PUBLIC RECORD

Dates: 06/11/2023 - 21/11/2023

Medical Practitioner's name:	Dr Amer QAYYUM
GMC reference number:	7043014
Primary medical qualification:	MB BS 2009 University of Newcastle upon Tyne

Type of case	Outcome on facts	Outcome on impairment
New - Misconduct	Facts relevant to impairment found proved	Not Impaired

Summary of outcome

No action (warning not considered)

Tribunal:

Legally Qualified Chair	Ms Joanne Shelley
Lay Tribunal Member:	Mr Stephen Chappell
Medical Tribunal Member:	Dr Frances Burnett

Tribunal Clerk:	Miss Racheal Gill

Attendance and Representation:

Medical Practitioner:	Present, represented
Medical Practitioner's Representative:	Ms Leanne Woods, Counsel, instructed by MDDUS
GMC Representative:	Mr Terence Rigby, Counsel

Attendance of Press / Public

In accordance with Rule 41 of the General Medical Council (Fitness to Practise) Rules 2004 the hearing was held partly in public and partly in private.

Overarching Objective

Throughout the decision making process the tribunal has borne in mind the statutory overarching objective as set out in s1 Medical Act 1983 (the 1983 Act) to protect, promote and maintain the health, safety and well-being of the public, to promote and maintain public confidence in the medical profession, and to promote and maintain proper professional standards and conduct for members of that profession.

Determination on Facts - 20/11/2023

1. This determination will be handed down in private. However, as this case concerns Dr Qayyum's misconduct a redacted version will be published at the close of the hearing.

Background

2. Dr Qayyum qualified with MB BS from the University of Newcastle upon Tyne in 2009 and obtained MRCGP in 2014. He has had full registration with the GMC since August 2010.

3. Dr Qayyum commenced work for ELM Alliance Ltd ('ELM') in 2017. He was at that time already a contractor for CBC Health Ltd GatDoc ('GatDoc'). Both ELM and GatDoc ('the Companies') provide out of hours ('OOH') medical services, including access to General Practitioners such as Dr Qayyum, in person and on call in the North East of England. ELM is a federation of 30 to 40 GP practices which provides out of hours services in the South Teesside area.

4. ELM use an electronic patient booking system ('the ledger') and it is alleged that on 30 to 31 August 2019 during this night shift at ELM, Dr Qayyum accessed the patient appointment ledger and blocked out appointment slots by adding embargo appointment slots (embargo appointments) without valid reason and/or permission and he knew he did not have valid reason and/or permission to add the embargo appointments. It is alleged that Dr Qayyum then removed the embargo appointments from the ledger at or before the end of his shift and his actions were intended to conceal the fact that he had earlier blocked the appointment slots. It is alleged that Dr Qayyum's actions were dishonest.

5. It is further alleged that Dr Qayyum on 24 to 25 October 2019 during a night shift at ELM, without valid reason and/or permission that he inputted an appointment on the ledger at 23.16 on 24 October 2019, for 7.30 to 7.45 on 25 October 2019. It is alleged that he knew that it was not a genuine patient appointment and was an attempt to block out time. It is alleged that Dr Qayyum deleted the appointment at 7.32 on 25 October and that his actions

were intended to conceal that fact that he had earlier blocked out the appointment. It is alleged that Dr Qayyum's actions were dishonest.

6. Both ELM and Gatdoc use a web-based software application called RotaMaster for the booking and management of the clinician rotas used by both Companies to provide the OOH services.

7. It is alleged that on one or more occasion between December 2019 and April 2020, Dr Qayyum was booked to work for both Companies at the same time ('Overlapping Shifts').

8. It is alleged Dr Qayyum worked and/or was booked and was paid for one or more of the overlapping shifts for ELM and GatDoc when he knew he was not able to provide the required and/or booked service and it was not appropriate to undertake the Overlapping Shifts. It is alleged that Dr Qayyum knew he was not entitled to full payment from both Companies, and he knew and failed to declare to one or both Companies that he had received payment that he was not entitled to. It is alleged that Dr Qayyum's actions were dishonest.

9. Following an internal investigation by ELM (during which they obtained information from Gatdoc under a data sharing agreement in relation to the Overlapping Shifts), they raised their concerns and referred Dr Qayyum to GMC on 12 August 2020.

The Outcome of Applications Made during the Facts Stage

10. The Tribunal granted Ms Woods', Counsel on behalf of Dr Qayyum's application, made pursuant to Rule 41 of the General Medical Council (Fitness to Practise Rules) 2004 as amended ('the Rules'), that aspects of Dr Qayyum's evidence relating to his XXX be heard in private. The application was not opposed by GMC. The Tribunal granted the application.

11. The Tribunal granted the GMC's application, made pursuant to Rule 17(6) of the Rules, in respect of amendments to paragraphs 7 and 8 of the Allegation. Mr Rigby, Counsel on behalf of the GMC, submitted that the amendment served to improve the form of the allegation, rather than any substance or content. The application was not opposed by Ms Woods, Counsel on behalf of Dr Qayyum. The Tribunal was satisfied that the proposed amendments could be made without injustice to the GMC or Dr Qayyum. It therefore decided to grant the application to amend the Allegation, as set out below.

The Allegation and the Doctor's Response

12. The Allegation made against Dr Qayyum is as follows:

<u>ELM Alliance ('ELM') appointment ledger</u>

1. On 30 to 31 August 2019, during a night shift at ELM, without valid reason and/or permission, you:

a. accessed the appointment ledger on SystmOne ('the ledger') and added 'embargo' appointment slots for:

i. 00:30; **To be determined**

ii. 07:00; **To be determined**

iii. 07:15; **To be determined**

iv. 07:30; **To be determined**

b. removed the appointment embargos as set out at paragraphs 1ai-iv from the ledger at or before the end of your shift. **To be determined**

2. You knew:

a. you did not have a valid reason and/or permission to add the embargo appointments as set out at paragraph 1a; **To be determined**

b. your actions at paragraph 1b were intended to conceal the fact that you had earlier embargoed the appointment slots. **To be determined**

3. Your actions as set out at paragraphs:

a. 1a were dishonest by reason of paragraph 2a; **To be determined**

b. 1b were dishonest by reason of paragraph 2b. **To be determined**

4. On 24-25 October 2019, during a night shift at ELM, without valid reason and/or permission, you:

a. inputted an appointment on the ledger at 23:16 on 24 October 2019, for 07:30 to 07:45 on 25 October 2019; **To be determined**

b. deleted the appointment as set out at paragraph 4a from the ledger at 07:32 on 25 October 2019. **To be determined**

5. You knew that:

a. the appointment detailed at paragraph 4a was:

i. not a genuine patient appointment; **To be determined**

ii. an attempt to block out time. **To be determined**

b. your actions at paragraph 4b were intended to conceal the fact that you had earlier blocked out the appointment as set out at paragraph 4a. **To be determined**

6. Your actions at paragraphs:

a. 4a were dishonest by reason of paragraph 5a; **To be determined**

b. 4b were dishonest by reason of paragraph 5. **To be determined**

ELM and CBC Health/GatDoc ('GatDoc') overlapping hours

7. Between December 2019 and April 2020, on one or more occasion as set out in Schedule 1, you worked and/or were booked for overlapping hours for ELM and GatDoc ('the Companies'), doing both on-call and in person shifts (the 'Overlapping Shifts'). **To be determined**

8. In advance and/or during ~~When working~~ the Overlapping Shifts, you knew that:

a. you were not able to provide the required and/or booked service to both of the Companies; **To be determined**

b. it was not appropriate to undertake ~~work~~ the Overlapping Shifts. **To be determined**

9. For one or more of the Overlapping Shifts, you:

a. received payments from both the Companies for the booked and/or required service; **To be determined**

b. knew that you:

i. had received payment from both of the Companies, including for the overlapping hours ('the full payment'); **To be determined**

ii. were not entitled to the full payment from one of the Companies; **To be determined**

c. failed to declare to one or both of the Companies, in good time, or at all, that you had received payment that you were not entitled to. **To be determined**

10. Your actions at paragraphs:

a. 7 were dishonest by reason of paragraph 8; **To be determined**

b. 9a were dishonest by reason of paragraph 9b and/or 9c. **To be determined**

The Facts to be Determined

13. No facts were admitted. In light of the above, the Tribunal had to determine all of the paragraphs on the Allegation.

Witness Evidence

14. The Tribunal received evidence on behalf of the GMC from the following witnesses:

- Ms A, Service Rota Manager at ELM, gave evidence by video link. She provided a witness statement dated 20 June 2023 and supplemental statement dated 11 August 2023.
- Ms B, Head of Governance and Quality at ELM, gave evidence by video link. She provided a witness statement dated 27 April 2022 and supplemental statement dated 16 August 2023.
- Dr C, Clinical Lead for Urgent Primary Care and Director of CBC Health Ltd/GatDoc, gave evidence by video link. He provided a witness statement dated 21 July 2023 and supplemental statement dated 24 October 2023
- Dr D, Medical Director at ELM. He provided a witness statement dated 3 July 2023.

15. Dr Qayyum provided his own witness statement date 22 October 2023 and gave oral evidence at the hearing. In addition, the Tribunal received evidence from the following witnesses on Dr Qayyum's behalf:

- Dr E, Out-of-Hours GP at GatDoc, gave evidence in person. She provided a witness statement dated 8 October 2023.
- Dr F, sessional GP at ELM, gave evidence in person. He provided a witness statement dated 5 October.
- Mrs G, Advanced Nurse Practitioner at ELM from 2016-2023, gave evidence in person. She provided a witness statement dated 17 October 2023.
- Dr H, GP with a medical practice in the North east and he has undertaken shifts at GatDoc, was not called to give evidence. He provided a witness statement 23 October 2023.

Documentary Evidence

16. The Tribunal had regard to the documentary evidence provided by the parties. This evidence included but was not limited to:

- Various screenshots of overnight ledgers, various dates 2019.
- Dr Qayyum's shift rotas, dates December 2019 to April 2020.
- Audit trails for Dr Qayyum's RotaMaster account, various dates 2019-2020.

- ELM's investigation report(s), minutes of fact findings meetings and telephone calls, various dates.
- Various emails between ELM and Dr Qayyum, various dates 2019-2020.
- Various emails between GatDoc and Dr Qayyum, various dates 2019-2020.
- ELM's Red Alert, dated 26 July 2019.

The Tribunal's Approach

1. As always, the Tribunal was reminded at the outset to have in mind the statutory overarching objective when exercising its function at every stage of proceedings.

2. In making a determination on facts there are a number of matters the Tribunal should take into account.

Burden of Proof

3. In reaching its decision on facts, the Tribunal must bear in mind that the burden of proof rests on the GMC and it is for the GMC to prove the Allegation Dr Qayyum does not need to prove anything. The standard of proof is that applicable to civil proceedings, namely the balance of probabilities, i.e., whether it is more likely than not that the events occurred.

4. The Tribunal has heard detailed submissions from the representatives of both the GMC and Dr Qayyum as to their respective positions on how the evidence provided to this Tribunal should be considered, the weight to be apportioned to certain witness evidence, the credibility of those witnesses, the documentary evidence which may or may not support particular versions of events and the narrative and context of events related to the Allegations.

5. In its in-camera discussions, the Tribunal must explore fully the relevant evidence both oral and documentary, and the weight to be given to that evidence and the submissions made by both parties.

Cogency

6. In doing so the Tribunal shall have regard to the case of *Byrne v General Medical Council [2021] EWHC 2237 (Admin)* which confirmed the principle that there is only one standard of proof in civil and regulatory cases and that is proof that the fact in issue more probably occurred than not.

7. Neither the seriousness of the allegation nor the seriousness of the consequences should make any difference to the standard of proof to be applied.

8. The Tribunal was however reminded by Counsel for Dr Q that they require cogent evidence of Dishonesty before dishonesty is found *(Lawrance v GMC [2015] EWHC*

586 (Admin) (cited with approval in McLennan v GMC [2020] CSIH 12 at 74 …. but that does not detract from legal proposition that in determining whether a crucial fact including dishonesty is to be found remains the balance of probabilities.

9. The Tribunal must consider each of the particulars of the Allegations separately and ask itself whether the GMC has proved the facts alleged to its satisfaction.

<u>Inferences/Speculation</u>

10. As to individual pieces of evidence, the Tribunal is entitled to draw proper inferences, that is to come to common sense conclusions based upon the evidence which it accepts as reliable; but it must not speculate. Similarly, it must not speculate about what other evidence there might have been. The Tribunal should only draw an inference if it can safely exclude other possibilities *Soni v GMC (2015) EWAC 0364 Admin (Soni case).*

11. Counsel for Dr Qayyum also took the tribunal to paragraphs 61 and 67 of the Soni case which was a case of alleged dishonesty involving withholding money from a hospital trust.

    61 The crucial question, therefore, is whether on a fair view of the evidence as a whole it was open to the Panel to infer that Mr Soni had deliberately withheld from the Trust sums of money which he had received from the five private patients, and which he knew he should pay to the Trust and was deliberately dishonest. In my judgment, it was not. Although this was not a criminal charge against Mr Soni, and the GMC only needed to prove its allegation on the balance of probabilities and not to the higher criminal standard, the principle must nonetheless apply that before an inference could properly be drawn, the Panel had to be able safely to exclude, as less than probable, other possible explanations for Mr Soni's conduct.

    and 67 *With respect to the Panel, it seems to me that it conflated separate issues, and made unjustifiable assumptions. There is in my view considerable force in Mr Herbert's submission that the Panel must have started from the finding that Mr Soni knew he should provide a record of treatment of private patients; added its findings that no record was in fact provided of these five private patients and that the Trust neither billed those patients nor received from Mr Soni any payment in respect of them; assumed (without sufficient evidence) that there had been a deliberate failure to account to the Trust for sums which Mr Soni had in fact received in respect of the use of hospital facilities; and then concluded that such conduct must on the balance of probabilities show deliberate dishonesty. The Panel was wrong to do so, because a finding against Mr Soni of a failing of administration, even of negligent administration, does not without more justify a finding of dishonesty. What was needed was evidence from which it could safely be inferred that the explanation for the failing probably lay in dishonesty on the part of Mr Soni rather than in oversight or confusion or even a lack of concern for ensuring that the Trust was made aware that a fee was due to it*

from a private patient. There was in my judgment no direct evidence, and no basis for a safe inference, that Mr Soni charged the patients for hospital facilities and retained those sums for himself; and no basis on which the Panel could reasonably reject the alternative explanations of innocent oversight or administrative confusion which were clearly raised by Ms Lacey's evidence as to the deficiencies of the system.

<u>Credibility of Witnesses</u>

12. The Tribunal reminds itself that it should have regard to the whole of the evidence and form its own judgement about the witnesses, and which evidence is reliable, and which is not. It is up to the Tribunal to decide what weight it attaches to the witness evidence.

13. The Tribunal shall have regard to the case of *R (on the application of Dutta) v GMC [2020] EWHC 1974 (Admin).* The Tribunal should make a rounded assessment of a witness's reliability, rather than approaching their reliability in respect of each charge in isolation from the others. The Tribunal should not assess a witness's credibility exclusively on their demeanour when giving evidence, but their veracity should be tested by reference to objective facts proved independently in their evidence, in particular by reference to the documents in the case and the tribunal were taken specifically to paragraph 39(2) of the case of Dutta by Counsel for Dr Qayyum.

14. The Tribunal shall also have regard to the case of *Khan v The General Medical Council [2021] EWHC 374 (Admin).* It is open to Tribunals not to rule out the whole of a witness's evidence based on credibility; credibility can be divisible.

15. A matter that the Tribunal should also bear in mind when considering the evidence of any witness in this case, and including the evidence of the Doctor, is the extent to which the passage of time may have affected a witness's memory. The Tribunal were aware from our their experience that memories can fade with the passage of time, and that recollections may change, or may become confused, as to what did or did not happen at a particular time. The Tribunal made due allowance for the way in which the passage of time may have created difficulties for the Doctor in remembering things that may have been important when responding to the charges and for the witnesses giving evidence on behalf of both the GMC and Dr Qayyum.

