
DIRECTIONS

NATIONAL HEALTH SERVICE, ENGLAND

General Medical Services Statement of Financial Entitlements Directions 2013

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Introduction

1.1. The Secretary of State for Health gives the following directions as to payments to be made under general services contracts in exercise of the powers conferred upon him by sections 87, 272(7) and (8) and 273(1) of the National Health Service Act 2006(a). The Secretary of State for Health has consulted in accordance with section 87(4) of that Act both with the bodies appearing to the Secretary of State to be representative of persons to whose remuneration these directions relate and with such other persons as the Secretary of State for Health thinks appropriate.

1.2. These Directions may be cited as the General Medical Services Contracts Statement of Financial Entitlement Directions 2013 and is referred to in the following Sections and Annexes as the SFE. The SFE relates to the payments to be made by the National Health Service Commissioning Board (b) to a contractor under a general medical services contract.

1.3. This SFE replaces the Statement of Financial Entitlements, signed on 30th March 2005 as amended by the Directions set out in [Schedule J], but the Statement of Financial Entitlements 2005 as amended continues to have effect in relation to the matters set out in Sections 28 of Part 7 of this SFE.

1.4. A Glossary of some of the words and expressions used in this SFE is provided in Annex A.

1.5. The directions given in this SFE apply in relation to England only (parallel Statements will be made for Scotland, Wales and Northern Ireland).

1.6. This SFE may be revised at any time, in certain circumstances with retrospective effect(c).

Commencement and application

1.7. The directions in this SFE are given to the National Health Service Commissioning Board.

1.8. This SFE is authorized to be given on behalf of the Secretary of State for Health, by [TO BE COMPLETED] a member of the Senior Civil Service, on [DATE] 2013, and—

- (a) [unless sub-paragraph (b) applies], comes into force on [1st April 2013]; and
- (b) [section 12 (Rotavirus vaccine) and section 14 (Shingles immunisation programme) and Annex I (routine childhood vaccines and immunisation) in so far as it relates to section 12], come into force on 1st September 2013.

(a) c.4; relevant amendments are [complete]
(b) The National Commissioning Board is established by section 1H of the 2006 Act. Section 1H is inserted by section 9(1) of the Health and Social Care Act 2012 (c.7).
(c) See section 87(3) of the National Health Service Act 2006

PART 1
GLOBAL SUM AND MINIMUM
PRACTICE INCOME GUARANTEE

Section 2: GLOBAL SUM PAYMENTS

Global Sum Payments: General

2.1. Global Sum Payments are a contribution towards the contractor's costs in delivering essential and additional services, including its staff costs. Although the Global Sum Payment is notionally an annual amount, it is to be revised quarterly and a proportion paid monthly.

Calculation of a contractor's first Initial Global Sum Monthly Payment

2.2. At the start of each financial year or, if a GMS contract starts after the start of the financial year, for the date on which the GMS contract takes effect, the Board must calculate for each contractor its first Initial Global Sum Monthly Payment ("Initial GSMP") value for the financial year. This calculation is to be made by first establishing the contractor's Contractor Registered Population (CRP)—

- (a) at the start of the financial year; or
- (b) if the contract takes effect after the start of the financial year, on the date on which the contract takes effect.

2.3. Once the contractor's CRP has been established, this number is to be adjusted by the Global Sum Allocation Formula, a summary of which is included in Annex B of this SFE. The resulting figure, which is the contractor's Contractor Weighted Population for the Quarter, is then to be multiplied by £64.67. If the practice premises is within the Greater London Authority area (a) or the contractor provided services in a PCT within the area of a London SHA on 31st March 2013, a London Adjustment is to be added, which is the contractor's CRP multiplied by £2.18.

2.4. Then, the Board will need to add the total produced by paragraph 2.3 (with or without the London Adjustment, as appropriate) to the annual amount of the contractor's Temporary Patients Adjustment. The method of calculating contractors' Temporary Patients Adjustments is set out in Annex C. The resulting amount is then to be divided by twelve, and the resulting amount from that calculation is the contractor's first Initial GSMP for the financial year.

Calculation of Adjusted Global Sum Monthly Payments

2.5. If, where a first Initial GSMP for the financial year has been calculated, the relevant GMS contract stipulates that the contractor is not to provide one or more of the Additional or Out of Hours Services listed in column 1 of the Table in this paragraph, the Board is to calculate an Adjusted GSMP for that contractor as follows. If the contractor is not going to provide—

- (a) one of the Additional or Out of Hours Services listed in column 1 of the Table, the contractor's Adjusted GSMP will be its Initial GSMP reduced by the percentage listed opposite the service it is not going to provide in column 2 of the Table;
- (b) more than one of the Additional or Out of Hours Services listed in column 1 of the Table, an amount is to be deducted in respect of each service it is not going to provide. The value of the deduction for each service is to be calculated by reducing the contractor's Initial GSMP by the percentage listed opposite that service in column 2 of the Table, without any other deductions from the Initial GSMP first being taken into account. The

(a) See sections 1 and 2 of the Greater London Act 1999 (c.) and article 2 of the Greater London Authority (Assembly Constituencies and Returning Officers) Order 1999 (S.I.1999/3380) for the London Boroughs within the Greater London Authority area.

total of all the deductions in respect of each service is then deducted from Initial GSMP to produce the Adjusted GSMP.

Table 1

<i>Additional or Out of Hours Services</i>	<i>Percentage of Initial GSMP</i>
Cervical Screening Services	1.1
Child Health Surveillance	0.7
Minor Surgery	0.6
Maternity Medical Services	2.1
Contraceptive Services	2.4
Childhood vaccines and immunisations	1.0
Vaccines and immunisations	2.0
Out of Hours Services	6.0

First Payable Global Sum Monthly Payments

2.6. Once the first value of a contractor’s Initial GSMP, and where appropriate Adjusted GSMP have been calculated, the Board must determine the gross amount of the contractor’s Payable GSMP. This is its Initial GSMP or, if it has one, its Adjusted GSMP. The net amount of a contractor’s Payable GSMP, i.e. the amount actually to be paid each month, is the gross amount of its Payable GSMP minus any monthly deductions in respect of superannuation determined in accordance with [Section 26.9(monthly deductions in respect of superannuation contributions)] .

2.7. The Board must pay the contractor its Payable GSMP, thus calculated, monthly (until it is next revised). The Payable GSMP is to fall due on the last day of each month. However, if the contract took effect on a day other than the first day of a month, the contractor’s Payable GSMP in respect of the first part-month of its contract is to be adjusted by the fraction produced by dividing—

- (a) the number of days during the month in which the contractor was under an obligation under its GMS contract to provide the Essential Services; by
- (b) the total number of days in that month.

Revision of Payable Global Sum Monthly Payments

2.8. The amount of the contractor’s Payable GSMP is thereafter to be reviewed—

- (a) at the start of each quarter;
- (b) if there are to be new Additional or Out of Hours Services opt-outs (whether temporary or permanent);
- (c) if the contractor is to start or resume providing specific Additional Services that it has not been providing; or
- (d) if either of the amounts specified in paragraph 2.3 is changed.

2.9. Whenever the Payable GSMP needs to be revised, the Board will first need to calculate a new Initial GSMP for the contractor (unless this cannot have changed). This is to be calculated in the same way as the contractor’s first Initial GSMP (as outlined in paragraphs 2.2 to 2.4 above), but using the most recently established CRP of the contractor (the number is to be established quarterly).

2.10. Any deductions for Additional or Out of Hours Services opt-outs are then to be calculated in the manner described in paragraph 2.5. If the contractor starts or resumes providing specific Additional Services under its GMS contract to patients to whom it is required to provide essential services, then any deduction that had been made in respect of those services will need to be reversed. The resulting amount (if there are to be any deductions in respect of Additional or Out of Hours Services) is the contractor’s new (or possibly first) Adjusted GSMP.

2.11. Once any new values of the contractor's Initial GSMP and Adjusted GSMP have been calculated, the Board must determine the gross amount of the contractor's new Payable GSMP. This is its (new) Initial GSMP or, if it has one, its (new or possibly first) Adjusted GSMP. The net amount of a contractor's Payable GSMP, i.e. the amount actually to be paid each month, is the gross amount of its Payable GSMP minus any monthly deductions in respect of superannuation determined in accordance with [paragraphs 26.9].

2.12. Payment of the new Payable GSMP must (until it is next revised) be made monthly, and it is to fall due on the last day of each month. However, if a change is made to the Additional or Out of Hours Services that a contractor is under an obligation to provide and that change takes effect on any day other than the first day of the month, the contractor's Payable GSMP for that month is to be adjusted accordingly. Its amount for that month is to be the total of —

- (a) the appropriate proportion of its previous Payable GSMP. This is to be calculated by multiplying its previous Payable GSMP by the fraction produced by dividing—
 - (i) the number of days in the month during which it was providing the level of services based upon which its previous Payable GSMP was calculated, by
 - (ii) the total number of days in the month; and
- (b) the appropriate proportion of its new Payable GSMP. This is to be calculated by multiplying its new Payable GSMP by the fraction produced by dividing—
 - (i) the number of days left in the month after the change to which the new Payable GSMP relates takes effect, by
 - (ii) the total number of days in the month.

2.13. Any overpayment of Payable GSMP in that month as a result of the Board paying the previous Payable GSMP before the new Payable GSMP has been calculated is to be deducted from the first payment in respect of a complete month of the new Payable GSMP. If there is an underpayment for the same reason, the shortfall is to be added to the first payment in respect of a complete month of the new Payable GSMP.

Conditions attached to Payable Global Sum Monthly Payments

2.14. Payable GSMPs, or any part thereof, are only payable if the contractor satisfies the following conditions—

- (a) the contractor must make available to the Board any information which the Board does not have but needs, and the contractor either has or could reasonably be expected to obtain, in order to calculate the contractor's Payable GSMP;
- (b) the contractor must make any returns required of it (whether computerised or otherwise) to the Exeter Registration System, and do so promptly and fully;
- (c) the contractor must immediately notify the Board if for any reason it is not providing (albeit temporarily) any of the services it is under an obligation to provide under its GMS contract; and
- (d) all information supplied to the Board pursuant to or in accordance with this paragraph must be accurate.

2.15. If the contractor breaches any of these conditions, the Board may, in appropriate circumstances, withhold payment of any or any part of a Payable GSMP that is otherwise payable.

Deduction for not achieving 150 points under the Quality and Outcomes Framework

2.16. It is also a condition of every contractor's Payable GSMPs that it achieves, in relation to each financial year in which it receives Payable GSMPs, an Achievement Points Total of at least 150, whether or not it participated in the Quality and Outcomes Framework. If it breaches this condition, the Board must withhold from the contractor the amount produced by multiplying—

- (a) 150;

- (b) the amount specified in paragraph 6.8 as the value of each Achievement Point in a calculation of an Achievement Payment for the financial year to which the Achievement Points Total relates; by
- (c) the contractor's Contractor Population Index that is, or would be, used for the calculation of any Achievement Payment due to the contractor in respect of that financial year (the contractor will, in any event, receive an Achievement Payment in respect of the points it does score for that financial year, pursuant to Section 6).

2.17. However, if the contractor's GMS contract either takes effect during or is terminated before the end of, that financial year, the amount to be withheld pursuant to paragraph 2.16 is to be adjusted by the fraction produced by dividing the number of days during which the financial year for which its GMS contract had effect by 365 (or 366 where the financial year includes 29th February).

Contractor Population Index

2.18. The Contractor Population Index (CPI) of a contractor, mentioned in paragraph 2.16(c), is the contractor's most recently established CRP divided by the national average for England of the number of registered patients of contractors on the 1st January in the year immediately before the commencement of the financial year to which the achievement payment relates as calculated using the registered lists of contractors held on the Exeter Registration System.

Vaccines and Immunisations

2.19. The reference to—

- (a) childhood vaccines and immunisations; and
- (b) vaccines and immunisations,

in column 1 of the table in paragraph 2.5 (calculation of adjusted Global sum monthly payments) are to the vaccines and immunisations of the type specified and given in circumstances which are referred to in Table 1 and Table 2 of Chapter 2 and Chapter 3 in Part 2 of Annex B.

Section 3: MINIMUM PRACTICE INCOME GUARANTEE

[This Section is under review – uplifts will not be known until after DDRB have made recommendations and Ministers have considered and made decisions. For the purposes of this draft “X” and “Y” are used for these unknown figures]

Minimum Practice Income Guarantee: General

3.1. The Minimum Practice Income Guarantee (MPIG) is based on the historic revenue of a contractor's GPs from the list in Annex D of the SFE 2005, (essentially the Red Book fees and allowances) and is essentially designed to protect those income levels.

3.2. MPIG calculations are one-off calculations made in respect of contractors whose GMS contracts took effect, or which were treated as taking effect for payment purposes, on 1st April 2004. Nevertheless, an explanation of how MPIG calculations were originally undertaken has been retained in this SFE for reference purposes. The basis of an MPIG calculation was one year aggregate of the protected income amounts mentioned in paragraph 3.1, which produced the contractor's Initial Global Sum Equivalent (GSE), which was then adjusted to produce first its Adjusted GSE and then its Final GSE.

Calculation of Global Sum Equivalent

3.3. In respect of contracts which took effect, or which were treated as taking effect for payment purposes, on 1st April 2004, in order to calculate a contractor's GSE, a calculation was first made of its Initial and Adjusted GSE. This was done by the PCT—

- (a) on the basis of information obtained by it from the contractor about payments to the contractor (or the GPs comprising the contractor) under the Red Book, and in particular in the year preceding 1st July 2003; and
- (b) in accordance with the Department of Health guidance reproduced in Annex D of the SFE 2005.

3.4. Whether any adjustments were in fact necessary to the Initial GSE, the final total produced as a result of the calculation in accordance with Annex D of the 2004/05 SFE was known as the contractor's Adjusted GSE. That amount was then subject to three further adjustments—

- (a) the amount was increased by 2.85% to bring prices in respect of the year ending 30th June 2003 up to 31st March 2004 levels (i.e. rebasing for the financial year 2003 to 2004); then
- (b) the sub-paragraph (a) amount was increased by 1.47% to take account of projected price increases in respect of the financial year 2004 to 2005 (i.e. rebasing for the financial year 2004 to 2005); then
- (c) the sub-paragraph (b) amount was added to the contractor's GSE Superannuation Adjustment. This was an adjustment to take account of an additional 7% employer's superannuation contributions in respect of practice staff as a result of a Treasury transfer. The contractor's GSE Superannuation Adjustment was its weighted population for the first quarter of the financial year 2004 to 2005 multiplied by £1.46.

The resulting amount *was* the contractor's Final GSE.

Calculation of Correction Factor Monthly Payments

3.5. The contractor's Final GSE was then compared to the paragraph 2.3 total in respect of the contractor. In the financial year 2004 to 2005, a contractor's paragraph 2.3 total was the annual amount of its first Initial Global Sum Payment, minus its Temporary Patients Adjustments and minus two adjustments in that financial year which have since been discontinued: a Superannuation Premium and an Appraisal Premium. From that paragraph 2.3 total was subtracted any Historic Opt-Outs Adjustment to which the contractor was entitled.

3.6. A contractor was entitled to the Historic Opt-Outs Adjustment if—

- (a) between 1st July 2002 and 1st April 2004, the GPs comprising the contractor had not been providing, within GMS services, services which as far as possible were equivalent to one or more of the Additional or Out of Hours Services listed in the Table in paragraph 2.5; and
- (b) the contractor would not be providing those services in the financial year 2004 to 2005.

3.7. The amount of the contractor's Historic Opt-Outs Adjustment was calculated as follows. If the contractor was claiming an Historic Opt-Outs Adjustment in respect of —

- (a) one of the Additional or Out of Hours Services listed in column 1 of the Table in paragraph 2.5, the value of the contractor's Historic Opt-Outs Adjustment was the amount by which its paragraph 2.3 total would be reduced if it was reduced by the percentage listed opposite that service in column 2 of the Table; and
- (b) more than one of the Additional or Out of Hours Services listed in column 1 of the Table in paragraph 2.5, the value of the contractor's Historic Opt-Outs Adjustment was to include an amount in respect of each service. The value of the amount for each service was the amount by which the contractor's paragraph 2.3 total would be reduced if it was reduced by the percentage listed opposite that service in column 2 of the Table, without any other deductions from the paragraph 2.3 total first being taken into account. The total

of all the amounts in respect of each service was then aggregated to produce the final amount of the contractor's Historic Opt-Outs Adjustment.

3.8. Accordingly, a contractor's paragraph 2.3 total, minus any Historic Opt-Outs Adjustment to which it was entitled, was its Global Sum Comparator.

3.9. If the contractor's Final GSE was less than its Global Sum Comparator, a Correction Factor was not payable in respect of that contractor. However, if its Final GSE was greater than its Global Sum Comparator, Correction Factor Monthly Payments ("CFMPs") had to be paid by the PCT to the contractor under its GMS contract. The amount of the CFMPs payable was the difference between the contractor's Final GSE and its Global Sum Comparator, divided by twelve.

3.10. The amount of CFMP payable, as calculated in accordance with the provisions set out in paragraphs **3.2 [or should it be 3.5] to 3.9**, was revised during the financial year 2008/2009 in accordance with amending directions which were signed on 7th August 2008 and which came into force on 1st October 2008. Following such revision, in some cases CFMP ceased to be payable with effect from 1st October 2008. In other cases, a revised CFMP was established which became the CFMP payable with effect from 1st October 2008.

3.11. The amount of CFMP payable, as calculated in accordance with the provisions set out in paragraphs **3.5 to 3.9 [as above query]**, was revised during the period commencing on 1st April 2009 and ending on 31st March 2010 in accordance with the Statement of Financial Entitlements (Amendment (No 4) and Specification of National Minimum Uplift) Directions 2009, signed on 10th June 2009, the relevant provisions of which came into force on 1st April 2009.

Continuing obligation to pay Correction Factor Monthly Payments in respect of the period ending on 31st March 2013

3.12. At the start of each financial year, PCTs determined which of their contractors were entitled to CFMPs. Generally these were—

- (a) the contractors to which CFMPs were payable at the end of the previous financial year and which are still in existence at the start of the new financial year; and
- (b) any contractors affected by a partnership merger or split whose contract takes effect at the start of the financial year and who, by virtue of paragraphs 3.16 to 3.19 of the SFE 2005 as in force on 31st March 2013 were entitled to receive CFMPs calculated in accordance with those paragraphs.

3.13. The baseline monthly figure amount for the calculation of a contractor's CFMP for a new financial year was established as follows—

- (a) in the case of a contractor affected by a partnership merger or split that takes effect at the start of the financial year, if, by virtue of paragraphs 3.16 to 3.19 of the SFE 2004/2005 as in force on 31st March 2013 below, the contractor becomes entitled to CFMPs, or the amount of its CFMPs is to change, a calculation must first be made of the amount to which it would have been entitled as a CFMP in the previous financial year, had the merger or split taken effect then, and that amount is to be the baseline monthly figure amount for the calculation of its CFMPs for the new financial year; or
- (b) in all other cases, the baseline monthly figure amount for the calculation of a contractor's CFMPs for the new financial year was the monthly figure for any CFMP that was payable at the end of the previous financial year.

3.14. Once the existing baseline monthly figure amount of a contractor's CFMPs had been established, that amount—

- (a) was reviewed and, if necessary, revised for the period commencing on 1st April 2010 and ending on 31st March 2011, in accordance with the provisions of paragraph 3.12A to 3.12C of the SFE 2004/2005 as in force on **31st March 2012** ; and
- (b) was updated for the period commencing on 1st April 2011 and ending on 31st March 2013, by—

- (i) the percentage by which the first amount specified in paragraph 2.3 is uprated at or for the start of the new financial year (“the Uprating Percentage”), if it is to be uprated, or
- (ii) if the first amount specified in paragraph 2.3 is not to be uprated at or for the start of the new financial year, by 0%.

Amount of CFMPs and due date for payment

3.15. In respect of the period commencing on 1st April 2011 and ending on 31st March 2012, if the first amount specified in paragraph 2.3 is uprated at or for the start of the new financial year, the amount of a contractor’s CFMPs for the new financial year is to be its baseline monthly figure amount, as increased by the Uprating Percentage; otherwise the amount of a contractor’s CFMPs for the new financial year is to be its existing baseline monthly figure amount.

Review and revision of Correction Factor Monthly Payments in respect of the period 1st April 2012 and ending 31st March 2013

3.16. In respect of the period commencing on 1st April 2012 and ending on 31st March 2013, the PCT must have, **using the calculation in paragraph 3.16**, reviewed and if necessary revised the baseline monthly figure amount in respect of a contractor’s CFMP ascertained in accordance with **paragraph 3.13**. In relation to any calculation, reviewed and revised which is required as a consequence of this paragraph on or after 1 April 2013, the Board must calculate, review and revise as if any reference to a PCT in this paragraph and any connected provision in the SFE 2004/5 as in force on 31st March 2013 were to the Board.

3.17. The PCT must—

- (a) calculate the gross amount of the contractor’s Payable GSMP, (that is the amount calculated in accordance with Section 2 as being the gross amount of its Payable GSMP), that would be payable in respect of the period commencing on 1st April 2012 and ending on 30th April 2013 on the basis that the first amount specified in paragraph 2.3 were £64.59. The resultant amount is A.
- (b) establish in accordance with paragraph **3.13**, the baseline monthly figure amount for the calculation of the contractor’s CFMP for the period commencing on 1st April 2011 and ending on 31st March 2012 and use that figure (which is not to be revised or uprated), to establish the amount of CFMP to which the contractor would be entitled in respect of the period commencing on 1st April 2012 and ending on 30th April 2013. The resultant amount is B.
- (c) add amounts A and B together. The resultant amount is C.
- (d) calculate the gross amount of the contractor’s Payable GSMP (that is the amount calculated in accordance with Section 2 as being the gross amount of its Payable GSMP), that is payable in respect of the period commencing on 1st April 2012 and ending on 30th April 2013 on the basis that the first amount specified in paragraph 2.3 is £64.67. The resultant amount is D.
- (e) subtract amount D from amount C. The resultant amount is E. Where E is a negative figure it shall be treated as equal to zero.

Expressed algebraically—

$$A + B = C$$

$$C - D = E$$

3.18. In a case where—

- (a) E is equal to, or is treat as equal to, zero, no CFMPs are payable to the contractor for the period commencing on 1st April 2012 and ending on 31st March 2013 or any point thereafter; or

- (b) E is greater than zero, E is the amount of CFMP payable each month under the contract in respect of the period commencing on 1st April 2012 and ending on 31st March 2013 and will form the baseline monthly figure amount for any future calculations that need to be made in respect of CFMPs payable in respect of that contractor.

Review and revision of Correction Factor Monthly Payments in respect of the period commencing on 1st April 2013 and ending on 31st March 2014

3.19. In respect of the period commencing on 1st April 2013 and ending on 31st March 2014, the Board must, using the calculation in paragraph 3.20, review and if necessary revise the baseline monthly figure amount in respect of a contractor's CFMP ascertained in accordance with paragraph 3.13.

3.20. The Board must—

- (a) calculate the gross amount of the contractor's payable GSMP calculated and revised in accordance with Section 2, that would be payable in respect of the period commencing on 1st April 2013 and ending on 30th April 2013, on the basis that the first amount specified in paragraph 2.3 were £64.67. The resultant amount is A.
- (b) Establish in accordance with paragraph 3.13—
- (i) the baseline monthly figure amount for the calculation of the contractor's CFMP for the period commencing on 1st April 2013 and ending on 31st March 2014;
- (ii) use the figure derived from the calculation in paragraph (i) (which is not to be revised or updated), to establish the amount of CFMP to which the contractor would be entitled in respect of the period commencing on 1st April 2013 and ending on 30th April 2013. The resultant amount is B.
- (c) Add A and B together. The resultant amount is C.
- (d) Multiply C by X (which is the decimal equivalent of 0.X%, the national minimum percentage uplift in England for the period commencing on 1st April 2013 and ending on 31st March 2014). The resultant amount is D.
- (e) add amounts C and D together. The resultant amount is E
- (f) calculate the gross amount of the contractor's payable GSMP calculated and revised in accordance with Section 2, that is payable in respect of the period commencing on 1st April 2013 and ending on 30th April 2013 on the basis that the first amount specified in section 2.3 is £Y. The resultant amount is F
- (g) subtract F from amount E. The resultant amount is G. Where G is a negative figure it shall be treated as zero.

Expressed algebraically—

$$A + B = C$$

$$C \times X = D$$

$$C + D = E$$

$$E - F = G$$

3.21. In a case where—

- (a) G is equal to, or is treated as equal to, zero, no CFMPs are payable to the contractor for the period commencing on 1st April 2013 and ending on or after 31st March 2014; or
- (b) G is greater than zero, G is the amount of CFMP payable each month under the contract in respect of the period commencing on 1st April 2013 and ending on 31st March 2014 and will form the baseline monthly figure amount for any future calculations that need to be made in respect of CFMPs payable in respect of that contractor.

CFMP of a value of £10 or less

3.22. No CFMP must be paid in the case where the value of the CFMP payable to the contractor, as calculated in accordance with paragraphs 3.19 to 3.21, is equal to or less than £10.

Amount of CFMP and due date for payment

3.23. So, in respect of the period commencing on 1st April 2013 and ending on 31st March 2014, the amount of a contractor's CFMP is to be the revised baseline monthly figure as calculated in accordance with paragraphs 3.18 to 3.21.

3.24. CFMPs fall due on the last day of each month.

3.25. Thereafter throughout the new financial year, unless the contractor is subject to a partnership merger or split, the amount of the contractor's CFMPs is to remain unchanged, even if the amount of the contractor's Payable GSMP changes.

Practice mergers or splits

3.26. Except as provided for in **paragraphs 3.27 to 3.31**, a contractor with a GMS contract which takes effect, or is treated as taking effect for payment purposes, after 1st April 2004 will not be entitled to CFMPs.

3.27. If—

- (a) a new contractor comes into existence as the result of a merger between one or more other contractors; and
- (b) that merger led to the termination of GMS contracts and the agreement of a new GMS contract,

the new contractor is to be entitled to a CFMP that is the total of any CFMPs payable under the terminated GMS contracts.

3.28. If—

- (a) a new contractor comes into existence as the result of a partnership split of a previous contractor (including a split in order to reconstitute as a company limited by shares);
- (b) at least some of the members of the new contractor were members of the previous contractor; and
- (c) the split led to the termination of the previous contractor's GMS contract,

the new contractor will be entitled to a proportion of any CFMP payable under the terminated contract. The proportions are to be worked out on a pro rata basis, based upon the number of patients registered with the previous contractor (i.e. immediately before its contract is terminated) who will be registered with the new contractor when its new contract takes effect.

3.29. However, where a contractor that is a company limited by shares becomes entitled to CFMPs as a consequence of a partnership split in order to reconstitute as a company limited by shares, that entitlement is conferred exclusively on that company and is extinguished if that company is dissolved. Following such a dissolution, discretionary payments under section 96 of the 2006 Act, equivalent to correction factor payments, could be made by the Board to a new contractor to whom the extinguished company's patients are transferred. Such payments may be appropriate, for example, where a group of providers in a partnership become a company limited by shares and then again a partnership, but all the while they continue to provide essentially the same services to essentially the same number of patients.

3.30. If —

- (a) a new GMS contract is agreed by a contractor which has split from a previously established contractor; but
- (b) the split did not lead to the termination of the previously established contractor's GMS contract,

the new contractor will not be entitled to any of the previously established contractor's CFMP unless, as a result of the split, an agreed number, or a number ascertainable by the Board for the contractors, of patients have transferred to the new contractor at or before the end of the first full quarter after the new GMS contract takes effect.

3.31. If such a transfer has taken place, the previously established contractor and the new contractor are each to be entitled to a proportion of the CFMP that has been payable under the previously established contractor's GMS contract. The proportions are to be worked out on a *pro rata* basis. The new contractor's fraction of the CFMP will be –

- (a) the number of patients transferred to it from the previously established contractor; divided by
- (b) the number of patients registered with the previously established contractor immediately before the split that gave rise to the transfer.

And the previously established contractor's CFMP is to be reduced accordingly.

Conditions attached to payment of Correction Factor Monthly Payments

3.32. CFMPs, or any part thereof, are only payable if the contractor satisfies the following conditions—

- (a) the contractor must make available any information which the Board does not have but needs, and the contractor either has or could reasonably be expected to obtain, in order to calculate the contractor's CFMP; and
- (b) all information supplied pursuant to or in accordance with this paragraph must be accurate.

3.33. If the contractor breaches any of these conditions, the Board may, in appropriate circumstances, withhold payment of any or any part of a CFMP that is otherwise payable.

Erosion of Minimum Practice Guarantee commencing on 1st April 2014

3.34. [This section is under review and is in an early draft form. This section sets out part of the move towards equitable funding and is based upon the proposition that CFMPs will be eroded by 1/7th of their value commencing on 1st April 2014]. The Board must calculate the CFMP as follows.

3.35. Paragraphs 3.5 to 3.18 do not apply.

3.36. Where a contractor is entitled to a CFMP in accordance with paragraph 3.19 for a period that ends on 31st March 2014, the value of that CFMP is an amount referred to as A.

