

DATED

AFFILIATION AGREEMENT FOR LOCUM WORKERS

DRAFT

This agreement is dated (Date)

Between

KERNOW HEALTH CIC incorporated and registered in England and Wales with company number 07551978 whose registered office is at 1st Floor Cudmore House, Oak Lane, Truro, Cornwall, United Kingdom, TR1 3LP (**Kernow Health**)

And

(Individual) of (Address) (**Locum Worker**)

Agreed Definitions:

Assignment: an individual shift or grouping of shifts at the same Practice made available to the Locum Worker via the Lantum Platform (uploaded as a single Assignment)

Bank Worker: a Casual Worker or a Locum Worker

Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, patients, products, affairs and finances of the Practice or Kernow Health for the time being confidential to the Practice or Kernow Health and trade secrets including, without limitation, technical data and know-how relating to the business of the Practice or Kernow Health or any of their suppliers, patients, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Casual Worker creates, develops, receives or obtains in connection with the Assignment, whether or not such information (if in anything other than oral form) is marked confidential.

Cornwall General Practice Staff Bank: a pool of Bank Workers

Gross Hourly Rate: The hourly rate that includes on costs associated with NI, Tax and Pensions. This is normally provided where the hourly rate is offered to a Locum Worker which is inclusive to enable the Locum Worker to pay these themselves. For Casual Workers the net payment will be received in a consolidated monthly payment as Kernow Health pays the employee on costs on the Casual Worker's behalf (PAYE).

Lantum Platform: the online workforce management platform operated by Lantum Limited.

Locum Worker: individuals who are self-employed or provide their services through a personal services company and who are approved by Kernow Health to provide services to Practices via the Lantum Platform to the Kernow Health General Practice Staff Bank.

Rate of Pay: the rate of pay that will be paid to the Locum Worker for each Assignment as agreed with the Practice on the Lantum Platform. Such rate will be paid for each hour worked during an Assignment monthly in arrears, subject to any deductions that Kernow Health is required to make by law and to any deductions which the Locum Worker has specifically agreed can be made.

Rocket Pay: Lantum's next working day payment service, once an invoice has authorisation from the Practice. This service costs minus 1.5% of the total invoice.

STREAM (soon to be renamed PITCH) run by the CCG: An electronic based system for recording excellence, issues, concerns or patient safety incidents.

This agreement sets out the terms of use for the Cornwall General Practice Staff Bank and how Kernow Health in conjunctions with Practices, wish the General Practice Staff Bank to operate. By signing this agreement you agree to operate within these terms.

1. Introduction

- 1.1 Kernow Health has facilitated the building of a General Practice Staff Bank in Cornwall in partnership with Lantum Ltd and all booking and invoicing is carried out via the Lantum Platform.
- 1.2 Agreement to these terms permits joining of the Kernow Health General Practice Staff Bank as a Locum Worker. This can be undertaken either as an individual or as a personal services company.
- 1.3 This agreement should be read in conjunction with the Lantum Terms.
- 1.4 For the avoidance of doubt, there is no contractual arrangement between Kernow Health and the Locum Worker.

2. Account creation and availability for work

- 2.1 All Locum Workers that wish to join the Cornwall General Practice Staff Bank must have signed this agreement in order to access the Lantum Platform and to create an account affiliated to the Cornwall General Practice Staff Bank. The access will enable the Locum Worker to upload a personal profile. The profile must detail any specific competencies where applicable to enable practices to book someone with the right skills to complete an Assignment.
- 2.2 All Locum Workers are encouraged to regularly upload their availability for work on the Lantum Platform in order for practices to plan cover or specific clinics in advance.

3. Locum Worker Obligations

- 3.1 The Locum Worker is not obliged to accept any Assignment. If the Locum Worker does accept an Assignment, the Locum Worker shall:

- a) Co-operate with the Practice's reasonable instructions and accept the direction, supervision and control of any responsible person in the Practice's organisation;
 - b) Observe any relevant rules and regulations of the Practice's organisation (including normal hours of work) of which the Locum Worker has been informed or of which the Locum Worker should be reasonably aware;
 - (c) Co-operate with the completion and renewal of all mandatory checks;
 - (d) Where the Assignment involves working with any Vulnerable Persons, provide copies of any relevant qualifications or authorisations including an up-to-date Disclosure and Barring Service certificate and two references which are from persons who are not related to the Locum Worker;
 - (e) Take all reasonable steps to safeguard their own health and safety and that of any other person who may be present or be affected by their actions on the Assignment and comply with the health and safety policies of the Practice;
 - (f) Not engage in any conduct detrimental to the interests of Kernow Health or the Practice;
 - (g) Comply with all relevant statutes, laws, regulations and codes of practice from time to time in force in the performance of the Assignment and applicable to the Practice's business, including without limitation, any equal opportunities or non-harassment policies.
- 3.2 If the Locum Worker is unable for any reason to attend work during the course of an Assignment, they should inform the Practice as soon as reasonably practical to enable alternative arrangements to be made.
- 3.3 If either before or during the course of an Assignment, the Locum Worker becomes aware of any reason why they may not be suitable for an Assignment, they shall notify the Practice without delay.

4. Recruitment Authorisation

- 4.1 The Locum Worker is responsible for uploading any supporting documentation onto the Lantum Platform, including DBS, Passport, Referees and CV. This documentation is available for Practice Managers to view and download for their records.