16. In relation to witnesses generally, the Tribunal did bear in mind that an honest witness can be mistaken, and a mistaken witness is not necessarily wrong about every fact.

<u>Dishonesty</u>

17. In relation to the allegation of dishonesty, the Tribunal had regard to the case of *Ivey v Genting Casinos (UK) Ltd (t/a Crockfords) [2017] UKSC 67* which sets out a two-limb test (Ivey Test) as follows:

'74 *When dishonesty is in question the fact-finding tribunal must first ascertain (subjectively) the actual state of the individual's knowledge or belief as to the facts. The reasonableness or otherwise of his belief is a matter of evidence (often in practice determinative) going to whether he held the belief, but it is not an additional requirement that his belief must be reasonable; the question is whether it is genuinely held. When once his actual state of mind as to knowledge or belief as to facts is established, the question whether his conduct was honest or dishonest is to be determined by the fact-finder by applying the (objective) standards of ordinary decent people. There is no requirement that the defendant must appreciate that what he has done is, by those standards, dishonest*.'

18. The Tribunal reminded itself that they require cogent evidence of Dishonesty before dishonesty is found *(Lawrance v GMC [2015] EWHC 586 (Admin) (cited with approval in McLennan v GMC [2020] CSIH 12)* at 74 as referred to above.

19. A finding of dishonesty is one of the most serious a Tribunal can make and requires careful consideration and careful reasoning *(Qureshi v GMC [2015] EWHC 3729 Admin at 45-46).*

<u>Good Character</u>

20. The Tribunal reminded itself that Dr Qayyum is of good character. His good character is relevant in two ways. Firstly, he has given evidence, and his good character is a positive feature which the Tribunal should take into account when considering whether it accepts his evidence. Secondly, the Tribunal should consider whether his good character makes it less likely that he acted as is now alleged against him.

21. The relevance of good character was recently reviewed by Mrs Justice Collins Rice in *Sawati v GMC [2022] EWHC 283 (Admin)* at paras [53] – [56]. The familiar principles apply. The good character of the doctor is relevant to his credibility as a witness (more likely that his account is credible) and his propensity to act in the way that is alleged (less likely that he acted in the manner alleged). The weight to be applied to his good character is a matter for the Tribunal.

22. The Tribunal noted that testimonials had been provided at this stage in Dr Qayyum's evidence. The Tribunal had regard to the cases of *Donkin v The Law Society [2007] EWHC 414 (Admin)* and *Wisson v Health Professions Council [2013] EWHC 1036 (Admin)* which confirmed that 'good character' evidence can be distinct from mitigation in certain cases can be considered by a Tribunal at stages prior to sanction if the credibility of the Doctor is in issue.

The Tribunal's Analysis of the Evidence and Findings

17. The Tribunal has considered each outstanding paragraph of the Allegation separately and has evaluated the evidence in order to make its findings on the facts.

Additional Background to the Allegations 1-3 (Embargo Slots) and Allegations 4-6 (Textual Appointment)

SystmOne (the ledger)

18. SystmOne is an electronic patient record system predominantly used in primary care. ELM adapted its use to include a patient appointment booking system for OOH purposes (the ledger).

19. GatDoc uses a different IT system called 'Adastra'.

20. ELM developed with North East Ambulance Service (NEAS) a new patient booking system that permitted NEAS to make direct bookings for patient appointments (either face to face or home visits) onto the ledger (direct booking system).

Prior to ELM Direct Booking System implementation

21. Prior to June 2019, when NEAS would make contact for a patient booking for ELM reception staff would arrange for the referral to be triaged by an OOH clinician before an appropriate appointment was arranged e.g., home visit, face to face appointment or telephone appointment.

Direct Booking System implementation

22. In June 2019, ELM and NEAS worked together to implement the patient appointment direct booking system. This provided a direct interface between referrers i.e., NHS 111 to make a 'direct booking' on the ELM ledgers. This was based on the understanding that NHS111 would already have triaged the patient by a clinician using the Clinical Assessment Service (CAS) prior to the appointment being booked.

23. An internal ELM email to staff including Dr Qayyum dated 10 June 2019 confirmed that "*as of 6.30pm on 10 June 2019, that they were moving to the Clinical Assessment Service (CAS) where NEAS will be dealing directly with all "speak to's" and allocating all home visits. All telephone triage slots have therefore been converted to direct booking of face2 face appointments by NEAS.*"

Problems with the Direct Booking System

24. Unfortunately, by 2 July 2019, it became apparent that there were problems with the new direct booking system following initial implementation by ELM.

25. Ms I (Head of Clinical Services at ELM) emailed on 2 July 2019 to staff at ELM about the CAS implementation stating:

> *"It has confirmed that the implementation of the CAS is not what or how we were assured it would be. All contact dispositions are coming through as home visits without any clinical triage taking place hence the number of inappropriate home visits and low numbers attending the hubs.*
>
> *Following on from Ms K's email on Sunday and to mitigate the risks from this lack of clinical input, the CCG have agreed that all of our clinicians should revert back to our previous way of working where we triage all cases.*
>
> *Could you please implement this with immediate effect until further notice.*
>
> *I have a further meeting with the CCG this week to agree next steps and will keep you updated."*

26. Despite reassurances that this direct booking system would create a more streamlined system, it resulted in a lack of clinician patient triage by CAS before the direct booking appointment was made by NEAS. This led to the clinicians at ELM including Dr Qayyum having concerns about patient safety, appropriateness of direct bookings and clinical care, staff safety in attending home visits that had not been correctly triaged.

27. Due to the problems with the direct booking system clinicians were told to revert to the previous way of working. Dr Qayyum said he was told to return to the previous way of working but explained that the ledgers were not reverted to how they would have been formatted prior to the implementation of the direct booking system. Previously the ledger would have included slots for telephone triage activity but following implementation of the direct booking system he was informed by an ELM e-mail, dated 10 June 2019, "*…All telephone triage slots have therefore been converted to direct booking of face2 face appointments by NEAS*."

28. Dr Qayyum explained in his witness statement that "*the appointment ledger is like a timetable or a diary. It can be contemporaneously amended. There are 15-minute slots. During this period, I recollect that there were two slots that were blocked routinely: a meal break termed 'Break/Lunch' at 03:15-03:45 and then the final slot of the shift at 07:45-08:00, which was blocked daily by the ELM administrative team. Other than these, the ELM ledger did not have any dedicated blocks of time to allow for any catch up or administrative duties. There was also no time scheduled or protected for clinical handovers."*

29. Dr Qayyum explained in his oral evidence, "*Other services had operated different out of hours ledgers (as had ELM prior to 2019 direct booking) which meant that the clinician was free to make a change to their ledger which did not have any effect on any NEAS ability to book appointment slot."*

30. The Tribunal noted that Dr Qayyum was providing services to both ELM and GatDoc and that the ledger and appointment booking system operated by GatDoc was not a direct booking system but was more akin to how he operated the ledger at ELM prior to the initial implementation of the direct booking system. He refers in his witness statement on this point as follows:

> *In all my previous work as an out of hours clinician, I have had my own dedicated separate ledger, and not an integrated ledger as at ELM. To clarify, GatDoc has a different IT system ('Adastra') and we all work from a shared pool of patients. Due to this I had developed a routine of micromanaging my ledger to enable time for administrative tasks and slots for handover to ensure patient safety. I sincerely believe the way I managed the ledger enabled safe working practices.*

31. In his oral evidence Dr Qayyum stated, *"Clinicians were trying to retrofit the ledgers to do the job to ensure patient safety".*

32. Dr Qayyum stated that in his opinion the ledgers were not fit for purpose and stated that this was documented in the minutes of meetings of the clinical reference group at ELM (of which he was member). The Tribunal were not provided with copies of any minutes of these meetings.

33. Dr Qayyum went on to state in his oral evidence that *"after a month, emails were received with instruction to revert to previous way of working we had an expectation of further direction. To most clinicians, I interpreted this as micromanaging the ledger etc …. confusing correspondence from the organisation."*

<u>*Embargo Slots and Textual Appointments*</u>

34. In his witness statement, Dr Qayyum explained what a textual appointment and an embargoed slot is:

> *"An 'embargoed slot' is a type of slot that denotes the slot is delayed or deferred from being made available for booking. One of its uses can be to allow booking after a specified time period i.e., the slot becomes 'available' once the designated rota date and time is reached, and therefore cannot be used for booking prior to this. It can also be used to stop the slot from being booked with an appointment. This can be to accommodate an administrative duty by having that period of time 'protected'."*

35. Dr Qayyum described textual appointments in his witness statement:

> *"A 'textual appointment' is not a patient appointment. A patient appointment is a dedicated appointment slot for a particular patient, with patient specific demographics, and importantly access to their medical records. By contrast, a textual appointment is an administrative block that can be added to the SystmOne ledger by*

any clinician or member of administrative staff. Textual appointments can be used for a multitude of purposes, which can include patient review after initial treatment, handover, re-triage of cases, reviewing of nursing patients, or to reflect provision of clinical advice or support to colleagues. They can also be used to provide a catch-up opportunity for administrative duties such as referrals, double checking the accuracy of any completed paperwork, including verification of death protocols, prescriptions and medications from stock.

I had also been advised in the past by ELM that textual appointments could be used. Either Ms K (Head of Operational Management at ELM in 2018) or Ms J (Director of Operations), confirmed that textual appointments were an acceptable way to reflect activity, and importantly, to ensure protected time to complete necessary work. It was my experience that they were routinely used by other clinicians at ELM whilst I was working there. I have seen textual appointments on the ledger on numerous occasions whilst I was working in the service. I have also encountered the use of textual appointments in other out of hour's settings since 2014, namely in County Durham and Darlington Trust (CDDFT) and in Hartlepool and Stockton Health (HASH)."

36. He further stated*, "Due to the lack of administrative slots on the ledger, 'textual appointments' were used by many nurses and doctors at ELM to enable safe working practices."*

37. Mrs G is an Advanced Nurse Practitioner (ANP) who worked at ELM and undertook OOH shifts during the period of the Allegations (regularly working alongside Dr Qayyum) stated in her witness statement:

"A textual appointment is an administrative slot on the ledger. They are put in by GPs or nurses as a reminder to do something. For example, I have used a textual appointment to remind me to book an ambulance for a patient.

One of the reasons we used textual appointments was that the alternative was to book another patient appointment to record the information we needed a reminder for. This would result in it looking like there were two appointments for one patient which was incorrect, we only needed to record an administrative reminder. It is my experience that textual appointments are widely used across the NHS. I used them when I was working at ELM and I use them in my current role. In her oral testimony she said*, "it was not made clear that textual appointments affected the contract."*

38. Dr F stated that whilst he did not use textual appointments, he was aware of other clinicians using them.

<u>*The Red Alert*</u>

39. On 26 July 2019, ELM issued a Red Alert. Mr Rigby, Counsel for the GMC, in his opening submissions, stated that this arose because of concern about clinicians and others making changes to the system.

40. A Red Alert was a communication method by ELM sent to all staff to learn from serious learning incidents. Details of the Red Alert are set out below.

RED Alert re: 'SystmOne ledger appointments for services within ELM Alliance, dated 26 July 2019:

> *"We have had several incidents in the past 4 weeks where amendments have been made to the appointment ledgers within SystmOne. The amendments had a detrimental impact on the service delivery to patients, as the individuals who made the changes were not aware of the wider impact of altering an appointment slot. The appointments within the ledgers are set to ensure the services meet activity requirements both locally and nationally.*
> ***FOR CLARITY and to ensure everyone is aware***
> *1. The appointment ledgers within SystmOne are set by the staff working in ELM Alliance Head Office only.*
>
> *2. The appointment ledgers correspond with the staff on duty within Rota Master or equivalent. Again, this is matched by the staff at Head Office.*
>
> *3. The only changes that can be made to an individual rota is by the Service Coordinator or Centre Lead on duty and this is only to block a ledger out if a member of staff does not attend shift, for example due to short notice sickness.*
>
> *4. Under no circumstances should any appointment within the ledgers be altered i.e., changed designation or blocked by a clinician. Clinicians have no authority to do so. If a clinician wishes for an amendment to be made this must be requested to the Service Coordinator or Centre Lead as it must be documented on the Safety First form.*
> ***ACTION NEEDED***
> ***Service Coordinators/ Centre Leads are required to:***
> *1) PRINT a colour copy of this Alert and place in each clinical room and*
> *2) COMMUNICATE with clinical staff members face to face for the next 4 weeks*
> *3) ASSIST with any clinician who does not fully understand the appointing process*
> ***TO BE DISCUSSED and RECORDED on SAFETY FIRST HANDOVER SHEET EACH SHIFT FOR 4 WEEKS***
> ***TO BE COMPLETED BY EACH SERVICE CORDINATOR/ CENTRE LEAD and RETURNED by 28th August 2019"***

41. Dr Qayyum stated in his witness statement:

"I acknowledge that I was aware that a 'Red Alert' was issued on 26 July 2019 by Ms B as this was emailed to all clinicians, and also potentially discussed during the 'Safety First Handover' processes, although I cannot specifically recollect this." However, Dr Qayyum expanded upon this in his oral evidence *"Ms B said that red alert should have been discussed at the 10 pm huddle at the medical centre… but in his experience that just did not happen in the overnight shifts. There was no dedicated time for patient for the huddle."*

42. The Tribunal noted from the Red Alert confirmed in bold that it was *"TO BE DISCUSSED and RECORDED on SAFETY FIRST HANDOVER SHEET EACH SHIFT FOR 4 WEEKS.'* However, the Tribunal was not provided with any copies of any safety-first handover sheets for this period or at all.

43. Dr Qayyum went on to state *"My understanding regarding this alert at the time was that it related to the actions of an administrative staff member. This was my error. We were all frequently sent alerts and bulletins by ELM. The content was often focused on staffing, administrative processes and performance. I did not always see that the emails had specific relevance to me as a clinician. I would also receive numerous emails on a daily basis and I often checked them on my mobile phone. This meant I would often quickly glance over emails and bulletins when I had the opportunity. I believe this is unfortunately what happened in this situation and that whilst I had been aware of the existence of the alert, I hadn't fully read it in any detail, or appreciated the content of the alert."*

44. Mrs G recalled that she herself had seen the "Red Alert" and digested its contents. In her oral evidence to the Tribunal, she said that as a result of the "Red Alert "message (which she said was contained within the STAR magazine staff update) she refrained from booking any "embargoed" slots on the ledger. However, in general she was critical in her Witness Statement and in her oral evidence of the communication systems at ELM which she described as *"very poor"*.

45. She stated: *As with a lot of "'Red Alerts' I think it was raised during the 'huddle' (an update from the Service Coordinator or Centre Lead) which was supposed to take place at the start of each shift. The usual practice was that 'Red Alerts' were printed out and the Centre Lead would hand them out to clinicians a the 'huddle'. It was my experience that 'huddles' rarely happened on nightshifts. I do not recall receiving the July 2019 'Red Alert' as an email, but it was over four years ago and I may well have done. In every other place I have worked alerts were emailed to clinicians. We fed back about the poor communication to ELM management, but nothing changed. I am aware that many locum staff at ELM felt they missed out on important messages because of the communication style ELM adopted."*

46. Mrs G also gave evidence before the Tribunal that *"textual appointments continued to be used after the issue of the "Red Alert".* She described the circumstances in which they were put into appointment slots i.e., to give some *"protected time"* for handovers and administrative tasks.

47. Whilst the Tribunal accepted that the Red Alert had been sent by ELM to staff they decided that because of:

a) the divergence in evidence as to whether the Red Alert was sent by direct email or included in a newsletter; or
b) whether a hard copy of the Red Alert was distributed at huddles or not; or
c) whether huddles even took place on an overnight shift at all (partly due to the relevant personal at multi-site locations at the start of the shifts)

Having regard to the above, it decided that the message set out in the Red Alert regarding what clinicians could do with the ledger (compared with what the clinicians needed or wished to do with the ledger for genuine patient or administrative tasks) was not communicated effectively.

ELM Management and the ledgers.

48. The Tribunal had regard to the evidence provided by Ms B, the Head of Governance and Quality at ELM in her statement as follows:

> *"Prior to a service starting, ledgers are in many cases pre-applied by my team. Ms L, Performance and Governance Manager, applies the ledgers, checks appointment times and ensures that these appointments are available for NEAS 111 to access. Therefore, everything is done and there is no need for clinicians to touch the ledgers. There is no need for anyone to go into the main system and change everything as this is already done by our service. The role of the clinician is to come into work and see patients that have appointments and enter the clinical consultation on to the system. They are not asked to do anything else in regards of changing appointments or amending ledgers."*

49. However, Dr Qayyum said in his witness statement "*In August 2019 I did not know that I required specific permission to make the kind of amendments to the ledger that I made. The ledgers were open to amendments by anyone working at ELM, both clinicians and administrators, with no overt IT restrictions. I do not recollect that there was anything built into the ELM SystmOne that prevented a clinician or administrator at ELM from making ledger changes, or the presence of any 'warning' messages that popped up to indicate a clinician should not make amendments."*

50. The Tribunal noted that there appeared to be a divergence in the evidence between what the management team at ELM wanted to happen with the ledgers in order for ELM to comply with their contractual obligations to NEAS and what the clinicians were doing with the new direct booking ledgers. In light of the problems with the direct booking system and the instruction to revert to their former way of working, the clinicians required the ability to create protected time in the ledger for patient safety reasons.

Bluebell Medical Centre ('Bluebell')

51. The Allegations occurred during a period when problems set out below (which started in the Summer of 2019 and were continuing in October 2019) in relation to OOH overnight shifts during the week between the ELM OOH staff and clinicians with the staff and clinicians from the Bluebell medical centre staff and clinicians. ELM was contracted to provide the OOH services from 18.00 in the evening until 07.59 am the following morning. They provided the services at the time of the Allegations at the Bluebell medical centre site and the OOH services were provided to all patients within the South Tees locality not just to those patients registered with the Bluebell GP practice. They used the reception area, the back office, consulting rooms as well as phones and IT services including PCs at the site. At the end of the OOH service the Bluebell GP practice would then need to use the same reception area, the back office, consulting rooms as well as phones and IT services including PCs at the site.

52. Ms B acknowledged there was a problem and stated that: "*We had been having some internal issues with the hub that we were using. Some of the practice daytime staff were coming into the hub at 7:30am to start work. There was a little bit of conflict, but we thought that this had been resolved by speaking to the practice manager. We had explained that our service still ran until 8am, so we were allowed to be here working in the hub until this time.*"

53. In her email dated 25 October 2019 from Ms B to Mr N from NEAS, she acknowledged again there was "*some internal issues with the GP practice <u>day staff wanting to use the consultation rooms</u> before our service has finished, an appointment for 07:30 should have been accepted automatically and certainly shouldn't have been blocked out and I know this is a one off because i have seen other patients booked in at 7:30 on previous overnight shifts*" (underlined for Tribunal emphasis)

54. Following an early morning visit from Jan Randall, Chief Executive of ELM, on 18 October 2019, she sent an email to recipients including Dr Qayyum:

> "4 – SIRMS – I have briefed them about Bluebell taking you off before the end of cover – make sure you raise the SIRMS so that we can speak to Bluebell with evidence" (safeguarding and risk management system).

55. Dr Qayyum's evidence in his witness statement regarding Bluebell was that:

> *"From the summer of 2019, there were issues with room availability from 07:30 at the Bluebell Medical Centre. This was an almost daily occurrence on weekdays. Essentially the GP practice day staff, usually nursing and administrative staff, were seeking access to their clinical rooms which we were occupying overnight.*
>
> *They needed access to enable them to do any administrative work and duties in anticipation of the surgery opening at 08:00. They would request we vacate prior to the end of our shift. This was not just the clinical rooms but also the reception area and the computer terminals and phone lines for the ELM administrative staff. From my recollection, it was the cause of some conflict. It often meant that the ELM overnight team would congregate in the office area behind the reception until leaving. Clearly, this had major implications on ELM staff's ability to see face to face patients and*

provide safe and appropriate care for any patients who might be booked in from 07:30.

On these weekday mornings we were also mindful that patients could themselves arrive late or be significantly unwell, which could be complicated by clinical rooms to assess them in being unavailable. In addition, if the patient ultimately required emergency care or escalation to an ambulance disposition, this could result in the practice clinical rooms remaining occupied for some time. From the best of my recollection, I recall some clinicians would take it upon themselves to block slots to stop the process of direct booking and ultimately avoid unnecessary patient safety risks.

ELM were aware of these problems regarding daytime staff arriving earlier and taking over the space in Bluebell Medical Centre."

56. Mrs G also described in her oral evidence in detail the hiatus that occurred between 7.30 am and 08.00 am when the day shift arrived at the Bluebell Medical Centre and 2 sets of staff were competing for space including consulting rooms in the centre and access to computers etc.

57. She added in her witness statement that: "*I and other staff alerted ELM multiple times about problems with the ledgers and the issue with Bluebell staff needing to access the rooms before the end of the ELM overnight shift and this causing potential patient safety issues. The response was always that ELM was contracted to provide the overnight out of hours service until 08:00 and this was not allowed to change. ELM were aware of the issues, but the concerns were not listened to. Many clinicians felt they did not have a voice."*

58. The GMC submitted that there was no need for a clinician to block out protected time as such additional patient or administrative tasks could be carried out by arriving a bit earlier or leaving a bit later rather than making entries being made to the ledger. However the Tribunal noted that the OOH service was operated by ELM from a site utilised by the Bluebell Practice for daytime GP services outside of the OOH service times.

PRIVATE - Family Pressures

59. Dr Qayyum explained to the Tribunal that from the Summer of 2019 he was facing personal family pressures. XXX. These family pressures that Dr Qayyum was also experiencing were also acknowledged by Dr D in his oral evidence.

Witness Credibility

60. The Tribunal had regard to the fact that the events surrounding all the Allegations had taken place almost 4 years ago and that recollection of event may fade with time. Furthermore, in relation to allegations the events occurred during what at the time were unlikely to be memorable shifts from Dr Qayyum's perspective as they were just overnight

shifts out of many he worked during the period of the Allegations. The Tribunal found Dr Qayyum to be a credible witness who tried to provide explanations for his actions based on his usual way of working in circumstances where he could not recall the specific reason for all his actions relating to the allegations. Furthermore, the Tribunal noted that Dr Qayyum during the internal investigation conducted by ELM provided an explanation consistent with his oral and written evidence.

61. Both Ms I who conducted the investigation and made the report, and Mr M (who was the Clinical Director at ELM) who separately interviewed Dr Qayyum commented on Dr Qayyum's openness and cooperation with the investigation process. On the other hand, the Tribunal noted the GMC's position that Dr Qayyum had not provided consistent evidence and that his position regarding Patient 39 (see below) had developed during the course of the investigation and hearing process. After careful consideration the Tribunal was of the view that Dr Qayyum had provided consistent evidence and had not 'rowed back' on any version of events he had given, particularly in respect of Patient 39, factual matrix of which the Tribunal considered in paragraphs 120-125.

62. The Tribunal accepted that Ms B (as with the other GMC witnesses) was an honest witness who did their best to assist the Tribunal. Her recollection in her statement and orally was considered to be reliable on the issue of the need for ELM compliance with their contractual obligations and how ELM wanted the ledgers to operate in certain way without the risk of clinicians interfering with the ability of NEAS to book slots via the new direct booking system and the need for the Red Alert.

63. Notwithstanding the above, the Tribunal found that Ms B's understanding of how clinicians were actually using the ledgers and what was happening with clinicians during a shift was not as clear as it could have been and on occasion shown to have been incorrect. She was not in the medical centre on the dates of the allegations 1 to 6 (albeit as the on-call manager on 31 August she did view the ledger remotely). Ms B said Mrs G had no reason to use textual appointments as an ANP which Mrs G contradicted. Ms B said that the nurse practitioner on an overnight shift would not know about the issues with Bluebell staff as they would have already left by 7.15 to return to the Redcar site, which did not accord with Mrs G's recollection. Ms B also said that Bluebell staff did not access the consulting rooms early, but this contradicts her own email referred to above.

64. In general terms Mrs G's evidence was supportive of and dovetailed with the evidence of Dr Qayyum on issues such as the use of textual appointments and what happened at Bluebell when the day shift arrived. Her evidence before the Tribunal was detailed in this respect and she appeared to have a good recollection of events and systems and processes. She also described the problems that she personally had with RotaMaster (see below).

65. It was put to Mrs G by Counsel for the GMC that her credibility as a witness was compromised by the fact that she had a *"axe to grind"* against ELM. This was because she had been the subject of 2 sets of disciplinary processes by ELM which resulted in her receiving a

6-month formal written warning in March 2022 and another warning in May 2023. Prior to the issue of the warning in May 2023 she had left ELM but she said that she cooperated with the disciplinary process, however the result of that process was an adverse finding against her (there was no cross over between these disciplinary matters and the matters before the Tribunal and they related to separate topics).

66. Mrs G said in her oral evidence that she was upset that she lost her job but insisted that her motivation at all times was to promote and protect the interests of patients and their safety.

67. The Tribunal approached her evidence with care. There were occasions when her language was a little exaggerated such as the use of the word *"disaster"* when describing ELM's systems and processes, but the Tribunal noted that her evidence could be supported by other evidence.

68. There was for example clear documentary evidence that she herself had not been paid for an extra shift that she had worked on 14 July 2019, and this had not been picked up by the system demonstrating some fallibility in the process. In addition, her evidence about the need to use textual appointments at Redcar hospital at 11:30 am for patient safety reasons was cogent (she explained that that there was a danger a late booked appointees would be left stranded as the facility was soon to close down for the night). The evidence that she gave about the Bluebell day staff coming in early was corroborated by Dr Qayyum himself, the email from the CEO of ELM JR to staff of 18 October 2019 (referencing the "take over" by Bluebell) and the email from Ms B of 25 October 2019 in which she talks about the day staff wanting to use the consulting rooms.

69. Having regard to the above the Tribunal did consider that the evidence from Mrs G did have some weight and noted that although some of her criticisms were expressed in strong terms that they had merit and should be weighed in the balance together with the other evidence received.

Testimonials

70. The Tribunal received a bundle containing testimonials about Dr Qayyum from 18 GP colleagues, all of whom had worked with him in Gatdoc or ELM. There was also a testimonial from a driver. It was a common theme that Dr Qayyum is a very skilled and knowledgeable doctor who is admired, liked and trusted by his colleagues. There were multiple references to his focus on patient safety and his interest in improving service delivery OOH. Several people mentioned him staying late after his shift to ensure that information was properly handed over, patients followed up and the notes were completed. He is regarded as resilient and reliable. Some colleagues had worked with him during the Covid-19 pandemic. There were comments about how hard he worked and how heavily they felt the OOH service had depended on him at that time.

71. In addition, numerous Testimonials described Dr Qayyum as a man of integrity who was honest and trustworthy.

ELM Alliance ('ELM') appointment ledger (Embargo Slots Allegations 1-3)

72. On 28 August 2019 Ms B was made aware that there had been a problem with NEAS accessing appointment slots. She was the on-call manger that night and stayed up overnight during 30 to 31 August night shift to see what was happening. She saw slots for 00:00, 07:00, 07:15 and 07:30 had been embargoed and that in the morning the slots had been removed.

Paragraph 1a(i-iv)

73. The Tribunal considered whether on 30 to 31 August 2019, during a night shift at ELM, without valid reason and/or permission, Dr Qayyum accessed the appointment ledger on SystmOne ('the ledger') and added 'embargo' appointment slots for: (i) 00:30, (ii) 07:00, (iii) 07:15 and (iv) 07:30.

74. The Tribunal took into account Dr Qayyum's witness statement where he admitted to adding embargo slots:

> *"I admit the audit data shows that I accessed the ELM appointment ledger on SystmOne and added embargo appointment slots at 00:30, 07:00, 07:15 and 07:30 on 30 to 31 August 2019. I acknowledge that I wasn't given formal or specific permission for this type of ledger amendment. However, I have reviewed the documents and reflected on why I believe I may have made the amendments to the ledger."*

75. The Tribunal decided that whilst Dr Qayyum had valid reasons for entering the embargo slots, he did not have specific permission and therefore paragraph 1a(i-iv) was found proved.

Paragraph 2a

76. The Tribunal considered whether Dr Qayyum knew he did not have a valid reason and/or permission to add the embargo appointment.

77. The Tribunal had regard to the problems with the new direct system as set out above including the lack of protected time on the ledger save that the 7:45 time that was blocked out by ELM each day.

78. Dr Qayyum accepts that he does not recollect the specific entries he made over 4 years ago on the ledger but has provided explanations for what is the most likely reason why he entered each embargo appointment:

i. 00:30 –

Dr Qayyum explained that this slot was created for the purpose of a handover with the nurse practitioner whose shift finished at 00.30. Dr Qayyum's witness statement states that: *"I feel that overnight out of hours work is very different to daytime and evening work. The workload can be variable and the types of cases often involve greater expectation toward home visits, complex care, safeguarding issues, management of the acutely unwell and palliative patients. The nature of Out of Hours can mean being the lone clinician at a site for several hours at a time. In addition, it can at times be quite isolating and lack the benefit of peer support. The newer Nurse Practitioners further added to my inclination to ensure scope for handover to ensure patient safety. It was important to me that they felt at ease and could share thoughts and seek advice. They sometimes had limited understanding of our working practices at ELM, and it is important to note that processes and protocols can vary locally and regionally. To me, the keenness to ensure handover with protected time for the Nurse Practitioner was the most likely reason I embargoed the 00:30 appointment slot on 30 to 31 August 2019.*

ii. 07:00 –
Dr Qayyum's witness statement: *, I would input embargoed slots to allow for dedicated handover at either 07:00 or 07:15 prior to the nurses' departure. Again, similar to the twilight nursing handover period, I felt this was good clinical practice. The handover was most often not reflected onto the ledger as protected time via the use of a dedicated slot. Such protected time would however enable the overnight nurse and I to discuss any outstanding clinical tasks, learning points, the requirement for anything needing to be transferred to Redcar for example paperwork, and to reflect upon any anticipated late calls or reviews that may come in between the nurse's departure and 08.00.*

iii. 07:15 –
Dr Qayyum in evidence said he couldn't recall the reason why he entered this slot, but Tribunal noted that Dr Qayyum refers to a similar reason for the 07:00 slot as a possible explanation for the 07:15 slot.

iv. 07:30 –
Dr Qayyum said in his witness statement: *"It is my recollection that we, as overnight clinicians, felt the period between 07:00 and 08:00 was unpredictable, and if lots of cases materialised then it could be tricky to safely manage the workload. This was further exacerbated by the potential for direct booking of patients by NEAS onto the ELM ledger between 07:00 and 07:45. This had to be reconciled with ensuring all clinical and administrative work had been completed prior to the end of the overnight shift."*

79. As a matter of fact, Dr Qayyum did not have permission to add the embargo slots. However, at this time on 30-31 August Dr Qayyum was not aware that he should not have been using embargo slots. He said in his witness statement:

> *"Indeed, until my meeting with Ms B on 1 October 2019, I was unaware that I should not have been inputting embargoed appointments onto the ELM ledger."*

80. The Tribunal noted that the 7.30 embargo slot was ultimately converted to or replaced by an administrative staff member with a textual appointment for a call back with a Patient 6.