3.37. The amount A is to be divided by 7 to produce an amount B.

3.38. The CFMP for the financial year commencing on—

- (a) 1st April 2014 and ending on 31st March 2015, each eligible contractor will receive a CFMP equal to the value of A less the value of B;
- (b) on 1st April 2015 and ending on 31st March 2016, each eligible contractor will receive a CFMP equal to the value of A less twice the value of B;
- (c) on 1st April 2016 and ending on 31st March 2017, each eligible contractor will receive a CFMP equal to the value of A less three times the value of B;
- (d) on 1st April 2017 and ending on 31st March 2018, each eligible contractor will receive a CFMP equal to the value of A less four times the value of B;

- (e) on 1st April 2018 and ending on 31st March 2019, each eligible contractor will receive a CFMP equal to the value of A less five times the value of B;
- (f) on 1st April 2019 and ending on 31st March 2020, each eligible contractor will receive a CFMP equal to the value of A less six times the value of B; and
- (g) on 1st April 2020 and ending on 31st March 2021, and subsequent financial years, no contractor will be entitled to a CFMP.

3.39. Where a contractor is entitled to a CFMP, the payments will fall due on the last day of each month.

3.40. Where the value of the CFMP payable to a contractor, as calculated in accordance with paragraphs 3.34 to 3.38, is equal to or less than £10.00, no CFMP will be paid to that contractor.

PART 2

QUALITY AND OUTCOMES FRAMEWORK

Section 4: QUALITY AND OUTCOMES FRAMEWORK: GENERAL PROVISIONS

Background

4.1. The Quality and Outcomes Framework (QOF) is set out in Annex D to this SFE.

4.2. Participation in the QOF is voluntary. Information on what is required to accomplish the task or achieve the outcome is set out in Annex D. Additional Guidance on the rationale for indicators, best practice, establishing evidence and verification is published [by NHS Employers] and can be obtained on [www.nhsemployers.org].

4.3. This Section sets out the mechanism for measuring achievement payments in respect of indicators for the period commencing on 1st April 2013 and ending on 31st March 2015 – see paragraphs 4.7 and 4.11.

Types of payments in relation to the QOF

4.4. Essentially, there are two types of payments that are made in relation to the QOF: Aspiration Payments and Achievement Payments.

Aspiration Payments

4.5. Aspiration payments are, in effect, a part payment in advance in respect of achievement under the QOF, and may be calculated using one of two different methods—

- (a) a calculation based on 70% of the contractor's previous year's Unadjusted Achievement Payment; or
- (b) a calculation based on the total number of points that a contractor has agreed with the Board that it is aspiring towards under the QOF during the financial year in respect of which the Aspiration Payment is made. This total is its Aspiration Points Total. The points available are set out in the QOF indicators in the QOF, which have numbers of points attached to particular performance indicators.

4.6. If a contractor is to have an Aspiration Points Total, this is to be agreed between it and the Board—

- (a) at the start of the financial year; or
- (b) if its GMS contract takes effect after the start of the financial year, for when its GMS contract takes effect.

Achievement payments

4.7. Achievement Payments are payments based on the points total that the contractor achieves under the QOF – as calculated, generally speaking (**see paragraph 6.2**), on the last day of the financial year or the date on which its contract terminates (this points total is its Achievement Points Total). The payments are to be made in respect of all Achievement points actually achieved, whether or not the contractor was seeking to achieve those points, but the final amount also takes into account the deduction of the Aspiration Payments that the contractor has received in respect of the same financial year.

The four principal domains of the QOF

4.8. The QOF is divided into four principal domains, which are—

- (a) the clinical domain;
- (b) the patient experience domain;
- (c) the public health domain which includes an additional services sub-domain; and
- (d) the quality and productivity domain which will apply only for the period commencing on 1st April 2013 and ending on 31st March 2014.

Calculation of points in respect of the domains

4.9. Each domain contains areas for which there are a number of indicators set out in tables in Section 2 of the QOF. These indicators contain standards (tasks or thresholds) against which the performance of a contractor will be assessed and these are set out in [**paragraphs 4.10 to 4.17**].

Calculation common to all domains

4.10. Some of the indicators simply require particular tasks to be accomplished (i.e. the production of disease registers), and the standards contained in those indicators do not have, opposite them in the table of indicators, percentage figures for Achievement Thresholds. The points available in relation to these indicators which require tasks to be undertaken are only obtainable (and then in full) if the task is accomplished. What is required to accomplish these tasks is set out in Section 2 of Annex D (the Quality and Outcome Framework).

Calculations in respect of the clinical domain and the public health domain including additional services sub-domain

4.11. Other indicators relating to the clinical and public health domain have designated Achievement Thresholds. The contractor's performance against the standards set out in these indicators is assessed by a percentage – generally of the patients suffering from a particular disease in respect of whom a specific task is to be performed or a specific outcome recorded (referred to as “Fraction” indicators – see for example paragraph 9 of Annex D). Two percentages are set in relation to each indicator—

- (a) a minimum percentage of patients, which represents the start of the scale (i.e. with a value of zero points); and
- (b) a maximum percentage of patients, which is the lowest percentage of eligible patients in respect of whom the task must be performed or outcome recorded in order to qualify for all the points available in respect of that indicator.

4.12. If a contractor has achieved a percentage score in relation to a particular indicator that is the minimum set for that indicator, or is below that minimum, it achieves no points in relation to that indicator. If a contractor has achieved a percentage score in relation to a particular indicator that is between the minimum and the maximum set for that indicator, it achieves a proportion of the points available in relation to that indicator. The proportion is calculated as follows.

4.13. First a calculation will have to be made of the percentage the contractor actually scores (D). This is calculated from the following fraction: divide—

- (a) the number of patients registered with the contractor in respect of whom the task has been performed or outcome achieved (A); by
- (b) the number produced by subtracting from the total number of patients registered with the contractor with the relevant medical condition (B), the total number of patients who fall within the meaning of excepted patients and the total number of patients who fall within the meaning of excluded patients (C).

4.14. For the purposes of paragraph 4.11—

- (a) “excepted patients” means patients who fall within the criteria for exception reporting as set out in **Section XX2.2** of Annex D; and
- (b) “excluded patients” means patients who are on the relevant disease register or target group and are referred to in [reference to Annex D required]but are not included in an indicator denominator for the clinical area concerned.

4.15. The fraction derived from the calculation in paragraph 4.11 is then multiplied by 100 for the percentage score. The calculation can be expressed as—

$$\frac{A}{B-C} \times 100 = D$$

(B-C)

4.16. Once the percentage the contractor actually scores has been calculated (D), subtract from this the minimum percentage score set for that indicator (E), then divide the result by the difference between the maximum (F) and minimum (E) percentage scores set for that indicator, and multiply the result of that calculation by the total number of points available in relation to that indicator (G). This can be expressed as—

$$\frac{D-E}{F-E} \times G$$

(F-E)

4.17. The result is the number of points to which the contractor is entitled in relation to that indicator.

Thresholds

4.18. Maximum thresholds are intended to be set based on evidence of the maximum practically achievable level to deliver clinical effectiveness. This is to ensure that QOF supports continuous quality improvement year on year up to the level that is practically achievable and will enable more patients to benefit, therefore improving health and saving more lives. Evidence of the maximum practically achievable is provided by data available on achievement in previous years.

4.19. The percentages for the achievement threshold levels for the fraction indicators included in QOF for the financial year commencing on 1st April 2013 and ending on 31st March 2014 are set out in Annex D.

4.20. The percentages for the threshold levels for fraction indicators for the period commencing on 1st April 2014 to 31st March 2015 and the following financial years are to be set according to the following principles—

- (a) the thresholds for all continued fraction indicators in the QOF are intended to be reviewed by the Board each year;
- (b) the maximum threshold are to be set at the same percentage as that achieved by the 75th percentile of contractors in the latest year for which data is available. This is two financial years before the year in question;

for example, for the financial year commencing on 1st April 2012 and ending on 31st March 2013 the achievement data is published at end October 2013 and this will be used to set the new thresholds for “continued fraction indicators” for the period commencing on 1st April 2014 and ending on 31st March 2015;

- (c) the minimum threshold is set 40 percentage points lower than the new maximum threshold. For example, if the new upper threshold is proposed to be 93% the new minimum threshold would be proposed as 53%;
- (d) “continued fraction indicators” means fraction indicators that remain in QOF with substantially the same clinical meaning (not necessarily the same points or thresholds) for at least three years – i.e. they were included in the year to which the achievement data relates and they continue in the QOF into the year in which the thresholds are to be amended,

for example, for thresholds set for the period commencing on 1st April 2014 and ending on 31st March 2015, to be a continued fraction indicator, an indicator would have had to remain substantially the same in QOF during the three financial years from 1st April 2012 to 31st March 2015; and

- (e) a fraction indicator remains “substantially the same” where the clinical meaning remains substantially unchanged in the opinion of the Secretary of State, after seeking advice from the Board. Where only minor changes to the wording in respect of an is made and the underlying clinical meaning remains the same, then the indicator will be regarded as remaining substantially the same and is a “continued fraction indicator”.

Section 5: ASPIRATION PAYMENTS

Calculation of Monthly Aspiration Payments: General

5.1. At the start of each financial year – or if a GMS contract starts after the start of the financial year, for the date on which the GMS contract takes effect – subject to **paragraph 5.2(b)**, the Board must calculate for each contractor that has agreed to participate in the QOF the amount of its Monthly Aspiration Payments for that, or for the rest of that, financial year.

5.2. As indicated in **paragraph 4.5** above, there are two methods by which a contractor’s Monthly Aspiration Payments may be calculated. Each contractor may choose the method by which its Monthly Aspiration Payments are calculated, if it is possible to calculate Monthly Aspiration Payments in respect of the contractor by both methods. However—

- (a) if it is only possible to calculate a Monthly Aspiration Payment in respect of the contractor by basing the calculation on an Aspiration Points Total, that is the method which is to be used; and
- (b) if the contractor’s GMS contract is to take effect on or after 2nd February but before 1st April, no Aspiration Points Total is to be agreed for the financial year into which that 2nd February falls, so the contractor will not be able to claim Monthly Aspiration Payments in that financial year. However, the contractor will nevertheless be entitled to Achievement Payments under the QOF if it participates in the QOF.

Calculation of Monthly Aspiration Payments : the 70% method

5.3. If—

- (a) the contractor’s GMS contract took effect before the start of the financial year in respect of which the claim for Monthly Aspiration Payments is made; and
- (b) in respect of the previous financial year the contractor was entitled to an Achievement Payment under this SFE,

that contractor’s Monthly Aspiration Payments may be calculated using the 70% method.

5.4. To calculate a contractor’s Monthly Aspiration Payments by the 70% method, the contractor’s Unadjusted Achievement Payment for the previous year needs to be established (that is, the total established **under paragraph 6.7 of the 2005 SFE as in force on 31st March 2013 or paragraph 6.9 (calculation of achievement payments) of this SFE**). Generally, this will not be possible in the first quarter of the financial year, and so a Provisional Unadjusted Achievement

Payment will need to be established by the Board. The amount of this payment is to be based on the contractor's return submitted in accordance with paragraph **6.3 of the 2005 SFE as in force on 31st March 2013 or paragraph 6.4 (returns in respect of Achievement Payments) of this SFE.**

5.5. In practice, therefore, the amount of the contractor's Provisional Achievement Unadjusted Payment will be a provisional value for the contractor's Unadjusted Achievement Payment.

5.6. Once an annual amount for the contractor's Provisional Unadjusted Achievement Payment has been determined, this is to be multiplied by the QOF Uprating Index for the financial year. The QOF Uprating Index is to be determined by dividing—

- (a) the amount specified in paragraph 6.6 as the value of each Achievement Point for the financial year in respect of which the claim for Monthly Aspiration Payments is being made; by
- (b) the amount that was specified in paragraph 6.6 in respect of the previous financial year, and the resultant figure is to be multiplied by the CPI.

5.7. The total produced by paragraph 5.6 is then to be multiplied by 70%. This figure is then further multiplied by the figure which is the product of the maximum number of points available under the QOF for the financial year in respect of which the calculation is being made divided by the maximum number of points available under the QOF in the previous financial year. (By way of example, the figures used for this element of the calculation in the financial year commencing on 1st April 2013 and ending on 31st March 2014 are 900 and 1000 respectively, 900 points being the maximum number of points available under the QOF for that financial year and 1000 being the maximum number of points available under the QOF for the financial year commencing on 1st April 2012 and ending on 31st March 2013). The resulting figure is the annual amount of the contractor's Aspiration Payment. This is then to be divided by twelve for what, subject to **paragraphs 5.8, 5.9 and 5.10**, is to be the contractor's Monthly Aspiration Payment, as calculated by the 70% method.

5.8. Once the correct amount of the contractor's Achievement Payment in respect of the previous financial year has been established, the amount of the Monthly Aspiration Payments of a contractor whose payments were calculated using a Provisional Unadjusted Achievement Payment is to be revised. First, the difference between its Unadjusted Achievement Payment and its Provisional Unadjusted Achievement Payment is to be established. If this figure is zero, there is to be no change to the contractor's Monthly Aspiration Payments for the rest of the financial year.

5.9. If the Provisional Unadjusted Achievement Payment is higher than the Unadjusted Achievement Payment calculated for the contractor, the difference between the two is to be divided by the number of complete months left in the financial year after the actual Achievement Payment is paid. The amount produced by that calculation is to be deducted from each of the contractor's Monthly Aspiration Payments in respect of those complete months, thus producing the revised amount of that contractor's Monthly Aspiration Payments for the rest of the financial year.

5.10. If the Provisional Unadjusted Achievement Payment is lower than the Unadjusted Achievement Payment calculated for the contractor, the difference between the two is to be divided by the number of complete months left in the financial year after the Actual Achievement Payment is paid. The amount produced by that calculation is to be added to each of the contractor's Monthly Aspiration Payments in respect of those complete months, thus producing the revised amount of that contractor's Monthly Aspiration Payments for the rest of the financial year.

Calculation of Monthly Aspiration Payments: the Aspiration Points Total method

5.11. Any contractor who is participating in the QOF may instead have their Monthly Aspiration Payments calculated by the Aspiration Points Total method, provided that its GMS contract takes

effect before 2nd February in the financial year in respect of which the claim for Monthly Aspiration Payments is made.

5.12. If the contractor is to have its Monthly Aspiration Payments calculated by this method, at the start of each financial year – or if a GMS contract starts after the start of the financial year, for the date on which the GMS contract takes effect – an Aspiration Points Total is to be agreed between the contractor and the Board. As indicated in **paragraph 4.5(b)** above, an Aspiration Points Total is the total number of points that the contractor has agreed with the Board that it is aspiring towards under the QOF during the financial year in respect of which the Aspiration Payment is made.

5.13. If the Board and the contractor have agreed an Aspiration Points Total for the contractor, that total is to be divided by three. The resulting figure is to be multiplied by [£XX] and then by the contractor's CPI, which produces the annual amount of the contractor's Aspiration Payment. This is then to be divided by twelve for what, subject to paragraph 6.12 (recovery where Aspiration Payments have been too high), is to be the contractor's Monthly Aspiration Payment, as calculated by the Aspiration Points Total method.

Payment arrangements for Monthly Aspiration Payments

5.14. If, as regards any financial year, a contractor could have its Monthly Aspiration Payments calculated by either the 70% method or the Aspiration Points Total method, it must choose the method by which it wishes its Monthly Aspiration Payments to be calculated, and once it has made that choice, it cannot change that choice during that financial year.

5.15. The Board must pay the contractor under its GMS contract its Monthly Aspiration Payment monthly. The Monthly Aspiration Payment is to fall due on the last day of each month. However, if the contractor's contract took effect on a day other than the first day of a month, its Monthly Aspiration Payment in respect of that first part month (which will have been calculated by the Aspiration Points Total method) is to be adjusted by the fraction produced by dividing—

- (a) the number of days during the month in which the contractor was participating in the QOF; by
- (b) the total number of days in that month.

5.16. The amount of a contractor's Monthly Aspiration Payments is thereafter to remain unchanged throughout the financial year, even when its CPI changes or if the contractor ceases to provide an Additional Service and as a consequence is less likely to achieve the Aspiration Points Total that has been agreed.

Conditions attached to Monthly Aspiration Payments

5.17. Monthly Aspiration Payments, or any part thereof, are only payable if the contractor satisfies the following conditions—

- (a) as regards Monthly Aspiration Payments which are, or are to be, calculated by the Aspiration Points Total method—
 - (i) the contractor's Aspiration Points Total on which the Payments are based must be realistic, agreed with the Board and broken down for the Board by the contractor into a standard format, provided nationally, and
 - (ii) the contractor must make any returns required of it (whether computerized or otherwise) to the Board in such manner as the Board may reasonably require, and do so promptly and fully.
- (b) the contractor must make available to the Board any information which the Board does not have but needs, and the contractor either has or could reasonably be expected to obtain, in order to calculate the contractor's Monthly Aspiration Payments;
- (c) contractors utilising computer systems approved by the Board must make available to the Board aggregated monthly returns relating to their achievement of the standards

contained in the indicators in the QOF, and in the standard form provided for by such systems;

- (d) contractors not utilizing computer systems approved by the Board must make available to the Board similar monthly returns, in such form as the Board reasonably requests (for example, the Board may reasonably request that contractors fill in manually a printout of the standard spreadsheet in the form specified by the Board); and
- (e) all information supplied pursuant to or in accordance with this paragraph must be accurate.

5.18. If the contractor breaches any of these conditions, the Board may, in appropriate circumstances, withhold payment of any or any part of a Monthly Aspiration Payment that is otherwise payable.

Section 6: ACHIEVEMENT PAYMENTS

Basis of Achievement Payments

6.1. Achievement Payments are to be based on the Achievement Points to which a contractor is entitled each financial year, as calculated in accordance with this Section and Section 4.

Assessment of Achievement Payments

6.2. Subject to paragraph 6.3, the date in respect of which the assessment of achievement points is to be made is the last day of the financial year.

Assessment of Achievement Payments where GMS contract terminates during a financial year

6.3. In a case where a GMS contract terminates before the end of the financial year, the assessment of the Achievement Points to which it is entitled is to be made in respect of the last date in the financial year on which it was under an obligation, under its GMS contract, to provide essential services.

Returns in respect of Achievement Payments

6.4. In order to make a claim for an Achievement Payment, a contractor must make a return in respect of the information required of it by the Board in order for the Board to calculate its Achievement Payment. Where a GMS contract terminates before the end of the financial year, a contractor may make a return at that stage in respect of the information necessary to calculate the Achievement Payment to which it is entitled in respect of that financial year.

6.5. On the basis of that return but subject to any revision of the Achievement Points totals that the Board may reasonably see fit to make to correct the accuracy of any points total the Board is to calculate the contractor's Achievement Payment as follows.

Calculation of Achievement Payments

6.6. The parts of the Achievement Payment that relate to the domains referred in paragraph 4.8(a) and (b) (other than the parts referred to in paragraph 6.7) are calculated in a different way from the parts relating to the other domains. As regards—

- (a) the additional services sub-domain of the public health domain, the Achievement Points total in respect of each additional service is to be assessed in accordance with the guidance in Annex E, and a calculation is to be made of the cash total in respect of that domain in the manner set out in that guidance; and
- (b) the clinical domain and the public health domain in a case where there is a disease register (other than the areas and indicators referred to in paragraph 6.7), first a calculation needs to be made of an Adjusted Practice Disease Factor for each disease area. (In the case of a GMS contract that only has effect for part of a financial year, there

are specific provisions, set out in more detail in Annex F, as to the Adjusted Practice Disease Factor that is to be taken into account in calculating the contractor's Achievement Payment.) This is then multiplied by [£xx] and by the contractor's Achievement Points total in respect of the disease area to produce a cash amount for that disease area. Then the cash totals in respect of all the individual disease areas in the domain are to be added together to give the cash total in respect of the domain. A fuller explanation of the calculation of Adjusted Practice Disease Factors, and of the provisions that apply in the case of a GMS contract that only has effect for part of a financial year, is given in Annex F.

6.7. The part of the Achievement Payment that relates to—

- (a) the palliative care area of the clinical domain;
 - (b) indicators 001, 003, 004 in the smoking area of the public health domains; and
 - (c) indicator BP001 in the blood pressure area of the public health domain,
- must be calculated in accordance with **paragraph 6.8**.

6.8. As regards all the other Achievement Points gained by the contractor, the total number of them is to be multiplied by [£XX].

6.9. The cash totals produced under **paragraphs 6.6 and 6.8** are then added together and multiplied by the contractor's CPI, calculated in accordance with the provisions of paragraph 2.18—

- (a) at the start of the final quarter of the financial year to which the Achievement Payment relates;
- (b) if its GMS contract takes effect after the start of the final quarter of the financial year to which the Achievement Payment relates, on the date its GMS contract takes effect; or
- (c) if its GMS contract has been terminated, its CPI at the start of the quarter during which its GMS contract was terminated.

The cash total produced as a consequence of this paragraph is the Unadjusted Achievement Payment for the purposes of calculating aspiration payments for the following financial year.

6.10. If the contractor's GMS contract had effect—

- (a) throughout the financial year, the resulting amount is the interim total for the contractor's Achievement Payment for the financial year; or
- (b) for only part of the financial year, the resulting amount is to be adjusted by the fraction produced by dividing the number of days during the financial year for which the contractor's GMS contract had effect by 365 (or 366 where the financial year includes 29th February), and the result of that calculation is the interim total for the contractor's Achievement Payment for the financial year.

6.11. From these interim totals, the Board needs to subtract the total value of all the Monthly Aspiration Payments made to the contractor under its GMS contract in the financial year to which the Achievement Payment relates. The resulting amount (unless it is a negative amount or zero, in which case no Achievement Payment is payable) is the contractor's Achievement Payment for that financial year.

Recovery where Aspiration Payments have been too high

6.12. If the resulting amount from the calculation under **paragraph 6.11** is a negative amount, that negative amount, expressed as a positive amount (“**the paragraph 6.11 amount**”), is to be recovered by the Board from the contractor in one of two ways—

- (a) to the extent that it is possible to do so, the **paragraph 6.11** amount is to be recovered by deducting one twelfth of that amount from each of the contractor's Monthly Aspiration Payments for the financial year after the financial year to which the paragraph 6.10 amount relates. In these circumstances—

- (i) the gross amount of its Monthly Aspiration Payments for accounting and superannuation purposes in the financial year after the financial year to which the **paragraph 6.11 amount** relates is to be the amount to which the contractor is otherwise entitled under **paragraphs 5.3 to 5.10 or paragraph 5.11 to 5.13**, and
 - (ii) the **paragraph 6.11** amount is to be treated for accounting and superannuation purposes as an overpayment in respect of the contractor's Monthly Aspiration Payments for the financial year to which the paragraph 6.10 amount relates; or
- (b) if it is not possible to recover all or part of the **paragraph 6.11** amount by the method described in sub paragraph (a) (for example, because of the termination of the GMS contract after a partnership split), the amount that cannot be so recovered is to be treated as an overpayment in respect of the contractor's Monthly Aspiration Payments for the year to which the paragraph 6.10 amount relates, and is to be recovered accordingly (i.e. in accordance with **paragraph 25.1**).

Accounting arrangements and due date for Achievement Payments

6.13. The contractor's Achievement Payment, as calculated in accordance with paragraph 6.11 is to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year into which the date in respect of which the assessment of Achievement Points on which the Achievement Payment is based ("the relevant date") falls and the Achievement Payment is to fall due –

- (a) where the GMS contract terminates before the end of the financial year into which the relevant date falls (see paragraph 6.3), at the end of the quarter after the quarter during which the GMS contract was terminated, and
- (b) in all other cases, at the end of the first quarter of the financial year after the financial year into which the relevant date falls (see paragraph 6.2).

Conditions attached to Achievement Payments

6.14. Achievement Payments, or any part thereof, are only payable if the contractor satisfies the following conditions—

- (a) the contractor must make the return required of it under paragraph 6.4;
- (b) the contractor must ensure that all the information that it makes available to the Board in respect of the calculation of its Achievement Payment is based on accurate and reliable information, and that any calculations it makes are carried out correctly;
- (c) the contractor must ensure that it is able to provide any information that the Board may reasonably request of it to demonstrate that it is entitled to each Achievement Point to which it says it is entitled, and the contractor must make that information available to the Board on request;
- (d) the contractor must make any returns required of it (whether computerized or otherwise) to the Board in such manner as the Board may reasonably require, and do so promptly and fully;
- (e) the contractor must co-operate fully with any reasonable inspection or review that the Board or another relevant statutory authority wishes to undertake in respect of the Achievement Points to which it says it is entitled; and
- (f) all information supplied pursuant to or in accordance with this paragraph must be accurate.

6.15. If the contractor breaches any of these conditions, the Board may, in appropriate circumstances, withhold payment of all or part of an Achievement Payment that is otherwise payable.

PART 3

DIRECTED ENHANCED SERVICES

Section 7: EXTENDED HOURS ACCESS SCHEME FOR THE PERIOD 1st APRIL 2013 TO 31st MARCH 2014

7.1. Direction 3(1)(a) of the DES Directions requires the Board to establish, operate and, as appropriate, revise an Extended Hours Access Scheme. This Section applies to arrangements entered into in accordance with the Extended Hours Access Scheme as provided for in directions 3(1)(a) and (2) and 4 of the DES Directions in respect of the financial year or any part of that year.

In this Section, “financial year” means the period commencing on 1st April 2013 and ending on 31st March 2014.

Extended Hours Access Scheme – Payments

7.2. If, as part of a GMS contract –

- (a) a contractor and the Board have agreed arrangements for Extended Hours Access services in respect of any part of the period up to and including 31st March 2014; and
- (b) the contractor has started providing, and continues to provide, the services agreed under those arrangements,

the Board must pay the contractor under the GMS contract quarterly Extended Hours Access Payments, in respect of the period during which the service is being provided, calculated in accordance with the provisions in this Section.

7.3. At the start of the provision of the service agreed under the arrangements, the Board must calculate the Extended Hours Access Payment for the financial year, or the remainder of the financial year, during which the service commences.

7.4. The calculation required by paragraph 7.3. is as follows—

£1.90 multiplied by—

- (a) the contractor’s CRP at the start of the quarter during which the provision of the service agreed under the arrangements commences; or
- (b) the contractor’s initial CRP if the contract starts after the start of the quarter during which the service agreed under the arrangements commences,

multiplied (in either case) by $X / 365$.

X is the number of days left in the financial year.

7.5. Where a contractor—

- (a) started to provide Extended Hours Access services under an agreement made in accordance with the Primary Medical Services (Directed Enhanced Services) (England) Directions 2012(a) and continued to provide such services up to and including 31st March 2013;
- (b) continued to provide such services under those Directions during the period commencing on 1st April 2012 and ending immediately before providing an extended hours access service under the DES Directions (“the transitional period”); and
- (c) has entered into such arrangements as are referred to in Section 7.1 for the financial year,

the Board must calculate the Extended Hours Access Payment in accordance with Section 7.4 as if the services provided during the transitional period were services provided under such arrangements as are referred to in Section 7.1 as from 1st April 2013.

(a)

7.6. The amount calculated as the Extended Hours Access Payment for the financial year or part of the financial year is payable in quarterly instalments and is payable on the last day of the quarter.

7.7. Payments are only payable in respect of periods during which the service agreed under the arrangements is being provided and payments will not in any event be payable in respect of any period after 31st March 2014.

7.8. Where the service agreed under the arrangements ceases to be provided at any time before 31st March 2014, a calculation must be made in respect of the payment to be made on the last day of the quarter during which the service ceases to be provided as follows—

the sum that would be payable in respect of that quarter had the service not ceased,

multiplied by

X / the number of days in that quarter.

X is the number of days during that quarter that the service agreed under the arrangements was being provided.

The sum so calculated is the sum payable on the final day of the quarter during which the service agreed under the arrangements ceased to be provided and no further payments will be payable in respect of the arrangements.

7.9. Extended Hours Access Scheme Payments, or any part thereof, are only payable if the contractor satisfies the following conditions—

- (a) the contractor must make available to the Board any information which the Board does not have but needs, and the contractor either has or could be reasonably expected to obtain, in order to establish whether the contractor has fulfilled its obligations under the Extended Hours Access Scheme arrangements, and where applicable under arrangements made in accordance with the Primary Medical Services (Directed Enhanced Services) (England) Directions 2012;
- (b) the contractor must make any returns required of it (whether computerized or otherwise) to the Exeter Registration System, and do so promptly and fully; and
- (c) all information supplied pursuant to or in accordance with this paragraph must be accurate.

7.10. If the contractor breaches any of these conditions, the Board may, in appropriate circumstances, withhold payment of all or any part of any Extended Hours Access Scheme Payment that is otherwise payable.

Provisions relating to contractors whose practices merge

7.11. Paragraphs 7.12. to 7.14 apply where two or more GMS contractors merge (“a contractual merger”) and as a result two or more patient lists are combined, resulting in either a new GMS contract or a varied GMS contract.

