018/19
1	Up to £16,928	5.2%
2	£16,929 to £22,439	5.8%
3	£22,440 to £27,910	7.3%
4	£27,911 to £51,481	9.5%
5	£51,482 to £73,498	12.7%
6	£73,499 to £114,760	13.7%
7	£114,761 and above	14.7%

Pensionable earnings should be rounded down to the nearest pound.

The above contribution rates will be applicable for 4 years from 1 April 2015 to 31 March 2019 however the earnings bands may be adjusted to reflect any national pay awards.

Fees

Practitioners may not charge fees for work arising within the normal course of their duties except as set out in the Regulations.

Practitioners may not charge fees for issuing any certificates listed in the Regulations. Also provided free of charge (for initial claims and short reports or statements further to certificates, but not for work in connection with appeals and subsequent reviews) are certificates for patients claiming Income support and Sickness and Disability Benefits, including Incapacity Benefit, Statutory Sick Pay, Disability Allowance and Attendance Allowance.

6. **ANNUAL LEAVE**

Full-time practitioners shall be entitled to 6 weeks annual leave per annum. The leave year of practitioners shall run from the practitioners start date in employment. For part time staff leave shall be taken on a pro-rata basis.

7. **PUBLIC HOLIDAYS**

You are entitled to ten public holidays in each year; these are nominated by NHS Highland and for part-time staff entitlement is pro-rata.

There should be no planned work on any public holiday without prior arrangement with the Assistant General Manager.

8. **STUDY LEAVE**

Practitioners are entitled to professional and study leave with pay as set out in these Terms and Conditions of Service. Practitioners are entitled to 2 weeks per annum.

- a. Study leave is granted for postgraduate or continuing professional development (CPD) purposes approved by NHS Highland, and includes study (usually, but not exclusively or necessarily, on a course), research, teaching, examining or taking examinations, visiting clinics and attending professional conferences.
- b. Practitioners are required to comply with the requirements for appraisal and revalidation as may from time to time apply

Conditions

The following condition shall apply:-

- a. where leave with pay is granted, the practitioner must not undertake any remunerative work without the special permission of the responsible employer.

9. **GENERAL**

Practitioners shall notify NHS Highland when they wish to take annual or study leave, and the granting of such leave shall be subject to approved arrangements having been made for their work to be done during their absence. Approval should not be unreasonably withheld. Locums should be employed by NHS Highland where it is not possible for other practitioners to deputise for an absent colleague.

10. **MEDICAL EXAMINATION ON APPOINTMENT**

All appointments are subject to pre-employment health screening/monitoring in accordance with NHS Highland's Policy and Procedure, or the provision of acceptable documentary evidence that there is no infective risk.

11. **CONTRACTUAL DUTIES OF PRACTITIONERS**

Salaried general practitioners will agree with the NHS Highland a Job Plan for the performance of duties under the contract of employment. In exceptional circumstances the practitioner may be required to work at any of the surgery premises in the NHS Highland area and to provide primary medical services to patients of the Practice by way of (inter alia) surgeries, clinics and relevant administrative work together with such other duties as may be required by the NHS Highland in providing such services in accordance with the 1977 Act.

The Practitioner is required to attend and participate in regular Practice Meetings, including those relating to clinical governance issues and relevant NHS Highland Meetings. If these meetings are held outside normal working hours, reasonable notice will be given and payment made on a pro-rata basis to the full-time practitioner's salary adjusted by time off in lieu for such attendance if agreed in advance by NHS Highland.

The Practitioner is also required to participate in and operate clinical governance methods and systems approved by NHS Highland, eg medical audit or quality assurance initiatives. NHS Highland and the Practice undertake to provide access to copies of all local NHS Highland Policies and Procedures, notices or local educational meetings, and professional compendia.