81. The Tribunal decided that because they accepted the explanations provided by Dr Qayyum as the most probable reason why he entered the embargos and decided that although they were not in accordance with how the ELM management team may have wanted the ledgers to be used (due to contractual obligations that ELM had with NEAS) that his explanations amounted to valid reasons for entering embargo slots on the ledger to create protected time in the interests of patient safety and administrative tasks during the OOH overnight shift.

82. In terms of permission, the Tribunal decided that because of the problems with the direct booking system that Dr Qayyum was not entirely clear to what permissions he had after being told to revert to former working practice but with ledgers that were now different and had no protected time blocked out.

83. As such, the Tribunal was not satisfied that the GMC has discharged its burden of proof in respect of paragraph 2a of the Allegation.

84. The Tribunal decided paragraph 2a of the Allegations was found not proved.

<u>Paragraph 3a</u>

85. The Tribunal considered whether Dr Qayyum's actions at paragraph 1a were dishonest by reason of paragraph 2a.

86. The Tribunal reminded itself that in accordance with the *Ivey Test* the Tribunal considered that it must ask itself three questions. Firstly, whether Dr Qayyum acted in the way that is alleged by the GMC on the balance of probabilities. Secondly, what was the genuine knowledge or belief of Dr Qayyum regarding the facts at the relevant time? And lastly, whether the actions of Dr Qayyum would be considered dishonest by the standards of ordinary and decent people.

87. The Tribunal considered that the GMC were asking them to infer that on the balance of probabilities Dr Qayyum's actions in entering the embargo slots was for dishonest reasons and that in order to do so the Tribunal would have to safely exclude as less than probable the explanations put forward by Dr Qayyum as to why he entered the embargo slots. The Tribunal decided that on the balance of probabilities Dr Qayyum's explanations amounted to credible valid reasons why at the time he inputted the embargo slots.

88. The Tribunal considered whether Dr Qayyum's genuine belief when he entered the embargo slots was that they were for valid reasons. He stated he did not know he could not use embargo slots until his meeting with Ms B on 1 October i.e., after the date of these allegations. His primary concern on entering the embargo slots was to create protected slots for patient safety reasons and administrative tasks. The Tribunal decided that as the permission requirements were unclear and Dr Qayyum was working in what he described as *"uncertain times"* regarding the new direct booking system that therefore it was probable that Dr Qayyum believed he could enter embargo slots. However even if he had done so genuinely believing he did not have permission, given his explanations set out above and the credible valid reasons why he would have entered the embargo slots a lack of permission would not be evidence of any dishonesty on the part of Dr Qayyum.

89. The Tribunal also noted that in relation to Dr Qayyum's decision to enter an embargo slot at 7.30 this was later justified when this slot was updated with a textual appointment to call back Patient 6 an 'end of life' patient who he had seen earlier in the shift.

90. The Tribunal noted the substantial volume of testimonials set out at paragraphs 70 and 71 above. This assisted the Tribunal in deciding his propensity to act in the way that is alleged and decided that in light of the positive testimonial evidence it was less likely that he acted in the manner alleged i.e., dishonestly given that a number of testimonials referred to him as an honest man with integrity who was trustworthy. His explanations were likely to be credible particularly given the theme of the testimonials that he was a competent clinician concerned about patient safety.

91. The Tribunal went on to consider whether the actions of Dr Qayyum would be considered dishonest by the standards of ordinary and decent people. The Tribunal decided that ordinary decent people would not consider that Dr Qayyum's actions amounted to dishonesty. They decided that ordinary decent people would not consider that a doctor making changes to an OOH booking ledger for valid reasons relating to patient safety amounted to dishonesty.

92. In light of its findings in respect of paragraphs 1a and 2a of the Allegation and applying the test for dishonesty the Tribunal was satisfied that neither the subjective nor objective test in *Ivey* was met. Therefore, the Tribunal concluded that Dr Qayyum was not being dishonest.

<u>Paragraph 1b</u>

93. The Tribunal considered whether on 30 to 31 August 2019, during a night shift at ELM, without valid reason and/or permission, Dr Qayyum removed the appointment embargos as set out at paragraphs 1a(i-iv) from the ledger at or before the end of his shift.

94. The Tribunal referred itself to Dr Qayyum's witness statement, he stated:

> *I admit the audit data shows that I removed the embargoed appointments from the ledger. I acknowledge that I didn't have specific permission from ELM to either add or*

remove any embargoed appointments. As stated in paragraph 87, I do not specifically recall this overnight shift which took place over four years ago. However, I am doing my best to now respond to this allegation and share my rationale for my actions.

95. Mr Rigby, Counsel for the GMC, set out in his opening submissions that as set out in the statement of Ms B, on 28 August 2019, she was made aware that there had been a problem accessing appointment slots and decided to stay up over the night shift on 30 and 31 August 2019 to see what was happening. She followed the ledger entries for Dr Qayyum's night shift and saw that appointment slots at 00:30, 07:00, 07:15 and 07:30 had been embargoed (blocked), more surprising was that in the morning the embargo slots had been removed as set out in the documents exhibited by Ms B.

96. It is a matter of fact that the Embargo slots were either removed or the last one was converted to or replaced with a textual appointment albeit the Tribunal noticed that they had not been provided with any evidence to show when the embargos had been inputted or at what time they had been removed.

97. The Tribunal decided that this allegation 1b was found proved.

Paragraph 2b

98. The Tribunal considered whether Dr Qayyum's actions at paragraph 1b were intended to conceal the fact that he had earlier embargoed the appointment slots.

99. The Tribunal considered Dr Qayyum's witness statement:

"I admit as a matter of fact that the ledger shows that I removed the appointment embargos at the end of my shift on 31 August 2019… I however deny that I dishonestly removed the embargoed slots to conceal the fact that I had earlier embargoed the appointment slots. The embargoed slots would have been visible to all clinical and administrative staff during the overnight shift. Anyone who looked at the ledger overnight would have seen the embargoed appointments. There was no need for me to hide the embargoed appointment slots.

100. The Tribunal considered it unlikely that Dr Qayyum intended to conceal the fact that he had earlier embargoed appointment slots by the subsequent removal because at the time the embargo slots were removed the ledger was open for real time viewing by one nurse practitioner until 00:30 and for the entire shift by Dr Qayyum, the home visit nurse practitioner, centre lead and receptionist. The on-call manager would also have sight of the ledger in real time. In fact, Ms B used that facility to watch the ledger on the 31 August shift at least until 00:30. It is no criticism of Ms B, but she would have seen the exact time the embargos were removed by Dr Qayyum if she had continued to monitor the activity on the ledger after her 00.30 ledger screenshots. As it was, she first became aware of later removals of embargoes 1a (ii), (iii) and (iv) being changed to a textual appointment for Patient 6 by the

administrative staff (not Dr Qayyum) when she viewed the ledger the following morning after the overnight shift had ended.

101. In his oral testimony, in answer to supplemental questions from his Counsel, Dr Qayyum explained that the 7:30 embargo slot ultimately became a textual appointment linked to Patient 6. The screenshot of the appointment as has the note 'further welfare call/'end of life patient' and a pale blue highlighted vertical line on the right-hand side. Dr Qayyum explained that this meant that the appointment was inputted by administrative staff. If Dr Qayyum had inputted a textual appointment, it would have had a pink highlighted vertical line.

102. The GMC in opening submitted that Dr Qayyum's explanation for entering the Embargo slots begs the question why he removed them.

103. The Tribunal was mindful that these events occurred over four years ago, and Dr Qayyum is trying to rationalise his reasons for removing the appointment embargoes as he cannot specifically recall removing the Embargoes. This would have been just another and one of many OOH shifts for Dr Qayyum who he himself admitted "micromanages "his ledger during the shift.

104. Whilst the Tribunal must not speculate the most probable explanation that could be inferred is that Dr Qayyum had no actual use for the slots later in the shift save for the 7.30 slot which was replaced with a textual appointment by the administrative staff to call back Patient 6.

105. Given his actions of both entering and subsequently in removing the Embargo slots were visible in real time during the shift the Tribunal decided that Dr Qayyum's actions were not intended to conceal the fact that he had earlier blocked out the Embargo slots. As such, the Tribunal was not satisfied that the GMC has discharged its burden of proof in respect of paragraph 2b of the Allegation.

106. As such, the Tribunal was not satisfied that the GMC has discharged its burden of proof in respect of paragraph 2b of the Allegation.

107. Accordingly, the Tribunal found paragraph 2b not proved.

Paragraph 3b

108. The Tribunal considered whether Dr Qayyum's actions at paragraph 1b were dishonest by reason of paragraph 2b.

109. The Tribunal applied the *Ivey* Test.

110. The Tribunal considered that the GMC were asking them to infer that on the balance of probabilities Dr Qayyum's actions in removing the embargo slots was for dishonest reasons

and that order to do so the Tribunal would have to safely exclude as less than probable any explanations put forward by Dr Qayyum as to why he removed the embargo slots to conceal his previous dishonest entries. The Tribunal noted that whilst Dr Qayyum could not recall why he removed them as he had entered them for valid reasons and no attempt was made to conceal the deletion and in fact one became a patient call back that it was more likely he did so for valid reasons whilst micromanaging his ledger.

111. The Tribunal considered what was Dr Qayyum's genuine belief when he removed the embargo slots and had already decided that he had not done so to conceal the entry of the embargo slots. It was likely that Dr Qayyum believed he could enter or remove embargo slots without cause for concern and he had no reason to conceal his actions as he had entered them for valid reasons but rather admits to micromanaging his ledger. He used the 7.30 protected slot for a patient call back and by removing the other embargo slots he would have freed up protected time that he may not have required after all due to the way the shift progressed Even if he had done so genuinely believing he did not have permission to delete slots given his explanations set out above and valid reasons why he would have entered the embargo slots a lack of permission to then delete would not be evidence of any dishonesty on the part of Dr Qayyum.

112. The Tribunal noted from the substantial volume of testimonials set out at paragraph 70-71 above. This assisted the Tribunal in deciding his propensity to act in the way that is alleged and decided that considering the positive testimonial evidence it was less likely that he acted in the manner alleged i.e., dishonestly and that his reason for deleting the slot was more likely to be for a valid reason than for a dishonest reason.

113. The Tribunal went on to consider whether the actions of Dr Qayyum would be considered dishonest by the standards of ordinary and decent people. The Tribunal decided that ordinary decent people would not consider that Dr Qayyum's actions amounted to dishonesty. They decided that ordinary decent people would not consider that a doctor making changes to an OOH booking ledger for valid reasons relating to patient safety amounted to dishonesty.

114. The GMC rely upon the removal of the Embargo slots at a time unknown during the shifts as being an attempt to conceal a prior dishonest act. As Dr Qayyum did not believe his actions in entering the Embargo slots to be dishonest it follows that his decision to remove the slots cannot amount to dishonesty by concealment nor would ordinary decent people consider his actions dishonest.

115. In light of its findings in respect of paragraphs 1b and 2c of the Allegation and applying the test for dishonesty the Tribunal was satisfied that neither the subjective nor objective test in Ivey was met. Therefore, the Tribunal concluded that Dr Qayyum was not being dishonest.

<u>Paragraphs 4-6 (Textual Appointment)</u>

116. In addition to the background context set out above the additional background information below is also relevant to these allegations.

117. These allegations relate to the use and later removal by Dr Qayyum of a textual appointment.

118. Ms B met with Dr Qayyum on the 1 October 2019. He admitted to micromanaging the ledger by embargoing appointment slots. She said that she reinforced the message of the Red Alert and emphasised that a failure by an agency to make an appointment because of an embargo slot may put ELM in breach of contract. Dr Qayyum said his reason for the embargo slots was for genuine clinical tasks. The Tribunal noted that although textual appointments had been used by Dr Qayyum and the admin team on the overnight shift on 30 and 31 August as well as the embargo slots, the use of textual appointments was not raised with Dr Qayyum as an issue.

119. Mr Rigby, GMC Counsel, in opening submissions stated that on 25 October Ms B had received a complaint that NEAS could not access a slot at 7.30. She telephoned the Bluebell surgery to discover that Dr Qayyum and his team had had left at approx. 7.54 a.m. Her investigation showed that the 7.30 slot had been blocked by a textual appointment made by Dr Qayyum which was removed at 7.32 on 25 October.

PATIENT 39

120. Dr Qayyum stated that the textual appointment was used for clinical reasons and he ultimately used the slot to try to call back Patient 39. Ms B discussed patient 39 on the morning of 21 November 2019 with Dr Qayyum whilst she was in her car. In her note of the call when she raises the events of the night of 25 October she states that Dr Qayyum said that he put in the textual appointment in after seeing Patient 39. He said he told Patient 39 that he would call him back later in his shift.

121. The GMC submitted as had ELM during their investigations that the textual appointment had been inputted at 23.16 on 24 October which was before Dr Qayyum had seen Patient 39 and that Dr Qayyum's clinical notes made no reference to calling back Patient 39 the inference being that Dr Qayyum's explanation was incorrect and supported in some way an allegation of dishonesty. The GMC submitted that had Dr Qayyum wished to call Patient 39 back he could have asked the admin team to put in an appointment or he could have put a note in the textual appointment. The GMC submitted that the fact he later removed the entry was evidence of a guilty mind.

122. The Tribunal noted the evidence set out above that Dr Qayyum and other clinicians both prior to and after the introduction of direct booking were using textual appointments often as reminders. Dr Qayyum had stopped using embargo slots to create protected time since Ms B raised the issue in her meeting with Dr Qayyum on 1 October 2019 but he was not told at this meeting that the use of textual appointments was not permitted either or the impact the use of textual appointments had on the direct booking system.

123. The ledger for the allegations relating to 30 to 31 August included textual appointments some made by Dr Qayyum and one by the admin team but Ms B did not take issue with the textual appointments. Further the textual appointment was inputted by a member of the admin team on the 31 August, and they had not raised any issue with the use of such an appointment on the ledger.

124. During the hearing, it was apparent that the screen shots of the ledger for the overnight OOH shift 24 to 25 October 2019 exhibited to Ms B statement was incomplete and therefore inaccurate. In her oral testimony she said that it was because she had done the screen shots and if Ms L (Performance and Governance Manager) had done them they would not look like that.

125. The inaccuracies relate to the fact that the screen shots are missing the 3 patient appointments that occurred before midnight at 22.00, 22.45 and 23.00. If the 23.00 appointment finished on time at 23.15 then Dr Qayyum made his textual appointment immediately following that patient appointment.

126. Whilst during the call to Ms B in her car on 21 October 2019 she states Dr Qayyum says he put it in in after seeing Patient 39 during the meeting with Mr M on the same day Dr Qayyum explains in that meeting note that "*it was common practice since changed to direct booking that as clinicians, we would often either contact patient for planned reviews or to facilitate admissions for the overnight case load. In this particular scenario 2 such cases (one before midnight and one around 2.30 a.m.). I put in textual appointment to facilitate contact and review of these patients with the aim of not unduly mitigating against NEAS having the ability to book an appointment overnight. Unfortunately, the latter of the 2 was a failed contact of a planned review. I therefore removed the textual appointment to avoid any confusion as there were no open cases. I had mentioned the planned review to the admin team earlier in the night.*"

127. The later evidence shows the accurate screen shots obtained only after a disclosure request by Dr Qayyum's legal team. These shows that his recollection was correct, and he had seen patients before midnight i.e., the 3 at 22.00, 22.45 and 23.00 slots.

128. The Tribunal accepted that the function of the textual appointment was protected time for Dr Qayyum to deal with any outstanding patient or admin matters. Having had 3 back-to-back appointments at the start of the shift he could not with any certainty predict how the shift would pan out. He knew from the 1 October meeting that he should not create protected time with embargoes but thought a textual appointment was acceptable.

129. The Tribunal noted that ELM had investigated based on the inaccurate ledger, the GMC investigated on this inaccurate ledger and put forward its case in terms of allegations 4, 5 and 6 based on the inaccurate ledger.