5. HRMC tax returns

- 5.1 As a Locum worker you are self-employed or working for a personal services company, the Locum Worker is responsible for managing their tax returns, completing self-assessments and making any payments due. Guidance and information on completing self-assessments or setting yourself up as a company with HMRC is available on our website <https://cornwallcepn.co.uk/general-practice-staff-bank/>

6. Remuneration and hours of work

- 6.1 The Rate of Pay will be advertised by the receiving practice, in accepting the shift via the Lantum Platform the Locum Worker agrees to the rate of pay. The rate advertised is normally the gross hourly rate. For the avoidance of any doubt the Locum Worker is advised to contact the assignment owner directly for clarification.
- 6.2 NHS Pension is payable only for General Practitioner Locum workers, this must be notified via the Lantum Platform. All other Locum workers must make their own pension arrangements where required.
- 6.3 The hours of work are agreed by the Locum Worker and the Practice on the Lantum Platform.
- 6.4 Any additional hours worked will need to be agreed and added to the timesheet and authorised by the practice.
- 6.5 Locum Workers should not accept Assignments which would result in exceeding the 48 hour working week average under the Working Time Regulations 1998.
- 6.6 Once a timesheet has been authorised by a practice the invoice can be raised on the Lantum Platform in order for remuneration as agreed to be paid to the Locum Worker.
- 6.7 There is an option via Lantum for the Locum Worker to receive 'Rocket Pay' please see Lantum's Terms and Conditions for more details.

7. Travel

- 7.1 In order to encourage travel to more remote practices, mileage payment is paid by the Practices where a Locum Worker agrees to work more than 25 miles away from their home, (50 miles round trip). This must be agreed at the time the shift is accepted and specified on the booking details. Payment is made at the rate of 45p per mile for any miles travelled in excess of 50 miles in a round trip and timesheets must include details of any claims for travel.
- 7.2 Where the Locum worker undertakes an Assignment which involves more than 1 hour travelling to reach the Assignment, payment will be made at the hourly rate of pay agreed for the Assignment, in excess of the first 60 minutes per journey. Any additional time for travel must be claimed on the Lantum Platform and authorised by the Practice before payment is made to the Locum Worker.

8. Invoicing

- 8.1 All invoicing will take place between the Practice and the Locum Worker via the Lantum Platform. Payment is received from Lantum. Any Rocket pay arrangements are agreed between the Locum worker and Lantum. Any disputed invoices must be resolved in line with Lantum Terms and Conditions.

9. Indemnity

- 9.1 Indemnity is provided by the Crown Indemnity, Clinical Negligence General Practice Scheme (CNSGP), however, it is the responsibility of the Locum Worker to ensure that they have sufficient indemnity cover for the work they undertake.

10. Feedback

- 10.1 Feedback is requested through the Lantum Platform on all Bank Workers on completion of a shift.
- 10.2 Where feedback provides sufficient grounds for removal or suspension from the Cornwall General Practice Staff Bank or there is a Safeguarding concern raised and that Bank Worker is employed by a Practice, Kernow Health will inform that practice as soon as is practicable.
- 10.3 If a Locum Worker has seen excellence, anything of concern, issues or patient safety incidents within the practice they are working in, this can be raised via STREAM (soon to be renamed PITCH) run by the CCG.
- 10.4 Where the Locum Worker has a serious concern about the practice where they have been assigned, they may raise these concerns via the Practice's or Kernow Health's whistleblowing policy.

11. Complaints

- 11.1 Feedback on a Locum Worker will be provided by the practice following the completion of every Assignment, via the Lantum Platform. If a complaint is made by the Practice to Kernow Health who will take appropriate steps to resolve any issues, which may include suspension or removal from the General Practice Staff Bank.

12. Confidentiality

- 12.1 In order to protect the confidentiality of Kernow Health and the Practice, the Locum Worker agrees not at any time:
- (a) whether during or after an Assignment (unless expressly so authorised by the Practice or Kernow Health as a necessary part of the performance of their duties), to disclose to any person or to make use of the Confidential Information of the Practice or Kernow Health; or
 - (b) to make any copy, abstract or summary of the whole or any part of any document or other material belonging to the Practice or Kernow Health except when required to do so in the course of the Locum Worker's duties under an Assignment, in which circumstances such copy abstract or summary would belong to the Practice or Kernow Health, as appropriate.
- 12.2 The restriction in clause **12.1** does not apply to:
- a) any use or disclosure authorised by the Practice or Kernow Health or as required by law a court of competent jurisdiction or any governmental or regulatory authority;

- b) any information which is already in, or comes into, the public domain otherwise than through the Locum Worker's unauthorised disclosure; or
- c) the making of a protected disclosure within the meaning of section 43A of the Employment Rights Act 1996.

12.3 At the end of each Assignment or on request the Locum Worker agrees to deliver up to the Practice all documents (including copies), ID cards, swipe cards, equipment, passwords, pass codes and other materials belonging to the Practice which are in the Locum Worker's possession, including any data produced, maintained or stored on the Practice's computer systems or other electronic equipment.

13. Data protection

- 13.1 Data is collected and processed in relation to the Locum Worker in accordance with the Lantum terms.
- 13.2 The Locum Worker must comply with the data protection policy of the Practice they are working at when handing personal data.
- 13.3 Failure to comply with the appropriate policies may result in suspension or removal from the General Practice Staff Bank.

Signed by (Name)

For and on behalf of Kernow Health CIC

Date:

Signed by (Name of Locum Worker)

Date: