Section 15: PAYMENTS FOR LOCUMS COVERING MATERNITY, PATERNITY AND ADOPTION LEAVE

General
15.1. Employees of contractors will have rights to time off for ante-natal care, maternity leave, paternity leave, adoption leave and parental leave, if they satisfy the relevant entitlement conditions under employment legislation for those types of leave. The rights of partners in partnerships to these types of leave are a matter for their partnership agreement.
15.2. If an employee or partner who takes any such leave is a performer under a GMS contract, the contractor may need to employ a locum to maintain the level of services that it normally provides. Even if the Board is not directed in this SFE to pay for such cover, it may do so as a matter of discretion. However, if—
(a) the performer is a GP performer; and
(b) the leave is ordinary or additional maternity, paternity leave or ordinary or additional adoption leave,
the contractor may be entitled to payment of, or a contribution towards, the costs of locum cover under this SFE.

Entitlement to payments for covering ordinary or additional maternity, paternity and ordinary or additional adoption leave
[THE PROVISIONS RELATING TO MATERNITY/PATERNITY LEAVE, PATERNITY LEAVE
ARE UNDER REVIEW]
15.3. In any case where a contractor actually and necessarily engages a locum (or more than one such person) to cover for the absence of a GP performer on ordinary or additional maternity leave, paternity leave or ordinary or additional adoption leave, and—
(a) the leave of absence is for more than one week;
(b) the performer on leave is entitled to that leave either under— (i) statute;
(ii) a partnership agreement or other agreement between the partners of a partnership; or

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(iii) a contract of employment, provided that the performer on leave is entitled under their contract of employment to be paid their full salary by the contractor during their leave of absence;

(c) the locum is not a partner or shareholder in the contractor, or already an employee of the contractor, unless the performer on leave is a job-sharer; and

(d) the contractor is not also claiming another payment for locum cover in respect of the performer on leave pursuant to this Part,

then subject to the following provisions of this Section, the Board must provide financial assistance to the contractor under its GMS contract in respect of the cost of engaging that locum (which may or may not be the maximum amount payable, as set out in paragraph 15.5).

15.4. The Board must consider whether or not it is or was in fact necessary for the contractor to engage the locum, or to continue to engage the locum and have regard to the following principles—

(a) it should not normally be considered necessary for the contractor to employ a locum if the performer on leave had a right to return but that right has been extinguished; and

(b) it should not normally be considered necessary for the contractor to employ a locum if the contractor has engaged a new employee or partner to perform the duties of the performer on leave and it is not carrying a vacancy in respect of another position which the performer on leave will fill on his return.

Ceilings on the amounts payable

15.5. The maximum amount payable under this Section by the Board in respect of locum cover for a GP performer is—

(a) in respect of the first two weeks for which the Board provides reimbursement in respect of locum cover, £982.92 per week; and

(b) in respect of any week thereafter for which the Board provides reimbursement in respect of locum cover, £1,506.15 per week.

Payment arrangements

15.6. The contractor is to submit claims for costs actually incurred after they have been incurred, at a frequency to be agreed between the Board and the contractor, or if agreement cannot be reached, within 14 days of the end of the month during which the costs were incurred. Any amount payable falls due 14 days after the claim is submitted.

Conditions attached to the amounts payable

15.7. Payments or any part of a payment under this Section are only payable if the contractor satisfies the following conditions—

(a) if the leave of absence is maternity leave, the contractor must supply the Board with a certificate of expected confinement as used for the purposes of obtaining statutory maternity pay, or a private certificate providing comparable information;

(b) if the leave of absence is for paternity leave, the contractor must supply the Board with a letter written by the GP performer confirming prospective fatherhood and giving the date of expected confinement;

(c) if the leave of absence is for adoption leave, the contractor must supply the Board with a letter written by the GP performer confirming the date of the adoption and the name of the main care provider, countersigned by the appropriate adoption agency;

(d) the contractor must, on request, provide the Board with written records demonstrating the actual cost to it of the locum cover; and

(e) once the locum arrangements are in place, the contractor must inform the Board— (i) if there is to be any change to the locum arrangements; or
(ii) if, for any other reason, there is to be a change to the contractor’s arrangements for performing the duties of the performer on leave,

at which point the Board is to determine whether it still considers the locum cover necessary.

15.8. If the contractor breaches any of these conditions, the Board may, in appropriate circumstances, withhold payment of any sum otherwise payable under this Section.