The commitments set out in the Job Plan may be varied with the agreement of the practitioner and NHS Highland. The Job Plan will be subject to review each year and revisions may be proposed by either the NHS Highland or the practitioner, who shall use their best endeavours to reach agreement on any revised Job Plan. Where agreement is not reached, and the NHS Highland notifies the practitioner of its intention to amend the Job Plan, the practitioner may require the proposed amendment to be determined in accordance with the NHS Highland's dispute resolution procedures.

12. **DISCIPLINARY AND GRIEVANCE PROCEDURE**

Practitioners are subject to NHS Highland's Policy and Procedure.

Any grievance relating to their employment should be raised in the first instance with the appropriate General Manager and thereafter in accordance with NHS Highland's Grievance Procedure.

The relevant Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service in Scotland shall apply subject to the disciplinary procedures of NHS Highland as they apply to Medical and Dental Staff or other employees.

13. **EXPENSES – GENERAL PROVISIONS**

Expenses shall be paid at the rates appropriate to all NHS practitioner employees (as per all other NHS employees).

14. **INDEMNITY**

NHS Highland takes responsibility for expenses and damages arising from medical negligence where they, as the employer, are vicariously liable for the acts and omissions of their medical and dental staff. However, the appointee is strongly advised to maintain separate medical defence or insurance cover for all work which does not fall within the scope of the Board's indemnity scheme. Details of which are given in the NHS Circular 1989(PCS) 32, which will be issued to the successful candidate.

15. **DISCLOSURE OF CRIMINAL CONVICTIONS**

Appointment to this post will be made subject to satisfactory screening by Disclosure Scotland. This post is considered to require registration with the Protecting Vulnerable Groups (PVG) Scheme as it involves substantial access to children and / or vulnerable adults. A PVG Scheme Record will contain details of all convictions on record, whether spent or unspent. This means that even minor convictions, no matter when they occurred will be included in the Scheme Record. It may also contain non conviction information held locally by the police, where this is considered relevant to the post.

Following the selection interview only the "successful" candidate will be subject to registration with the PVG Scheme. Offers of appointment will be made subject to satisfactory PVG Scheme screening and medical fitness. Please note that a commencement date will only be issued once this clearance has been received.

16. **JOB SHARING**

Subject to the provisions of these Terms and Conditions of Service where appropriate, arrangements for the Job Sharing of a post in any grade shall be determined in accordance with the provisions of section 11 of the General Whitley Council Handbook and other NHS Highland Policies and Procedures.

17. **LOCUM COVER**

Salaried General Practitioners shall be expected in the normal run of their duties to deputise for absent colleagues in this grade so far as is practicable. When deputising is not practicable approval from the Assistant General Manager or line manager should be sought and the Practice Manager or appropriate board officer (and not the Practitioner) shall be responsible for the engagement of a locum tenens. The Practitioner shall have the responsibility of bringing the need to their notice. The employer shall agree with the Practice, the number of hours required and the type of service to be provided.

18. **OUTSIDE ACTIVITIES AND PRIVATE PRACTICE**

Practitioners may undertake private practice or other work, provided that it does not conflict with their Job Plan, and save by mutual agreement is not undertaken during the contracted hours. Income derived from agreed private practice will in the first instance be payable to NHS Highland with the Practitioner responsible for claiming up to two thirds of this income back from NHS Highland on an annual basis

Lecture Fees (additional to those stated in the agreed Job Plan)

- a) Where a Practitioner gives a lecture on a professional subject for which a fee is payable and the lecture is given in or substantially in contracted hours, the fee shall be paid directly to NHS Highland or on receipt by the Practitioner remitted to NHS Highland. If a fee is payable for a lecture given substantially outside contracted hours the fee which may be retained by the Practitioner.

Publications, Lectures, etc

- b) A Practitioner shall be free, without prior consent of NHS Highland, to publish books, articles, etc and to deliver any lecture or speech, whether on matters arising out of his or her NHS service or not provided that the work is not undertaken during contracted hours.