130. The ELM letter to Dr Qayyum dated 6 December 2019, following the outcome of the investigation incorrectly refers to only 3 patients on the overnight shift and fails to include the 3 patients seen by Dr Qayyum before midnight, refers to Dr Qayyum *"inputting the textual appointment at 11.16 not 23.16 and goes on to say it was well before his first patient appointment at 11.34 and states that because call back to patient not in clinical notes and no audit of call or new case opened that IF IT IS NOT DOCUMENTED IT DID NOT HAPPEN."*

Paragraph 4a

131. The Tribunal considered whether on 24 to 25 October 2019, during a night shift at ELM, without valid reason and/or permission, Dr Qayyum inputted an appointment on the ledger at 23:16 on 24 October 2019, for 07:30 to 07:45 on 25 October 2019.

132. Dr Qayyum stated in his witness statement:
"I admit that I inputted a textual appointment onto the ledger at 23:16 on 24 October 2019 for 07:30 to 07:45 on 25 October 2019. I acknowledge that I was not given specific permission for this, however, I hope to clarify why I felt this was justified to ensure safe working practices and importantly effective clinical care.

133. Whilst the Tribunal decided that he may have had a valid reason to block out this slot in terms of wanting to protect time to call back or review patients seen earlier in the evening or possibly to avoid having a patient to deal with in the difficult period encountered with the Bluebell staff starting their shift early as a matter of fact he did not have permission (albeit he was not aware he did not have permission as he believed the use of textual appointments as opposed to embargos was acceptable).

134. Accordingly, the Tribunal found paragraph 4a proved.

Paragraph 5a(i)(ii)

135. The Tribunal considered whether Dr Qayyum knew that the appointment detailed at paragraph 4a was (i) not a genuine patient appointment and (ii) an attempt to block out time.

136. Dr Qayyum's evidence in his witness statement was that: *"The textual appointment was intended for use for genuine clinical and patient related reasons. It was to enable protected time to fulfil necessary clinical duties. It is only in this context that I acknowledge it as 'blocking out time'. It was not an attempt to merely block out time for personal reasons, rest, or enable early finishing of the shift."*

137. The GMC submitted that it was not a genuine patient appointment because it was not linked to a specific patient. The Tribunal considered the evidence and decided whilst the appointment was made to create protected time for genuine clinical reasons it was not for a specific named patient appointment and therefore was not a genuine patient appointment in terms of what the GMC and ELM would consider to be a specific named patient appointment on the ledger.

138. The Tribunal accepted that the textual appointment was an attempt to block out time albeit for valid genuine clinical reasons.

139. The Tribunal therefore found paragraph 5a(i) and (ii) proved.

Paragraph 6a

140. The Tribunal considered whether Dr Qayyum's actions at paragraph 4a were dishonest by reason of paragraph 5a.

141. The Tribunal reminded itself of the *Ivey* Test.

142. The Tribunal considered that the GMC were asking them to infer that on the balance of probabilities Dr Qayyum's actions in entering the textual appointment was for dishonest reasons and that order to do so the Tribunal would have to safely exclude as less than probable the explanations put forward by Dr Qayyum as to why he entered the textual appointment. The Tribunal decided that on the balance of probabilities Dr Qayyum's explanations amounted to valid reasons why at the time he inputted the textual appointment i.e. at the point he entered the textual appointment early in the shift and after having already dealt with three back to back slots and having no idea how the rest of the shift would pan out, the Tribunal decided that it was more likely that Dr Qayyum was creating protected time to call back patients. The factual matrix around Patient 39 and the initial confusion about the time of entry of the textual appointment did not detract from the valid reason for entering such protected time.

136. The Tribunal decided that it was likely on the balance of probability that not only had he entered the textual appointment for valid clinical reasons it was probable that Dr Qayyum held a genuine belief at the time he inputted the textual appointment that he required protected time. By this time he was aware that he should not use embargo slots (due to the effect they had on the NEAS direct booking system) but believed it was permissible to use textual appointments to create protected time on the ledger. Even though the Tribunal accepted that the textual appointment he used was not a genuine patient appointment and was an attempt to block out time they decided it was likely for valid reasons. The Tribunal also took into consideration in reaching this decision that Dr Qayyum was alive to the issues that may arise with Bluebell staff early on 25 October and the risk that if he saw a patient in the 7.30 slot with complex clinical problems, there would be a risk that he would be unable to adequately deal with the patient before he was asked to leave the consulting room and no longer had access to the consulting room, computer and patient records, which would compromise the patient safety. Furthermore, the patient safety element was compounded by the fact that ELM only operated the out of hours service at Blue Bell until 7.59 (albeit blocked from 7.45 to 8am). Dr Qayyum could not simply handover the patient to the Bluebell staff as the patient could be registered with any one of the numerous practices that ELM provided services to.

143. The Tribunal decided that even if he had entered the slots without permission and by not linking the slot to a named patient given his explanations set out above and reasons why he would have entered the textual appointment a lack of permission or failure to create a named patient slot or blocking out time for a genuine reason would not be evidence of any dishonesty on the part of Dr Qayyum.

144. The Tribunal noted from the substantial volume of testimonials set out at para 70-71 above. This assisted the Tribunal in deciding his propensity to act in the way that is alleged and decided that considering the positive testimonial evidence it was less likely that he acted in the manner alleged i.e., dishonestly and that his explanations were likely to be credible.

145. The Tribunal went on to consider whether the actions of Dr Qayyum would be considered dishonest by the standards of ordinary and decent people. The Tribunal decided that ordinary decent people would not consider that Dr Qayyum's actions amounted to dishonesty. They decided that ordinary decent people would not consider that a doctor making changes to an OOH booking ledger for valid reasons relating to clinical and admin needs amounted to dishonesty.

146. The Tribunal in assessing Dr Qayyum's honesty also noted that Dr Qayyum had admitted that he left at 7.45 on 25 October. The Tribunal noted that the 7.45-8am slot is blocked out on the ledger so he could not see a patient in that event.

147. Dr Qayyum said in his witness statement:

The allegation against me relates to inputting, on 24 October, a textual appointment for between 07.30 – 07.45 on 25 October 2019. However, I am aware that Ms B's statement sets out that she called the hub at either 07.45 or 07:50 on 25 October 2019 and was informed that none of the ELM overnight staff were there. It was custom and practice for all ELM staff (clinical and administrative) to leave the building together at around 07.45 or shortly thereafter. This would occur on an almost daily basis on weekdays. There were, of course, circumstances whereby we could be delayed beyond 08:00 for clinical or administrative reasons. This leaving from around 07:45 started around the summer of 2019 and was a result of having to vacate the clinical rooms and administrative reception desks and computers to allow the Bluebell staff access. The Bluebell Medical Centre staff would already be logged on to the terminals prior to 08:00 and during this point the phone lines would also be diverted back for the purposes of Bluebell. As we did not operate as a 'walk in centre' patients would not come in off the street. All ELM out of hours appointments at Bluebell were pre-booked.

148. He went on to say as set out in Mr M's note of the fact finding meeting on behalf of ELM with Dr Qayyum on 21 November 2019 that:

"I was asked to leave the room at 7.35 (approx) and then went to the reception desk with the admin staff and there were no active cases on the screen or any dialogue of NEAS attempting to book an appointment. Irene had already left before I left my room. Some clinical staff and admin staff from BlueBell arrived at 7.45am. Sam left about

this time and as there was no room available, no active cases and the centre lead had finished their admin role and we left together at 7.50am.

I appreciate that in retrospect that despite the admin staff leaving, no active cases that contractually none of us should have left before 8am. Also, as a doctor, I should have held myself to a higher standard and stayed until 8am even if the admin team had left and in future I would ensure that I am always mindful in my duty of care.

The centre lead requests the doctor and staff to sign in on entry and often with a view to difficulty to scanning in after 7am will request the doctor to sign out retrospectively. This is not a deliberate falsification as alleged. This is a common theme since the inception of STAR in April 2017 whereby staff are required by centre leads to sign out before 8am to enable to complete their administrative duties and scan accordingly before the end of the shift".

149. Whilst the Tribunal accepted that on the morning of Tuesday 25 October, Dr Qayyum left Bluebell around 7.45am, he was mindful that the Bluebell staff did arrive early and it was the Bluebell day staff that answered Ms B call, and not the ELM staff. Dr Qayyum explained in his witness statement:

"The allegation against me relates to inputting, on 24 October, a textual appointment for between 07.30 – 07.45 on 25 October 2019. However, I am aware that Ms B's statement sets out that she called the hub at either 07.45 or 07:50 on 25 October 2019 and was informed that none of the ELM overnight staff were there. It was custom and practice for all ELM staff (clinical and administrative) to leave the building together at around 07.45 or shortly thereafter. This would occur on an almost daily basis on weekdays. There were, of course, circumstances whereby we could be delayed beyond 08:00 for clinical or administrative reasons. This leaving from around 07:45 started around the summer of 2019 and was a result of having to vacate the clinical rooms and administrative reception desks and computers to allow the Bluebell staff access. The Bluebell Medical Centre staff would already be logged on to the terminals prior to 08:00 and during this point the phone lines would also be diverted back for the purposes of Bluebell. As we did not operate as a 'walk in centre' patients would not come in off the street. All ELM out of hours appointments at Bluebell were pre-booked."

150. In light of the credible explanation provided by Dr Qayyum, the Tribunal did not consider that this amounted to dishonesty.

151. In light of its findings in respect of paragraphs 4a and 5a of the Allegation and applying the test for dishonesty the Tribunal was satisfied that the subjective test in Ivey was not met. Therefore, the Tribunal concluded that Dr Qayyum was not being dishonest.

152. As such, the Tribunal was not satisfied that the GMC has discharged its burden of proof in respect of paragraph 6a of the Allegation.

153. Accordingly, it found paragraph 6a of the Allegation not proved.

Paragraph 4b

154. The Tribunal considered that whether on 24 to 25 October 2019, during a night shift at ELM, without valid reason and/or permission, Dr Qayyum deleted the appointment as set out at paragraph 4a from the ledger at 07:32 on 25 October 2019.

155. In determining paragraph 4b, the Tribunal noted Dr Qayyum's witness statement where he said:

> *"I admit as a matter of fact that the audit data shows that I deleted the textual appointment at 07:32 on 25 October 2019. I acknowledge that I did not have any specific permission for this act. My best recollections are that the textual appointment was used for several purposes as I have set out above…*
> *I struggled to reconcile how the service could not justify administrative, catchup or handover slot blocks…"*

156. The audit data shows the last activity of Dr Qayyum on SystmOne OOH as being at 07.32am and the screen action is shown as the appointment ledger. The audit trail for that appointment shows that Dr Qayyum entered an appointment on the 24 October at 23.16 and it was for a slot of 25 October at 7.30. On 25 October at 7.32, Dr Qayyum then deleted that slot.

157. In light of his admission, the Tribunal found paragraph 4b of the Allegation proved.

Paragraph 5b

158. The Tribunal considered whether Dr Qayyum knew that his actions at paragraph 4b were intended to conceal the fact that he had earlier blocked out the appointment as set out at paragraph 4a.

159. The Tribunal considered Dr Qayyum's witness statement:

> *"I remain unsure as to why I would have removed the textual appointment at 07:32 on 25 October 2019. There was no reason for me to do so and it was not my usual practice at the time. I inputted and used the slot for legitimate clinical and administrative reasons, as was the case on all previous occasions. I have previously left textual appointments on the ledger, and I reference 30 to 31 August 2019 as an example of this practice. Again, all of my actions on the ledgers were visible to all ELM clinical and administrative staff throughout the shift. I did not dishonestly remove the textual appointment slot to conceal its earlier use."*

160. Furthermore the Tribunal noted the transparency across the team of the way the ledger worked meant that all of the team members on any shift would be able to view the addition or deletion of textual appointments on the ledger.

161. The Tribunal decided that having accepted that it was probable that Dr Qayyum entered the textual appointment for a valid reason and even though it was not a genuine patient appointment and amounted to an attempt to block out time he was not dishonest in doing so. Dr Qayyum explained that he may have removed the textual appointment to avoid confusion at the end of the shift as there were no open cases and he could not reach the patient by phone who he had intended to use the protected time for this patient review but accepted it was not his usual practice to remove textual appointments.

162. The Tribunal noted that on 25 October Dr Qayyum did not leave until approximately 7.45 and would have had nothing to gain by blocking out time at 7.30 for no reason and then subsequently deleting the textual appointment.

163. As such, the Tribunal was not satisfied that the GMC has discharged its burden of proof in respect of paragraph 5b of the Allegation.

164. The Tribunal therefore found Paragraph 5b not proved

Paragraph 6b

165. The Tribunal considered whether Dr Qayyum's actions at paragraph 4b were dishonest by reason of paragraph 5a.

166. Although Dr Qayyum cannot specifically recollect removing the textual appointment and had confirmed it was not his normal practice to do so, given that the Tribunal found that Dr Qayyum had not acted dishonestly in entering the textual appointment and had found that his later removal of the textual appointment did not amount to an attempt by him to conceal the fact he had earlier blocked out the slot with the textual appointment they did not consider that his actions in removing the appointment were likely to be dishonest .

167. The Tribunal noted from the substantial volume of testimonials set out at paragraph 70-71 above. This assisted the Tribunal in deciding his propensity to act in the way that is alleged and decided that in light of the positive testimonial evidence it was less likely that he acted in the manner alleged i.e., dishonestly and that his explanations were likely to be credible.

168. The Tribunal went on to consider whether his conduct was honest or dishonest applying the objective standard of ordinary decent people. The Tribunal decided that ordinary decent people would not consider that Dr Qayyum's actions amounted to dishonesty. They decided that ordinary decent people would consider that Dr Qayyum was doing his best to deliver the OOH service whilst maintaining patient safety and would not consider that a doctor making changes to an OOH booking ledger for valid reasons by either

the addition or subsequent removal of textual appointments at the end of the shift amounted to dishonesty.

169. As such, the Tribunal was not satisfied that the GMC has discharged its burden of proof in respect of paragraph 6b of the Allegation.

170. Accordingly, it found paragraph 6b of the Allegation not proved.

<u>Additional Background for Allegations 7-10 (Overlapping Shifts)</u>

Dr Qayyum's circumstances

171. Dr Qayyum continued to work a larger number of OOH shifts (predominantly overnight) whilst still under considerable personal family pressure during the time frame of the Allegations December 2019 to April 2020.

172. He only did OOH and extended hours work which consisted of predominately overnight and weekend shifts. It was accepted that he was not typical of the GP's employed by either of the Companies – most clinicians had other day jobs, i.e., in GP practice, and then some did additional shifts as OOH work. All his work and income were reliant upon him being allocated sufficient OOH shifts by both Companies. Another atypical feature is that he provided those services (OOH and extended) to two separate companies, ELM and GatDoc. He was explained that he was reliant on overbooking of shifts and then handing them back if clashes arose.

Covid-19 Pandemic

173. During this time clinicians (including Dr Qayyum) were under tremendous pressure professionally due to a severe winter flu period and the emergence of the Covid 19 pandemic which ultimately resulted in the National Lockdown period in the UK in March 2020.

174. The Tribunal noted that Dr Qayyum also helped as much as possible with filling shifts and was one of the bedrocks of the services particularly during the Covid pandemic. He continues to provide such OOH services to GatDoc.

175. The Tribunal also had regard to the fact that during the Covid-19 pandemic admin staff were working remotely from home and up to 18 hours a day. Furthermore, the admin teams at both Companies would have had to deal with staff shortages and due to sickness and self-isolating requirements which added further pressure to the administrative team working practices during this period.

RotaMaster

176. RotaMaster is the web-based software application used by both Companies for the booking and management of the clinician rotas used to provide the OOH services.

177. GatDoc and ELM's RotaMaster systems were entirely separate, as such they did not synch or talk to each other in any way. The Tribunal noted that there was no link between the computer interface of the two services and prior to the investigation by ELM, there was no agreement to share information regarding overlapping shifts between the two companies.