7.12. The GMS contracts of the contractors that form a contractual merger shall be treated as having terminated and the entitlement of the contractors in the contractual merger to any Extended Hours Access Scheme payment will be assessed in accordance with the provisions of Section 7.8 on the basis that the arrangements agreed under those contracts ceased to be provided at the time those contracts are treated as having terminated.

7.13. Subject to the provisions of paragraph 7.14, the entitlement of the contractor entering into the new or varied GMS contract to an Extended Hours Access Scheme payment will be assessed in accordance with the provisions of this Section, and on the basis that entitlement to any payment under any new arrangements that may be agreed with the Board commences at the time the contractor starts to provide such new arrangements and provided those arrangements have first been agreed in writing.

7.14. Where there is a contract merger and the contractor under a new or varied GMS contract—

- (a) agrees arrangements with the Board for extended hours access, and starts providing extended hours access arrangements in accordance with such agreed arrangements, within 28 days of the date the new or varied GMS contract commenced, and
- (b) during the period between the commencement of the new or varied GMS contract and the date upon which such agreed arrangements commence, has been providing extended hours access arrangements which were, in the opinion of the Board, broadly comparable to what was necessary in order to provide the minimum hours of extended access required under the DES Directions,

the new arrangements are deemed to have commenced on the date the new or varied GMS contract commenced, and payment will be assessed accordingly.

Provisions relating to contractors whose practices split

7.15. Paragraph 7.16 to 7.18 apply where a GMS contractor splits (“a contractual split”), and as a result the contractor’s patients list is divided between two or more GMS contractors, resulting in either new GMS contracts or varied GMS contracts or a combination of both.

7.16. The GMS contract of the contractor that splits shall be treated as having terminated and the entitlement of the contractor that so terminates to any Extended Hours Access Scheme payment will be assessed in accordance with the provisions of Section 7.8 on the basis that the arrangements agreed under that contract ceased to be provided at the time that contract is treated as having terminated.

7.17. Subject to the provisions in paragraph 7.18, the entitlement of a contractor entering into a new or varied GMS contract to an Extended Hours Access Scheme payment, will be assessed in accordance with the provisions of this Section, and on the basis that entitlement to any payment under any new arrangement that may be agreed with the Board commences at the time the contractor starts to provide such new arrangements and provided those arrangements have first been agreed in writing.

7.18. Where there is a contract split and a contractor under a new or varied GMS contract arising out of such a contract split –

- (a) agrees arrangements with the Board for extended hours access, and starts providing extended hours access arrangements in accordance with such agreed arrangements, within 28 days of the date the new or varied GMS contract commenced; and
- (b) during the period between the commencement of the new or varied GMS contract and the date upon which such agreed arrangements commence, has been providing extended hours access arrangements which were, in the opinion of the Board, broadly comparable to what was necessary in order to provide the minimum hours of extended access required under the DES Directions,

the new arrangements are deemed to have commenced on the date the new or varied GMS contract commenced, and payment will be assessed accordingly.

Provisions relating to non-standard splits and mergers

7.19. Where the GMS contract of a contractor who has agreed extended hours access arrangements with the Board is subject to a split or a merger and—

- (a) the application of the provisions set out in this Section in respect of splits or mergers would, in the reasonable opinion of the PCT, lead to an inequitable result; or
- (b) the circumstances of the split or merger are such that the provisions set out in this Section cannot be applied,

the Board may, in consultation with the contractor or contractors concerned, agree to such payments as in the Board’s opinion, are reasonable in all the circumstances.

Section 8: ALCOHOL RELATED RISK REDUCTION SCHEME FOR THE PERIOD 1st APRIL 2013 TO 31st MARCH 2014

8.1. Direction 3(1)(b) of the DES Directions requires the Board to establish, operate and, as appropriate, revise an Alcohol Related Risk Reduction Scheme. This Section applies to arrangements entered into in accordance with the Alcohol Related Risk Reduction Scheme as provided for in directions 3(1)(b) and (2) and 5 of the DES Directions in respect of the financial year or any part of that year.

In this Section, “financial year” means the period commencing on 1st April 2013 and ending on 31st March 2014.

Alcohol Related Risk Reduction Scheme – Payments

8.2. If, as part of a GMS contract –

- (a) a contractor and the Board have agreed arrangements in respect of an Alcohol Related Risk Reduction Scheme in respect of all or part of the financial year in accordance with the DES Directions; and
- (b) the contractor provides, within the required period in respect of the financial year, the statistical information required by the Board as set out in this Section,

the Board must pay the contractor under the GMS contract and Alcohol Related Risk Reduction payment in respect of newly registered patients aged 16 and over screened by the contractor under the arrangements during the financial year calculated in accordance with the provisions of this Section.

8.3. In order to qualify for an Alcohol Related Risk Reduction Payment in respect of the financial year, the contractor must, before 30th April 2014, provide the Board with the following information (in writing) in respect of newly registered patients screened by the contractor during the financial year and the information must reflect the position at the end of the financial year –

- (a) the number of newly registered patients aged 16 and over who have been screened by the contractor using either one of two shortened versions of the World Health Organisation (WHO) Alcohol Use Disorders Identification Test (AUDIT) questionnaire (FAST or AUDIT- C) during the financial year;
- (b) the number of newly registered patients aged 16 or over who have screened positive under either one of two shortened versions of the WHO Alcohol Use Disorders Identification Test (AUDIT) questionnaire (FAST or AUDIT-C) during the financial year who then undergo a fuller assessment using the full ten-question AUDIT questionnaire to determine an increasing risk, a higher risk or likely dependent drinking;
- (c) the number of newly registered patients who have been identified as drinking at increasing risk or higher risk levels who have during the financial year received a brief intervention to help them reduce their alcohol-related risk; and
- (d) the number of newly registered patients scoring 20 or more on the full ten-question AUDIT questionnaire who have been referred by the contractor for specialist advice for dependent drinking during the financial year.

8.4. The Alcohol Related Risk Reduction Payment payable in respect of the financial year will be calculated as follows—

£2.38 multiplied by

the number of newly registered patients aged 16 and over who have been screened by the contractor using either one of two shortened versions of the WHO Alcohol Use Disorders Identification Test (AUDIT) questionnaire (FAST or AUDIT-C) during the financial year.

8.5. No more than one payment of £2.38 may be made to the contractor in respect of any individual patient under the provisions of this Section in respect of the financial year.

Accounting arrangements and due date for Alcohol Related Risk Reduction Payments

8.6. Alcohol Related Risk Reduction Payments in respect of arrangements entered into in accordance with the DES Directions are to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year.

8.7. The amount calculated as the Alcohol Related Risk Reduction Payment for the financial year falls due on the last day of the month following the month during which the contractor provides the information required under paragraph 8.3.

8.8. Alcohol Related Risk Reduction Payments, or any part thereof, are only payable if the contractor satisfies the following conditions—

- (a) the contractor must make available to the Board any information which the Board does not have but needs, and the contractor either has or could be reasonably expected to obtain, in order to establish whether the contractor has fulfilled its obligation under the Alcohol Related Risk Reduction Scheme arrangements;
- (b) the contractor must make any returns required of it (whether computerized or otherwise) to the Exeter Registration System, and do so promptly and fully; and
- (c) all information supplied pursuant to or in accordance with this paragraph must be accurate.

8.9. If the contractor breaches any of the above conditions, the Board may, in appropriate circumstances, withhold payment of any, or any part of, an Alcohol Related Risk Reduction Payment that is otherwise payable.

Provisions relating to contractors whose contracts terminate or who withdraw from the arrangements prior to 31st March 2014 (subject to the provisions below for termination attributable to a practice split or merger)

8.10. Where a contractor and the Board have arrangements in respect of Alcohol Related Risk Reduction in respect of the financial year and the contractor's contract subsequently terminates or the contractor withdraws from the arrangements prior to 31st March 2014, the contractor is entitled to an Alcohol Related Risk Reduction Payment in respect of its participation in the arrangements, calculated in accordance with the following provisions.

Any amount so calculated will fall due on the last day of the month following the month during which the contractor provides the information required under paragraph 8.11.

8.11. In order to qualify for an Alcohol Related Risk Reduction Payment in respect of its participation in the arrangements, the contractor must, before the expiry of 28 days following the termination of the contract or the withdrawal from the arrangements, provide the Board, in writing, with the information specified in paragraph 8.3, in respect of the financial year and terminating on the last day of the contract or, where the contract remains in force but the contractor has withdrawn from the arrangements, the last day upon which the contract was participating in the arrangements.

8.12. The Alcohol Related Risk Reduction Payment payable will be calculated as follows –
£2.38 multiplied by

the number of newly registered patients aged 16 and over who have been screened by the contractor using either one of two shortened versions of the WHO Alcohol Use Disorders Identification Test (AUDIT) questionnaire (FAST or AUDIT-C) during the period commencing on 1st April 2013 and terminating on the last day of the contract or, where the contract remains in force but the contractor has withdrawn from the arrangements, the last day upon which the contractor was participating in the arrangements.

Provisions relating to contractors whose practices merge

8.13. Paragraphs 8.14 to 8.16 apply where two or more GMS contractors merge (“a contractual merger”) and as a result two or more patient lists are combined, resulting in either a new or a varied GMS contract.

8.14. Assessment of any entitlement to an Alcohol Related Risk Reduction Payment or Payments will depend on whether or not the contractor under a new or varied GMS contract enters into new written arrangements before the expiry of 28 days following the date on which the new or varied GMS contract commenced.

8.15. Where there is a contractual merger and the contractor under a new or varied GMS contract does not enter into new written arrangements under the scheme before the expiry of 28 days following the date the new or varied GMS contract commenced—

- (a) entitlement to any Alcohol Related Risk Reduction Payments arising under the original contracts will be assessed, on the basis that those contracts are treated as having terminated, in accordance with the provisions of this Section relating to contracts that terminate as set out in paragraphs 8.10 to 8.12; and
- (b) where the contractor under a new or varied GMS contract subsequently enters into arrangements in respect of Alcohol Related Risk Reduction, the entitlement of the contractor under such arrangements will be assessed in accordance with the provisions of this Section but on the basis that—
 - (i) the information to be submitted at the end of the financial year in accordance with paragraph 8.3 will relate to newly registered patients screened by the contractor during that part of the financial year commencing on the date the new written arrangements commenced, and
 - (ii) any patients who are registered with the contractor under the new or varied GMS contract solely as a result of the contractual merger will not be treated as newly registered patients under the new or varied GMS contract, nor included in the return required in accordance with sub-paragraph (i) and no payment shall be made in respect of them.

8.16. Where there is a contractual merger and the contractor under a new or varied GMS contract enters into new written arrangements before the expiry of 28 days following the date the new or varied GMS contract commenced, entitlement will be assessed as provided for in paragraph 8.17.

8.17. No separate assessment is made in respect of entitlement under the original GMS contracts that merged. The entitlement of the contractor under the new or varied GMS contract will be assessed at the end of the financial year (or when such new or varied GMS contract terminates, if earlier) in accordance with the provisions of this Section and on the basis of information regarding the newly registered patients screened under both the original GMS contracts and the new or merged GMS contract during the course of the financial year (or lesser period if the new or varied GMS contract terminates earlier), save that any patients which are registered with the contractor under the new or varied GMS contract solely as a result of the contractual merger will not be treated as newly registered patients under the new or varied GMS contract, nor included in the return required in accordance with paragraph 8.3 and no payment shall be made in respect of them.

Provisions relating to contractors whose practices split

8.18. Paragraphs 8.19 to 8.22 apply where a GMS contractor splits (“a contractual split”), and as a result the contractor’s patient list is divided between two or more GMS contractors, resulting in either new GMS contracts or varied GMS contracts or a combination of both.

8.19. Where there is a contractual split, the GMS contract that splits will be treated as having terminated on the date the contract splits and any entitlement to an Alcohol Related Risk

Reduction Payment arising under the original contract will be assessed in accordance with the provisions of this Section relating to contracts that terminate as set out in paragraphs 8.10 to 8.12.

8.20. Assessment of any entitlement under any new or varied GSM contracts arising out of a contractual split to an Alcohol Related Risk Reduction Payment or Payments will depend on whether or not the contractor under its new or varied GSM contract enters into new written arrangements before the expiry of 28 days following the day on which the new or varied GSM contract commenced.

8.21. Where there is a contractual split and a contractor under any new or varied GSM contract enters into new written arrangements under the Scheme before the expiry of 28 days following the date the new or varied GSM contract commenced, the entitlement of the contractor entering into the new or varied contract to an Alcohol Related Risk Reduction Payment will be assessed in accordance with the provisions of this Section, but on the basis that the information to be submitted at the end of the financial year in accordance with paragraph 8.3 will relate to newly registered patients screened by the contractor during that part of the financial year commencing on the date the new or varied GSM contract commenced and on the basis that any patients which are registered with the contractor under the new or varied GSM contract solely as a result of the contractual split will not be treated as newly registered patients under the new or varied GSM contract, nor included in the return required in accordance with paragraph 8.3, and no payment shall be made in respect of them.

8.22. Where there is a contractual split and a contractor under a new or varied GSM contract does not enter into new written arrangements under the Scheme before the expiry of 28 days following the date the new or varied GSM contract commenced, but subsequently enters into such arrangements, the entitlement of the contractor entering into the new or varied GSM contract to an Alcohol Related Risk Reduction Payment will be assessed in accordance with the provisions of this Section, but on the basis that the information to be submitted at the end of the financial year in accordance with paragraph 8.3 will relate to newly registered patients screened by the contractor during that part of the financial year commencing on the date the new written arrangements commenced and that any patients which are registered with the contractor under the new or varied GSM contract solely as a result of the contractual split will not be treated as newly registered patients under the new or varied GSM contract, nor included in the return required in accordance with paragraph 8.3, and no payment shall be made in respect of them.

Provisions relating to non-standard splits and mergers

8.23. Where the GSM contract of a contractor who has entered into Alcohol Related Risk Reduction arrangements with a PCT is subject to a split or a merger and—

- (a) the application of the provisions set out in this Section in respect of splits or mergers would, in the reasonable opinion of the Board, lead to an inequitable result; or
- (b) the circumstances of the split or merger are such that the provisions set out in this Section cannot be applied,

the Board may, in consultation with the contractor or contractors concerned, agree to such payments as in the Board's opinion, are reasonable in all circumstances.

Section 9: LEARNING DISABILITIES HEALTH CHECK SCHEME FOR THE PERIOD 1st APRIL 2013 TO 31st MARCH 2014

9.1. Direction 3(1)(c) of the DES Directions requires the Board to establish, operate and, as appropriate, revise a Learning Disabilities Health Check Scheme. This Section applies to arrangements entered into in accordance with the Learning Disabilities Health Check Scheme provided for in directions 3(1)(c) and (2) and 6 of the DES Directions in respect of the financial year or any part of that year.

In this Section, "financial year" means the period commencing on 1st April 2013 and ending on 31st March 2014.

Learning Disabilities Health Check Scheme – Health Check Completion Payments

9.2. If, as part of a GMS contract—

- (a) a contractor and the Board have agreed arrangements in respect of a Learning Disabilities Health Check Scheme in respect of all or any part of the financial year in accordance with the DES Directions;
- (b) the contractor and the Board have agreed a Health Check Learning Disabilities Register (“the Register”) (including any Health Check Learning Disabilities Register the agreed in accordance with direction 6(6) of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2012(a)); and
- (c) the contractor informs the Board in writing, before the last day of the month that immediately follows the last day in the quarter in respect of which the claim for payment relates, of the number of patients on the Register who have received a compliant health check undertaken by the contractor in accordance with arrangements during that quarter, the Board must pay the contractor under the GMS contract a Health Check Completion payment in respect of each quarter which is to be calculated in accordance with Section 9.3.

9.3. A Health Check Completion Payment for each quarter is calculated as follows—

£102.16 multiplied by

the number of compliant health checks undertaken by the contractor in respect of patients recorded as being on the Register during the quarter period to which the payment refers, as notified to the Board in accordance with Section 9.2.

9.4. As regards payments of a Health Check Completion Payment—

- (a) [no more than one payment is to be made to the contractor in the respect of any individual patient irrespective of the number of compliant health checks undertaken by the contractor in respect of that patient during the financial year]; and
- (b) no payment shall be made to a contractor in respect of any individual patient in the case where that patient’s name was added to the Register after it had been agreed and the Board required the contractor to remove that name.

Learning Disabilities Health Check Scheme – Health Check Learning Disabilities Register

9.5. Section 9.6 applies—

- (a) in respect of any additions made or proposed additions of the names of patients to a Health Check Learning Disabilities Register (the Register) after it has been agreed; and
- (b) in the case where a Health Check Learning Disabilities Register was previously agreed as a consequence of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2012 and it is agreed that it is the Register for the financial year.

9.6. In respect of names being added to the Registrar—

- (a) no name may be added to the Register during any quarter period and no entitlement to a Health Check Completion Payment arises in respect of any proposed additions of the names of patients to the Register in any quarter period; and
- (b) subject to paragraph (a), a contractor may add a patient’s name to the Register that has already been agreed only if the contractor complies with the requirements in Section 9.7 and therefore is entitled to a quarterly Health Check Completion Payment in respect of that patient.

9.7. The requirements referred to in Section 9.6 are—

(a)

- (a) the contractor must notify the Board in writing of the patient's name and reasons for including that name on the Register within 7 days of adding that name to the Register; and
- (b) if the Board requests information it reasonably needs in order to assist it in its consideration of whether the name in question should be retained on the Register, the contractor must provide such information within 7 days of the Board's request.

9.8. If the Board instructs the contractor in writing to remove a patient's name from the Register which the contractor has added, the contractor must remove that name and—

- (a) no entitlement to a Health Check Completion Payment arises in respect of that patient; and
- (b) any Health Check Completion Payment already paid in respect of that patient shall be treated as an overpayment and may be recovered by the Board in accordance with **Section 25 (administrative provisions)** of this SFE.

9.9. If a contractor and the Board have agreed arrangements in respect of a Learning Disabilities Health Check Scheme in respect of all or any part of the financial year but have not concluded an agreement on a Register before 1st March 2014, agreement must be concluded in order to qualify for a Health Check Completion Payment.

9.10. If a contractor had agreed arrangements in respect of a Learning Disabilities Health Check Scheme in accordance with the Primary Medical Services (Directed Enhanced Services) (England) Directions 2012(a), as in force immediately before 1st April 2013, and those arrangements are in place on 31st March 2013 and a Health Check Learning Disabilities Register was agreed in respect of those arrangements—

- (a) that Health Check Learning Disabilities Register will continue to be the agreed Register in respect of the financial year; and
- (b) there is no requirement to agree a further register.

Accounting arrangements and due payment dates for Health Check Completion Payments

9.11. Health Check Completion Payments are to be treated for accounting and superannation purposes as gross income of the contractor in the financial year during which the compliant health check takes place.

9.12. The amount calculated as the Health Check Completion Payment is payable on the last day of the month following the month during which the Board received details of the number of registered patients on the Register who received a compliant health check under the arrangements.

9.13. Health Check Completion Payments, or any part thereof, are only payable if the contractor satisfies the following conditions—

- (a) the contractor must make available to the Board any information which the Board does not have but needs, and the contractor either has or could be reasonably expected to obtain, in order to establish whether the contractor has fulfilled its obligations under the Learning Disabilities Health Check Scheme arrangements;
- (b) the contractor must make any returns required of it (whether computerized or otherwise) to the Exeter Registration System, and do so promptly and fully; and
- (c) all information supplied pursuant to or in accordance with this paragraph must be accurate.

9.14. If the contractor breaches any of these conditions, the Board may, in appropriate circumstances, withhold payment of any, or any part of, a Health Check Completion Payment that is otherwise payable.

(a)

Provisions relating to contractors whose contracts terminate or who withdraw from the arrangements prior to 31st March 2014 (subject to the provisions below for terminations attributable to a practice split or merger)

[Paragraphs 9.15 to end of section 9.30 is under review]

9.15. Where a contractor and the Board have agreed arrangements in respect of a Learning Disabilities Health Check Scheme for any part of the twelve month period ending on 31st March 2014 and the contractor's contract subsequently terminates or the contractor withdraws from the arrangements prior to 31st March 2014, the contractor is entitled to a Health Check Completion Payment in respect of any compliant health checks undertaken by the contractor during the quarter period during which the contract terminates or the contractor withdraws from the scheme.

9.16. The Board must pay the contractor for the quarter period in which the contract terminates or the contractor withdraws from the arrangements, an amount calculated in accordance with paragraph 9.3 and 9.4 and the requirements in paragraph 9.7 and 9.8 apply.

9.17. [No more than one payment is to be made to the contractor in respect of any individual patient irrespective of the number of compliant health checks undertaken by the contractor in respect of that patient during the financial year in which the contract or arrangements subsists.]

Provisions relating to contractors whose practices merge

9.18. Sections 9.19 to 9.24 apply where two or more GMS contractors merge ("a contractual merger") and as a result two or more patient lists are combined, resulting in either a new or a varied GMS contract.

9.19. Assessment of any entitlement to a Health Check Completion Payment will depend on whether or not the contractor under a new or varied GMS contract enters into new written arrangements following the date on which the new or varied GMS contract commenced.

9.20. Where there is a contractual merger and the contractor under a new or varied GMS contract does not enter into new written arrangements under the Scheme before the last day of the quarter during which the new or varied GMS contract commenced, entitlement to any Health Check Completion Payments arising under the original contracts will be assessed, on the basis that those contracts are treated as having terminated, in accordance with the provisions of this Section relating to contracts that terminate as set out in paragraph [9.15 to 9.17].

9.21. Where the contractor under a new or varied GMS contract subsequently enters into arrangements in respect of a Learning Disabilities Health Check Scheme during the quarter period in which the new or varied GMS contract commenced, the entitlement of the contractor under such arrangements to a Health Check Completion Payment will be calculated on the basis that—

- (a) any previous Registers if retained by the contractor under a new or varied GMS contract is to be the new agreed Register; and
 - (b) any additional names to, or removal of names from, the Register in a quarter period for the remaining financial year must be made in accordance with paragraph 9.7 or 9.8,
- and in such circumstances, the Board must pay the contractor under the new or varied GMS contract a Health Check Completion Payment in respect of the each quarter an amount calculated in accordance with paragraph 9.3 and 9.4 and the requirements in paragraphs 9.6 and 9.7 apply.

9.22. [No more than one payment is to be made to the contractor in respect of any individual patient irrespective of the number of compliant health checks undertaken by the contractor in respect of that patient during the financial year in which the contract or arrangements subsists.]

9.23. The Board is not obliged to make payment in respect of any compliant health check undertaken by the contractor in respect of any patient if payment has already been made or is payable to one of the contractors whose contracts are subject to the merger in respect of a compliant health check undertaken in respect of that patient.

Provisions relating to contractors whose practices split

9.24. Section 9.25 to 9.30 apply where a GMS contractor splits (“a contractual split”), and as a result the contractor’s patient list is divided between two or more GMS contractors, resulting in either new GMS contracts or varied GMS contracts or a combination of both.

9.25. The GMS contract of the contractor that splits must be treated as having terminated and the entitlement of the contractor that so terminates to a Health Check Completion Payments will be assessed in accordance with the provisions of paragraphs 9.15 to 9.17 on the basis that the arrangements agreed under the contract ceases to be provided at the time the contract is treated as having terminated.

9.26. Where the contractor under a new or varied GMS contract subsequently enters into arrangements in respect of a Learning Disabilities Health Check Scheme during the quarter period in which the new or varied GMS contract commenced, the entitlement of the contractor under such arrangements to a Health Check Completion Payment will be calculated on the basis that—

- (a) any previous Registers if retained by the contractor under a new or varied GMS contract is to be the new agreed Register; and
- (b) any additional names to, or removal of names from, the Register in a quarter period for the remaining financial year must be made in accordance with paragraph 9.7 or 9.8,

and in such circumstances, the Board must pay the contractor under the new or varied GMS contract a Health Check Completion Payment in respect of the each quarter an amount calculated in accordance with paragraph 9.3 and 9.4 and the requirements in paragraphs 9.6 and 9.7 apply.

9.27. The Board is not obliged to make payment in respect of any compliant health check undertaken by the contractor in respect of any patient if payment has already been made or is payable to one of the contractors whose contracts are subject to the merger in respect of a compliant health check undertaken in respect of that patient.

9.28. Where a contractor under any new or varied GMS contract subsequently enters into arrangements in respect of a Learning Disabilities Health Check Scheme after the last day of the quarter during which the new or varied GMS contract commenced, the entitlement of the contractor under such arrangements to a Health Check Completion Payment, will be calculated on the basis of the number of compliant health checks undertaken by the contractor during the quarter period in which the date of the new or varied GMS contract commenced and the Board must pay the contractor an amount calculated in accordance with paragraph 9.3 and 9.4 and paragraphs 9.7 and 9.8 apply in respect of that quarter.

9.29. [No more than one payment is to be made to the contractor in respect of any individual patient irrespective of the number of compliant health checks undertaken by the contractor in respect of that patient during the financial year in which the contract or arrangements subsists.]

9.30. The Board is not obliged to make payment in respect of any compliant health check undertaken in respect of any patient if payment has already been made or is payable to the previous contract in respect of a compliant health check undertaken in respect of that patient during the financial year.]

Provisions relating to non-standard splits and mergers

9.31. Where the GMS contract of a contractor who has entered into Learning Disabilities Health Check arrangements with the Board is subject to a split or a merger and—

- (a) the application of the provisions set out in this Section in respect of splits or mergers would, in the reasonable opinion of the Board, lead to an inequitable result; or
- (b) the circumstances of the split or merger are such that the provision set out in this Section cannot be applied,

the Board may, in consultation with the contractor or contractors concerned, agree to such payments as, in the Board’s opinion, are reasonable in all the circumstances.

Section 10 - PATIENT PARTICIPATION SCHEME

10.1. Direction 3(1)(h) of the DES Directions requires the Board to establish, operate and, as appropriate, revise a Patient Participation Scheme. This Section applies to arrangements entered into in accordance with the Patient Participation Scheme provided for in directions 3(1)(h) and (2) and 11 of the DES Directions in respect of the financial year or any part of that year.

In this section “financial year” means the period commencing on 1st April 2012 and ending on 31st March 2014.

10.2. [PAYMENT MECHANISM UNDER REVIEW]

SECTION 11: CHILDHOOD IMMUNISATIONS

General: Childhood vaccines and immunisations

11.1. Childhood vaccines and immunisations are classified as Additional Services. If the contractor is providing these additional services, the Board must seek to agree a Childhood Immunisation Scheme. As part of the Childhood Immunisation Scheme, the Childhood Immunisation Scheme plan as specified in direction 7(2)(a) to (g) of the DES Directions forms part of the contractor’s GMS contract. This Section sets out the mechanism under which the payments will be payable only in respect of that part of the Childhood Immunisation Scheme referred to in direction 6 of the DES Directions. Contractors which provide childhood vaccines and immunisations as part of additional services under a GMS contract are required to provide all vaccines and immunisations in the circumstances which are set out in Annex I.

Childhood Immunisation Scheme plans

11.2. Paragraphs 11.3 to 11.24 set out the payment mechanism in respect of Childhood Immunisation plans.

Target payments in respect of two-year-olds

11.3. The Board must pay to a contractor under its GMS contract a Quarterly Two-Year-Olds Immunisation Payment (“Quarterly TYOIP”) if it qualifies for that payment. A contractor qualifies for that payment if, on the first day of a quarter –

- (a) the contractor has, as part of its GMS contract, a Childhood Immunisations Scheme plan which has been agreed with its PCT; and
- (b) subject to **paragraph 11.4** as regards the cohort of children, established on that day, who are registered with the contractor and who are aged two (i.e. who have passed their second birthday but not yet their third), by the end of that quarter at least 70%, for the lower payment, or at least 90%, for the higher payment, have completed the recommended immunisation courses (i.e. those that have been recommended nationally and by the World Health Organisation) for protection against –
 - (i) diphtheria, tetanus, poliomyelitis, pertussis and Haemophilus influenza type B (HiB),
 - (ii) measles/mumps/rubella; and
 - (iii) Meningitis C.

11.4. In establishing whether the required percentage of the cohort of children referred to in **paragraph 11.3** have completed the recommended immunisation courses referred to in that paragraph, the Board is not required to determine whether any of that cohort have received the Hib/MenC booster recommended, for administration around the age of 12 months or the Rotavirus vaccine recommended in the provisions set out in Annex I]. The administration of that Hib/MenC booster vaccine or Rotavirus vaccine is not a requirement for payment under this Section.

Calculation of Quarterly Two-Year-Olds Immunisation Payment

11.5. The Board will first need to determine the number of completed immunisation courses that are required over the three disease groups in **paragraph 11.3 (b)** in order to meet either the 70% or 90% target. To do this the contractor will need to provide the Board with the number of two-year-olds (A) whom it is under a contractual obligation to include in its Childhood Immunisations Scheme Register on the first day of the quarter in respect of which the contractor is seeking payment (this is the cohort of children in respect of whom the calculation is to be made), and then the PCT must make the following calculations –

- (a) $(0.7 \times A \times 4) = B^1$ (the number of completed immunisation courses needed to meet the 70% target); and
- (b) $(0.9 \times A \times 4) = B^2$ (the number of completed immunisation courses needed to meet the 90% target).