19. **SICK LEAVE**

The conditions of service provide for the operation of a scheme related to length of service. For all sick leave absences, you must inform the Line Manager as soon as possible on the first day of absence, or before, if possible. If an absence because of sickness continues beyond the third calendar day, a Self Certificate must be completed for the first seven consecutive days of absence and should be forwarded to the Lead Clinician. For absences of more than 7 days a Medical Certificate from a General Practitioner is required and should be forwarded at the earliest opportunity.

- A Practitioner absent from duty owing to illness, injury or other disability shall be entitled to receive an allowance in accordance with the NHS scale contained in paragraph 225 of the Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service in Scotland.
- The rate of allowance, and the period for which it is to be paid in respect of any period of absence due to illness, shall be in accordance with paragraphs 225-244 of the Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service in Scotland.
- Practitioners are entitled to be paid during periods of incapacity for work due to illness or injury in accordance with NHS Highland's occupational sick pay scheme.

20. **LEAVE FOR SPECIAL PURPOSES**

Special Leave with and without pay

The provisions of Section 3 of the General Whitley Council Handbook shall apply, with the following qualifications:

- *Attendance at court as a witness* - for Practitioners attending court as medical or dental witness such attendance is governed by paragraphs 30 – 37 and 40 –42 of Section 3.
- **Maternity/Paternity Leave** - the provisions of NHS Highland Maternity Policy in line with Section 6 of the General Whitley Council Handbook shall apply.
- ***Special Leave for domestic, personal & family reasons (to include Parental Leave)*** - the provisions of Section 12 of the General Whitley Council Handbook shall apply along with local policies and procedures.

21. **TERMINATION OF EMPLOYMENT**

Period of Notice

The agreed minimum period of notice by both sides shall be three months.

Application of minimum periods

These arrangements shall not prevent:

- NHS Highland or a practitioner from giving, or agreeing to give, a longer period of notice than the minimum.
- both parties to a contract agreeing to a period different to that set out;
- either party waiving its rights to notice on any occasion, or accepting payment in lieu of it; or
- either party treating the contract as terminable without notice, by reason of such conduct by the other party as enables it so to treat it at law.

Dismissal

This agreement shall be subject to termination forthwith by NHS Highland (in line with employment procedures) if the Practitioner;

- has his/her name removed from the medical register (except under Section 30(5) of the Medical Act 1983)'
 - conducts him/herself in a manner which results in his/her name being suspended from the Medical Register (except under section 30(5) of the Medical Act 1983 (whereby medical practitioners who have been written to at a certain address by the Register but no answer has been received from that address for six months, are erased from the Medical Register.
 - has his/her name removed or suspended from a list maintained under the GMC GP Register or the Performer's List.
 - commits any gross or persistent breaches of the practitioners obligations under this Agreement and such a power of determination shall be exercisable notwithstanding that on some earlier occasion NHS Highland may have waived or otherwise failed to exercise its rights to termination under this clause
- or
- Is guilty of illegal substance abuse or habitual insobriety.

In considering the conduct of the practitioner with regard to the provisions of clause 36(iv) NHS Highland shall have regard to the guidance contained in the General Medical Council's "Good Medical Practice" and NHS Highland's Calling to Account Policy relating to the conduct of practitioners.

22. **MISCELLANEOUS**

a) Resources

Subject to the terms of this Agreement, where the Practitioner is employed to work in a Practice(s), NHS Highland will use it's best endeavours to ensure that the Practice(s) shall provide for use at the surgery premises and maintain in good and substantial repair and condition, the under-mentioned equipment which is hereinafter referred to as "the equipment" (but excluding the personal equipment of the practitioner)

- i) Medical and other equipment, apparatus, instruments and implements customarily used in the exercise of the profession of general medical practice;
- and
- ii) All other furniture and things incidental to the exercise of the profession of medicine;

The items referred to in paragraph 21i and 21ii above having been identified by the Practice(s) to the practitioner on the effective date of their appointment.