178. It was accepted that RotaMaster at both companies would have had a dedicated link to access the web-based services home page for each Company and that an individual would be provided with a distinct log in and password from each Company to then access the functionality available on RotaMaster's web-based service by various drop-down menus and tabs to navigate around the system.

179. Whilst the Tribunal was provided with Dr Qayyum's login times to RotaMaster, there was no indication in the evidence to inform exactly what Dr Qayyum was looking at. This was because the RotaMaster system had several functions including RotaMaster shifts, time sheets and a place where both the companies could upload protocols and guidance.

180. Ms A, (Service Rota Manager for ELM), albeit she was on maternity leave during the period of these allegations, she explained that the shift covers 18:30 to 08:00 and 24 hours over weekend and bank holidays. The rota shifts cover receptionists, centre-leads, GPs and nurses and she has 190 people in her remit.

181. The Tribunal noted from the evidence provided that both companies provide services 24 hours on the weekend and public holidays and from early evening until 8am during the week. Whilst there were some slight variations between the start time between the two companies, they both provided similar standard OOH shift patterns.

182. Whilst the GMC and their witnesses Ms B, Dr D and Ms A did not initially accept the existence of what had been referred to as Bespoke shifts i.e., different to the standard shift patterns, following cross examination by Dr Qayyum's counsel the GMC witnesses accepted there were non-standard shifts available to be booked by clinicians during the period December 2019 – April 2020.

183. It was the Tribunal's understanding that both Companies would create in advance a rota for a period of weeks that would already be populated by some regular shifts undertaken by certain staff and clinicians. (There was no overlap between the two Companies rotas as each had their own dedicated RotaMaster system). The staff and clinicians could then "bid" for shifts via RotaMaster. If after this bidding exercise gaps remained in the rotas the Company would email clinicians seeking availability to cover the remaining shifts. As it got closer to the shift start date, if gaps still remained or new gaps appeared, they would often e mail or call clinicians to seek availability. The need for non-standard shifts to be covered usually at very short notice arose because both companies' fulfilment of the rota was regularly under pressure due to sickness and there were gaps that needed to be filled at short notice. If the clinician was not able to undertake the entire full

shift where there was a gap in the rota, the organisation would often ask if any clinicians would offer partial cover. This was particularly prevalent during the Covid-19 Pandemic.

184. The shifts visible to clinicians on the RotaMaster screen would reflect the standard shift patterns referred to above, however the non-standard shift patterns would have to be entered manually by an administrator who had access rights to amend RotaMaster. Access rights were limited to only key administrators within each Company.

185. The Tribunal decided that there were several methods by which a clinician could agree to a non-standard shift, for example, by email, telephone call, face to face and in the case of ELM by text message. Once the non-standard shifts had been agreed with a clinician, it was the role of the administrator to make sure RotaMaster was accurately updated.

186. The Tribunal decided based on the evidence provided that there were also several methods clinicians could use to cancel shifts, however the cancellations on RotaMaster could only be made by certain administrators at that time. It was accepted that not all administrative staff at either ELM or GatDoc had access to RotaMaster. Witnesses from both Companies confirmed that if a clinician contacted them to accept or cancel a shift it was not updated on RotaMaster immediately and would not be added until an Administrator with access rights was available. This may be a delay of a couple of days from when the shift was accepted or cancelled, if the request or cancellation made during a weekend.

187. Furthermore, it was accepted that for clinicians the winter period is usually very busy due to the flu season and there was always pressure to ensure shifts were filled. However, the emergence of the Covid-19 pandemic during the winter of 2019/2020 beginning international travellers and later the general population, the winter pressures became worse and there was significant challenges for clinicians and other staff. From late January 2020, both services were making contingency plans to deal with the evolving Covid-19 pressures with further changes to processes, sites and staff working patterns with many non-clinical staff working from home. During the Covid-19 pandemic, there were often gaps in the rota that needed to be filled at short notice for face to face shifts and shifts for GP's to be on stand-by to help cover shifts. The gaps were often due to ill health, vulnerable clinicians, self-isolating and some clinicians were reluctant to see patients face to face.

188. Dr E in her witness statement and restated in her oral evidence that there were certain GP's that the admin team would 'target' who were known to do their best to help and she was aware Dr Qayyum was one of these GP's. The Tribunal also noted the emails exhibited by Dr Qayyum which show circumstances when he was asked to cover shifts at short notice.

189. The Tribunal noted that Dr E used a moleskin paper diary for any changes on the rota system. While Dr F used 'Locum Organiser,' an online system which included a diary system and the ability to generate invoices. Dr F stated that he found keeping his own records and using Locum Organiser to be much more accurate than RotaMaster was at the time. Therefore, at the time, he did not rely on RotaMaster as his records and RotaMaster rarely

matched. Both Dr E and Dr F only worked for one OOH service, whereas Dr Qayyum worked for two services.

190. Dr Qayyum explained to the Tribunal that he relied upon the diary entries that he inputted to his mobile phone and that this would reflect any changes that he believed the admin team at either Company had made on RotaMaster. He accepted that this was evidence of a poor administration system on his behalf that was open to human error, however he said was always aware of the work location he was supposed to be attend for an in person.

191. Neither Dr Qayyum nor any of the other clinicians who gave evidence on the matter would go into RotaMaster to check their up-to-date shift bookings.

192. The Tribunal was presented with verbal and documentary evidence from Dr F, Dr E, Mrs G and Dr Qayyum which showed the errors which arose when one compared the RotaMaster records with the work that they had done. Further specific incidents of which are set out below.

193. GMC's opening submissions stated that Dr D was informed in April 2020 by Ms I the then Service Lead that there might be an issue with Dr Qayyum working overlapping shifts. They agreed that this should be investigated, and they agreed to share data with GatDoc. Ms I's initial analysis of the overlapping shift work by Dr Qayyum from both companies was exhibited to Dr D's statement, there then followed further investigations by ELM which included a meeting with Dr Qayyum, dated 28 May 2020. Ms I also prepared a report dated 22 June 2020.

Paragraph 7

194. The Tribunal considered whether between December 2019 and April 2020, on one or more occasion as set out in Schedule 1, Dr Qayyum worked and/or were booked for overlapping hours for ELM and GatDoc ('the Companies'), doing both on-call and in person shifts (the 'Overlapping Shifts').

195. The Tribunal examined the times at Schedule 1. There were 16 occasions whereby Dr Qayyum had *in person* shifts for one company and *on call* shifts for another company simultaneously. There were also 2 occasions where Dr Qayyum had booked and/or worked *in person* for both companies and 2 occasions *on call* for both companies. The Tribunal noted on 11 January 2020 (item 4 of Schedule 1), Dr Qayyum was booked to be on call for both ELM and GatDoc and was activated by GatDoc at 15:00.

196. The Tribunal accepted Dr Qayyum was booked to work for both companies on the same date where the shifts overlapped by between one or two hours. The Tribunal considered how it would be possible for Dr Qayyum to work both in person shifts in light of the fact they were 40 minutes driving distance apart in standard traffic. The Tribunal was told by witnesses that if a doctor did not turn up for their shift, it would be a problem for the

service which could not go unnoticed. The Tribunal received no evidence that Dr Qayyum left a shift early or arrived late to another shift. The Tribunal therefore decided that he could not have physically worked the two overlapping shifts although he was booked to work the two shifts.

197. The Tribunal interpreted the word 'booked' as evidence that Dr Qayyum was listed on the RotaMaster system for that shift and the word 'worked' that it meant Dr Qayyum was being paid for by a service such as on call, albeit he did not provide in person services. In those circumstances based on documentary evidence, Dr Qayyum had on one or more occasion worked and/or was booked for overlapping shifts.

198. Therefore, the Tribunal found paragraph 7 proved.

Paragraph 8a and 8b

199. The Tribunal considered whether in advance and/or during the Overlapping Shifts, Dr Qayyum knew that (a) he was not able to provide the required and/or booked service to both of the Companies and (b) it was not appropriate to work the Overlapping Shifts.

200. Dr Qayyum denied that he knew or would have intentionally worked or covered Overlapping Shifts as set out in Schedule 1. He stated he was not aware he was booked to work the overlapping shifts until ELM brought the issue to his attention in April 2020 and during the ELM investigation.

201. The Tribunal heard evidence that Dr Qayyum had historically 'block requested' shifts on RotaMaster with both companies with the view of formulating a working rota with his approved shift allocations. This approach of 'overbooking' and then handing back duties, with adequate notice as per the rules and terms and conditions of his contract, had formed the basis of his working pattern for several years.

202. Having considered the evidence, the Tribunal decided that whilst RotaMaster is a software system used by a number of organisations for the creation of rotas, the manner in which it was being used, in particular the limited administrator access rights and the fact that non-standard shifts had to be populated by an administrator as did changes and cancellations to shifts could gave rise to errors in the use of the RotaMaster system.

203. Dr Qayyum acknowledged that his own administrative skills to be inadequate at times and bookings were not showing on his phone diary system as he had manually deleted them when he cancelled them with a Company i.e., not show on his mobile phone but those shifts had in fact not been cancelled on RotaMaster. Dr Qayyum accepted that his administrative system failed between December 2019 and April 2020. Dr Qayyum took full responsibility for the administrative mistakes he made but also referred to the errors with the Companies failing to cancel shifts or parts of shifts on RotaMaster and errors with RotaMaster as also referred to by Dr F, Dr E and Mrs G.

204. The Tribunal decided that it was probable that he did not know about the Overlapping Shifts because if he was on call, he would not know, unless he was activated. The Tribunal noted that there is no need for a clinician to log on to SystmOne or Adastra if on call unless they are activated. The Tribunal accepted that Dr Qayyum did not know that he was booked and/or worked overlapping shifts.

205. In general principle, Dr Qayyum would understand that it was inappropriate to undertake overlapping shifts. However, given the context that he did not realise he was booked for overlapping shifts, the Tribunal accepted this as a credible explanation and therefore he did not know that he was not able to provide the required and/or booked service to both Companies and therefore he did not know it was not appropriate.

206. As such, the Tribunal was not satisfied that the GMC has discharged its burden of proof in respect of paragraph 8a and 8b of the Allegation.

207. Therefore, the Tribunal found paragraph 8a and 8b not proved.

Paragraph 10a

208. The Tribunal considered whether Dr Qayyum's actions at paragraph 7 were dishonest by reason of paragraph 8.

209. The Tribunal considered the *Ivey test*

210. In his witness statement, Dr Qayyum explained some of the context of shifts, including:

> *"Alternatively, it is possible the overlapping shifts seen on RotaMaster arose because of an administrative oversight on my part. XXX, and I acknowledge that due to having a XXX my administrative processes and checks may have not been up to standard. I enclose as Exhibit AQ23 a copy of an email I sent to GatDoc on 3 December 2019, in which I had mentioned experiencing some unforeseen circumstances, and requested late notice shift cancellations. This was a difficult period of time for various reasons. If it was an error on my part, it was an honest error. I did not knowingly overlap or do so with dishonest intent.*
>
> …
>
> *Whilst I do not recall the majority of the dates set out in Schedule 1, I accept that overlapping of shifts could have been down to a lapse in my administrative system. It was a very busy winter and then the Covid-19 pandemic hit. The impact of having a XXX and also vulnerable family members during the early portion of the pandemic further impacted circumstances. I recollect that I was sincerely trying to do my best to work whilst managing significant family and personal stressors. If any of the overlapping shifts are down to my error, then they were honest administrative errors. I*

did not knowingly or intentionally work overlapping shifts. I would never dishonestly overbook or overlap shifts."

211. Dr Qayyum stated he didn't have any knowledge of the existence of overlapping shifts, which the Tribunal accepted as probable. It considered that the reason why he may not have had knowledge was because it was more likely that he held a genuine belief, he had cancelled any overlapping shifts or was not aware of them at all. He was in the habit of overbooking shifts and then handing them back that two separate companies. He accepted there was admin errors on RotaMaster, and his own personal administration was inadequate i.e., inputting shifts manually into his mobile phone diary and but not checking on RotaMaster if those shifts had in fact been cancelled or not. The Tribunal accepted that there was an element of human error in both the operation of RotaMaster and Dr Quayyum's own personal administrative systems, coupled with Covid-19 pandemic and the family pressures that Dr Qayyum was facing created in his words *"the perfect storm".*

212. This situation was compounded by November 2019, as Dr Qayyum explained in oral evidence how he was under extreme pressure in his personal life. He told the Tribunal that XXX.

213. Furthermore in January, there is an emergence of Covid-19 and all clinicians were under increased pressure and both companies were reliant on him for his clinical skills. Dr E said that there were certain GP's that the administrative team would 'target' who were known to do their best to help and she was aware Dr Qayyum was one of these GP's. Dr F also had a similar opinion that *"the winter is always a busy period and ELM were always looking for people to cover shifts. There was always pressure to ensure shifts were filled. It was known that Dr Qayyum would always be willing to help out the service."*

214. The Tribunal concluded that Dr Qayyum's own state of mind at the time was that it was probable that he did not know he was booked and/or worked for overlapping shifts.

215. Whilst the GMC submitted that it was not credible that the administrative staff would repeatedly fail to enter the incorrect information, the Tribunal noted that whilst there were 20 examples of overlapping shifts as set out in schedule, 1 Dr Qayyum had explained his usual practice was to hand back or cancel shifts in blocks i.e. one call would cancel numerous shifts. The Tribunal considered it was therefore more credible that administrative errors had occurred where shifts were not cancelled on rota master, particularly given the Covid 19 pressures at the time from the administrative staff and the pressure to fulfil gaps in rotas at very short notice. The GMC also submitted that is was not credible that he would repeatedly fail to cancel shifts and fail to notice he was double booked. The Tribunal considered that Dr Qayyum's explanation about the inadequacies in his personal administrative systems, coupled with his family pressures and the Covid pressures made these failings a more likely occurrence.

216. The Tribunal relied on the positive testimonials that attest to Dr Qayyum's good character as set out in paragraph 70-71 above. It considered such testimonials went to both

his credibility as to his version of events and his propensity to act in the way alleged i.e., dishonestly and decided that it was improbable given Dr Qayyum's good character that he would behave dishonestly in this way.

217. The Tribunal took the view that Dr Qayyum's actions would not be considered dishonest by the objective standards of ordinary decent people. When presented with all information that the Tribunal had considered, they would not conclude that these administrative failures by either administrative staff during unprecedented times or Dr Qayyum himself would not amount to dishonesty.

218. As such, the Tribunal was not satisfied that the GMC has discharged its burden of proof in respect of paragraph 10a of the Allegation.

219. Therefore, the Tribunal found paragraph 10a not proved.

Paragraph 9 and 10b

220. Before considering paragraph 9 and 10b of the allegation, the Tribunal reminded itself of the evidence it received on how invoicing/payments systems of shifts at ELM and GatDoc were different.

ELM payment

221. Dr Qayyum described in his witness statement how he creates invoices to be paid by ELM:

> *"GPs and Nurse contractors were required to submit invoices for work done for ELM monthly. Various modalities were accepted. I believe most clinicians opted to email a copy of their invoice as either a free text or spread sheet document. Some also populated an invoicing template that they were familiar with, and included the dates worked and amounts accordingly. From my recollections, most clinicians also used RotaMaster to reference duties completed, and would fashion the invoice on the basis of the 'My Timesheet' tab. I always opted to generate my invoices for ELM by using the shifts populated on the 'My Timesheet' portion of RotaMaster; with the caveat that on call 'call outs' were rarely reflected and were to be added separately to the invoice."*

222. Ms A confirms Dr Qayyum's explanation in her witness statement–

> *"Each clinician has a timesheet they can view on Rotamaster which shows which shifts they've worked. Once the clinician is confirmed for the booking, the rates of pay are confirmed. The clinician has to create their own invoice and email this into the ELM office for payment. We would then check that the shifts had been worked, authorise the invoice and release the payment to the clinician. Part of my role was to pay the invoices and I did until a few months ago when a payroll officer role was created."*

GatDoc

223. Dr Qayyum described in his witness statement:

"GatDoc does not require GPs to submit invoices for the work they have undertaken. Payment is made retrospectively at the end of the month on the basis of RotaMaster, clinicians' log in and log off times on Adastra, and operational handover sheets.