11.6. The Board will then need to calculate which, if any, target was achieved. To do this, the Board will also need from the contractor the number of children in the cohort of children in respect of whom the calculation is to be made who, by the end of the quarter to which the calculation relates, have completed immunisation courses in each of the three disease groups (C1 + C2 + C3). In this section, C1 is the number of children in the cohort who have completed the immunisation course in respect of the diseases referred to in paragraph 11.3(b)(ii); C2 is the number of children in the cohort who have completed the immunisation course in respect of the diseases referred to in paragraph 11.3(b)(ii) and C3 is the number of children in the cohort who have completed the immunisation course in respect of the diseases referred to in **paragraph 11.3(b)(iii)**. Only completed immunisation courses (whether or not carried out by the contractor) are to count towards the determination of whether or not the targets are achieved. No adjustment is to be made for exception reporting. A calculation (which provides for an additional weighting factor of 2 to be given to immunisation courses in respect of the diseases referred to in paragraph 11.3(b)(i)) is then to be made of whether or not the targets are achieved –

- (a) if $(C1 \times 2) + C2 + C3 \geq B^1$, then the 70% target is achieved; and
- (b) if $(C1 \times 2) + C2 + C3 \geq B^2$, then the 90% target is achieved.

11.7. Next the Board will need to calculate the number of the completed immunisation courses, notified under **paragraph 11.13(b)(ii)**, that the contractor can use to count towards achievement of the targets (D). To do this, the contractor will need to provide the Board with a breakdown of how many immunisation courses in each disease group were completed before the end of the quarter to which the calculation relates by a completing immunisation administered, within the National Health Service (and not necessarily during the quarter to which the calculation relates), by

- (a) the Contractor;
- (b) another GMS contractor as part of primary medical services to a patient who was at that time registered with that contractor (where the term “GMS contractor” includes a contractor providing services under section 84 of the 2006 Act, a contractor providing services under section 17J of the National Health Services (Scotland) Act 1978 or a contractor providing services under Article 57 of the Health and Personal Social Services (Northern Ireland) Order 1972);
- (c) a PMS contractor as part of primary medical services to a patient who was at that time registered with that contractor (where the term “PMS Contractor” includes a contractor providing services under section 92 of the 2006 Act, a contractor providing services under section 17C of the National Health Services (Scotland) Act 1978 or a contractor providing services under Article 15B of the Health and Personal Social Services (Northern Ireland) Order 1972); and
- (d) an Alternative Provider Medical Services contractor (“APMS contractor”) as part of primary medical services to a patient who was at that time registered with that contractor (where the term “APMS contractor” includes a contractor providing services under arrangements made under section 83(2) of the 2006 Act, a contractor providing services under arrangements made under section 2C(2) of the National Health Services (Scotland)

Act 1978 or a contractor providing services under arrangements made under Article 56(2)(b) of the Health and Personal Social Services (Northern Ireland) Order 1972).

11.8. For the purpose of **paragraph 11.7 and paragraph 11.9**, an immunisation course is considered as being completed when the final immunisation needed to complete the immunisation course (“the completing immunisation”) is administered.

11.9. Once the Board has that information, (D) is to be calculated as follows –

$$\begin{aligned} & C1 \times 2 \text{ minus } E1 \times 2 \\ & + C2 \text{ minus } E2 \\ & + C3 \text{ minus } E3 \\ & = D \end{aligned}$$

For these purposes –

- (a) (E^X) is the number of completed immunisation courses in each disease group where the completing immunisation was carried out other than by a contractor or practice of a type specified in, and under the circumstances specified in, any of the paragraphs 11.7(a) to (e) (e.g. for the diseases referred to in **paragraph 11.3(b)(i)**, E1);
- (b) (C^X) is the number of children in the cohort of children in respect of whom the calculation is to be made who have completed the immunisation course in respect of a particular disease group (e.g. for the diseases referred to in paragraph 11.3(b)(i), (C1);
- (c) in the case of the disease group referred to in paragraph 11.3(b)(i), the value of $(C1 \times 2) - (E1 \times 2)$ can never be greater than $(A \times 2) \times 0.7$ or 0.9 (depending on which target achieved); where it is, it is treated as the result of: $A \times 0.7$ or, as the case may be, 0.9 .

11.10. The maximum amounts payable to a contractor will depend on the number of children aged two whom it is under a contractual obligation to include in its Childhood Immunisations Scheme Register on the first day of each quarter compared with the average UK number of such children per 5000 population, which is 63. The maximum amounts payable to the contractor (F) are therefore to be calculated as follows –

- (a) where the 70% target is achieved: $(F^1) = \frac{A}{63} \times \text{£}722.61$; or [to correct fractions]
- (b) where the 90% target is achieved: $(F^2) = \frac{A}{63} \times \text{£}2,167.82$

11.11. The Quarterly TYOIP payable to the contractor is thereafter calculated as a proportion of the maximum amounts payable as follows –

$$F^1 \text{ or } F^2 \times \frac{D}{B^1 \text{ or } B^2} = \text{Quarterly TYOIP}$$

11.12. The amount payable as a Quarterly TYOIP is to fall due on the last day of the quarter after the quarter in respect of which the contractor is seeking payment (i.e. at the end of the quarter after the last quarter in which immunisations were carried out that could count towards the targets). However, if the contractor delays providing the information the Board needs to calculate its Quarterly TYOIP beyond the Board’s cut-off date for calculating quarterly payments, the amount is to fall due at the end of the next quarter (that is, just under nine months after the cohort was established). No Quarterly TYOIP is payable if the contractor provides the necessary information more than four months after the final date for immunisations which could count towards the payment. The following table summarises the timetable in accordance with which TYOIPs will be made, unless the information the Board needs to calculate the payment is supplied late.

Conditions attached to Quarterly Two-Year-Olds Immunisation Payments

11.13. Quarterly TYOIPs, or any part thereof, are only payable if the contractor satisfies the following conditions –

- (a) the contractor must meet its obligations under its Childhood Immunisations Scheme plan;
- (b) the contractor must make available to the Board sufficient information to enable it to calculate the contractor's Quarterly TYOIP. In particular, the contractor must supply the following figures—
 - (i) the number of two-year-olds whom it is under a contractual obligation to include in its Childhood Immunisations Scheme Register on the first day of the quarter in respect of which a payment is claimed;
 - (ii) how many of those two-year-olds have completed each of the recommended immunisation courses (i.e. that have been recommended nationally and by the World Health Organisation) for protection against the disease groups referred to in paragraph 11.3(b) by the end of the quarter in respect of which a payment is claimed; and
 - (iii) of those completed immunisation courses, how many were carried out by a contractor or practice of a type specified in, and under the circumstances specified in, any of the paragraphs 11.7(a) to (e); and
- (c) all information supplied pursuant to or in accordance with this paragraph must be accurate.

11.14. If the contractor breaches any of these conditions, the Board may, in appropriate circumstances, withhold payment of all or part of a Quarterly TYOIP that is otherwise payable.

Target payments in respect of five-year-olds

11.15. The Board must pay to a contractor under its GMS contract a Quarterly Five-Year-Olds Immunisation Payment (“Quarterly FYOIP”) if it qualifies for that payment. A contractor qualifies for that payment if, on the first day of a quarter –

- (a) the contractor has, as part of its GMS contract, a Childhood Immunisations Scheme plan which has been agreed with the Board; and
- (b) as regards the cohort of children, established on that day, who are registered with the contractor and who are aged five (i.e. who have passed their fifth birthday but not yet their sixth), by the end of that quarter at least 70%, for the lower payment, or at least 90%, for the higher payment, have received all the recommended reinforcing doses (i.e. those that have been recommended nationally and by the World Health Organisation) for protection against diphtheria, tetanus, pertussis and poliomyelitis.

Calculation of Quarterly Five-Year-Olds Immunisation Payments

11.16. The Board will first need to determine the number of completed immunisation courses that are required over the three disease groups in paragraph 11.3(b) in order to meet either the 70% or 90% target. To do this the contractor will need to provide the Board with the number of five-year-olds (A) whom it is under a contractual obligation to include in its Childhood Immunisations Scheme Register on the first day of the quarter in respect of which the contractor is seeking payment (this is the cohort of children in respect of whom the calculation is to be made), and then the Board must make the following calculations –

- (a) $(0.7 \times A) = B^1$ (the number of completed booster courses needed to meet the 70% target); and
- (b) $(0.9 \times A) = B^2$ (the number of completed booster courses needed to meet the 90% target).

11.17. The Board will then need to calculate which, if any, target was achieved. To do this, the Board will also need from the contractor the number of children in the cohort of children in respect of whom the calculation is to be made who, by the end of the quarter to which the calculation relates, have completed the booster courses required (C). Only completed booster courses (whether or not carried out by the contractor) are to count towards the determination of whether or not the targets are achieved. No adjustment is to be made for exception reporting. A calculation is then to be made of whether or not the targets are achieved –

- (a) if $C \geq B^1$, then the 70% target is achieved, and
- (b) if $C \geq B^2$, then the 90% target is achieved.

11.18. Next the Board will need to calculate the number of the completed courses, notified under paragraph **11.23(b)(ii)**, that the contractor can use to count towards achievement of the targets (D) the initial value of which is (C) minus the number of children whose completed courses were not carried out by a contractor or practice of a type specified in, or under the circumstances specified in, any of the paragraphs (a) to (e) below. To do this, the contractor will need to provide the Board with a breakdown of how many of the completed courses were carried out before the end of the quarter to which the calculation relates by a completing course administered, within the National Health Service (and not necessarily during the quarter to which the calculation relates), by—

- (a) the Contractor;
- (b) another GMS contractor as part of primary medical services to a patient who was at that time registered with that contractor (where the term “GMS contractor” includes a contractor providing services under section 84 of the 2006 Act, a contractor providing services under section 17J of the National Health Services (Scotland) Act 1978 or a contractor providing services under Article 57 of the Health and Personal Social Services (Northern Ireland) Order 1972);
- (c) a PMS contractor as part of primary medical services to a patient who was at that time registered with that contractor (where the term “PMS Contractor” includes a contractor providing services under section 92 of the 2006 Act, a contractor providing services under section 17C of the National Health Services (Scotland) Act 1978 or a contractor providing services under Article 15B of the Health and Personal Social Services (Northern Ireland) Order 1972); and
- (d) an Alternative Provider Medical Services contractor (“APMS contractor”) as part of primary medical services to a patient who was at that time registered with that contractor (where the term “APMS contractor” includes a contractor providing services under arrangements made under section 83(2) of the 2006 Act, a contractor providing services under arrangements made under section 2C(2) of the National Health Services (Scotland) Act 1978 or a contractor providing services under arrangements made under Article 56(2)(b) of the Health and Personal Social Services (Northern Ireland) Order 1972).

11.19. If $D > B^1$ or B^2 (depending on the target achieved), then D is adjusted to equal the value of (B^1) or (B^2) as appropriate.

11.20. The maximum amounts payable to a contractor will depend on the number of children aged five whom it is under a contractual obligation to include in its Childhood Immunisations Scheme Register on the first day of each quarter compared with the average UK number of such children per 5000 population, which is 58. The maximum amounts payable to the contractor (E) are therefore to be calculated as follows –

- (a) where the 70% target is achieved: $E^1 = \frac{A}{58} \times \text{£}223.82$; or
- (b) where the 90% target is achieved: $E^2 = \frac{A}{58} \times \text{£}671.48$

11.21. The Quarterly FYOIP payable to the contractor is thereafter calculated as a proportion of the maximum amounts payable as follows—

$$E^1 \text{ or } E^2 \times \frac{D}{B^1 \text{ or } B^2} = \text{Quarterly FYOIP}$$

11.22. The amount payable as a Quarterly FYOIP is to fall due on the last day of the quarter after the quarter in respect of which the contractor is seeking payment (i.e. at the end of the quarter after the last quarter in which completed courses were carried out that could count towards the targets). However, if the contractor delays providing the information the Board needs to calculate its Quarterly FYOIP beyond the Board’s cut-off date for calculating quarterly payments, the amount is to fall due at the end of the next quarter (that is, just under nine months after the cohort

was established). No Quarterly FYOIP is payable if the contractor provides the necessary information more than four months after the final date for immunisations which could count towards the payment.

Conditions attached to Quarterly Five-Year-Olds Immunisation Payments

11.23. Quarterly FYOIPs, or any part thereof, are only payable if the contractor satisfies the following conditions—

- (a) the contractor must meet its obligations under its Childhood Immunisations Scheme plan;
- (b) the contractor must make available to the Board sufficient information to enable the Board to calculate the contractor's Quarterly FYOIP. In particular, the contractor must supply the following figures—
 - (i) the number of five-year-olds whom it is under a contractual obligation to include in its Childhood Immunisations Scheme Register on the first day of each quarter in respect of which a payment is claimed;
 - (ii) how many of those five-year-olds have received the complete course of recommended reinforcing doses (i.e. that have been recommended nationally and by the World Health Organisation) for protection against the diphtheria, tetanus, pertussis and poliomyelitis by the end of the quarter in respect of which a payment is claimed; and
 - (iii) of those completed courses, how many were carried out by a contractor or practice of a type specified in, and under the circumstances specified in, any of the paragraphs 11.18(a) to (e); and
- (c) all information supplied pursuant to or in accordance with this paragraph must be accurate.

11.24. If the contractor breaches any of these conditions, the Board may, in appropriate circumstances, withhold payment of all or part of a Quarterly FYOIP that is otherwise payable.

PART 4

PAYMENTS FOR SPECIFIC PURPOSES

Section 12: ROTAVIRUS VACCINE

General [not to come into force until 1 September 2013 see commencement provision]

12.1. Section 12 makes provision in respect of payments to be made in respect of the administration by a contractor, which is contracted to provide the childhood vaccines and immunisations (which are classified as Additional Services) in respect of the rotavirus vaccine which is to be given as part of the routine childhood immunisation schedule (see Annex I).

12.2. References in Section 12 to the age of a child expressed in months are references to calendar months. Where a reference is made to a vaccine being administered at or around a certain age, this is an indication of the recommended schedule for administration of the vaccine (a). The specific timing of the administration of the vaccine, which should be within the parameters of the recommended schedule, is a matter for the clinical judgement of the relevant health care professional.

(a) See "Immunisation against infectious diseases – The Green Book".

Payment for administration of rotavirus vaccine

12.3. The Board must pay a contractor who qualifies for the payment, a payment of £7.63 in each of each child registered with the contractor who receives a completed course of immunisation (as set out below) as part of their routine childhood immunisation schedule.

12.4. A payment is to be made only where the course of immunisation is complete and where the contractor has administered the second and final vaccine in accordance with the Table—

When to immunise	How vaccine is given
2 months	One oral dose
3 or 4 months	One oral dose

12.5. Where the vaccine status of the child is incomplete and the contractor—

- (a) vaccinates the child by giving the final completing dose at least one month following the administration of the first dose; and
- (b) the second dose of the vaccine is given to the child before that child reaches the age of six months,

the Board must pay a contractor in accordance with paragraph 12.2.

12.6. [this paragraph is under review – subject to advice from the Joint Committee of Vaccination and Immunisation Where the vaccine status of a child is unknown, no vaccine should be given].

Eligibility for payment

12.7. A contractor is only eligible for a payment under Section 12 in circumstances where the following conditions are met—

- (a) the contractor is contracted to provide the childhood vaccines and immunisations as part of Additional Services;
- (b) the child in respect of whom the payment is claimed was on the contractor’s list of registered patients at the time the final completing course of the vaccine was administered;
- (c) the contractor administers the final completing course of the vaccine to the child in respect of whom the payment is claimed;
- (d) the contractor does not receive any payment from any other source in respect of the vaccine (if the contractor does receive any such payment in respect of any child from any other source, the Board must give serious consideration to recovering any payment made under this Section in respect of that patient pursuant to paragraph [26.1(a) (overpayments and withheld amounts)]); and
- (e) the contractor submits the claim within 6 months of administering the final completing course of the vaccine.

Claims for payment

12.8. The contractor is to submit claims in respect of the final completing course of the vaccine after they have been administered at a frequency to be agreed between the Board and the contractor (which must be a frequency which provides for the claim to be submitted within 6 months of administering the final completing vaccination), or if agreement cannot be reached, within 14 days of the end of the month during which the final completing course of the vaccine

was administered. Any amount payable falls due on the next date, following the expiry of 14 days after the claim is submitted, when the contractor's Payable GSMP falls due.

12.9. The Board must ensure that the receipt and payment in respect of any claims are properly recorded and that each such claim has a clear audit trail

Conditions attached to payment

12.10. A payment under the provisions of this Section is only payable if the contractor satisfies the following conditions—

- (a) the contractor must supply the Board with the following information in respect of each child for which a payment is claimed—
 - (i) the name of the child;
 - (ii) the date of birth of the child;
 - (iii) the NHS number, where known, of the child;
 - (iv) subject to paragraph (v) below, confirmation that the child has received two doses of the rotavirus vaccine in accordance with the table at paragraph 12.3;
 - (v) if the claim is made in the circumstances set out in paragraph 12.4, confirmation that all required vaccines have been administered; and
 - (vi) the date of the final completing course of the vaccine, which must have been administered by the contractor,
 - (vii) but where a parent or carer objects to details of the child's name or date of birth being supplied to the Board, the contractor need not supply such information to the Board but must supply the child's NHS number;
- (b) the contractor must provide appropriate information and advice to the parent or carer of the child;
- (c) the contractor must record in the child's records, kept in accordance with paragraph 73 of Schedule 6 to the 2004 Regulations, any refusal of an offer of the rotavirus vaccine;
- (d) where the rotavirus vaccine is administered, the contractor must record in the child's records, kept in accordance with paragraph 73 of Schedule 6 to the 2004 Regulations, those matters set out in paragraph 5(2)(d) of Schedule 2 to the 2004 Regulations;
- (e) the contractor must ensure that any health care professional who performs any clinical service in connection with the administration of the vaccine has such clinical experience and training as are necessary to enable him to properly perform such services and that such health care professionals are trained in the recognition and initial treatment of anaphylaxis;
- (f) the contract must make available to the Board any information which the Board does not have but needs, and the contractor either has or could be reasonably expected to obtain, in order to form its opinion on whether the contractor is eligible for payment under the provisions of this Section;
- (g) the contractor must make any returns required of it (whether computerised or otherwise) to the Exeter Registration System, and do so promptly and fully; and
- (h) all information provided pursuant to or in accordance with this paragraph must be accurate.

12.11. If the contractor breaches any of these conditions, the Board may, in appropriate circumstances, withhold payment of any, or any part of, the payment due under this Section.

Section 13: PNEUMOCOCCAL VACCINE AND HIB/MENC BOOSTER VACCINE

General

13.1. Section 13 make provision in respect of payments to be made in respect of the administration by a contractor, which is contracted to provide childhood vaccines and immunisations as part of Additional Services (such vaccines are classified as an Additional Service), of the pneumococcal conjugate vaccine (PCV) and the combined Hib and Men C booster vaccine (Hib/MenC) as part of the routine childhood immunisation schedule and in certain non-routine cases.

13.2. References in Section 13 to the age of a child expressed in months are references to calendar months. Where reference is made to a vaccine being administered at or around a certain age, this is an indication of the recommended schedule for administration of the vaccine contained Immunisation against Infectious Diseases – The Green Book which is published by the Department of Health. The specific timing of the administration of the vaccine, which should be within the parameters of the recommended schedule, is a matter for the clinical judgement of the relevant health care professional.

Payment for administration of PCV vaccine and Hib/MenC vaccine as part of the routine childhood immunisation schedule

13.3. The Board must pay to a contractor who qualifies for the payment, a payment of £15.02 in respect of each child registered with the contractor—

- (a) who has received, as part of their routine childhood immunisation schedule, all four of the vaccine set out in the table at paragraph 13.5, namely the series of three PCV vaccines to be administered at two months, four months and around 13 months, and the Hib/MenC booster vaccination which is to be administered at around 12 months; and
- (b) in respect of whom the contractor administered the final completing course of the vaccine.

13.4. For the purpose of paragraph 13.3(b), the final completing course of the vaccine means the third in the series of three PCV vaccines which is scheduled, in the table at paragraph 13.5, to be administered at around 13 months.

13.5. The table below sets out the schedule for the administration of the PCV and the Hib/MenC vaccines as part of the routine childhood immunisation schedule.

<i>When to immunize</i>	<i>What is given</i>	<i>How vaccine is given</i>
Two months old	Pneumococcal (PCV)	One injection
Four months old	Pneumococcal (PCV)	One injection
Around 12 months	Haemophilus influenzae type B, Meningitis C (Hib/MenC)	One injection
Around 13 months	Pneumococcal (PCV)	One injection

Payment for administration of PCV vaccine other than as part of the routine childhood immunisation schedule

13.6. The Board must pay to a contractor who qualifies for the payment, a payment of £15.02 in respect of each child registered with the contractor who has received the PCV vaccine in any of the circumstances set out in paragraphs 13.8 to 13.14 and in respect of whom the contractor administered the final completing course of the vaccine.

Children at increased risk of pneumococcal infection

13.7. The table below sets out what are, for the purposes of this Section the specific pneumococcal clinical risk groups for children.

<i>Clinical risk group</i>	<i>Examples (decision based on clinical judgement)</i>
Asplenia or dysfunction of the spleen	This includes conditions such as homozygous sickle cell disease and coeliac syndrome that may lead to splenic dysfunction
Chronic respiratory disease	This includes chronic obstructive pulmonary disease (COPD), including chronic bronchitis and emphysema; and such conditions as bronchiectasis, cystic fibrosis, interstitial lung fibrosis, pneumoconiosis and bronchopulmonary dysplasia (BPD). Children with respiratory conditions caused by aspiration, or a neuromuscular disease (e.g. cerebral palsy) with a risk of aspiration. Asthma is not an indication, unless continuous or frequently repeated use of systemic steroids (as defined in Immunosuppression below) is needed.
Chronic heart disease	This includes those requiring regular medication and/or follow-up for ischaemic heart disease, congenital heart disease, hypertension with cardiac complications, and chronic heart failure.
Chronic renal disease	This includes nephrotic syndrome, chronic renal failure, renal transplantation.
Chronic liver disease	This includes cirrhosis, biliary atresia, chronic hepatitis.
Diabetes (requiring insuline or oral hypoglycaemic drugs)	This includes type I diabetetes requiring insulin or type 2 diabetes requiring oral hypoglycaemic drugs. It does not include diabetes that is diet controlled.
Immunosuppression	Due to disease or treatment, including asplenia or splenic dysfunction and HIV infection at all stages. Patients undergoing chemotherapy leading to immunosuppression. Individuals treated with or likely to be treated with systemic steroids for more than a month at a dose equivalent to prednisolone 20mg or more per day (any age), or for children under 20Kg a does of $\geq 1\text{mg/kg/day}$. Some immunocompromised patients may have a suboptimal immunological response to the vaccine.
Individuals with cochlear implants	It is important that immunisation does not delay the cochlear implantation. Where possible, pneumococcal vaccine should be completed at least 2 weeks prior to surgery to allow a protective immune response to develop. In some cases, it will not be possible to complete the course prior to surgery. In this instance, the course should be started at any time prior to or following surgery and completed according to the immunisation schedule.
Individuals with Cerebrospinal fluid leaks	This includes leakage of cerebrospinal fluid such as following trauma or major skull surgery.

13.8. Where a child who is in any of the pneumococcal clinical risk groups set out in the table in paragraph 13.7 presents late for a vaccination (that is, not in accordance with the routine schedule set out in paragraph 13.5), and–

- (a) consequently cannot receive, and has not received the four vaccines referred to in paragraph 13.3(a) in accordance with the routine schedule set out in the table in paragraph 13.5; but
- (b) who nevertheless still presents in time to enable him to receive, and did receive two doses of PCV before the age of 12 months, the Hib/MenC booster at around the age of 12 months and a third dose of PCV at around the age of 13 months,

the Board must pay to the contractor administering the final completing course of the vaccine a payment of £15.02 in respect of that child. The third dose of PCV is considered the final completing course of the vaccine for this purpose.

13.9. Where a child over the age of 12 months but under the age of 5 years and who is in any of the clinical risk groups set out in the table in paragraph 13.7 presents late for vaccine (that is, not in accordance with the routine schedule set out in paragraph 13.5), and

- (a) consequently cannot receive, and has not received, two doses of PCV before the age of 12 months, the Hib/MenC booster at around the age of 12 months and a third dose of PCV at around the age of 13 months; but
- (b) nevertheless receives either a single dose of PCV or, if he has asplenia, splenic dysfunction or is immunocompromised, two doses of PCV, the second of which is administered two months after the first dose,

the Board must pay to the contractor administering the final completing course of the vaccine a payment of £15.02 in respect of that child. The single dose of PCV or, in the case of a child where a second dose of PCV is required, the second dose of PCV is considered the final completing course of the vaccine for this purpose.

Children over the age of 13 months but under the age of 5 years who have previously had invasive pneumococcal disease

13.10. Where a child who is over the age of 13 months but under the age of 5 years and who has previously had invasive pneumococcal disease receives a single dose of PCV in accordance with the recommendation contained in Immunisation against infectious diseases – The Green Book, the Board must pay to the contractor administering the final completing course of the vaccine a payment of £15.02 in respect of that child unless a payment is otherwise payable for that same final completing course of the vaccine under paragraph 13.9 or 13.14. The single dose of PCV is considered the final completing course of the vaccine for this purpose.

Children with an unknown or incomplete immunisation status

13.11. Where a child who has an unknown or incomplete immunisation status receives vaccines sufficient to ensure that he has received two doses of PCV before the age of 12 months, the Hib/MenC booster at around the age of 12 months and a third dose of PCV at around the age of 13 months, the Board must pay to the contractor administering the final completing course of the vaccine a payment of £15.02 in respect of that child. The third dose of PCV is considered the final completing course of the vaccine for this purpose.

13.12. Where a child who has an unknown or incomplete immunisation status and is too old to be able to receive two doses of PCV before the age of 12 months, the Hib/MenC booster at around the age of 12 months and a third dose of PCV at around the age of 13 months, receives a single dose of PCV prior to the age of 24 months, the Board must pay to the contractor who administers the final completing course of the vaccine a payment of £15.02 in respect of that child. The single dose of PCV is considered the final completing course of the vaccine for this purpose.

Eligibility for payment

13.13. A contractor is only eligible for a payment under this Section in circumstances where the following conditions are met—

- (a) the contractor is contracted to provide the childhood vaccines and immunisations as part of Additional Services;
- (b) the child in respect of whom the payment is claimed was on the contractor's list of registered patients at the time the final completing course of the vaccine was administered;
- (c) the contractor administers the final completing course of the vaccine to the child in respect of whom the payment is claimed;
- (d) subject to sub-paragraph (e), the child in respect of whom the payment is claimed is aged around 13 months when the final completing course of the vaccine is administered;

- (e) in the case of payments in respect of the vaccines administered in accordance with paragraphs 13.9 or 13.10, the child must be under the age of 5 years when the final completing course of the vaccine is administered and in the case of the vaccines administered in accordance with paragraph 13.14, the child must be under the age 2 years when the final completing course of the vaccine is administered;
- (f) the contractor does not receive any payment from any other source in respect of any of the series of three PCV vaccines and the Hib/MenC booster vaccine set out in the table at paragraph 12.5 or in respect of any vaccine administered under any of the circumstances set out in paragraphs 12.8 to 12.14 of this Section (if the contractor does receive any such payment in respect of any child from any other source, the Board must give serious consideration to recovering any payment made under this Section in respect of that child pursuant to paragraph 25.1(a) (overpayments and withheld amounts); and
- (g) the contractor submits the claim within 6 months of administering the final completing course of the vaccine.

13.14. The Board may specify a requirement that the contractor submit the claim within 6 months of administering the final completing course of the vaccine if it considers it is reasonable to do so.

13.15. The contractor is not entitled to payment of more than £15.02 in respect of any child under this Section, other than where –

- (a) the contractor claims for payment for a final completing course of the vaccine administered under the circumstances set out in paragraph 13.10; and
- (b) by virtue of that paragraph, the contractor is entitled to a payment under that paragraph, irrespective of any previous payment made in respect of that child under the provisions of this Section.

Claims for payment

13.16. The contractor is to submit claims in respect of the final completing course of the vaccine after they have been administered at a frequency to be agreed between the Board and the contractor (which must be a frequency which provides for the claim to be submitted within 6 months of administering the final completing vaccination), or if agreement cannot be reached, within 14 days of the end of the month during which the final completing course of the vaccine was administered. Any amount payable falls due on the next date, following the expiry of 14 days after the claim is submitted, when the contractor's Payable GSMP falls due.

13.17. The Board must ensure that the receipt and payment in respect of any claims are properly recorded and that each such claim has a clear audit trail.