Subject to the terms of this Agreement NHS Highland will endeavour through the Practice Manager to ensure that the practice(s) shall also provide or make available at the surgery premises which the practitioner is generally required to attend, the under-mentioned services which are hereinafter referred to as the "services":

The services of such staff as are usual for the administration of a general medical practice and assisting a medical practitioner including the maintenance of the accounts and records hereinafter referred to:

- iii) such materials, drugs and supplies as are customarily used in general medical

practice; and

iv) the services of medical support staff when they are on duty at the surgery premises.

The Practitioner shall at all times utilise the facilities in a proper manner and only upon and subject to the Terms of this agreement and shall indemnify NHS Highland against all costs of any repair or replacement of equipment occasioned by any negligent act and/or omission by the Practitioner

Outside normal surgery hours the Practitioner shall have reasonable access to the surgery premises.

b) Personal Property

NHS Highland accepts no responsibility for damage to or loss of personal property, with the exception of small valuables handed to its officials for safe custody. Practitioners are therefore recommended to take out an insurance policy to cover personal property.

23. APPLICATION OF GENERAL WHITLEY COUNCIL HANDBOOK

The provisions of Sections 7 (Equal Opportunities), 8 Harassment at Work, 9 (Child Care), 10 (Retainer Schemes) subject where appropriate to the particular provisions of the Doctors' and Dentists' Retainer Schemes set out in Annex B of PM(79)3 and EL(90)222 respectively, 27 (Reimbursement of telephone expenses), 33 (Dispute Procedures), 41 (Health Awareness for NHS Staff), 45 (Arrangements for redundancy payments), 52 (Position of Employees elected to Parliament), 53 (Membership of Local Authorities), 54 (Payment of Annual Salaries), 59 (NHS Trusts – Continuity of Service), and 61 (Annual Leave and Sick Pay Entitlements on re-entry and entry into NHS employment) of the General Whitley Council Handbook shall apply along with locally agreed Policies and Procedures.

24. DEFINITIONS

- 1977 Act means the National Health Service Act 1977 as the same may be amended, supplemented or modified from time to time.
- 1997 Act means the National Health Service (Primary Care) Act 1997 as the same may be amended, supplemented or modified from time to time.
- Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service in Scotland. means the Whitley Council Terms and Conditions of Service for Hospital Medical and Dental Staff and Doctors in Public Health Medicine and the Community Health Service, September 2002 edition (last updated October 2002).
- General Whitley Council Handbook means that the Whitley Councils for Health Services (Great Britain) General Council Conditions of Service.
- Job Plan means a plan identifying the nature and the timing of the practitioners commitments.
- List Regulations means the National Health Service (General Medical Services Supplementary List) Regulations 2001 or any successor regulations which may from time to time be in force including comparable regulations applicable to the provision of personal medical services under the 1997 act.
- NHS Employment means the total of the periods of employment by a National Health Service Trust, Primary Care Trust, Strategic Health Authority or Special Health

Authority, or any of the predecessors in title of those bodies or the equivalent bodies in Wales, Scotland, and Northern Ireland, together with the total number of the periods during which the practitioner provided or performed Primary Medical Services.

- NHS Highland facilities means premises, accommodation, equipment and services provided by NHS Highland.
- Practice means the practice of one or more general practitioners together with others as the case may be providing Primary Medical Services in the area of NHS Highland, together with a Practice providing Primary Medical Services operated by NHS Highland.
- Primary Medical Services means medical services which are either provided as personal medical services pursuant to the provisions of the 1997 Act or general medical services provided pursuant to the provisions of the 1977 Act or any equivalent services provided by NHS Highland.
- Regulations means Regulations and Directions from time to time in force pertaining to the provision or primary medical services.
- Reckonable Service commences from date of appointment to a recognised pre-registration training post.