For each in person shift at GatDoc, staff are required to login to the Adastra database. These log in times are used by the administrative staff to double check the accuracy of RotaMaster prior to autogenerating invoices. Obviously, this is not the case for on call shifts as by the very definition of on calls there is no logging in."

224. Dr E described in her witness statement that:

"GatDoc was unusual in that we were not required to invoice for the shifts that we worked. RotaMaster was used to record shifts undertaken by staff and this was the basis for payment. We would receive payment accompanied by a remittance containing the total being paid to us. There was no breakdown of the allocated shifts or shifts worked or the payment for each shift."

225. The Tribunal considered that there were two distinct payments systems employed by the two companies for the shifts worked by the clinicians. Further it noted that the dates for the receipt of payments differed i.e., GatDoc would provide automatic remittance at the end of each month for any shifts worked during that month. The GatDoc remittance note does not provide any breakdown to show any individual or shift or part of a shift worked by a clinician. ELM made payment following receipt of an invoice from a clinician and therefore date of the payment made by them was dependent upon the date of the clinician submitted their own invoice.

226. The Tribunal then considered the evidence provided by Dr E, Dr F and Nurse Mrs G, who cited examples of when they had experienced discrepancies in the payments received from ELM or GatDoc due to RotaMaster not always accurately reflecting the actual shifts, or part of shifts, worked by them.

227. The issue with RotaMaster not accurately reflecting cancellations in real time or at all on occasion was also evidenced by Dr Qayyum's email to Ms P (who acted as interim Rota Manager during Ms A's maternity leave) on 21 May 2018. In the email there was a mutual agreement Dr Qayyum would start his shift later, but this had not been reflected in RotaMaster.

"I spoke to Ms K and Ms J early last week and we mutually agreed I would start later at 12 to enable me to get adequate rest and fulfil my religious commitments and prayer at the mosque. Ms K informed me that she would liaise with you as pertains finding cover until 12 and changing Rotamaster accordingly. I just checked, and it

looks like I'm still on the system for 10pm starts. It may be that I hasn't been amended yet. Could you please look into this as a matter of urgency, as I will be starting the midnight starts from tomorrow until mid June. Any issues or difficulties then do please let me know and I will do my best accordingly to assist. If you get really stuck for cover then please let me know ASAP on the day and I will try my best to help out and start at 10pm to help support the service."

228. Dr F recalled an incident where he had worked an overnight shift however this was not reflected on RotaMaster. Whilst the GMC put to Dr F that there could have been a misunderstanding between him and the administrative staff in relation to the dates he was going to stop working OOH shifts. The Tribunal accepted the clear cogent evidence from Dr F why he had strong recollection of the dates of his actual shifts. He explained that the Covid pandemic had heightening in April 2020, XXX, and XXX had asked him to stop working on the OOH service.

229. In his oral testimony, Dr F also took the Tribunal to examples of RotaMaster entries for shifts that he had worked or been on call for that showed zero values on the RotaMaster system which would have resulted in discrepancies in payments received by him if he had not checked his separate diary system. In addition, both Dr F and Dr Qayyum were clear that any additional payments that they were due to receive for training GP registrars during a shift were never picked up on RotaMaster and they always had to follow this up to the administrative team.

230. Nurse Mrs G said in her oral evidence that *"you would pick up shifts late and it wouldn't always on rota master and sometimes you hadn't realise you hadn't been paid, or should be paid for the shift."* There are two examples of emails Mrs G sent to the Rota Managers at ELM regarding missed payments:

> Mrs G, 31 July 2019 *"…I wasn't paid for the extra shift I worked on the 14th July.*
> *I worked 8-3 home visiting shift on this day instead of dr qayyum.*
> *could you please arrange for this to be paid asap ?..."*
>
> Ms A, 6 August 2019 *"has this been sorted"*
>
> Mrs G, 6 August 2019 *"…no not yet…"*

231. The Tribunal considered the significance of this evidence was that Mrs G had worked the 14 July and she was not paid at least 3 weeks later.

232. On 25 May 2020, Mrs G emailed Ms P, who was covering Ms A on maternity leave, to explain that *"the extra Sunday I worked last night wasn't on rotamaster and not on my timesheet. Just want to make sure ill get paid for it".* However, Ms P responded with *"its on my timesheet for you I wonder why you cant see it?"*

233. Further email evidence appeared to demonstrate some discrepancy between timesheets the clinicians accessed and the timesheets by ELM.

234. The Tribunal considered these incidents as clear evidence of the ongoing problems with RotaMaster not always accurately reflecting the shifts or part of shifts, worked by the clinicians.

235. In her Witness Statement Mrs G said: *"RotaMaster is a brilliant system but it was not used fully by ELM".* She added that *"Whether shifts were added on by RM by the administrative system was totally haphazard".* Mrs G concluded that *"RotaMaster at ELM was a disaster and the administrative side of the service is not fit for purpose".*

236. The Tribunal was cognisant that it did not have the benefit from hearing evidence from the administration staff from ELM with or without RotaMaster accesses. Ms A was Rota Manager at ELM, albeit she was on maternity leave during the index period, Ms P stood in to cover for Ms A during her maternity leave. The responsibility for managing urgent rostering requests, for example same day cancellation, was also shared with the ELM Service Coordinators who were Ms K, Ms O and Ms R. However, not all of these had RotaMaster access privileges so could only pass on messages when clinicians made requests to book or cancel shifts or part of shifts on RotaMaster.

237. The Tribunal noted this was a similar position for GatDoc.

238. In his witness statement, Dr Qayyum stated that:

> *"Whilst I accept that it was my responsibility to ensure the accuracy of the invoices I submitted to ELM, I believe ELM were aware of issues with discrepancies between shifts recorded on RotaMaster and invoices submitted by clinical staff. In the ELM Alliance Quarterly Staff Briefing in December 2019, reference was made to RotaMaster having to match SystmOne and payroll, suggesting that historically these had not matched.*
>
> *It appears to me that ELM were aware that RotaMaster did not always match SystmOne, which is the electronic patient record system, or ELM's payroll. This was clearly not just an issue related solely to me. From the bulletin, I assumed that the issues had been acknowledged, and addressed by ELM, and that moving forward the RotaMaster records would in fact be accurate and reflective of worked duties. It clearly referenced that RotaMaster must match SystmOne and Payroll.*
>
> *I therefore assumed that appropriate governance processes and checks would be conducted prior to any future payments. Unfortunately, whilst the working duties themselves were thereafter largely accurate, it was the on call and bespoke arrangements that I now know to have still been inaccurately reflected."*

Paragraph 9a

239. The Tribunal considered whether for one or more of the Overlapping Shifts, Dr Qayyum received payments from both the Companies for the booked and/or required service.

240. The Tribunal noted Dr Qayyum's witness statement regarding paragraph 9a of the Allegation. Dr Qayyum said, *"I accept that I received payment from both companies for the overlapping shifts set out in Schedule 1 except for the April 2020 dates, namely 3 to 4 April 2020, 4 April 2020 and 14 to 15 April 2020."*

241. The Tribunal considered the documentary evidence of Dr Qayyum's invoices paid to him. It was a matter of fact that Dr Qayyum received payments from both Companies.

242. The Tribunal therefore found paragraph 9a proved.

Paragraph 9b(i)

243. The Tribunal considered whether for one or more of the Overlapping Shifts, Dr Qayyum knew that he had received payment from both Companies, including for the overlapping hours ('the full payment').

244. Dr Qayyum's witness statement stated was that:

> *I deny this allegation, with the caveat set out above that ELM unilaterally paid me in April 2021 as by that stage I was aware of some allegations of overlapping hours. Prior to April 2020 I did not know about the overlapping hours, and so did not know I was not entitled to payment for the hours.*

245. While it was a fact that Dr Qayyum had received payment from both companies including for the overlapping hours, he denied he had knowledge of the payment because his position was that he did not know he had overlapping shifts prior to April 2021.

246. The Tribunal noted that due to the nature of the different shifts worked by the Dr Qayyum, during any payment period he was not receiving a standard amount per month, and it was highly variable dependent upon the amount and length of shifts worked. Additionally, Dr Qayyum was receiving payments from two separate Companies which had different invoicing and payment systems. Therefore, it was plausible that Dr Qayyum was not fully aware of the full payments including payments for overlapping shifts, particularly bearing in mind the winter season pressure, Covid and his personal family circumstances described above and the sheer volume of shifts he worked during the period of the Allegations.

247. On the evidence this does not appear to be unusual for some clinicians not to check received payments for accuracy. Dr E said in her witness statement:

> *"Whilst some doctors are very careful in checking the payment received, I was not. I did not, routinely, check the payment I received from GatDoc against RotaMaster to*

confirm the shifts I had worked. If the total amount looked about right, that would usually satisfy me."

248. Furthermore, the Tribunal heard that the totality of the extra payments that Dr Qayyum received for the overlapping shifts amounted to less than 2% of his earnings for the period of the allegations. The Tribunal considered it a plausible explanation that Dr Qayyum did not spot that he was being paid for the overlapping shifts, and therefore did not know.

249. As such, the Tribunal was not satisfied that the GMC has discharged its burden of proof in respect of paragraph 9b(i) of the Allegation.

250. Therefore, the Tribunal found paragraph 9b(i) not proved.

Paragraph 9b(ii)

251. The Tribunal considered whether for one or more of the Overlapping Shifts, Dr Qayyum knew that he was not entitled to the full payment from one of the Companies.

252. The Tribunal had previously found proved that Dr Qayyum did not have knowledge of the over payment because his position was that he did not know he had overlapping shifts (prior to April 2021). Dr Qayyum said as a general principle, he knows he would not be entitled to the full payment for shifts he was booked but did not work. He accepted that it was his responsibility to ensure he was only paid for shifts he undertook. Dr Qayyum said in his witness statement:

> *"While I accept, I was not entitled to full payment from one of the Companies, I deny that I knew this at the times I was paid….*
>
> *I did not know at the time of invoicing ELM or the time of receiving payment from GatDoc and ELM that I had worked overlapping hours. Unfortunately, I had not cross-checked payments and invoices, and merely accepted payment from GatDoc, and utilised RotaMaster at ELM to generate invoices for ELM accordingly. Again, this was only drawn to my attention by ELM in April 2020 and during the ELM investigation."*

253. Therefore, given its previous findings above, as Dr Qayyum did not know about the overlapping shifts or that he had received the full payment, the Tribunal considered it probable that he did not know he was not entitled to the payments he received.

254. As such, the Tribunal was not satisfied that the GMC has discharged its burden of proof in respect of paragraph 9b(ii) of the Allegation.

255. The Tribunal found paragraph 9b(ii) not proved.

Paragraph 9c

256. The Tribunal considered whether for one or more of the Overlapping Shifts, Dr Qayyum failed to declare to one or both of the Companies, in good time, or at all, that he had received payment that he was not entitled to.

257. Dr Qayyum's stance as set out in his witness statement was that "*I deny this allegation. Whilst I accept that it was entirely my responsibility to ensure I was only paid for the shifts I undertook at each provider, I was not aware that there had been overlapping shifts until it was brought to my attention by ELM in April 2020.*"

258. While Dr Qayyum did not declare to both Companies that he had received payment for shifts he had not undertaken, the Tribunal considered he was not a position to declare over payments because he was not aware that he had received payments for overlapping shifts nor did he know that he was not entitled to the payments he received.

259. The Tribunal considered that once Dr Qayyum became aware of the payments for overlapping shifts following the investigation, he sought to regularise the financial position to the providers with offers to repay funds. This offer was not accepted by either Company.

260. The Tribunal noted the issues cited by several clinicians of problems encountered with RotaMaster not accurately reflecting shifts booked and changes or cancellations to shifts, as described above.

261. When considering the evidence overall, the Tribunal concluded that Dr Qayyum could not have declared an issue he was not aware of.

262. As such, the Tribunal was not satisfied that the GMC has discharged its burden of proof in respect of paragraph 9c of the Allegation.

263. Therefore, the Tribunal found paragraph 9c not proved.

Paragraph 10b

264. The Tribunal considered whether his actions at paragraphs 9a were dishonest by reason of paragraph 9b and/or 9c.

265. The Tribunal considered the *Ivey Test* for dishonesty as set out in *Ivey v Genting.*

266. The Tribunal referred itself to its previous findings at paragraph 10a. It adopted similar reasoning as to Dr Qayyum's state of knowledge and belief as to the facts to paragraph 10b.

267. Dr Qayyum asserted he did not know he was booked and/or worked for the overlapping shifts and as such he *"did not knowingly receive payments for the overlapping shifts."* The Tribunal accepted this for the reasons set out below.

268. The Tribunal considered there were many factors that contributed to Dr Qayyum lack of awareness of receiving payments for over lapping shifts. Dr Qayyum worked a substantial and wide range of shifts and did not receive payment of a standard amount per month, the sums he received were highly variable dependent upon the number and type of shifts worked. He received payments from two separate Companies which had different invoicing and payment systems. Various other clinicians had given evidence that they had experienced discrepancies of payment received from both ELM and GatDoc. The Tribunal had concluded that the manner in which RotaMaster was operated at times an imperfect system that did not always accurately reflect the actual shifts worked. Furthermore, Dr Qayyum was operating an imperfect personal administrative system.

269. Furthermore, the Tribunal heard that the totality of the extra payments that Dr Qayyum received for the overlapping shifts amounted to less than 2% of his earnings for the period of the allegations. The Tribunal considered it a plausible explanation that Dr Qayyum did not spot that he was being paid for the overlapping shifts, and therefore did not know.

270. The Tribunal relied on the positive testimonials that attest to Dr Qayyum's good character as set out in paragraphs 70-71 above. It considered such testimonials went to both his credibility as to his version of events and his propensity to act in the way alleged i.e., dishonestly and decided that it was improbable given Dr Qayyum's good character that he would behave dishonestly in this way.

271. Further, the Tribunal was mindful that once Dr Qayyum became aware of the payments for overlapping shifts following the investigation, he sought to regularise the financial position to the providers with offers to repay funds. However, this offer was not accepted by either company.

272. Taking the evidence in the round, it concluded that Dr Qayyum's genuine belief was he did not know he had been booked to work overlapping shifts, nor was he aware he had received the payment for overlapping shifts, nor that he was not entitled to the payment. It also determined that Dr Qayyum could not be expected to declare to the Companies the payment, if he was not aware of how they had arisen at the time.

273. It was of the view that an objective ordinary decent people after hearing all the evidence, would not find that that Dr Qayyum's actions were dishonest.

274. As such, the Tribunal was not satisfied that the GMC has discharged its burden of proof in respect of paragraph 10b of the Allegation.