Conditions attached to payment

13.18. A payment under the provisions of this Section is only payable if the contractor satisfies the following conditions—

- (a) the contractor must supply the Board with the following information in respect of each child for which a payment is claimed—
 - (i) the name of the child;
 - (ii) the date of birth of the child;
 - (iii) the NHS number, where known, of the child;
 - (iv) subject to paragraph (v) below, confirmation that the child has received three doses of PCV and one dose of Hib/MenC in accordance with the table at paragraph 13.5;
 - (v) if the claim is made in the circumstances set out in paragraph 13.9, 13.10 or 13.14, confirmation that all required vaccines have been administered; and
 - (vi) the date of the final completing course of the vaccine, which must have been administered by the contractor,

but where a parent or carer objects to details of the child's name or date of birth being supplied to the Board, the contractor need not supply such information to the Board but must supply the child's NHS number;

- (b) the contractor must provide appropriate information and advice to the parent or carer of the child, and where appropriate, also to the child, about pneumococcal vaccine and the Hib/MenC booster vaccine;
- (c) the contractor must record in the child's records, kept in accordance with paragraph 73 of Schedule 6 to the 2004 Regulations, any refusal of an offer of a pneumococcal vaccine or a Hib/MenC booster vaccine;
- (d) where a pneumococcal vaccine or a Hib/MenC booster vaccine is administered, the contractor must record in the child's records, kept in accordance with paragraph 73 of Schedule 6 to the 2004 Regulations, those matters set out in paragraph 5(2)(d) of Schedule 2 to the 2004 Regulations;
- (e) the contractor must ensure that any health care professional who performs any clinical service in connection with the administration of the vaccine has such clinical experience and training as are necessary to enable him to properly perform such services and that such health care professionals are trained in the recognition and initial treatment of anaphylaxis;
- (f) the contract must make available to the Board any information which the Board does not have but needs, and the contractor either has or could be reasonably expected to obtain, in order to form its opinion on whether the contractor is eligible for payment under the provisions of this Section;
- (g) the contractor must make any returns required of it (whether computerised or otherwise) to the Exeter Registration System, and do so promptly and fully; and
- (h) all information provided pursuant to or in accordance with this paragraph must be accurate.

13.19. If the contractor breaches any of these conditions, the Board may, in appropriate circumstances, withhold payment of any, or any part of, the payment due under this Section.

Section 14: SHINGLES IMMUNISATION PROGRAMME

General

14.1. Vaccines and immunisations are classified as an Additional Service. Section 14 makes provision in respect of payments to be made in respect of the administration by a contractor to provide the Shingles vaccines as part of the Shingles Immunisation Programme.

Payment for administration of the Shingles vaccine

14.2. The Board must pay to the contractor who qualifies for the payment, a payment of £7.63 in respect of each registered patient of the contractor who has received the Shingles vaccine during the financial year in which that patient attains the age of 70 years ("Target Age Group").

Eligibility for payment

14.3. A contractor is only eligible for a payment under this Section in circumstances where the following conditions are met—

- (a) the contractor is contracted to provide vaccine and immunisations as part of Additional Services;
- (b) the patient in respect of whom the payment is claimed was on the contractor's list of registered patients at the time of the vaccine was administered;

- (c) the contractor administers the vaccine to the patient in respect of whom the payment is claimed;
- (d) the patient in respect of whom the payment is claimed falls within the Target Age Group referred to in Section 14.2 when the vaccine is administered.
- (e) the contractor does not receive any payment from any other source in respect of the vaccine (if the contractor does receive any such payment in respect of any patient from any other source, the Board must give serious consideration to recovering any payment made under this Section in respect of that patient pursuant to paragraph [26.1(a) (overpayments and withheld amounts)]; and
- (f) the contractor submits the claim within 6 months of administering the vaccine.

14.4. The Board may set aside the requirement that the contractor submit the claim within 6 months of administering the vaccine if it considers it is reasonable to do so.

14.5. The contractor is not entitled to payment of more than £7.63 in respect of any patient under this Section, other than where the contractor claims for payment for the vaccine administered under the circumstances set out in paragraph 14.2.

Claims for payment

14.6. The contractor is to submit claims in respect of the final completing course of the vaccine after they have been administered at a frequency to be agreed between the Board and the contractor (which must be a frequency which provides for the claim to be submitted within 6 months of administering the final completing vaccination), or if agreement cannot be reached, within 14 days of the end of the month during which the final completing course of the vaccine was administered. Any amount payable falls due on the next date, following the expiry of 14 days after the claim is submitted, when the contractor's Payable GSMP falls due.

14.7. The Board must ensure that the receipt and payment in respect of any claims are properly recorded and that each such claim has a clear audit trail.

Conditions attached to payment

14.8. A payment under the provisions of this Section is only payable if the contractor satisfies the following conditions—

- (a) the contractor must supply the Board with the following information in respect of each child for which a payment is claimed—
 - (i) the name of the patient;
 - (ii) the date of birth of the patient;
 - (iii) the NHS number, where known, of the patient;
 - (iv) confirmation that the patient has received the vaccine in accordance with Section 14.2; and
 - (v) the date on which the vaccine was administered by the contractor,
 - (vi) but where the patient objects to details of that patient's name or date of birth being supplied to the Board, the contractor need not supply such information to the Board but must supply the patient's NHS number;
- (b) the contractor must provide appropriate information and advice to the patient about the vaccine and immunisation;
- (c) the contractor must record in the patient's records, kept in accordance with paragraph 73 of Schedule 6 to the 2004 Regulations, any refusal of an offer of the Shingles vaccine;
- (d) where the Shingles vaccine is administered, the contractor must record in the patients records, kept in accordance with paragraph 73 of Schedule 6 to the 2004 Regulations, those matters set out in paragraph 4(3)(e) of Schedule 2 to the 2004 Regulations;

- (e) the contractor must ensure that any health care professional who performs any clinical service in connection with the administration of the vaccine has such clinical experience and training as are necessary to enable that health care professional to properly perform such services and that such health care professionals are trained in the recognition and initial treatment of anaphylaxis;
- (f) the contractor must make available to the Board any information which the Board does not have but needs, and the contractor either has or could be reasonably expected to obtain, in order to form its opinion on whether the contractor is eligible for payment under the provisions of this Section;
- (g) the contractor must make any returns required of it (whether computerised or otherwise) to the Exeter Registration System, and do so promptly and fully; and
- (h) all information provided pursuant to or in accordance with this paragraph must be accurate.

14.9. If the contractor breaches any of these conditions, the Board may, in appropriate circumstances, withhold payment of any, or any part of, the payment due under this Section.

LOCUMS

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

General

15.1. Employees of contractors will have rights to time off for ante-natal care, maternity leave, paternity leave, adoption leave and parental leave, if they satisfy the relevant entitlement conditions under employment legislation for those types of leave. The rights of partners in partnerships to these types of leave are a matter for their partnership agreement.

15.2. If an employee or partner who takes any such leave is a performer under a GMS contract, the contractor may need to employ a locum to maintain the level of services that it normally provides. Even if the Board is not directed in this SFE to pay for such cover, it may do so as a matter of discretion. However, if—

- (a) the performer is a GP performer; and
- (b) the leave is ordinary or additional maternity, paternity leave or ordinary or additional adoption leave,

the contractor may be entitled to payment of, or a contribution towards, the costs of locum cover under this SFE.

Entitlement to payments for covering ordinary or additional maternity, paternity and ordinary or additional adoption leave

[THE PROVISIONS RELATING TO MATERNITY/PATERNITY LEAVE, PATERNITY LEAVE ARE UNDER REVIEW]

15.3. In any case where a contractor actually and necessarily engages a locum (or more than one such person) to cover for the absence of a GP performer on ordinary or additional maternity leave, paternity leave or ordinary or additional adoption leave, and—

- (a) the leave of absence is for more than one week ;
- (b) the performer on leave is entitled to that leave either under—
 - (i) statute;
 - (ii) a partnership agreement or other agreement between the partners of a partnership; or

- (iii) a contract of employment, provided that the performer on leave is entitled under their contract of employment to be paid their full salary by the contractor during their leave of absence;
- (c) the locum is not a partner or shareholder in the contractor, or already an employee of the contractor, unless the performer on leave is a job-sharer; and
- (d) the contractor is not also claiming another payment for locum cover in respect of the performer on leave pursuant to this Part,

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

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

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

Ceilings on the amounts payable

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

- (a) in respect of the first two weeks for which the Board provides reimbursement in respect of locum cover, £982.92 per week; and
- (b) in respect of any week thereafter for which the Board provides reimbursement in respect of locum cover, £1,506.15 per week.

Payment arrangements

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

Conditions attached to the amounts payable

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

- (a) if the leave of absence is maternity leave, the contractor must supply the Board with a certificate of expected confinement as used for the purposes of obtaining statutory maternity pay, or a private certificate providing comparable information;
- (b) if the leave of absence is for paternity leave, the contractor must supply the Board with a letter written by the GP performer confirming prospective fatherhood and giving the date of expected confinement;
- (c) if the leave of absence is for adoption leave, the contractor must supply the Board with a letter written by the GP performer confirming the date of the adoption and the name of the main care provider, countersigned by the appropriate adoption agency;
- (d) the contractor must, on request, provide the Board with written records demonstrating the actual cost to it of the locum cover; and
- (e) once the locum arrangements are in place, the contractor must inform the Board—
 - (i) if there is to be any change to the locum arrangements; or

- (ii) if, for any other reason, there is to be a change to the contractor's arrangements for performing the duties of the performer on leave,

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

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

Section 16: PAYMENTS FOR LOCUMS COVERING SICKNESS LEAVE

General

16.1. Employees of contractors will, if they qualify for it, be entitled to statutory sick pay for 28 weeks of absence on account of sickness in any three years. The rights of partners in partnership agreements to paid sickness leave is a matter for their partnership agreement.

16.2. If an employee or partner who takes any sickness leave is a performer under a GMS contract, the contractor may need to employ a locum to maintain the level of services that it normally provides. Even if the Board is not directed in this SFE to pay for such cover, it may do so as a matter of discretion and it may also provide locum support for performers who are returning from sickness leave or for those who are at risk of needing to go on sickness leave. It should in particular consider exercising its discretion—

- (a) where there is an unusually high rate of sickness in the area where the performer performs services; or
- (b) to support contractors in rural areas where the distances involved in making home visits make it impracticable for a GP performer returning from sickness leave to assume responsibility for the same number of patients for which he previously had responsibility.

Entitlement to payments for covering sickness leave

16.3. In any case where a contractor actually and necessarily engages a locum (or more than one such person) to cover for the absence of a GP performer on sickness leave, and—

- (a) the leave of absence is for more than one week;
- (b) if the performer on leave is employed by the contractor, the contractor must—
 - (i) be required to pay statutory sick pay to that performer; or
 - (ii) be required to pay the performer on leave his full salary during absences on sick leave under his contract of employment;
- (c) if the GP performer's absence is as a result of an accident, the contractor must be unable to claim any compensation from whoever caused the accident towards meeting the cost of engaging a locum to cover for the GP performer during the performer's absence. But if such compensation is payable, the Board may loan the contractor the cost of the locum, on the condition that the loan is repaid when the compensation is paid unless—
 - (i) no part of the compensation paid is referable to the cost of the locum, in which case the loan is to be considered a reimbursement by the Board of the costs of the locum which is subject to the following provisions of this Section; or
 - (ii) only part of the compensation paid is referable to the cost of the locum, in which case the liability to repay shall be proportionate to the extent to which the claim for full reimbursement of the costs of the locum was successful;
- (d) the locum is not a partner or shareholder in the contractor, or already an employee of the contractor, unless the performer on leave is a job-sharer; and
- (e) the contractor is not already claiming another payment for locum cover in respect of the performer on leave pursuant to Part 4,

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

16.4. It is for the Board to determine whether or not it was in fact necessary for the contractor to engage the locum, or to continue to engage the locum, but it is to have regard to the following principles—

- (a) it should not normally be considered necessary to employ a locum if the performer on leave had a right to return but that right has been extinguished; and
- (b) it should not normally be considered necessary to employ a locum if the contractor has engaged a new employee or partner to perform the duties of the performer on leave and it is not carrying a vacancy in respect of another position which the performer on leave will fill on his return;
- (c) it should not normally be considered necessary for a contractor with two or more GP performers to engage a locum to replace the GP performer, unless the absence of the performer on leave leaves each of the other GP performers (not including members of the Doctor’s Retainer Scheme) with average numbers of patients as follows—

<i>Absences lasting or expected to last</i>	<i>Full-time GP</i>	<i>Three-quarters time GP</i>	<i>Half-time GP</i>
Not more than 2 weeks	3600+ patients	2700+ patients	1800+ patients
Not more than 6 weeks	3100+ patients	2325+ patients	1550+ patients
Longer than 6 weeks	2700+ patients	2025+ patients	1350+ patients

- (d) it should normally be considered necessary that a single-handed GP performer or a job-sharer fulfilling the role of a single-handed GP performer will need to be replaced, if they are on sickness leave, by a locum.

Ceilings on the amounts payable

16.5. The maximum amount payable under this Section by the Board in respect of locum cover for a GP performer is £982.92 per week.

16.6. However, the maximum periods in respect of which payments under this Section are payable in relation to a particular GP performer are—

- (a) 26 weeks for the full amount of the sum that the Board has determined is payable; and
- (b) a further 26 weeks for half the full amount of the sum the Board initially determined was payable.

16.7. In order to calculate these periods, a determination is to be made in respect of the first day of the GP performer’s absence as to whether in the previous 52 weeks, any amounts have been payable in respect of that performer under this Section. If any amounts have been payable in those 52 weeks, the periods in respect of which they were payable are to be aggregated together. That aggregate period (whether or not it in fact relates to more than one period of absence)—

- (a) if it is 26 weeks or less, is then to be deducted from the period referred to in paragraph 16.6(a); or
- (b) if it more than 26 weeks, then 26 weeks of it is to be deducted from the period referred to in paragraph 16.6(a) and the balance is to be deducted from the period referred to in paragraph 16.6(b).

16.8. Accordingly, if payments have been made in respect of locum cover for the GP performer for 32 weeks out of the previous 52 weeks, the remaining entitlement in respect of him is for a maximum of 20 weeks, and at half the full amount that the Board initially determined was payable.

Payment arrangements

16.9. The contractor is to submit to the Board claims for costs actually incurred during a month at the end of that month, and any amount payable is to fall due on the same day of the following month that the contractor's Payable GSMP falls due.

Condition attached to the amounts payable

16.10. Payments or any part of a payment under this Section are only payable if the following conditions are satisfied—

- (a) the contractor must obtain the prior agreement of the Board to the engagement of the locum (but its request to do so must be determined as quickly as possible by the Board), including agreement as to the amount that is to be paid for the locum cover;
- (b) the contractor must, without delay, supply the Board with medical certificates in respect of each period of absence for which a request for assistance with payment for locum cover is being made;
- (c) the contractor must, on request, provide the Board with written records demonstrating the actual cost to it of the locum cover;
- (d) once the locum arrangements are in place, the contractor must inform the Board—
 - (i) if there is to be any change to the locum arrangements; or
 - (ii) if, for any other reason, there is to be a change to the contractor's arrangements for performing the duties of the GP performer on leave,at which point the Board is to determine whether it still considers the locum cover necessary;
- (e) if the locum arrangements are in respect of a performer on leave who is or was entitled to statutory sick pay, the contractor must inform the Board immediately if it stops paying statutory sick pay to that employee;
- (f) the GP performer on leave must not engage in conduct that is prejudicial to his recover; and
- (g) the GP performer on leave must not be performing clinical services for any other person, unless under medical direction and with the approval of the Board.

16.11. If any of these conditions are breached, the Board may, in appropriate circumstances, withhold payment of any sum otherwise payable under this Section.

Section 17: PAYMENTS FOR LOCUMS TO COVER SUSPENDED DOCTORS

General

17.1. The Board has powers to suspend GP performers from the medical performers list.

17.2. A GP performer who is suspended from a medical performers list may be entitled to payments directly from the Board. This is covered by a separate determination under **[regulation 13(17) of the Performers Lists Regulations needs to be updated for 2013 Performers lists references.]**

Eligible cases

17.3. In any case where a contractor—

- (a) either –
 - (i) is a sole practitioner who is suspended from the Board's medical performers list and is not in receipt of any financial assistance from the Board section 96 of the 2006 Act as a contribution towards the cost of the arrangements to provide primary medical services under the contractor's GMS contract during the contractor's suspension,
 - (ii) is paying a suspended GP performer –

- (aa) who is a partner of the contractor, at least 90% of that performer's normal monthly drawings (or a pro rata amount in the case of part months) from the partnership account; or
- (bb) who is an employee of the contractor, at least 90% of that performer's normal salary (or a pro rata amount in the case of part months); or
- (iii) paid a suspended GP performer the amount mentioned in paragraph (ii)(aa) or (bb) for at least six months of that performer's suspension, and the suspended GP performer is still a partner or employee of the contractor;
- (b) actually and necessarily engages a locum (or more than one such person) to cover for the absence of the suspended GP performer;
- (c) the locum is not a partner or shareholder in the contractor, or already an employee of the contractor, unless the absent performer is a job-sharer; and
- (d) the contractor is not also claiming any payment for locum cover in respect of the absent performer under Part 4,

then subject to the provisions in this Section, the Board must provide financial assistance to the contractor under its GMS contract in respect of the cost of engaging that locum (which may or may not be the maximum amount payable, as set out in paragraph 17.5).

17.4. It is for the Board to determine whether or not it is or was in fact necessary to engage the locum, or to continue to engage the locum, but it is to have regard to the following principles—

- (a) it should not normally be considered necessary to employ a locum if the performer on leave had a right to return but that right has been extinguished; and
- (b) it should not normally be considered necessary to employ a locum if the contractor has engaged a new employee or partner to perform the duties of the performer on leave and it is not carrying a vacancy in respect of another position which the performer on leave will fill on that performer's return.

Ceilings on the amounts payable

17.5. The maximum amount payable under this Section by the Board in respect of locum cover for a GP performer is £982.92 per week.

Payment arrangements

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

Conditions attached to the amounts payable

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

- (a) the contractor must, on request, provide the Board with written records demonstrating—
 - (i) the actual cost to it of the locum cover; and
 - (ii) that it is continuing to pay the suspended GP performer at least 90% of that performer's normal income before the suspension (i.e. the normal monthly drawings from the partnership account, that performer's normal salary or a pro rata amount in the case of part months); and
- (b) once the locum arrangements are in place, the contractor must inform the Board—
 - (i) if there is to be any change to the locum arrangements, or
 - (ii) if, for any other reason, there is to be a change to the contractor's arrangements for performing the duties of the absent performer,

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

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

Section 18: PAYMENTS IN RESPECT OF PROLONGED STUDY LEAVE

General

[this section under review as a consequence of HEE]

18.1. GP performers may be entitled to take Prolonged Study Leave, and in these circumstances, the contractor for whom they have been providing services under its GMS contract may be entitled to two payments –

- (a) an educational allowance, to be forwarded to the GP performer taking Prolonged Study Leave; and
- (b) the cost of, or a contribution towards the cost of, locum cover.

Types of study in respect of which prolonged study leave may be taken

18.2. Payments may only be made under this Section in respect of Prolonged Study Leave taken by a GP performer where –

- (a) the study leave is for at least 10 weeks but not more than 12 months;
- (b) the educational aspects of the study leave have been approved by [Health Education England or a committee or person recognised by Health Education England, having regard to any guidance on Prolonged Study Leave that have agreed nationally; and
- (c) the Board has determined that the payments to the contractor under this Section in respect of the Prolonged Study Leave are affordable, having regard to the budgetary targets it has set itself.

Educational allowance payment

18.3. Where the criteria set out in paragraph 18.2 are met, in respect of each week for which the GP performer is on Prolonged Study Leave, the Board must pay the contractor an Educational Allowance Payment of £133.68, subject to the condition that where the contractor is aware of any change in circumstances that may affect its entitlement to the Educational Allowance Payment, it notifies the Board of that change in circumstances.

18.4. If the contractor breaches the condition set out in paragraph 18.3, the Board may, in appropriate circumstances, withhold payment of any or any part of an Educational Allowance Payment that is otherwise payable.

Locum cover in respect of doctors on Prolonged Study Leave

18.5. In any case where a contractor actually and necessarily engages a locum (or more than one such person) to cover for the absence of a GP performer on Prolonged Study Leave, then subject to the following provisions of this Section, the Board must provide financial assistance to the contractor under its GMS contract in respect of the cost of engaging that locum (which may or may not be the maximum amount payable, as set out in paragraph 18.7).

18.6. It is for the Board to determine whether or not it was in fact necessary to engage the locum, or to continue to engage the locum, but it is to have regard to the following principles—

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

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

18.7. The maximum amount payable under this Section by the Board in respect of locum cover for a GP performer is £982.92 per week.

Payment arrangements

18.8. The contractor is to submit to the Board claims for costs actually incurred during a month at the end of that month, and any amount payable is to fall due on the same day of the following month that the contractor's Payable GSMP falls due.

Conditions attached to the amounts payable

18.9. Payments or any part of a payment in respect of locum cover under this Section are only payable if the following conditions are satisfied—

- (a) the contractor must obtain the prior agreement of the Board to the engagement of the locum (but its request to do so must be determined as quickly as possible by the Board), including agreement as to the amount that is to be paid for the locum cover;
- (b) the locum must not be a partner or shareholder in the contractor, or already an employee of the contractor, unless the performer on leave is a job-sharer;
- (c) the contractor must, on request, provide the Board with written records demonstrating the actual cost to it of the locum cover; and
- (d) once the locum arrangements are in place, the contractor must inform the Board—
 - (i) if there is to be any change to the locum arrangements; or
 - (ii) if, for any other reason, there is to be a change to the contractor's arrangements for performing the duties of the performer on leave,

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

18.10. If any of these conditions are breached, the Board may, in appropriate circumstances, withhold payment of any sum in respect of locum cover otherwise payable under this Section.

Section 19: SENIORITY PAYMENTS

General

19.1. Seniority payments are payments to a contractor in respect of individual GP providers in eligible posts. They reward experience, based on years of Reckonable Service.

Eligible posts

19.2. Contractors will only be entitled to a Seniority Payment in respect of a GP provider if the GP provider has served for at least two years in an eligible post, or for an aggregate of two years in more than one eligible post – part-time and full-time posts counting the same. The first date after the end of this two year period is the GP provider's qualifying date. For the purposes of this Section, a post is an eligible post—

- (a) in case of posts held prior to 1st April 2004, if the post-holder provided unrestricted general medical services and was eligible for a basic practice allowance under the Statement of Fees and Allowance made under section 34 of the National Health Service (General Medical Services) Regulations 1992 (a) as in force on 31st March 2004; and

(a)

- (b) in the case of posts held on or after 1st April 2004, if the post-holder performs primary medical services and is—
 - (i) that post-holder is a GMS contractor (i.e. a sole practitioner);
 - (ii) a partner in a partnership that is a GMS contractor, or
 - (iii) a shareholder in a company limited by shares that is a GMS contractor.

Service that is Reckonable Service

19.3. Work shall be counted as Reckonable Service if—

- (a) it is clinical service as a doctor within the NHS or service as a doctor in the public service health care system of another EEA Member State (including service in that system pre-Accession);
- (b) it is clinical service as a doctor or service as a medical officer within the prison service or the civil administration (which includes the Home Civil Service) of the United Kingdom, or within the prison service or the civil administration of another EEA Member State (including service in that prison service or civil administration pre-Accession);
- (c) it is service as a medical officer—
 - (i) in the armed forces of an EEA Member State (including the United Kingdom) or providing clinical services to those forces in a civilian capacity (including service pre-Accession); or
 - (ii) in the armed forces under the Crown other than the United Kingdom armed forces or providing clinical services to those forces in a civilian capacity,

if accepted by the Board or endorsed by the Secretary of State for Health as Reckonable Service;

- (d) it is service with the Foreign and Commonwealth office as a medical officer in a diplomatic mission abroad, if accepted by the Board or endorsed by the Secretary of State for Health as Reckonable Service; or
- (e) it comprises up to a maximum of four years clinical service in a country or territory outside the United Kingdom—
 - (i) which followed the date of first registration of the GP provider in that country or territory; and
 - (ii) in circumstances where –
 - (aa) on 31st March 2003, that period of clinical service had been counted by the PCT as a period of registration for the purposes of a calculation of the annual rate of the GP Provider's Seniority Payment under the Statement of Fees and Allowance made under section 34 of the National Health Service (General Medical Services) Regulations 1992; and
 - (bb) that period of clinical service is not counted as reckonable service by virtue of any preceding sub-paragraphs in this paragraph.

Calculation of years of Reckonable Service

19.4. Claims in respect of years of service are to be made to the Board, and should be accompanied by appropriate details, including dates, of relevant clinical service. Where possible, claims should be authenticated from appropriate records, which may in appropriate circumstances include superannuation records. If the Board is unable to obtain authentication of the service itself, the onus is on the GP provider to provide documentary evidence to support his claim (although payments may be made while verification issues are being resolved). The Board should only count periods of service in a calculation of a GP provider's Reckonable Service if satisfied that there is sufficient evidence to include that period of service in the calculation.

19.5. In determining a GP provider's length of Reckonable Service—

- (a) only clinical service is to count towards Reckonable Service;
- (b) only clinical service since the date on which the GP provider first became registered (be it temporarily, provisionally, fully or with limited registration) with the General Medical Council, or an equivalent authority in another EEA Member State, is to count towards Reckonable Service, with the exception of Reckonable Service prior to registration that is taken into account by virtue of paragraph 19.3(e);
- (c) periods of part-time and full-time working count the same; and
- (d) generally, breaks in service are not to count towards Reckonable Service, but periods when doctors were taking leave of absence (i.e. they were absent from a post but had a right of return) due to compulsory national service, maternity leave, paternity leave, adoption leave, parental leave, holiday leave, sick leave or study leave, or because of a secondment elective or similar temporary attachment to a post requiring the provision of clinical services, are to count towards Reckonable Service.

19.6. Claims in respect of service in or on behalf of armed forces pursuant to paragraph 19.3(c) are to be considered in the first instance by the Board, and should be accompanied by appropriate details, including dates and relevant postings. If the Board is not satisfied that the service should count towards the GP provider's Reckonable Service as a doctor, it is to put the matter to the Secretary of State for Health, together with any comments it wishes to make.

19.7. Before taking a decision on whether or not to endorse the claim, the Secretary of State will then consult the Ministry of Defence. Generally, the only service that will be endorsed is service where the GP provider undertook clinical or medical duties (whether on military service or in a civilian capacity), and the Secretary of State has received acceptable confirmation of the nature and scope of the duties performed by the GP provider from the relevant authorities.

19.8. Claims in respect of clinical service for or on behalf of diplomatic missions abroad pursuant to paragraph 19.3(d) are to be considered in the first instance by the Board, and should be accompanied by appropriate details, including dates and relevant postings. If the Board is not satisfied that the service should count towards the GP provider's Reckonable Service as a doctor, it is to put the matter to the Secretary of State for Health, together with any comments it wishes to make.

19.9. Before taking a decision on whether or not to endorse the claim, the Secretary of State will consult the Foreign and Commonwealth Office. Generally the only service that will be endorsed is service where the GP provider undertook clinical duties for—

- (a) members of the Foreign and Commonwealth Office and their families;
 - (b) members of the Department for International Development and their families;
 - (c) members of the British Council and their families;
 - (d) British residents, official visitors and aid workers;
 - (e) Commonwealth and EEA Member State official visitors; or
 - (f) staff and their families of other Commonwealth, EEA, Member State or, in the opinion of the Foreign and Commonwealth Office, friendly State diplomatic missions,
- and the Secretary of State has received acceptable confirmation of the nature and scope of the clinical duties performed by the GP provider from the relevant authorities.

Determination of the relevant dates

19.10. Once a GP provider's years of Reckonable Service have been determined, a determination has to be made of two dates—

- (a) the date a GP provider's Reckonable Service began, which is the date on which that GP's first period of Reckonable Service started (referred to in this Section as "the Seniority Date"); and
- (b) the GP provider's qualifying date (see paragraph 19.2).

Calculation of the full annual rate of Seniority Payments

19.11. Once a GP provider has reached the qualifying date, that GP is entitled to a Seniority Payment in respect of service as a GP provider thereafter. The amount of the Seniority Payment will depend on two factors: that GP's Superannuable Income Fraction and the number of years of Reckonable Service.

19.12. At the end of each quarter, the Board is to make an assessment of the Seniority Payments to be made in respect of individual GP providers working for or on behalf of its GMS contractors. If—

- (a) a GP provider's Seniority Date is on the first date of that quarter, or falls outside that quarter, that GP's Years of Reckonable Service are the number of complete years since the first Seniority Date, and the full annual rate of the Seniority Payment payable in respect of that GP is the full annual rate opposite the GP's Years of Reckonable Service in the Table below; and
- (b) if the GP provider's Seniority Date falls in that quarter on any date other than the first date of that quarter, the full annual rate of the Seniority Payment in respect of that GP changes on the Seniority Date – and so in respect of that quarter, the full annual rate of the Seniority Payment payable in respect of that GP is to be calculated as follows—
 - (i) calculate the daily rate of the full annual rate of payment for the first total of Years of Reckonable Service relevant to him (i.e. divide the annual rate by 365 (or 366 where the relevant year includes 29th February), and multiply that daily rate by the number of days in that quarter before the Seniority Date; and
 - (ii) calculate the daily rate of the full annual rate of payment for the second total of Years of Reckonable Service relevant to that GP (i.e. divide the annual rate by 365 (or 366 where the relevant year includes 29th February), and multiply that daily rate by the number of days in that quarter after and including the Seniority Date,
 then add the totals produced by the calculations in heads (i) and (ii) together, and multiply by four.

TABLE

Years of Reckonable Service	Full annual rate of payment per practitioner
0	0
1	0
2	0
3	0
4	0
5	0
6	600
7	672
8	753
9	843
10	944
11	1,057
12	1,184
13	1,326
14	1,486
15	1,664
16	3,185
17	3,504
18	3,854
19	4,239
20	4,663
21	5,129
22	6,785

Years of Reckonable Service	Full annual rate of payment per practitioner
23	6,989
24	7,198
25	7,414
26	7,637
27	7,866
28	8,225
29	8,455
30	8,692
31	8,935
32	9,186
33	9,433
34	9,707
35	9,979
36	10,258
37	10,546
38	10,841
39	11,144
40	11,457
41	11,777
42	12,107
43	12,446
44	12,795
45	13,153
46	13,521
47	13,900

19.13. If immediately before 1st April 2013, any GP provider entitled to an amount under as the full annual rate of the Seniority Payment under paragraph 13.13 of the SFE 2004/2005 as in force on 31st March 2013, that GP provider continues to be entitled to that amount.

Superannuable Income Fractions

19.14. In all cases, the full annual rate of a Seniority Payment for a GP provider is only payable under this SFE in respect of a GP provider who has a Superannuable Income Fraction of at least two thirds.

19.15. For these purposes, a GP provider's Superannuable Income Fraction is the fraction produced by dividing—

- (a) that GP provider's NHS profits from all sources for the financial year to which the Seniority Payment relates, excluding—
 - (i) superannuable income which does not appear on that GP provider's certificate submitted to the Board in accordance with paragraph **[26.11 (superannuation contribution end-year adjustments)]** (i.e. NHS income already superannuated elsewhere); and
 - (ii) any amount in respect of Seniority Payments; by
- (b) the Average Adjusted Superannuable Income.

19.16. The Average Adjusted Superannuable Income is to be calculated as follows-

- (a) all the NHS profits of the type mentioned in paragraph 19.15(a) of all the GP providers in England who have submitted certificates to the Board in accordance with **paragraph 21.11**, by the required date, are to be aggregated; then

- (b) this aggregate is then to be divided by the number of GP providers in respect of which the aggregate was calculated; then
 - (c) the total produced by sub-paragraph b) is to be adjusted to take account of the shift towards less than full-time working. The index by which the amount is to be adjusted is to be the same as the index for the financial year to which the calculation of Average Adjusted Superannuable Income relates by which the uprating factor for pensions is to be adjusted to take account of the shift towards less than full-time working(a),
- and the total produced by sub-paragraph (c) is the Average Adjusted Superannuable Income amount for the calculation in paragraph 19.15.

19.17. If the GP provider has a Superannuable Income Fraction of one third or between one third and two thirds, only 60% of the full annual amount payable in respect of a GP provider with Reckonable Service is payable under this SFE in respect of that GP provider. If the GP provider has a Superannuable Income Fraction of less than one third, no Seniority Payment is payable under this SFE in respect of that GP provider.

Amounts payable

19.18. Once a GP provider's full annual rate in respect of a quarter has been determined, and any reduction to be made in respect of his Superannuable Income Fraction has been made, the result amount is to be divided by four, and that quarterly amount is the Quarterly Superannuation Payment that the Board must pay to the contractor under the GMS contract in respect of the GP provider.

19.19. If, however, the GP provider's –

- (a) qualifying date fall in that quarter, the quarterly amount is instead to be calculated as follows: the annual amount (taking account of any reduction in accordance with the GP provider's Superannuable Income Fraction) is to be divided by 365 (or 366 where the relevant year includes 29th February), and then multiplied by the number of days in the quarter after and including that GP provider's qualifying date; and
- (b) retirement date falls in that quarter, the quarterly amount is instead to be calculated as follows: the annual amount (taking account of any reduction in accordance with the GP provider's Superannuable Income Fraction) is to be divided by 365 (or 366 where the relevant year includes 29th February), and then multiplied by the number of days in the quarter prior to the GP provider's retirement date.

19.20. Payment of the Quarterly Seniority Payment is to fall due on the last day of the quarter to which it relates (but see paragraph **25.6 (payments on account)**).

Condition attached to payment of Quarterly Seniority Payments

19.21. A Quarterly Seniority Payment, or any part thereof, is only payable to a contractor if the following conditions are satisfied—

- (a) if a GP provider receives a Quarterly Seniority Payment from more than one contractor, those payments taken together must not amount to more than one quarter of the full annual rate of Seniority Payment in respect of that GP provider;
- (b) the contractor must make available to the Board any information which the Board does not have but needs, and the contractor either has or could reasonably be expected to obtain, in order to calculate the payment;
- (c) all information provided pursuant to or in accordance with sub-paragraph (b) must be accurate; and

(a) It is anticipated that the amounts mentioned in this paragraph will be calculated by the Technical Steering Committee (TSC).

- (d) a contractor who receives a Seniority Payment in respect of a GP provider must give that payment to that doctor—
 - (i) within one calendar month of it receiving that payment, and
 - (ii) as an element of the personal income of that GP provider subject (in the case of a GP provider who is a shareholder in a contractor that is a company limited by shares) to any lawful deduction of income tax and national insurance.

19.22. If the conditions set out in paragraph 19.21(a) to (c) are breached, the Board may in appropriate circumstances withhold payment of any or any part of a payment to which the conditions relate that is otherwise payable.

19.23. If a contractor breaches the condition in paragraph 19.21(d), the Board may require repayment of any payment to which the condition relates, or may withhold payment of any other payment payable to the contractor under this SFE, to the value of the payment to which the condition relates.

Section 20: DOCTORS' RETAINER SCHEME

General

20.1. This is an established Scheme designed to keep doctors who are not working in general practice in touch with general practice.

Payments in respect of sessions undertaken by members of the Scheme

20.2. Subject to paragraph 20.3, where—

- (a) a contractor who is considered as a suitable employer of members of the Doctors' Retainer Scheme by the **[Regional Dean]** employs or engages a member of the Doctors' Retainer Scheme; and
- (b) the service sessions for which the member of the Doctors' Retainer Scheme is employed or engaged by that contractor **[to be revised in light of Health Education England proposals]**,

the Board must pay to that contractor under its GMS contract £59.18 in respect of each full session that the member of the Doctors' Retainer Scheme undertakes for the contractor in any week, up to a maximum of four sessions per week.

Provisions in respect of leave arrangement

20.3. The Board must pay to the contractor under its GMS contract any payment payable under **[paragraph 20.2]** in respect of any session which the member of the Doctors' Retainer Scheme is employed or engaged to undertake but which that member does not undertake because they are absent due to leave related to—

- (a) annual holiday up to a maximum number of sessions annually equivalent to 6 weeks' worth of arranged sessions for the member of the Doctors' Retainer Scheme;
- (b) maternity, paternity or adoption, in accordance with the circumstances and for the periods referred to in **Section 15** (payments for locums covering maternity, paternity and adoption leave);
- (c) parental leave, in accordance with statutory entitlements (except that the normal statutory qualifying period of one year's service with the contractor does not apply);
- (d) sickness, for a reasonable period as agreed by the contractor and the Board;
- (e) an emergency involving a dependent, in accordance with employment law and any guidance issued by the Department for Business, Innovation and Skills; and

- (f) other pressing personal or family reasons where the contractor and the Board agree that the absence of the member of the Doctors' Retainer Scheme is necessary and unavoidable.

Payment conditions

20.4. Payments under this section are to fall due at the end of the month in which the session to which the payment relates takes place. However, the payments, or any part thereof, are only payable if the contractor satisfies the following conditions—

- (a) the contractor must inform the Board of any change to the member of the Doctors' Retainer Scheme's working arrangements that may affect the contractor's entitlement to a payment under this section;
- (b) the contractor must inform the Board of any absence on leave of the member of the Doctors' Retainer Scheme and the reason for such absence;
- (c) in the case of any absence on leave in respect of which there are any matters to be agreed between the contractor and the Board in accordance with paragraph 18.3 above, the contractor must make available to the Board any information which the Board does not have but needs, and which the contractor either has or could be reasonably expected to obtain, in order to form an opinion in respect of any of the matters which are to be agreed between the contractor and the Board;
- (d) the contractor must inform the Board if the doctor in respect of whom the payment is made ceases to be a member of the Doctors' Retainer Scheme, or if it ceases to be considered a suitable employer of members of the Doctors' Retainer Scheme by [the Local Education Training Board(a).]

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

Section 21: RETURNERS' SCHEME

General

21.1. This is an established Scheme designed to facilitate the return of qualified GPs to the NHS. It is managed locally by [the Local Education Training Board.]

Returners' Scheme Doctor Payments

21.2. If a GP performer has been employed or engaged by a contractor, and that GP performer is a doctor who is a member of the Returners' Scheme (RS), the Board must, in respect of that doctor, pay to the contractor, in respect of each year of membership of the Scheme—

- (a) an annual RS Doctor Payment of £1,050; and
- (b) a payment to cover the amount of any employer's national insurance contributions which are payable by the contractor in respect of the RS Doctor Payment.

21.3. If—

- (a) a RS doctor's membership of the RS ceases during a year of membership; or
- (b) a RS doctor moves to a new employer during a year of membership of the RS, or becomes a partner or shareholder in a different contractor, but remains a member,

the amount of the RS Doctor Payment payable to the contractor is to be adjusted as follows. Multiply the amount of the payment otherwise payable by the following fraction: the number of days for which the RS doctor is contracted to work for the contractor during the

(a) [to be completed]

membership year, divided by 365 (or 366 where the membership year includes 29th February) – and any payment of employer’s national insurance contributions under paragraph 21.2(b) is to be adjusted accordingly.

21.4. Payments under this Section to the contractor are to fall due on the last day of the month during which—

- (a) the date on which the GP performer joins the RS falls; or
- (b) the anniversary of the date on which the GP performer joined the RS falls.

Conditions attached to Returners’ Scheme Doctor Payments and overpayments

21.5. RS Doctor Payments, or any part thereof, are only payable if the following conditions are satisfied—

- (a) a contractor who receives a RS Doctor Payment in respect of a GP performer must give that payment to that GP performer—
 - (i) within one calendar month of it receiving that payment; and
 - (ii) as an element of the personal income of that doctor, subject to any lawful deduction of income tax, national insurance and superannuation contributions, once it has secured from the doctor an enforceable undertaking that he will repay to the contractor any amount repayable by the contractor to the Board under this Section in respect of that GP performer;
- (b) the contractor must inform the Board if the GP performer in respect of whom the payment is made ceases to be a member of the RS.

21.6. If a contractor breaches these conditions, the Board may require repayment of the payment paid, or may withhold payment of any other payment payable to the contractor under this SFE, to the value of the payment paid.

21.7. If as a result of a doctor leaving the RS, the Board has paid a larger amount to the contractor in respect of that doctor’s RS Doctor Payment than the amount to which the contractor is entitled under this Section, the Board may require repayment of the excess paid, or may withhold payment of any other payment payable to the contractor under this SFE, to the value of the excess paid.

21.8. Where, pursuant to paragraph 21.6 or 21.7, a contractor is required to repay any or any part of a RS Doctor Payment, the arrangements by which the contractor may seek to enforce the undertaking referred to in paragraph 21.5(a) as a consequence of that repayment are a matter for the contractor.

Section 22: FLEXIBLE CAREERS SCHEME

General

22.1. This is an established Scheme for certain part-time doctors. It is managed locally by [Postgraduate Deaneries] and is for employed doctors only. Contractors are eligible for contractor payments under this Scheme, but will also receive payments to be forwarded to doctors.

Flexible Careers Scheme Contractor Payments

22.2. The Board must pay to a contractor under its GMS contract a Flexible Career Scheme (FCS) Contractor Payment if—

- (a) it employs a part-time doctor who is a member of the FCS; and
- (b) that FCS doctor performs primary medical services under its GMS contract, as a medical practitioner, with a working commitment that generates a Time Commitment Fraction of at least one fifth but more than five ninths, except that the doctor may also work—

- (i) an additional 28 hours, during the membership year, of funded education time for personal and professional development; and
- (ii) a limited amount of additional time in the National Health Service, with the approval of **[Dependent on HEE proposals local Director of Postgraduate GP Education]**.

22.3. For the purposes of the calculation of time commitment in paragraph 22.2(b), the following periods of leave are discounted—

- (a) annual leave up to a maximum of six weeks pro rata (compared to full-time);
- (b) maternity, paternity, parental or adoption leave endorsed by the Board;
- (c) sickness leave endorsed by the Board;
- (d) special leave in an emergency, which is granted in accordance with employment law and guidance issued by the Department of Business, Innovation and Skills; and
- (e) other special leave for pressing personal or family reasons, endorsed by the Board.

Amount of FCS Contractor Payments

22.4. The Board will need to obtain from the contractor at the end of each quarter a return of the actual cost to the contractor, rounded to the nearest pound, of it employing the FCS doctor while he is a member of the scheme. This is—

- (a) to include salary, national insurance contributions and NHS Pension Scheme employer’s superannuation contributions (where these are paid by the contractor); and
- (b) not to include costs relating to any additional work the FCS doctor is permitted, with the approval of the **[Health Education England local Director of Postgraduate GP Education, to undertake outside the FCS]**.

22.5. A percentage of that amount is then payable as the contractor’s FCS Contractor Payment, as calculated (subject to the following provisions of this Section) in accordance with the following table—

TABLE

In respect of FCS doctors	
Year 1	50%
Year 2	25%
Year 3	10%

22.6. For these purposes—

- (a) the qualifying date for the first payment, and so the start of the doctor’s first year in the Scheme, is the date the doctor joins the Scheme;
- (b) if, in relation to any period of leave referred to in paragraph 22.3 the **[Health Education England local Director of Postgraduate GP Education]** reasonably determines that, for exceptional reasons, the year of membership of the FCS in which the period of leave started should be extended, that year of membership shall not be taken to have elapsed until a full year has elapsed from the start of that year of membership, discounting the period of leave, and that doctor’s qualifying date for payments must be adjusted accordingly; and
- (c) if the quarterly return relates to costs incurred in respect of different years of membership of the FCS, the contractor must specify which costs relate to which year of membership of the scheme.

Amount of FCS Doctor Payments

22.7. Subject to the following provisions in this Section, if a contractor is eligible for a FCS contractor payment, the Board must also pay to the contractor under its GMS contract, in respect of the doctor who is a member of the FCS—

- (a) an annual FCS Doctor Payment of £1,050; and
- (b) a payment to cover the amount of any employer's national insurance contributions which are payable by the contractor in respect of that FCS Doctor Payment.

Payments in respect of part years

22.8. If—

- (a) an FCS doctor's membership of the FCS ceases during a year of membership; or
- (b) an FCS doctor moves to a new employer during a year of membership of the FCS scheme but remains a member of the scheme,

the amount of the FCS Doctor Payment payable to the contractor is to be adjusted by multiplying the amount of the payment otherwise payable by the following fraction: the number of days for which the FCS doctor is contracted to work for the contract during the membership year, divided by 365 (or 366 where the membership year includes 29th February) – and any payment of employer's national insurance contributions under paragraph 22.7(b) is to be adjusted accordingly.

Payments in respect of educational sessions

22.9. In respect of each of up to eight educational sessions attended in a year of membership of the FCS by an FCS doctor, and on the basis of a return from the contractor at the end of each quarter, the Board must reimburse the contractor who employs the FCS doctor under its GMS contract for—

- (a) the actual cost of employing the FCS doctor during those sessions; and
- (b) any expenses claimed by and paid to the FCS doctor by the contractor to cover the cost of his actual travel and subsistence in attending those sessions, if these costs are reasonable in the opinion of the Board.

Payment arrangements

22.10. FCS Doctor Payments to the contractor are to fall due on the last day of the month during which that contractor qualifying date falls, taking account of any adjustment of the qualifying date in accordance with paragraph 22.6.

22.11. The other payments under this Section are to fall due on the last day of the month following the quarter in respect of the quarterly return is made.

Conditions attached to Flexible Career Scheme payments and overpayments

22.12. FCS Contractor Payments and payments or any part of a payment under paragraph 22.9(a) is only payable if the contractor satisfies the following conditions—

- (a) the contractor must make available to the Board any information which the Board does not have but needs, and the contractor either has or could reasonably be expected to obtain, in order to calculate the payment. In particular, the contractor must, on request, provide the Board with written records demonstrating the actual costs it is seeking to recover; and
- (b) all information supplied pursuant to or in accordance with this paragraph must be accurate.

22.13. FCS Doctor Payments, or any part thereof, are only payable if the following conditions are satisfied—

- (a) a contractor that receives an FCS Doctor Payment in respect of a doctor must give that payment to that doctor—
 - (i) within one calendar month of it receiving that payment; and
 - (ii) as an element of the personal income of that doctor, subject to any lawful deduction of income tax, national insurance and superannuation contributions,once it has secured from the doctor an enforceable undertaking that that doctor will repay to the contractor any amount repayable by the contractor to the Board under this Section in respect of that doctor;
- (b) the contractor must inform the Board if the doctor in respect of whom the payment is made ceases to be a member of the FCS.

22.14. Payments in respect of expenses under paragraph 22.9(b) are only payable if the following conditions are satisfied—

- (a) the contractor must make available to the Board any information which the Board does not have but needs (including receipts), and the contractor either has or could reasonably be expected to obtain in order to calculate the payment; and
- (b) all information provided pursuant to or in accordance with sub-paragraph (a) must be accurate.

22.15. If a contractor breaches the conditions set out in paragraph 22.12 or 22.14, the Board may in appropriate circumstances withhold payment of any or any part of a payment to which the conditions relate that is otherwise payable.

22.16. If a contractor breaches the conditions in paragraph 22.13 the Board may require repayment of any payment paid to which the condition relates, or may withhold payment of any other sum payable to the contractor under this SFE, to the value of the payment paid.

22.17. If as a result of the doctor leaving the FCS, the Board has paid a larger amount to the contractor in respect of a FCS Doctor Payment than the amount to which the contractor is entitled, the Board may require repayment of the excess paid, or may withhold payment of any other sum payable to the contractor under this SFE, to the value of the excess paid.

22.18. Where, pursuant to paragraph 22.16 or 22.17, a contractor is required to repay any or any part of a FCS Doctor Payment, the arrangements by which the contractor may seek to enforce the undertaking referred to in paragraph 22.13(a) as a consequence of that repayment are a matter for the contractor.

Section 23: DISPENSING

Dispensing: General

23.1. Some contractors are authorised or required to provide dispensing services to specific patients. The arrangements for this are set out in Part 8 (dispensing doctors) of the Pharmaceutical Regulations 2012 and paragraph 52 (provision of drugs, medicines and appliances for immediate treatment or personal administration) of Part 3 of Schedule 6 to the 2004 Regulations.

Costs in respect of which reimbursement is payable

23.2. Where drugs and appliances are provided by a medical practitioner—

- (a) in accordance with the arrangements under which a dispensing doctor undertakes to provide pharmaceutical services referred to in regulation 47 (terms of service of dispensing doctors: general) of the Pharmaceutical Regulations 2012; or
- (b) for personal administration, in accordance with paragraph 52(1)(b) in Part 3 of Schedule 6 to the 2004 Regulations,

then subject to the following provisions of this Section, the Board must pay to the contractor under its GMS contract the payments listed in paragraph 23.3, as calculated in accordance with this Section.

23.3. The amounts payable in relation to the provision of drugs and appliances are—

- (a) the basic price of the drug or appliance, which is the price as calculated in accordance with Part II Clause 8 (Basic Price), clause 10 (A, B and C) (Quantity to be Supplied), clause 11 (Broken Bulk), clause 13 (Drug Preparations Requiring Reconstitution from Granules or Powder) and Part VII (Lists of Drugs with a Commonly Used Pack Size) of the Drug Tariff, less a discount calculated in accordance with Part 1 of Annex G;
- (b) the appropriate dispensing fee, as set out in Part 2 of Annex G (in respect of contractors authorised or required to provide dispensing services in accordance with Part 8 of the Pharmaceutical Regulations 2012) or Part 3 of Annex G (in respect of all other contractors);
- (c) an allowance to cover the VAT payable on the purchase of any products listed in paragraph 23.4(a) to (e) and which are provided in accordance with paragraph 52(1)(b) in Part 3 of Schedule 6 to the 2004 Regulations. The allowance is to be calculated by applying the rate of VAT applying at the time of a claim to the basic price of the product after the discount has been calculated in accordance with Part 1 of Annex G has been deducted;
- (d) exceptional expenses, as provided for in Part II, clause 12 (Out of Pocket Expenses), of the Drug Tariff; and
- (e) professional fees, as provided for in Part IIIA, clause 2A (additional fees for unlicensed medicines), of the Drug Tariff.

Personally administered drugs and appliances and those used for diagnosis

23.4. A contractor who is providing services under a GMS contract may, whether or not the contractor is authorised or required to provide dispensing services to specific patients, be entitled to the payments listed in paragraph 23.3. This applies only in relation to the following products—

- (a) vaccines, anaesthetics and injections;
- (b) the following diagnostic reagents: Dick Test; Schick Test; Protein Sensitisation Test Solutions; and Tuberculin Tests (i.e. Koch Test, Mantoux Test, Patch Test and Diagnostic Jelly);
- (c) intrauterine contraceptive devices (including drug-releasing IUCDs, contraceptive caps and diaphragms);
- (d) pessaries which are appliances; and
- (e) sutures (including skin closing strips).

23.5. In respect of these products, subject to the provisions of this Section, the Board must pay to all contractors under their GMS contracts the payments listed in paragraph 23.3, as calculated in accordance with this Section – if the products are provided in accordance with paragraph 52(1)(b) in Part 3 of Schedule 6 to the 2004 Regulations.

Products not covered by this Section

23.6. No payments are payable under this Section in respect of the products listed in this paragraph, which are centrally supplied as part of the Childhood Immunisation Programme—

- (a) MMR (Measles, Mumps and Rubella);
- (b) BCG (Bacillus Calmette-Guerin);
- (c) Tuberculin Purified Protein Derivative;

- (d) Meningococcal C conjugate vaccine (for children under 5 and persons entering the first year of higher education);
- (e) DTaP/IPV/HiB (Diphtheria/Tetanus/Pertussis/Inactivated Polio/Haemophilus influenzae type B);
- (f) dTaP/IPV (low dose Diphtheria/Tetanus/Pertussis/Inactivated Polio);
- (g) DTaP/IPV (Diphtheria/Tetanus/Pertussis/Inactivated Polio);
- (h) Td/IPV(Diphtheria/Tetanus/Inactivated Polio);
- (i) Hib/MenC (Haemophilus influenzae type B/meningitis C), PCV (pneumococcal); and
- (j) HPV (human papillomavirus types 16 and 18) in the case where the course of immunisation has commenced and is not complete before 19th October 2012;
- (k) HPV (human papillomavirus types 6, 11, 16 and 18) in the case where the course of immunisation commences on or after 19th October 2012; or
- (l) Rotavirus vaccine.

23.7. Payments are payable under this Section—

- (a) in respect of Td/IPV Diphtheria/Tetanus/Inactivated Polio) where that product is used for the treatment of adults; or
- (b) supplied to patients who require such products prior to travelling outside the United Kingdom and in either case where the Td/IPV product has been purchased by the contractor directly from the manufacturer.

23.8. No payments are payable under this Section in respect of—

- (a) the Pandemic Influenza Vaccine (H1N1) 2009, which is centrally supplied by the Department of Health as part of its programme of vaccination against a Pandemic Influenza Virus;
- (b) the Shingles vaccine which is centrally supplied by the Department of Health as part of its Shingles Immunisation Programme against the Shingles virus; or
- (c) any other product which may be centrally supplied by the Department of Health.

23.9. If a medical practitioner issues a prescription for a drug or appliance and that medical practitioner does not supply it, no payments are payable in respect of that drug or appliance under this Section.

Deductions in respect of charges

23.10. Payment in respect of prescriptions shall be subject to any deduction required to be made under the National Health Service (Charges for Drugs and Appliances) Regulations 2000(a) in respect of charges required to be made and recovered by the dispensing practitioner.

Contractors unable to obtain discounts

23.11. If a contractor satisfies the Board, by reason of remoteness of the contractor's practice premises, the contractor is unable to obtain any discount on the basic price of drugs and appliances for which a payment is payable by the Board under this Section (and the Board must consult the Local Medical Committee for the area in which the contractor provides primary medical services, if there is one, before being so satisfied), the Board must approve an exemption for that contractor from the application of the discount scale. The exemption shall be granted for a period of up to one year, and may be renewed thereafter for further periods, each not exceeding one year, if the contractor is able to satisfy the Board that it is still unable to obtain any discount on the basic price of drugs and appliances for which a payment is payable under this Section.

(a) S.I. 2000/620 as amended by S.I. 2000/122, 2001/746 and 2887, 2000/548 and 2352, 2003/6999, 585, 10084 and 3189, 2004/696, 865 and 1771, [to be completed]

23.12. Where the Board such an exemption, it must inform the NHS Prescription Services part of the NHS Business Services Authority of the exemption and of the period for which it is to apply.

Contractors that are to receive special payments

23.13. If a contractor satisfies the Board that—

- (a) by reason of the remoteness of the contractor’s practice premises or the small quantities of drugs and appliances that the contractor needs to buy, the contractor has had to pay more than the basic price for drugs and appliances it orders; and
- (b) its payments under paragraph 23.3(a) should be calculated at special payment levels rather than basic price levels;

(and the Board must consult the Local Medical Committee for the area in which the contractor provides primary medical services, if there is one, before being so satisfied), the Board must agree to reimburse the contractor on the basis of the special payment levels, instead of the basic price levels, of the drugs and appliances it supplies, as set out in the table below—

<i>Where on average the price paid by the contractor (excluding VAT) has been:</i>	<i>Special payment price level</i>
In excess of 5% and up to 10% over the basic price	5% over the basic price
In excess of 10% and up to 15% over the basic price	10% over the basic price
In excess of 15% and up to 20% over the basic price	15% over the basic price
In excess of 20% over the basic price	20% over the basic price

23.14. Where a contractor is reimbursed on the basis of special payment levels (see paragraph 23.13) any VAT allowance payable (see paragraph 23.3(c)) shall be calculated as a percentage of the special payment level.

23.15. Agreement to reimburse on the basis of special payment levels shall be granted for a period of up to one year, and may be renewed thereafter if the contractor is still able to satisfy the Board that its payments under paragraph 23.3(a) should be calculated at special payment levels rather than basic price levels.

Preconditions before payments under this Section are payable

23.16. The payments listed in paragraph 23.3 are only payable if the contractor has—

- (a) noted, counted and sent all the prescriptions in respect of drugs or appliances in respect of which it wishes to claim reimbursement to the NHS Prescription Services part of the NHS Business Services Authority, Bridge House, 152 Pilgrim Street, Newcastle-upon-Tyne, NE1 6SN, not later than the 5th of the month following the month to which the prescriptions relate; and
- (b) included all the claims under cover of a single claim form, and divided all the prescriptions into two bundles (for the calculation of the dispensing fee), and
 - (i) one of these two bundles must of prescription forms in respect of which no charge is payable, because—
 - (aa) the patient is entitled to an exemption;
 - (bb) the drugs or appliances were no-charge contraceptives, or
 - (cc) the drugs or appliances were personally administered items, and are in the list in paragraph 23.4, and
 - (ii) the other of these two bundles must be of prescription forms in respect of which a charge is payable, whether or not the charge has been collected (if the prescription form is for more than one item, at least one of which is chargeable, it should be included in this bundle),

and if the claim is in respect of the following high-volume personally administered vaccines – influenza, typhoid, hepatitis A, hepatitis B, Pneumococcal, and Meningococcal – it must be made in the form of bulk entries on the claim form.

Payment arrangements

23.17. Where a contractor has satisfied the conditions in paragraph 23.17, the Board must pay to the contractor under its GMS contract—

- (a) on the first day of the month after the month on which the contractor submitted its claim to the NHS Prescription Services part of the NHS Business Services Authority, an amount that represents 80% of the amount that the Board reasonably estimates is likely to be due to the contractor in respect of the claim, once has certified the amount due in respect of the claim (having taken into account the charges that are required to be made and recovered), although the Board may pay less than 80% if the contractor’s claims each month in respect of prescriptions vary significantly; and
- (b) on the first day of the second month after the month on which the contractor submitted its claim to the NHS Prescription Services part of the NHS Business Services Authority, the balance of the amount due in respect of the claim, having had that amount certified by that that Authority, and taking into account—
 - (i) the charges that are required to be made and recovered; and
 - (ii) the amount already paid out in respect of the claim pursuant to sub-paragraph (a).