275. The Tribunal found paragraph 10b not proved.

The Tribunal's Overall Determination on the Facts

276. The Tribunal has determined the facts as follows:

<u>ELM Alliance ('ELM') appointment ledger</u>

1. On 30 to 31 August 2019, during a night shift at ELM, without valid reason and/or permission, you:

    a. accessed the appointment ledger on SystmOne ('the ledger') and added 'embargo' appointment slots for:

        i. 00:30; **Determined and found proved**

        ii. 07:00; **Determined and found proved**

        iii. 07:15; **Determined and found proved**

        iv. 07:30; **Determined and found proved**

    b. removed the appointment embargos as set out at paragraphs 1ai-iv from the ledger at or before the end of your shift. **Determined and found proved**

2. You knew:

    a. you did not have a valid reason and/or permission to add the embargo appointments as set out at paragraph 1a; **Not proved**

    b. your actions at paragraph 1b were intended to conceal the fact that you had earlier embargoed the appointment slots. **Not proved**

3. Your actions as set out at paragraphs:

    a. 1a were dishonest by reason of paragraph 2a; **Not proved**

    b. 1b were dishonest by reason of paragraph 2b. **Not proved**

4. On 24-25 October 2019, during a night shift at ELM, without valid reason and/or permission, you:

    a. inputted an appointment on the ledger at 23:16 on 24 October 2019, for 07:30 to 07:45 on 25 October 2019; **Determined and found proved**

    b. deleted the appointment as set out at paragraph 4a from the ledger at 07:32 on 25 October 2019. **Determined and found proved**

5. You knew that:

    a. the appointment detailed at paragraph 4a was:

i. not a genuine patient appointment; **Determined and found proved**

ii. an attempt to block out time. **Determined and found proved**

b. your actions at paragraph 4b were intended to conceal the fact that you had earlier blocked out the appointment as set out at paragraph 4a. **Not proved**

7. Your actions at paragraphs:

a. 4a were dishonest by reason of paragraph 5a; **Not proved**

b. 4b were dishonest by reason of paragraph 5. **Not proved**

ELM and CBC Health/GatDoc ('GatDoc') overlapping hours

7. Between December 2019 and April 2020, on one or more occasion as set out in Schedule 1, you worked and/or were booked for overlapping hours for ELM and GatDoc ('the Companies'), doing both on-call and in person shifts (the 'Overlapping Shifts'). **Determined and found proved**

8. In advance and/or during ~~When working~~ the Overlapping Shifts, you knew that:

a. you were not able to provide the required and/or booked service to both of the Companies; **Not proved**

b. it was not appropriate to undertake ~~work~~ the Overlapping Shifts. **Not proved**

9. For one or more of the Overlapping Shifts, you:

a. received payments from both the Companies for the booked and/or required service; **Determined and found proved**

b. knew that you:

i. had received payment from both of the Companies, including for the overlapping hours ('the full payment'); **Not proved**

ii. were not entitled to the full payment from one of the Companies; **Not proved**

c. failed to declare to one or both of the Companies, in good time, or at all, that you had received payment that you were not entitled to. **Not proved**

10. Your actions at paragraphs:

    a. 7 were dishonest by reason of paragraph 8; **Not proved**

    b. 9a were dishonest by reason of paragraph 9b and/or 9c. **Not proved**

Determination on Impairment - 21/11/2023

277. The Tribunal now has to decide in accordance with Rule 17(2)(l) of the Rules whether, on the basis of the facts which it has found proved as set out before, Dr Qayyum's fitness to practise is impaired by reason of misconduct.

The Evidence

278. The Tribunal has taken into account all the evidence received during the facts stage of the hearing, both oral and documentary.

279. In addition, although the Tribunal did not proceed to the second stage of the misconduct test, the Tribunal noted that it had received further evidence as follows.

- Dr Qayyum's reflective witness statement, undated.
- Appraisal dated 2022/2023.
- Trainee feedback.
- CPD Certificates, dated 2021-2022.

Submissions

On behalf of the GMC

280. Mr Rigby, Counsel, submitted that having considered the Tribunal's decision on facts carefully, the facts found proved were not capable of amounting to serious misconduct. Therefore, the GMC submitted there was no question of a finding of impairment.

On behalf of Dr Qayyum

281. Ms Woods, Counsel, submitted that she agreed with the GMC's submission. She submitted that none of the facts found proved amounted to misconduct, and certainly not serious misconduct and the case should conclude there. She submitted that Dr Qayyum's actions did not constitute an impaired fitness to practice.

282. However if the Tribunal should find serious misconduct and continue to the impairment stage, Ms Woods invited the Tribunal to consider Dr Qayyum's reflective statement, CPD course certificates, and appraisal documents. Ms Woods submitted that within Dr Qayyum's reflections, he has demonstrated significant insight and taken steps to remediate the administration of how he works.

283. Ms Woods reminded the Tribunal that Dr Qayyum no longer works at ELM, and he does not do any on call shifts from which the overlapping shift issues arose. She submitted that Dr Qayyum has continued to work successfully for GatDoc without any subsequent concerns. She submitted that was further demonstration of why Dr Qayyum was not impaired.

The Relevant Legal Principles

284. The Legally Qualified Chair gave the following directions on impairment:

285. The Tribunal is reminded of its duty with regard to the statutory overarching objective, in that it must focus on the need to protect the public, to declare and uphold proper standards of conduct and behaviour to maintain public confidence in the profession.

286. The Tribunal reminds itself that at this stage of proceedings, there is no burden or standard of proof, and the decision of impairment is a matter for the Tribunal's judgement alone.

287. In approaching the decision, the Tribunal should be mindful of the two-stage process to be adopted: first whether the facts as found proved amounted to misconduct which was serious, and whether the misconduct, that was serious, leads to a finding of impairment. The Tribunal is advised to consider guidance on this matter provided in the case of *Cheatle v GMC [2009] EWHC 645 (Admin).*

288. The Tribunal is advised that whilst the word 'serious' did not appear in the Medical Act 1983, it was made clear in Meadow v General Medical Council [2006] EWCA Civ 1390 that misconduct could be found where a doctor's actions fell seriously short of the standards expected of a competent practitioner.

289. Misconduct has been defined as a word of general effect, *"involving some act or omission which falls short of what would be proper in the circumstances"* and that *"the standard of propriety may often be found by reference to the rules and standards ordinarily required to be followed by a medical practitioner in the particular circumstances"* as per Lord Clyde in *Roylance v GMC (no 2) [2000] 1 AC 311.*

290. If the Tribunal makes a finding of misconduct, it must then determine whether Dr Qayyum's Fitness to Practice is impaired today, taking into account his conduct at the time of the events and any relevant factors since then such as to whether the matters are remediable and the likelihood of repetition.

291. Whilst the Tribunal note submissions from Mr Rigby that GMC's position is that was no basis for arguing that there was serious misconduct found and therefore no question of a finding of impairment and Ms Wood's submission that as a tribunal if we fail to find any of the facts proved amount to serious misconduct therefore we will have no need to proceed

to the impairment findings, for the sake of completeness in my advice to the Tribunal should the need arise.

292. The Tribunal was reminded that whilst there is no statutory definition of impairment The Tribunal is referred to the guidance provided by Dame Janet Smith in the Fifth Shipman report as adopted by the High Court in *CHREv NMC and Paula Grant [2011] EWHC297 Admin*. In particular the Tribunal should consider whether its finding of facts showed that Dr Qayyum's Fitness to Practice is impaired in the sense that he:

> a. has in the past acted and/or is liable in the future to act so as to put a patient or patients at unwarranted risk of harm; and/or
>
> b. Has in the past or is likely in the future to bring the medical profession into disrepute; and/or
>
> c. He has in the past breached and /or is liable in the future to breach one of the fundamental tenets of the medical profession….

293. The Tribunal will need to bear in mind the case of *General Medical Council v Meadow [2006] EWCA Civ 1390* in which it was held:

> *'…the purpose of FTP proceedings is not to punish the practitioner for past misdoings but to protect the public against the acts and omissions of those who are not fit to practise. The FTP thus looks forward not back. However, in order to form a view as to the fitness of a person to practise today, it is evident that it will have to take account of the way in which the person concerned has acted or failed to act in the past.'*

294. The Tribunal must also determine whether the need to uphold proper professional standards and public confidence in the profession would be undermined if a finding of current impairment were not made.

The Tribunal's Determination on Impairment

<u>Misconduct</u>

295. The Tribunal first considered whether the facts found proved amounted to misconduct.

296. The Tribunal had regard to its findings as set out in its determination on facts. It found paragraphs 1a(i-iv), 1b, 4a, 4b, 5a, 5b, 7, 9a proved. It found no facts proved in relation to any of the dishonesty allegations.

297. The Tribunal noted it was not taken to any sections of Good Medical Practice (2013 edition), in terms of breach of a duty owed by Dr Qayyum.

Paragraph 1a(i-iv) and 1b

298. The Tribunal reminded itself that whilst Dr Qayyum did not have specific permission to add embargo slots to the ledger, his understanding of what he was permitted to do (in terms of entering the embargo slots) was not clear.

299. The Tribunal took into account the instructions by ELM to revert to former working practices, the problems with the direct booking, changed to the ledgers and the problems with the communication of the Red Alert (as set out in the Tribunal's facts determination), when considering this aspect of the matter.

300. In addition the Tribunal accepted Dr Qayyum's explanation that he had valid clinical reasons for inputting the appointments and noted its decision that he was not dishonest in removing the embargo slots.

301. The Tribunal determined that Dr Qayyum's conduct did not fall so far short of the standards of conduct reasonably to be expected of a competent practitioner.

302. Taking these circumstances into account, the Tribunal did not consider that Dr Qayyum's actions at paragraph 1a(i-iv) or 1b of the allegation could amount to misconduct.

Paragraph 4a and 4b

303. As a matter of fact, Dr Qayyum did not have permission to add textual appointments to the ledger (albeit he was not aware he did not have permission as he believed the use of textual appointments as opposed to embargos was acceptable).

304. The Tribunal adopted similar reasoning at paragraphs 1a(i-iv) and 1b. The Tribunal took into account the instructions by ELM to revert to former working practices, the problems with the direct booking, changed to the ledgers and the problems with the communication of the Red Alert (as set out in the Tribunal's facts determination), when considering this aspect of the matter.

305. The Tribunal accepted that Dr Qayyum had a valid reason to block out this slot in terms of wanting to protect time to call back or review patients seen earlier in the evening or possibly to avoid having a patient to deal with in the difficult period encountered with the Bluebell staff starting their shift early.

306. The Tribunal determined that Dr Qayyum's conduct did not fall so far short of the standards of conduct reasonably to be expected of a competent practitioner.

307. The Tribunal determined that these were not matters which could amount to misconduct.

Paragraph 5a(i) and (ii)

308. Although the Tribunal accepted that Dr Qayyum's use the textual appointments did not amount to a genuine patient appointment and was in fact an attempt to block out time because he did so for valid clinical reasons, it decided that his actions did not amount to misconduct.

309. In relation to the facts found proved above arising out of Dr Qayyum's use of embargo slots and textual appointments at 1a, 1b, 4a, 4b and 5a. The Tribunal decided that issues arising out of Good Medical Practice were not engaged. Dr Qayyum was using the embargo slots and textual appointments for valid clinical reasons set against the context of the circumstances set out in the determination on facts above. He was not aware that his actions impacted upon obligations owed by ELM to a third party.

310. In relation to the duties, he owed as a doctor his actions did not fall seriously short of the standards expected of a competent practitioner. Particularly given that his reasons for entering the embargo slots and textual appointments on the ledger were to ensure that patient safety was not compromised.

311. The Tribunal determined that these were not matters which could amount to misconduct.

Paragraph 7

312. The Tribunal had found that as a matter of fact, Dr Qayyum was booked to work overlapping hours for ELM and GatDoc, but he had no knowledge of the overlapping shifts.

313. The Tribunal did not consider that his ignorance to this fact amounted to serious misconduct and it did not fall seriously short of the standards expected of a competent practitioner.

Paragraph 9

314. As a matter of fact Dr Qayyum did receive payments from both companies for the overlapping shifts.

315. Even with the issues with RotaMaster, Dr Qayyum admitted these reasons may have arisen because of his poor administrative practices. Given the mitigating circumstances of Covid-19 pressures and family pressures, the Tribunal accepted this as a valid explanation why Dr Qayyum was not alive to the payment from both companies.

316. The Tribunal was also mindful that it decided his ignorance to the payments to the overlapping shifts for the reasons set out in its fact's determination, was not dishonest.

317. Therefore, the Tribunal did not consider his administrative practices and lack of knowledge to the payments, amounted to serious misconduct.

Conclusion

318. The Tribunal decided that Dr Qayyum had not departed from the standard of propriety found by reference to the rules and standards ordinarily required to be followed by a medical practitioner in these particular circumstances for the reasons set out above.

319. The Tribunal concluded that it did not find any culpable facts that amounted to serious misconduct.

320. In all the circumstances, the Tribunal was of the view that a finding of misconduct was not required in this case to promote and maintain public confidence in the profession, proper professional standards in light of the nature of the failings involved and would be disproportionate. In the absence of a finding of misconduct, it necessarily followed that Dr Qayyum's Fitness to Practice was not impaired by reason of misconduct.

321. The Tribunal has therefore determined that Dr Qayyum's fitness to practice is not impaired.

322. That concludes this case.

SCHEDULE 1

Non-confidential schedule

Key
O/C = On Call (ELM)/ Standby (Gatdoc)
W/S = Working Shifts (in person including by telephone)

	Date	ELM	Gatdoc
1.	14 December 2019	O/C 08:00-19.59	Adastra/HV 09:00-13.59
		Overlap of 5 hours	
2.	27-28 December 2019	W/S 22:00-07:59 on 27-28 December 2019	Adastra 18:00-22:59 on 27 December 2019
		Overlap of 1 hour	
3.	1-2 January 2020	O/C 20:00-07:59 on 1-2 January 2020	Adastra tri-role 00:00-07:59 on 2 January 2020
		Overlap of 8 hours	
4.	11 January 2020	O/C 08:00-19:59	O/C 13:00-13:00 Adastra/HV 15:00-18:29
		Overlap of at least 3.5 hours	
5.	12-13 January 2020	W/S 22:00-07:59 on 12- 13 January 2020	O/C 00:00 - 07:59 on 13 January 2020
		Overlap of 8 hours	
6.	18 January 2020	O/C 08:00-11:59	O/C 08:00-12:59
		Overlap of 4 hours	
7.	18-19 January 2020	O/C 23:59-7:59 on 18-19 January 2020	Adastra tri-role 18:00-23.59 on 18 January 2020 and 00:00-00:59 on 19 January 2020
		Overlap of 1 hour	
8.	19-20 January 2020	W/S 22:00-07:59 on 19-20 January 2020	O/C 00:00-07:59 on 20 January 2020
		Overlap of 8 hours	
9.	24-25 January 2020	W/S 22:00-08:00 on 24-25 January 2020	O/C 00:00-07:59 on 25 January 2020

		Overlap of 8 hours	
10.	25-26 January 2020	O/C 20:00-07:59 on 25-26 January 2020	Adastra tri-role 00:00-07:59 on 26 January 2020
		Overlap of 8 hours	
11.	26 January 2020	O/C 08:00-19:59	Adastra H/V 08:30-13:59
		Overlap of 5.5 hours	
12.	23 February 2020	O/C 08:00-19:59	Adastra H/V 09:00-14:29
		Overlap of 5.5 hours	
13.	23-24 February 2020	W/S 22:00-07:59 on 23-24 February 2020	O/C 00:00-07:59 on 24 February 2020
		Overlap of 8 hours	
14.	15-16 March 2020	O/C 20:00-07:59 on 15-16 March 2020	Adastra tri-role 00:00-07:59 on 16 March 2020
		Overlap of 8 hours	
15.	20-21 March 2020	W/S 22:00-07:59 on 20-21 March 2020	Adastra 19:00-23:59 on 20 March 2020
		Overlap of 2 hours	
16.	22-23 March 2020	W/S 22:00-07:59 on 22-23 March 2020	O/C 00.00-07.59 on 23 March 2020
		Overlap of 8 hours	
17.	27-28 March 2020	O/C 23:00-07:59 on 27-28 March 2020	Adastra 18:00-23:59 on 27 March 2020
		Overlap of 1 hour	
18.	03-04 April 2020	O/C 18:00-07:59 on 3-4 April 2020	Adastra 19:00-23:59 on 3 April 2020
		Overlap of 5 hours	
19.	04 April 2020	O/C 08:00-19:59	Adastra tri-role 08:00-11:59
		Overlap of 4 hours	
20.	14-15 April 2020	Hot site 21:30-06:59 on 14-15 April 2020	O/C 00:00-07:59 on 15 April 2020
		Overlap of 8 hours	