Accounting obligations

23.18. It is a condition of the payments payable under this Section that the payments are only payable under this Section if the contractor ensures that—

- (a) its actual expenditure on drugs and appliances (i.e. the amount it pays its suppliers) is shown “gross” on its practice accounts; and
- (b) its payments from the Board pursuant to this Section, and collected from patients in accordance with the National Health Service (Charges for Drugs and Appliances) Regulations 2000, are brought “gross” into its contractor accounts as “income”.

Section 24: DISPENSING SERVICES QUALITY SCHEME

Dispensary Services Quality Scheme: General

24.1. Contractors who are authorised or required to provide dispensing services to specific patients either in accordance with the provisions of Part 8 of Pharmaceutical Regulations 2012 or in accordance with the provisions of paragraph 52 of Part 3 of Schedule 6 to the 2004 Regulations (the provision of such dispensing services being referred to in this Section as having “consent to dispense”), may choose to participate in the Dispensary Services Quality Scheme.

24.2. The obligations under the Dispensary Services Quality Scheme are set out in Annex H to this SFE. Participation in the Dispensary Services Quality Scheme is voluntary.

Eligibility for Dispensary Services Quality Payments

24.3. A contractor that has consent to dispense will be eligible for an annual Dispensary Services Quality Payment, calculated in accordance with the provisions of this Section, if—

- (a) the contractor participates in the Dispensary Services Quality Scheme;
- (b) the contractor satisfies the eligibility conditions set out in paragraph 24.4 (read with paragraphs 24.5 and 2.6); and
- (c) the Board is satisfied, following review of the contractor’s arrangements (which the Board is to undertake between 1st January and 31st March inclusive of the financial year

to which the payment relates or, where the provision of the service terminates before 1st January for any reason, on such other date as the Board may, in consultation with the contractor, consider reasonable) that the contractor is providing the required level of service and is achieving the required standards, as set out in Annex H. This eligibility condition will only be satisfied if the contractor—

- (i) complies with any reasonable requirement imposed on it, as part of that review, to provide documentary evidence of matters the Board needs to consider in order to satisfy itself as to compliance with the standards and levels of service set out in Annex H; and
- (ii) co-operates with a practice inspection, if the Board considers it necessary to undertake one.

24.4. A contractor will only qualify for a Dispensary Services Quality Payment if it meets the following eligibility conditions—

- (a) it must provide the Board, in respect of each financial year during which it proposes to participate in the Dispensary Services Quality Scheme, with a written undertaking, within the time limits set out in paragraph 24.5, that it will, during the financial year to which the written undertaking relates—
 - (i) perform the services identified in Annex H; and
 - (ii) achieve the standards identified in Annex H;
- (b) it must indicate in the written undertaking provided in accordance with sub-paragraph (a) the date during the financial year to which the written undertaking relates (that is, 1st April at the start of that financial year or a later date) with effect from which it either has been carrying out or proposes to carry out the services identified in Annex H;
- (c) it must provide the Board, in respect of each financial year during which it proposes to participate in the Dispensary Services Quality Scheme, with the name of a partner or salaried GP within the contractor's practice who will be responsible for the Dispensary Services Quality Scheme and if the identity of the nominated responsible person changes, the contractor must notify the Board in writing of the details of the new responsible person within 28 calendar days of the change; and
- (d) it must, in respect of each financial year during which it proposes to participate in the Dispensary Services Quality Scheme, co-operate with the Board in reviewing its Dispensary Services Quality Scheme arrangements.

24.5. The contractor must provide the written undertaking referred to in paragraph 24.4(a) within the following timescales—

- (a) in the case of a GMS contract which is in existence on 1st April in the financial year and in respect of which the contractor has consent to dispense on that date, the contractor must provide the written undertaking before 1st July of that financial year;
- (b) in the case of a GMS contract which is in existence on 1st April in the financial year but in respect of which the contractor does not have consent to dispense on that date, the contractor must provide the written undertaking within 3 months of obtaining consent to dispense, but in any event before 1st February of that financial year;
- (c) in the case of a GMS contract which takes effect between 2nd April and 31st January inclusive in the financial year and in respect of which the contractor has, on the date the contract takes effect, consent to dispense, the contractor must provide the written undertaking within 3 months of the date the contract takes effect, but in any event before 1st February of the financial year; and
- (d) in the case of a GMS contract which takes effect between 2nd April and 31st January inclusive of that financial year and in respect of which the contractor does not have, on the date the contract takes effect, consent to dispense, the contractor must provide the written undertaking within 3 months of the date of obtaining consent to dispense is obtained, but in any event before 1st February of that financial year.

24.6. A contractor is not eligible for a Dispensary Services Quality Payment in respect of any financial year as regards which its participation in the Dispensary Services Quality Scheme starts on or after 1st February.

Calculation of Dispensary Services Quality Payments

24.7. If, as regards a GMS contract which is in existence on 1st April in any financial year, the contractor—

- (a) had consent to dispense on 1st April of that financial year;
- (b) had been participating in the Dispensary Services Quality Scheme immediately prior to 1st April of that financial year; and
- (c) satisfies the eligibility conditions set out in paragraph 24.3,

the Board must pay to the contractor under its GMS contract a Dispensary Services Quality Payment in respect of that financial year. That payment is to be calculated as follows—

£2.58 multiplied by the number of patients on the contractor's list (as measured by the Exeter system) on 1st January of that financial year in respect of whom the contractor has consent to dispense.

24.8. If, as regards a GMS contract which is in existence on 1st April but to which paragraph 24.7(b) does not apply, or which is entered into between 2nd April and 31st January inclusive, the contractor—

- (a) either had consent to dispense on 1st April of that financial year or has, on the date the contract takes effect, consent to dispense; and
- (b) satisfies the eligibility conditions set out in paragraph 24.3,

the Board must pay to the contractor under its GMS contract a Dispensary Services Quality Payment in respect of that financial year.

24.9. The Dispensary Services Quality Payment payable under paragraph 24.8 above is calculated as follows—

£2.58 multiplied by—

the number of patients on the contractor's list (as measured by the Exeter system) on 1st January of that financial year in respect of whom the contractor has consent to dispense on—

- (a) 1st January of that financial year; or
- (b) where the contract takes effect between 2nd January and 31st January inclusive of that financial year, the date upon which the contract takes effect,

then multiplied by $X/365$ (or $X/366$ where the financial year includes 29th February), where X is either the number of days left in the financial year from when the contract took effect or the number of days left in the financial year starting from (and including) the date specified by the contractor in his written undertaking pursuant to paragraph 24.4(b), whichever is the shorter period.

24.10. If, as regards a GMS contract which is in existence on 1st April, or which is entered into between 2nd April and 31st January inclusive, the contractor—

- (a) either did not have consent to dispense on 1st April of that financial year or, on the date the contract takes effect, did not have consent to dispense;
- (b) obtains consent to dispense between 2nd April and 31st January inclusive of that financial year; and
- (c) satisfies the eligibility conditions set out in paragraph 24.3,

the Board must pay to the contractor under its GMS contract a Dispensary Services Quality Payment in respect of that financial year.

24.11. The Dispensary Services Quality Payment payable under paragraph 24.10 above is calculated as follows—

£2.58 multiplied by—

the number of patients on the contractor's list (as measured by the Exeter system) in respect of whom the contractor has consent to dispense on—

- (a) 1st January of that financial year; or
- (b) where the consent to dispense is obtained between 2nd January and 31st January inclusive of that financial year, the date upon which the consent to dispense is obtained,

then multiplied by $X/365$ (or $X/366$ where the financial year includes 29th February), where X is either the number of days left in the financial year from when the contract took effect or the number of days left in the financial year starting from (and including) the date specified by the contractor in his written undertaking pursuant to paragraph 24.4(b), whichever is the shorter period.

Conditions attached to Dispensary Services Quality Payments

24.12. A Dispensary Services Quality Payment, or any part thereof, is only payable if the contractor satisfies the following conditions—

- (a) the contractor must make available to the Board any information which the Board does not have but needs, and the contractor either has or could be reasonably expected to obtain, in order to form its opinion on whether the contractor has fulfilled its obligations under the Dispensary Services Quality Scheme;
- (b) the contractor must make any returns required of it (whether computerized or otherwise) to the Exeter Registration System, and do so promptly and fully; and
- (c) all information supplied pursuant to or in accordance with this paragraph must be accurate.

24.13. If the contractor breaches any of these conditions, the Board may, in appropriate circumstances, withhold payment of any, or any part of, a Dispensary Services Quality Payment that is otherwise payable.

Accounting arrangements and date payment is due

24.14. Dispensary Services Quality Payments are to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year to which the payment relates. The Dispensary Services Quality Payment is to fall due—

- (a) subject to sub-paragraph (b), at the end of the first month of the financial year after the financial year to which the payment relates or, in the case of a contract that terminates prior to the end of the financial year or in respect of which the contractor ceases to have consent to dispense or to provide the service in Annex H prior to the end of the financial year, on the date the contract terminates or the consent to dispense ceases or the provisions of the service in Annex H ceases, as the case may be; or
- (b) if, on the due date provided for in sub-paragraph (a), the Board does not have the information it needs in order to be satisfied that the contractor has met the eligibility criteria in paragraph 24.3 (all reasonable efforts to obtain the information having been undertaken), on the last day of the month during which the Board obtains the information it needs in order to be so satisfied.

24.15. In the case of a contract merger or split of a type described in paragraphs 24.16 to 24.21 below, the due date is the date that the payment would have fallen due if the contracts that are treated as terminated had in fact terminated.

Part payment of Dispensary Services Quality Payments in special circumstances

24.16. Where a contractor is participating in the Dispensary Services Quality Scheme during any financial year and during that financial year—

- (a) the contract terminates;
- (b) the contractor ceases to have consent to dispense; or
- (c) the contractor ceases to provide the services in Annex H,

the contractor may nevertheless be entitled to payment of a Dispensary Services Quality Payment, calculated in accordance with the provisions of paragraph 24.15 of this Section.

24.17. The calculation of the payment—

- (a) will be on the basis of the number of patients in respect of whom the contractor has consent to dispense at the start of the quarter in which the contract terminates, the contractor ceases to have consent to dispense or the contractor ceases to provide the service in Annex H, as the case may be; and
- (b) will be on the basis that in any calculation involving $X/365$, or $X/366$, “X” will be the number of days during the relevant financial year starting on the date when the contractor’s participation during that financial year in the Dispensary Services Quality Scheme began and ending on the date on which the contract terminates, the contractor ceases to have consent to dispense or the contractor ceases to provide the services in Annex H, as the case may be.

Provisions relating to contactors whose practices merge

24.18. Paragraphs 24.12 and 24.18 apply where two or more contractors merge (“a contractual merger”) and as a result two or more patient lists are combined, resulting in either a new GMS contract or a varied GMS contract.

24.19. If any of the contractors in a contractual merger which takes place before 1st February in any financial year were participating in the Dispensary Services Quality Scheme during that financial year, any Dispensary Services Quality Payment relating to that participation is to be calculated on the basis that their original GMS contract terminated on the date of the merger. The merged contract is to be treated for the purposes of this Section as a new contract coming into force on the date of the merger. If the new contractor (for these purposes) wants to participate in the Dispensary Services Quality Scheme it should seek to do so in accordance with the provisions of this Section.

24.20. If any of the contractors in a contractual merger which takes place on or after 1st February in any financial year were participating in the Dispensary Services Quality Scheme during that financial year, any Dispensary Services Quality Payment is to be calculated on the basis that its original GMS contract terminated on 31st March of that year. The merged contract is to be treated for the purposes of this Section as a new contract coming into force on the date of the merger. If the new contractor (for these purposes) wants to participate in the Dispensary Services Quality Scheme it should seek to do so in accordance with the provisions of this Section. The new contractor will have no entitlement to any Dispensary Services Quality Payment for the period between 1st February and 31st March of that financial year but may participate in the Dispensary Services Quality Scheme in accordance with the provisions of this Section in future financial years.

Provisions relating to contractors whose practices split

24.21. Paragraphs 24.20 and 24.21 apply where a GMS contract splits (“a contractual split”) and as a result the contractor’s patient list is divided between two or more contractors, resulting in either new GMS contracts or varied GMS contracts or a combination of both.

24.22. If the original contractor in a contractual split which takes place before 1st February in any financial year was participating in the Dispensary Services Quality Scheme during that

financial year, any Dispensary Services Quality Payment is to be calculated on the basis that the original GMS contract terminated on the date of the split. The GMS contracts that emerge from the split are to be treated for the purposes of this Section as new contracts coming into force on the date of the split. If the new contractors (for these purposes) want to participate in the Dispensary Services Quality Scheme they should seek to do so in accordance with the provisions of this Section.

24.23. If the original contractor in a contractual split which takes place on or after 1st February in any financial year was participating in the Dispensary Services Quality Scheme during that financial year, any Dispensary Services Quality Payment is to be calculated on the basis that the original GMS contract terminated on 31st March of that year. The GMS contracts that emerge from the split are to be treated for the purposes of this Section as new contracts coming into force on the date of the split. If any of the new contractors (for these purposes) want to participate in the Dispensary Services Quality Scheme they should seek to do so in accordance with the provisions of this Section. The new contractors will have no entitlement to any Dispensary Services Quality Payment for the period between 1st February and 31st March of that financial year but may participate in the Dispensary Services Quality Scheme in accordance with the provisions of this Section in future financial years.

Discretionary matters

24.24. Where the GMS contract of a contractor who is participating in the Dispensary Services Quality Scheme is subject to a split or a merger and—

- (a) the application of the provisions set out in this Section in respect of splits or mergers would, in the reasonable opinion of the Board, lead to an inequitable result; or
- (b) the circumstances of the split or merger are such that the provisions set out in this Section cannot be applied,

the Board should consider, in consultation with the contractor or contractors concerned, making payments under section 96 of the 2006 Act.

24.25. It may be that the circumstances of a contract termination, or of a split or merger as described in paragraphs 24.16 to 24.21, have rendered it practicably speaking impossible for a contractor to have complied with all of the entitlement conditions in paragraph 24.3. In these circumstances, the Board may, where it is equitable to do so, set aside the considerations with which the contractor is no longer able to comply.

PART 6

SUPPLEMENTARY PROVISIONS

Section 25: ADMINISTRATIVE PROVISIONS

Overpayments and withheld amounts

25.1. Without prejudice to the specific provisions elsewhere in this SFE, if the Board makes a payment to a contractor under its GMS contract pursuant to this SFE and—

- (a) the contractor was not entitled to receive all or part thereof, whether because it did not meet the entitlement conditions for the payment or because the payment was calculated incorrectly (including where a payment on account overestimates the amount that is to fall due);
- (b) the Board was entitled to withhold all or part of the payment because of a breach of a condition attached to the payment, but is unable to do so because the money has already been paid; or

- (c) the Board is entitled to repayment of all or part of the money paid,
the Board may recover the money paid by deducting an equivalent amount from any payment payable pursuant to this SFE, and where no such deduction can be made, it is a condition of the payments made pursuant to this SFE that the contractor must pay to the Board that equivalent amount.

25.2. Where the Board is entitled pursuant to this SFE to withhold all or part of a payment because of a breach of a payment condition, and the Board does so or recovers the money by deducting an equivalent amount from another payment in accordance with paragraph 25.1, it may, where it sees fit to do so, reimburse the contractor the amount withheld or recovered, if the breach is cured.

Underpayments and late payments

25.3. Without prejudice to the specific provisions elsewhere in this SFE relating to underpayments of particular payments, if the full amount of a payment that is payable pursuant to this SFE has not been paid before the date on which the payment falls due, then unless—

- (a) this is with the consent of the contractor; or
- (b) the amount of, or entitlement to, the payment, or any part thereof, is in dispute (once the payment falls due) it must be paid promptly (see regulation 22 of the 2004 Regulations).

25.4. If the contractor's entitlement to the payment is not in dispute but the amount of the payment is in dispute, then once the payment falls due, pending the resolution of the dispute, the Board must—

- (a) pay to the contractor, promptly, an amount representing the amount that the Board accepts that the contractor is at least entitled to; and
- (b) thereafter pay any shortfall promptly, once the dispute is finally resolved.

25.5. However, if a contractor has—

- (a) not claimed a payment to which it would be entitled pursuant to this SFE if it claimed the payment; or
- (b) claimed a payment to which it is entitled pursuant to this SFE but the Board is unable to calculate the payment until after the payment is due to fall due because it does not have the information or computer software it needs in order to calculate that payment (all reasonable efforts to obtain the information, or make the calculation, having been undertaken),

that payment is (instead) to fall due at the end of the month during which the Board obtains the information or computer software it needs in order to calculate the payment.

Payments on account

25.6. Where the Board and the contractor agree (but the Board's agreement may be withdrawn where it is reasonable to do so and if it has given the contractor reasonable notice thereof), the Board must pay to a contractor on account any amount that is—

- (a) the amount of, or a reasonable approximation of the amount of, a payment that is due to fall due pursuant to this SFE; or
- (b) an agreed percentage of the amount of, or a reasonable approximation of the amount of, a payment that is due to fall due pursuant to this SFE,

and if that payment results in an overpayment in respect of the payment, paragraph 25.1 applies.

25.7. The Board will not be able to calculate the correct amount of GP providers' Seniority Payments during the financial year to which they relate because it will not be possible to calculate the correct value of the GP provider's Superannuable Income Fraction until—

- (a) the Average Adjusted Superannuable Income for that financial year has been established; and
- (b) the GP provider's pensionable earnings from all sources for that financial year, excluding—
 - (i) pensionable earnings which do not appear on that provider's certificate submitted to the Board in accordance with paragraph 26.10; and
 - (ii) any amount in respect of Seniority Payments,
 have been established.

25.8. If the Board cannot reach agreement with a contractor on a payment on account in respect of a Quarterly Seniority Payment pursuant to paragraph 26.6, it must nevertheless pay to the contractor on account a reasonable approximation for the Quarterly Seniority Payment, on or before the unrevised due date for payment of that payment (i.e. before it is revised in accordance with paragraph 25.5). If that payment results in an overpayment in respect of the Quarterly Seniority Payment, paragraph 25.1 applies.

Payments to or in respect of suspended doctors whose suspension ceases [Under review - the new Performers List Regulations.]

25.9. If the suspension of a GP from the medical performers list ceases, and a contractor is entitled to any payments in respect of that GP pursuant to this SFE and payment was made to the GP pursuant to a determination made under [regulation 13(17) of the Performers Lists Regulations] but the GP was not entitled to receive all or any part thereof, the amount to which the GP was not entitled may be set off, equitably, against any payment in respect of that GP pursuant to this SFE.

Effect on periodic payments of termination of a GMS contract

25.10. If a GMS contract under which a periodic payment is payable pursuant to this SFE is terminated before the date on which the payment falls due, a proportion of that payment is to fall due on that last day on which the contractor is under an obligation under its GMS contract to provide essential services. The amount of the periodic payment payable is to be adjusted by the fraction produced by dividing—

- (a) the number of days during the period in respect of which the payment is payable for which the contractor was under an obligation under its GMS contract to provide essential services; by
- (b) the total number of days in that period.

25.11. Paragraph 25.10 is without prejudice to any arrangements for the recovery of money paid under the GMS contract that is recoverable as a result of the contract terminating or any breach thereof.

Time limitation for claiming payments

25.12. Payments under this SFE are only payable if claimed within six years of the date on which they could first have been fallen due (albeit that the due date has changed pursuant to paragraph 25.5).

Dispute resolution procedures

25.13. Any dispute arising out of or in connection with this SFE between the Board and a contractor is to be resolved as a dispute arising out of or in connection with the contractor's GMS contract, i.e. in accordance with the NHS dispute resolution procedures or by the courts (see Part 7 of Schedule 6 to the 2004 Regulations).

25.14. The procedures require the contractor and the Board to make every reasonable effort to communicate and cooperate with each other with a view to resolving the dispute between themselves before referring it for determination. Either the contractor or the Board may, if it wishes to do so, invite the Local Medical Committee for the area in which the contractor provides primary medical services under the GMS contract to participate in these discussions.

Protocol in respect of locum cover payments [THIS PARAGRAPH UNDER REVIEW]

25.15. [Part 4 sets out a number of circumstances in which the Board is obliged to pay a maximum amount per week for locum cover in respect of an absent performer. However, even where the Board is not directed pursuant to this SFE to make payments in respect of such cover, it has powers to do so as a matter of discretion – and may also decide, as a matter of discretion, to make top-up payments in case where the maximum directed amount is payable.

25.16. As a supplementary measure, the Board is directed to adopt and keep up-to-date a protocol, which they must take all reasonable steps to agree with any relevant Local Medical Committee, setting out in reasonable details—

- (a) how they are likely to exercise their discretionary powers to make payments (including top-up payments) in respect of locum cover, having regard to the budgetary targets they have set for themselves, where they are not obliged to make such payments;
- (b) where they are obliged to make payments in respect of locum cover pursuant to Part 4, the circumstances in which they are likely to make payments in respect of locum cover of less than the maximum amount payable (for example where the locum cover is in respect of a part-time GP performer who normally works three days per week);
- (c) how they are likely to exercise their discretionary powers to make payments in respect of cover for absent GP performers which is provided by nurses or other health care professionals;
- (d) how they are likely to exercise their discretionary powers to make payments to a partner or shareholder in a contractor, or an employee of a contractor, who is providing locum cover for an absent GP performer who is also a partner or shareholder in, or an employee of, the contractor;
- (e) how they are likely to exercise their discretionary powers to make payments in respect of a GP performer who is on a long term sickness leave, where locum cover payments are no longer payable in respect of that performer under Section 10. In determining the amounts that may be appropriate in these circumstances, the expectation of the Department of Health is that they would not exceed the half rate payable in the second period of 26 weeks under paragraph 10.6(b), or the amount that would be payable under the NHS Pension Scheme Regulations if the performer retired on ground of permanent incapacity, whichever is the lower; and
- (f) where they are not obliged to make payment in respect of locum cover pursuant to Part 4, how they are likely to exercise their discretionary powers to make payments in respect of a sole practitioner who is absent for the purposes of attending an accredited postgraduate educational course, in circumstances where, because of the nature of the locality in which the contractor's premises are situated, locum cover arrangements (i.e. arrangements other than cover provided by a neighbouring practice) are essential to meet the needs of patients in that locality for primary medical services.

25.17. [Where the Board departs from that protocol in any individual case and refuses an application for funding in respect of locum cover, this must be duly justified to the unsuccessful applicant.]

Adjustment of Contractor Registered Populations

25.18. The starting point for the determination of a contractor's Contractor Registered Population is the number of patients recorded in the Exeter Registration System as being registered with the contractor, initially when its GMS contract takes effect and thereafter at the

start of each quarter, when a new number must be established. For the purposes of paragraph 25.19, the abolition of PCTs by section 34 of the Health and Social Care Act 2012 does not affect the continuing operation of that provision and paragraph 25.20 which, but for that abolition, would be capable of having effect after 31 March 2013.

25.19. However, in respect of any quarter, this number may be adjusted as follows—

- (a) if a contractor satisfies the Board that a patient who registered with it before the start of a quarter was not included in the number of patients recorded in the Exeter Registration System as being registered with it at the start of that quarter, and the Board received notification of a new registration within 48 hours of the start of that quarter, that patient—
 - (i) is to be treated as part of that contractor's Contractor Registered Population at the start of that quarter; and
 - (ii) if that patient was registered with another of the PCT's contractors at the start of that quarter, is not to be counted as part of that other contractor's Contractor Registered Population for that quarter;
- (b) if, included in the number of patients recorded in the Exeter Registration System as being registered with a contractor at the start of a quarter, there are patients who—
 - (i) transferred to another contractor in the quarter before the previous quarter (or earlier); but
 - (ii) notification of that fact was not received by the Board until after the second day of the previous quarter,

those patients are not treated as part of the contractor's Contractor Registered Population at the start of that quarter; or

- (c) if a patient is not recorded in the Exeter Registration System as being registered with a contractor at the start of a quarter, but that patient—
 - (i) had been removed from a contractor's patient list in error; and
 - (ii) was reinstated in the quarter before the previous quarter (or earlier),

that patient is to be treated as part of the contractor's Contractor Registered Population at the start of that quarter.

25.20. If a contractor wishes its Contractor Registration Population to be adjusted in accordance with paragraph 25.19, it must—

- (a) within 10 days of receiving from the Board a statement of its patient list size for a quarter, request in writing that the Board makes the adjustment; and
- (b) within 21 days of receiving that statement, provide the Board with the evidence upon which it wishes to rely in order to obtain the adjustment,

and the Board must seek to resolve the matter as soon as is practicable. If there is a dispute in connection with the adjustments, paragraphs 25.13 and 25.14 apply.

Section 26: SUPERANNUATION CONTRIBUTIONS

[The whole of section 26 is under review and will be amended to reflect Pension Scheme Regulations changes]

The Board's responsibilities in respect of contractors' employer's and employee's superannuation contributions

26.1. Employer's superannuation contributions in respect of GP Registrars – who are subject to separate funding arrangements from those in respect of other GP performers – are the responsibility of the Board, which act as their employer for superannuation purposes.

26.2. Under the NHS Pension Scheme Regulations, contractors continue to be responsible for paying the employer’s superannuation contributions of practice staff who are members of the NHS Pension Scheme, and for collecting and forwarding to the NHS Pensions Division which is part of the NHS Business Services Authority (NHSPD) both employer’s and employee’s superannuation contributions in respect of their practice staff. [Contractors are responsible, as the “employing authority” and are required to pay the Board both the employer’s and employee’s superannuation contributions for—

- (a) non-GP providers; and
- (b) GP performers who are not GP Registrars
who are members of the NHS Pension Scheme. The Board must thereafter forward these contributions to the NHSPD. The detail of all these arrangements is set out in the NHS Pension Scheme Regulations.

26.3. In this Section—

- (a) non-GP providers and GP performers who are not GP Registrars are together referred to as “Pension Scheme Contributors”; and
- (b) the “Board” is the “host Trust”, as defined in the NHS Pension Scheme Regulations(a).

26.4. The cost of paying Pension Scheme Contributors’ employer’s and employee’s superannuation contributions relating to the income of Pension Scheme Contributors which is derived from the revenue of a GMS contract has been or will be included in the national calculations of the levels of the payments in respect of services set out in this SFE. It is also to be assumed that—

- (a) any other arrangements that the contractor has entered into to provide services which give rise to pensionable earnings for the purposes of the NHS Pension Scheme Regulations will have included provision for all the payable superannuation contributions in respect of its Pension Scheme Contributors in the contract price; and
- (b) the payments from the Board to the contractor in respect of services under the GMS contract, together with the contract price of any other contract to provide services which gives rise to pensionable earnings for the purposes of the NHS Pension Scheme Regulations that the contractor has entered into, also cover the cost of any additional voluntary contributions that the Board is obliged to forward to the NHSPD or an Additional Voluntary Contributions Provider on the contract’s, or its Pension Scheme Contributors’ behalf.

26.5. Accordingly, the costs of paying the employer’s and employee’s superannuation contributions of a contractor’s Pension Scheme Contributors under the NHS Pensions Scheme in respect of their pensionable earnings from all sources – unless superannuated for the purposes of the NHS Pension Scheme elsewhere – are all to be deducted by the Board from any money the Board pays, pursuant to this SFE, to the contractor that is the employing authority of the Pension Scheme Contributor.

Monthly deduction in respect of superannuation contributions

26.6. The deductions are to be made in two stages. First, the Board, as part of the calculation of the net amount (as opposed to the gross amount) of a contractor’s payable GSMPs, deduct an amount that represents a reasonable approximation of a monthly proportion of—

- (a) the contractor’s liability in the financial year to which the Payable GSMPs relate in respect of the employer’s superannuation costs under the NHS Pension Scheme relating to any of the contractor’s Pension Scheme Contributors (i.e. a reasonable approximation in respect of their total NHS Pension Scheme pensionable earnings which are not superannuated elsewhere)—
 - (i) who are members of the NHS Pension Scheme;

(a) “Host Trust” is defined in regulation [A2 of the Pensions Scheme Regulations to be completed]

- (ii) [];
- (b) those Pension Scheme Contributors' related employee's superannuation contributions; and
- (c) any payable additional voluntary contributions in respect of those Pension Scheme Contributors.

26.7. Before determining the monthly amount to be deducted, the Board must take all reasonable steps to agree with the contractor what that amount should be, and it must duly justify to the contractor the amount that it does determine as the monthly deduction.

26.8. Superannuation contributions in respect of payments for specific purposes which are paid after the start of the financial year will, for practical reasons, need to be handled slightly differently. The Board and the contractor may agree that the payment is to be made net of any superannuation contributions that the Board is responsible for collecting on behalf of the NHSPD or an Additional Voluntary Contributions Provider. In the absence of such an agreement, the default position is that a reasonable proportion of the total amount of those contributions will need to be deducted from the remaining Payable GSMPs that are due to the contractor before the end of the financial year.

26.9. An amount equal to the monthly amount that the Board deducts must be remitted to the NHSPD and any relevant Money Purchase Additional Voluntary Contributions Providers no later than—

- (a) the 19th day of the month in respect of which the amount was deducted; or
- (b) in the case of Money Purchase Additional Voluntary Contributions, 7 days after an amount in respect of them is deducted pursuant to paragraph 26.6.

End-year adjustments

26.10. After the end of any financial year, the final amount of each Pension Scheme Contributor's superannuable income in respect of the financial year will need to be determined. For these purposes, the superannuable income of a Pension Scheme Contributor is the contractor's total pensionable earnings, as determined in accordance with the NHS Pension Scheme Regulations, which are not superannuated elsewhere.

26.11. As regards contractors that are partnerships, sole practitioners or companies limited by shares, it is a condition of all the payments payable pursuant to Parts 1 to 3 of this SFE – if any of the contractor's Pension Scheme Contributors are members of the NHS Pension Scheme – that the contractor ensures that its Pension Scheme Contributors (other than those who are neither members of the NHS Pension Scheme nor due Seniority Payments) prepare, sign and forward to the Board—

- (a) an accurately completed certificate, the General Medical Practitioner's Annual Certificate of Pensionable Profits, in the standard format provided nationally; and
- (b) no later than one month from the date on which the GP was required to submit the HM Revenue & Customs return on which the certificates must be based.

26.12. Seniority payments have to be separately identifiable in the certificate for the purposes of the calculation of Average Adjusted Superannuable Income, which is necessary for the determination of the amount of GP providers' Seniority payments. Seniority Payment figures in the certificates forwarded to the Boards will necessarily be provisional (unless they are submitted too late for the information they contain to be included in the national calculation of Average Adjusted Superannuable Income), but the forwarding of certificates must not be delayed simply because of this. Pension Scheme Contributors who are not members of the NHS Pension Scheme but in respect of whom a claim for a Quarterly Seniority Payment is to be made must nevertheless prepare, sign and forward the certificate to the Board so that the correct amount of their Seniority Payments may be determined.

26.13. Once a contractor's Pension Scheme Contributor's superannuable earnings in respect of a financial year have been agreed, the Board must—

- (a) if its deductions from the contractor's Payable GSMPs during that financial year relating to the superannuation contributions in respect of those earnings—
 - (i) did not cover the cost of all the employer's and employee's superannuation contribution that are payable by the contractor or the Pension Scheme Contributors in respect of those earnings—
 - (aa) deduct the amount outstanding from any payment payable to the contractor under its GMS contract pursuant to this SFE (and for all purposes the amount that is payable in respect of that payment is to be reduced accordingly); or
 - (bb) obtain payment (where no such deduction can be made) from the contractor of the amount outstanding, and it is a condition of the payments made pursuant to this SFE that a contractor that is an employing authority of a Pension Scheme Contributor must pay to the Board the amount outstanding; or
 - (ii) were in excess of the amount payable by the contractor and the Pension Scheme Contributor to the NHSPD or a relevant Money Purchase Additional Voluntary Contributions Provider in respect of those earnings, repay the excess amount to the contractor promptly (unless, in the case of an excess amount in respect of Money Purchase Additional Voluntary Contributions, the Contributor elects for that amount to be a further contribution and he is entitled to so elect); and
- (b) forward any outstanding employer's and employee's superannuation contributions due in respect of those earnings to the NHSPD or any relevant Additional Voluntary Contributions Provider (having regard to the payments it has already made on account in respect of those Pension Scheme Contributors for that financial year).

Locums

26.14. [under review – part of NHS Pensions Schemes amendments]

PART 7

Sections 27 and 28: TRANSITIONAL, REVOCATION AND SAVING PROVISIONS

[under review as amendments are made to SFE]

Transitional provisions

27.1. Any act or omission by or in relations to a PCT before 1st April 2013 under or in connection with a provision of the SFE 2004/2205 as in force on 31st March 2013 which has continuing effect after 31st March 2013 is, where appropriate, to be treated as an act or omission by or in relation to the Board.

27.2. In respect of Annex B—

- (a) any reference to a PCT in that Annex is a reference to a PCT which was established and subsisted on 31st March 2013; and
- (b) the abolition of a PCT by section 34 of the Health and Social Care Act 2012 does not affect the continuing operation of any provision of that Annex which but for the abolition would be capable of having effect after 31st March 2013;

- (c) any provision which has continuing operation after 31st March 2013 and which refer to a PCT or requires action by a PCT, is to be treated, so far as that provision falls to be applied to any act, omission occurring after that date, as if it referred to the Board.

Revocations and Savings

28.1. Subject to paragraph 28.2, the Directions cited as the Statement of Financial Entitlements 2004 signed on 30th March 2005 and the amendments to those Directions as specified in Annex J are revoked.

28.2. Notwithstanding the revocation provided for in paragraph 27.1, the Directions cited as the Statement of Financial Entitlements 2005 signed on 30th March 2004 and the amendments to those Directions as in force immediately before 1st April 2013—

- (a) continue to apply to the extent necessary in respect of the application of Annex B as provided for in paragraph 27.2;
- (b) [may be other provisions in body of SFE to be checked]; and
- (c) shall continue to apply to the extent necessary to assess any entitlement to payment or recovery of payment arising under the terms of GMS contract.

Annex A GLOSSARY

PART 1

Ref

ACRONYMNS

The following acronyms are used in this document:

CFMP – Correction Factor Monthly Payment

CPI – Contractor Population Index

CRP – Contractor Registered Population

CWP – Contractor Weighted Population

FCS – Flexible Careers Scheme

FYOIP – Five-Year-Olds Immunisation Payment

GMS – General Medical Services

GSE – Global Sum Equivalent

GSMP – Global Sum Monthly Payment

IAS – Improved Access Scheme Plan

IMTS – Information Management and Technology Scheme Plan

LMC – Local Medical Committee

MPIG – Minimum Practice Income Guarantee

NHS – National Health Service

[NHSPD – NHS Pensions Division which is part of the NHS Business Services Authority]

[PCT – Primary Care Trust]

[PPD – Prescription Pricing Division which is part of the NHS Business Services Authority]

QOF – Quality and Outcomes Framework

RS – Returner’s Scheme

[SHA – Strategic Health Authority]

TYOIP – Two-Year-Olds Immunisation Payment

PART 2

DEFINITIONS

[under review]

Unless the context otherwise requires, words and expressions used in this SFE and the 2004 Regulations bear the meaning they bear in the 2004 Regulations.

The following words and expressions used in this SFE have, unless the context otherwise requires, the following meanings—

“2006 Act” means the National Health Service Act 2006(a);

“2004 Order” means the General Medical Services Transitional and Consequential Provisions Order 2004(b);

“2004 Regulations” means the National Health Services (General Medical Services Contracts) Regulations 2004(c);

[“2005 SFE” means the Statement of Financial Entitlement made under section 87 of the 2006 Act and signed on 30th March 2005;]

“Achievement Payment” is to be construed in accordance with Section [6];

“Aspiration Payment” is to be construed in accordance with Section [5];

“Aspiration Points Total” is to be construed in accordance with paragraph [4.2(b) and 5.11];

“Additional Services”, in the context of the additional services domain, means the following services: cervical screening services, child health surveillance, maternity medical services and contraceptive services. In other contexts, it also includes: minor surgery, childhood immunizations and pre-school boosters, and vaccinations and immunisations];

“Additional or Out of Hours Services” means all the services listed in the definition of Additional Services above, together with out of hours services provided under arrangements made pursuant to regulation 30 of the 2004 Regulations(d);

“Adjusted Global Sum Equivalent” is to be construed in accordance with paragraphs [3.2 and 3.3];

“Adjusted Global Sum Monthly Payment” is to be construed in accordance with paragraph 2.5 and 2.10.

“Adjusted Practice Disease Factor” is to be construed in accordance with paragraph [6.5(a)] and Annex F;

“the Board” means the National Health Service Commissioning Board(e);

(a) 2006 c. 42. Relevant amendments are [to be completed]

(b)

(c) S.I.2004/291; relevant amendments are

(d) [amended by]

(e) The Board is established by section 1H of the 2006 Act as inserted by section 9 of the Health and Social Care Act 2012 (c.7).

“Board’s cut-off date for calculating quarterly payments” means the date in the final month of a quarter, determined by the Board, after which it is not in a position to accept new data in respect of payments to be made at the end of that quarter;

[“Childhood Immunisations and Pre-School Boosters” is to be construed as a reference to the Childhood Vaccines and Immunisations additional service referred to in the 2004 Regulation];

“Contractor” means a person entering into, or who has entered into, a GMS contract with the Board in accordance with section 84 of the 2006 Act;

“Contractor Population Index” is to be construed in accordance with paragraph 2.18.

“Contractor Registered Population”, in relation to a contractor, means – subject to any adjustment made in accordance with [paragraph 25.19] – the number of patients recorded in the Exeter Registration System as being registered with the contractor, initially when its GMS contract takes effect and thereafter at the start of each quarter, when a new number must be established;

“Contractor Weighted Population for the Quarter” is a figure set for each contractor arrived at by the Global Sum Allocation Formula in Part 1 of Annex B;

“Correction Factor Monthly Payment” is to be construed in accordance with paragraph [3.9].

“Default contract” means a contract entered into under article 13 of the 2004 Order;

“DES Directions” means the Primary Medical Services (Directed Enhanced Services) Directions 2013 signed on [2013];

“Dispensary Services Quality Payment” is to be construed in accordance with the provisions of Section [24];

“Dispensary Services Quality Scheme” is to be construed in accordance with the provisions of paragraph [24 and Annex H];

“Drug Tariff” has the same meaning as in regulation [89(1)] of the Pharmaceutical Regulations 2013];

“Employing authority” has the same meaning as in the [NHS Pension Scheme Regulations].

“Employed or engaged”, in relation to a medical practitioner’s relationship with a contractor, includes –

- (a) a sole practitioner who is the contractor;
- (b) a medical practitioner who is a partner in a contractor that is a partnership; and
- (c) medical practitioner who is a shareholder in a contractor that is a company limited by shares;

“Final Global sum Equivalent” is to be construed in accordance with [paragraph 3.4];

“financial year” means the period of 12 months commencing on 1st April and ending on 31st March;

“Full-time” means, in relation to a performer of primary medical services with a contract of employment, a contractual obligation to work for at least 37 ½ hours per normal working week. The hours total may be made up of surgeries, clinics, administrative work in connection with the performance of primary medical services, or management activities and other similar duties which enhance the performance of the contractor as a provider of primary medical services but do not directly relate to the performance of primary medical services;

“General Practitioner” means a medical practitioner whose name is included in the General Practitioner Register kept by the General Medical Council;

“Global Sum Equivalent” is to be construed in accordance with paragraph 3.2.

“GMS Contract” means a general medical services contract entered into in accordance with section 84(a) of the 2006 Act;

(a) [amended by]

“GMS contractor” means a contractor who provides primary medical services under a GMS contract;

“[GP performer” means a general practitioner—

- (a) whose name is included in the medical performers list kept and maintained by the Board; and
- (b) who performs primary medical services under a GMS contract, and who is—
 - (i) a contractor (i.e. a sole practitioner);
 - (ii) an employee of a contractor; or
 - (iii) an employee of a partner, or a shareholder, in a company limited by shares and that company is the contractor;

“GP provider” means a GP who is –

- (a) a contractor (ie a sole practitioner);
- (b) partner in a partnership that is a contractor: or
- (c) a shareholder in a company limited by shares and that company is the contractor;

[“GP registrar” has the same meaning as in Part 2 of the Performers Lists Regulations];

[“Historic Opt-Outs Adjustment” is to be construed in accordance with paragraphs 3.6 and 3.7;

“Initial Global Sum Equivalent” is to be construed in accordance with paragraphs 3.2 and 3.3.

“Initial Global Sum Monthly Payment” is to be construed in accordance with paragraphs [2.3 and 2.9.];

“London Adjustment” is to be construed in accordance with paragraph 2.3.

“Medical Practice Income Guarantee” is to be construed in accordance with paragraph 3.1.

[“Money Purchase Additional Voluntary Contributions Provider” means an insurance company providing what, for the purposes of the National Health Service Pension Scheme (Additional Voluntary Contributions) Regulations 2000(a), is a free-standing additional voluntary contributions scheme];

[“Money Purchase Additional Voluntary Contributions” means contributions to a Money Purchase Additional Voluntary Contributions Provider in respect of what, for the purposes of the National Health Service Pension Scheme (Additional Voluntary Contributions) Regulations 2000, is a free-standing additional voluntary contributions scheme;]

“Monthly Aspiration Payment” is to be construed in accordance with paragraph 5.7 and 5.12;

“NHS Pension Scheme Regulations” means **the National Health Service Pension Scheme Regulations 1995(a) and the National Health Service Pension Scheme Regulations 2008(b)**;

[“Non-GP provider “ has the same meaning as in the NHS Pension Scheme Regulations.]

[“Pandemic Influenza (H1N1) Vaccination Directions 2009” means the Primary Medical Services (Directed Enhanced Services – Pandemic Influenza (H1N1) Vaccination Scheme) and Statement of Financial Entitlements (Amendment) (No 6) Directions 2009;]

“Part-time” means, in relation to a performer of primary medical services with a contract of employment, a contractual obligation to work for less than 37 ½ hours per normal working week. The hours total may be made up of surgeries, clinics, administrative work in connection with the performance of primary medical services, or management activities and other similar duties which enhance the performance of the contractor as a provider of primary medical services but do not directly relate to the performance of primary medical services.

“Payable Global Sum Monthly Payment” is to be construed in accordance with paragraphs 2.6 and 2.11;

(a) 1995/ ; relevant amendments are
(b)

["PCT" means Primary Care Trusts established and which subsisted immediately before the coming into force of section 34 (abolition of Primary Care Trusts) of the Health and Social Care Act 2012;]

"Performers Lists Regulations" means the National Health Service (Performers Lists) Regulations 2013(a);

"Pharmaceutical Regulations 2013" means the National Health Service (Pharmaceutical Services) Regulations 2013(b);

["PMS agreement" means an agreement entered into in accordance with section 92 of the 2006 Act;

["PMS contractor" means a person who has entered into a PMS agreement;

"Provisional Unadjusted Achievement Payment" is to be construed in accordance with paragraphs [5.4 and 5.5];

"Quality and Outcomes Framework" is the framework reproduced at Annex D;

"Quality and Outcomes Framework Uprating Index" is to be construed in accordance with [paragraph 5.6];

["Quarter" means a quarter of the financial year and quarter period means [may need to amend section 9.6(a)];]

"Reckonable Service" is to be construed in accordance with [paragraph 13.3.]

["Red Book" means the Statement of Fees and Allowances under regulation 34 of the National Health Service (General Medical Services) Regulations 1992, as it had effect on 31st March 2004];

["SFE 2005" means the Statement of Financial Entitlements signed on 30th March 2005. duplication]

["SHA" means]

["Sole practitioner" means an individual GP performer who is also a GMS contractor;]

"Suspended", in relation to a GP performer, means suspended from the medical performers list;

"Target Population Factor is to be construed in accordance with paragraphs E3 and E4;

"Temporary Patients Adjustment" is to be construed in accordance with paragraph 2.4 and Annex C;

"Time Commitment Fraction" is the fraction produced by dividing a performer of primary medical services' actual working commitment by 37 ½ hours. The hours total may be made up of surgeries, clinics, administrative work in connection with the performance of primary medical services, or management activities and other similar duties which enhance the performance of the contractor as a provider of primary medical services but do not directly relate to the performance of primary medical services;

"Unadjusted Achievement Payment" is to be construed in accordance with paragraph [5.4]; and

"Uprating Percentage" is to be construed in accordance with paragraph [3.12].

(a) S.I. 2013/ to be completed.
(b) [to complete]

ANNEX B
GLOBAL SUM
PART 1
THE GLOBAL SUM ALLOCATION FORMULA

Introduction

B.1 The global sum will be allocated using the new Global Sum Allocation Formula. This formula aims to ensure that resources reflect more accurately the contractor’s workload and the unavoidable costs of delivering high quality care to the local population.

B.2 The new formula consists of the following components—

- (a) an adjustment for the age and sex structure of the population;
- (b) an adjustment for the additional needs of the population, relating to morbidity and mortality;
- (c) an adjustment for list turnover;
- (d) a nursing and residential homes index; and
- (e) adjustments for the unavoidable costs of delivering services to the population, including a Market Forces Factor and reality index.

Age and sex adjustment

B.3 The analysis supporting the new formula estimates the relative workload, weighted by staff input cost, of providing general medical services to males and females of a number of age groups. The table below, based on analysis of the General Practice Research Database, shows these indices (expressed relative to a male patient aged 5-14), including an adjustment for the higher workload of treating patients through home visits.

Table C1: Age-sex workload indices (males aged 5-14=1)

	0-4	5-14	15-44	45-64	65-74	75-84	85+
Male	3.97	1	1.02	2.15	4.19	5.81	6.27
Female	3.64	1.04	2.19	3.36	4.9	6.56	6.72

B.4 Therefore, each male patient on a contractor’s list aged over 85 will attract 6.27 times the resources for a male patient aged 5-14.

Nursing and Residential Homes

B.5 Patients in nursing and residential homes generate more workload than patients with otherwise similar characteristics who are not in homes. A factor of 1.43 is applied in respect of each patient in a nursing or residential homes.

Needs adjustment

B.6. As well as the impact on contractors’ workload generated by differing age and sex groups, the effect of indicators of mortality and morbidity on consultation frequency has been estimated, using the Health and Survey for England.

B.7. Of all the variables tested by the supporting analysis, Standardised Limited Long-Standing Illness (SLLI) and the Standardised Mortality Ratio for those aged under 65 (SMR<65) were found to be best at explaining variations in workload.

B.8. The Global Sum Allocation Formula relates these variables to workload by the following formula—

Practice list $*(48.1198 + (0.26115 *SLLI) + (0.23676 * SMR<65))$.

In this formula, as in all other formulae in this Annex B, the symbol “*” is used as the sign for multiplication.

List turnover adjustment

B.9. Areas with high list turnover often have higher workload, as patients in their first year of registration in a practice tend to have more consultations than other patients.

B.10. Analysis of the workload implications revealed 40 to 50% more workload, as measured by aggregate consultation times, within the first year of registration. An average uplift factor, of 1.46, will be applied through the formula in respect of all new registrants in their first year of registration.

Unavoidable costs adjustment

B.11. Contractors are also likely to face differing costs of delivering primary care, particularly caused by geographic location. The global sum allocation formula reflects these costs through an explicit adjustment for ‘market forces’ and rurality. There is also an ‘off-formula’ adjustment for contractors whose qualify for the London adjustment.

Staff Market Forces

B.12. The staff Market Forces Factor has been informed by analysis of the New Earnings Survey, and reflects the geographical variation in contractors’ staff costs. The estimation methodology is the same as that used for general NHS allocations.

B.13. This element of the formula has been given a weighting of 48%, as this is the average proportion of the global sum accounted for by staff expenses.

Rurality

B.14. The cost of delivering services is likely to be affected by the rurality of the area the practice serves. Two measures designed to reflect rurality were used—

- (a) population density (as measured by persons per hectare in the wards from which a contractor draws its patients); and
- (b) population dispersion (as measured by the average distance from patients to practice). If a practice has more than one surgery, the average distance is assessed from the practice’s principal surgery, which is defined as the surgery which the greatest number of the practice’s patients could reasonably be expected to attend.

B.15. Using analysis of the HM Revenue & Customs information on GP expenses, rurality is linked to cost through the following adjustment to the formula—

Practice List $*average\ distance^{0.05} * population\ density^{-0.06}$

B.16. This adjustment is applied only to the expenses element of GMS expenditure, and therefore given an overall weighting of 58%.

Normalising the adjustments

B.17. At each stage of the calculation, the weighted practice populations are normalized (scaled back) to the PCT normalized weighted population. This is done so that the impact of each of the adjustments is equal, and ensures that one adjustment does not dominate the others.

B.18. Using the age and sex adjustment as an example, the formula for normalising weighted practice populations, for the specific Global Sum Allocation Formula adjustments, is as follows:

age and sex weighted practice population

• PCT normalized weighted population

B.19. The PCT normalized weighted population used above is the PCT's registered population for the current quarter multiplied by its latest Quarterly PCT Normalising Index. The Quarterly PCT Normalising Index is a quarterly updated index derived by the Exeter System from the data used in the previous quarter's Global Sum Allocation Formula. Scaling back to this population ensures that the needs and costs of the PCT's population, relative to the PCT's in the country, are reflected in its practices' global sum payments.

B.20. The other five weighted practice populations produced by the other adjustments in the Global Sum Allocation formula are normalized in the same manner as outlined in B.18.

B.21. The normalised weighted practice populations for each adjustment are then divided by the practice's normalized list size to generate a practice index for each adjustment used in the Global Sum Allocation Formula. The formula for calculating the practice's normalized list size is as follows—

$$\text{Practice normalized list size} = \text{CRP} * \text{Quarterly PCT Normalising Index}$$

B.22. Using the age and sex adjustment as an example, the formula for then calculating the practice index for each adjustment is as follows—

$$\frac{\text{Practice age and sex index} * \text{Normalised age and sex weighted practice population}}{\text{Practice normalised list size}}$$

B.23. Indices are produced for each of the other five adjustments in the Global Sum Allocation Formula in the same manner as outlined in B.22.

Combining the adjustments

B.24 Each of the six indices are then applied simultaneously to the practice's normalised list size to calculate the overall weighted practice, as follows—

$$\begin{aligned} \text{Overall weighted practice population} = \\ \text{Practice normalised list size} * \text{age and sex index} * \text{nursing and residential homes index} * \\ \text{additional needs index} * \text{MFF index} * \text{rurality index} \end{aligned}$$

B.25. This overall weighted practice population is then normalised to the national registered population to calculate the Contractor Weighted Population for the Quarter as follows—

$$\frac{\text{Contractors Weighted Population} * \text{PCT normalised weighted population}}{\text{sum of PCT overall weighted practice populations}}$$

PART 2

Vaccines and Immunisations

CHAPTER 1

Introduction

B.26 This Part of Annex B sets out types of vaccines and immunisations and the circumstances in which Contractors are to offer and give such vaccines and immunisations.

CHAPTER 2
VACCINES AND IMMUNISATIONS WHICH ARE NOT
REQUIRED FOR THE PURPOSE OF FOREIGN TRAVEL

General

B.27 Contractors are to offer immunisations in respect of the diseases listed in column 1 of Table 1 (whether or not there is any localised outbreak of any of the diseases mentioned in Chapter 4) to persons who do not intend to travel abroad and provide such immunisations in the circumstances set out in column 2 of that Table.

B.28 Contractors who offer and provide immunisations referred to in Table 1 as part of the Additional Services must have regard to the guidance and information on vaccines and immunisations procedures set out in “Immunisation against infectious diseases – The Green Book(a) which is published by the Department of Health.

Table 1

<i>VACCINES AND IMMUNISATION IN RESPECT OF DISEASES</i>	<i>CIRCUMSTANCES IN WHICH VACCINES OR IMMUNISATION IS TO BE OFFERED AND GIVEN</i>
1. Anthrax	Four doses of the vaccine (plus an annual reinforcing dose) are to be offered to persons who are exposed to an identifiable risk of contracting anthrax. Those who are exposed to an identifiable risk will mainly be those persons who come into contact with imported animal products that could be contaminated with anthrax.
2. Diphtheria, Tetanus and Polio (DtaP/IPV/Hib:DtaP/IPV;dTaP/IPV: Td/IPV)	(a) Children under the age of 6 years are to be offered immunization in accordance with the Childhood Immunisations Scheme (as referred to in Section 11). (b) Persons who are aged 6 years or over who have not had the full course of immunisation or whose immunisation history is unknown are to be offered, either— (i) a primary course of three doses plus two reinforcing doses plus two reinforcing doses at suitable time intervals; or (ii) as many doses as required to ensure that a full five does schedule has been administered, whichever is clinically appropriate.
3. Hepatitis A	(a) A course of immunisation is to be offered to persons who are resident— (i) in residential care; or (ii) in an educational establishment, who risk exposure to infection and for whom immunisation is recommended by the local Director of Public Health.

(a) A hard copy of this publication is provided by the Department of Health to all health care professionals and is also published on **Error! Hyperlink reference not valid.** Updates are published and can be found on the website.

(b) The number of doses of vaccine (either two or three) required will be dependent upon the chosen vaccine and should be sufficient to provide satisfactory long-term protection against the disease.

4. Measles, Mumps and Rubella (MMR)

(a) Children under the age of 6 years are to be offered immunisation in accordance with the Childhood Immunisations in accordance with the Childhood Immunisations Scheme (as referred to in Section 11 and Annex I).

(b) Children are to be offered a second dose given under the Childhood Immunisations Scheme prior to their sixth birthday.

(c) Persons who have attained the age of 6 years but not the age of 16 years who have not received two doses of the MMR vaccine or whose immunisation history is incomplete or unknown are to be offered one or two doses (whichever is clinically appropriate), to ensure that he completes the two-dose schedule necessary to offer satisfactory protection against measles, mumps and rubella has been administered.

(d) Women who may become, but are not, pregnant and are sero-negative are to be offered, one or two doses (whichever is clinically appropriate) to ensure that the complete two-dose schedule necessary to offer satisfactory protection against measles, mumps and rubella has been administered.

(e) male staff working in ante-natal clinics who are sero-negative are to be offered one or two doses (whichever is clinically appropriate) to ensure that the complete two-dose schedule necessary to offer satisfactory protection against measles, mumps and rubella has been administered.

5. Meningococcal Group C

(a) Children under the age of 6 years are to be offered immunisation in accordance with the Childhood Immunisations Scheme (as referred to in Section 8) and offered the pneumococcal and Hib/MenC booster vaccine in accordance with Section 13.

(b) Persons who have attained the age of 6 years but not the age of 25 years who have not previously been immunized with conjugate meningococcal C vaccine, or whose immunisation history is incomplete or unknown, are to be offered one dose of conjugate meningococcal C vaccine.

6. Paratyphoid	No vaccine currently exists for the immunisation of paratyphoid(a).
7. Rabies (pre-exposure)	<p>(a) Three doses of Rabies vaccine are to be offered to the following persons–</p> <p>(i) laboratory workers handling rabies virus;</p> <p>(ii) bat-handlers;</p> <p>(iii) persons who regularly handle imported animals, for example, those–</p> <p>(aa) at animal quarantine stations;</p> <p>(bb) at zoos;</p> <p>(cc) at animal research centres and acclimatization centres;</p> <p>(dd) at ports where contact with imported animals occurs and this may include certain HM Revenue and Custom Officers;</p> <p>(ee) persons carrying agents of imported animals; and</p> <p>(ff) who are veterinary or technical staff in animal health.</p> <p>(iv) animal control and wildlife workers who regularly travel in rabies enzootic areas; and</p> <p>(v) health workers who are at risk of direct exposure to body fluids or tissue from a patient with confirmed or probable rabies.</p> <p>(b) reinforcing doses are to be provided at recommended intervals to those at continuing risk (a).</p>
8. Smallpox (b)	The smallpox vaccine exists but is not available to Contractors.
9. Typhoid	(a) a course of typhoid vaccine is to be offered to the following persons(b)

CHAPTER 3

VACCINES AND IMMUNISATIONS REQUIRED FOR THE PURPOSES OF FOREIGN TRAVEL

B.29 Immunisations in respect of the diseases listed in column 1 of Table 2 must only be offered in the case of a person who intends to travel abroad, and if the offer is accepted, given in the circumstances set out in column 2 of the Table.

B.29 Contractors who offer and provide immunisations referred to in Table 2 as part of the Additional Services must have regard to–

- (a) No vaccine is currently available for paratyphoid. Should a vaccine subsequently become available a review of this table would be considered and consultation on any proposed amendments to this Table would be required in accordance with section 87 of the National Health Service Act 2006.
- (b) (a) See 'Immunisation against infectious diseases – The Green Book'. (b) Routine vaccination is not appropriate and no vaccine is available for use in general practice. Should it become appropriate to vaccinate, a review of the Table would be considered and consultation on any proposed amendments to this Table would be required in accordance with section 87 of the National Health Service Act 2006.

- (a) The guidance and information on vaccines and immunisations procedures set out in “Immunisation against infectious diseases – The Green Book”; and
- (b) The information on travel medicine and travel health issues provided and published by the National Travel Health Network and Centre (a).

Table 2

<i>VACCINES AND IMMUNISATIONS IN RESPECT OF DISEASES</i>	<i>CIRCUMSTANCES IN WHICH VACCINES OR IMMUNISATION IS TO BE OFFERED AND GIVEN</i>
1. Cholera	<p>(a) A course of immunization is to be offered to persons travelling–</p> <p>(i) to an area where they may risk exposure to infections as a consequence of being in that area: or</p> <p>(ii) to the country where it is a condition of entry to that country that persons have been immunised.</p> <p>(b) The appropriate course of immunisation is dependent on age and will consist of an initial course and a subsequent reinforcing course of immunisation. If more than two years have elapsed since the last course of immunisation, a new course of immunisation should be commenced.</p>
2. Hepatitis A	<p>(a) A course of immunisation is to be offered to persons travelling to areas where the degree of exposure to infections is believed to be high</p> <p>(b) Persons who may be at a higher risk of infection include those who(a)–</p> <p>(i) intend to reside in an area for at least three months and may be exposed to Hepatitis A during that period; or (ii) if exposed to Hepatitis A, may be less resistant to infection because of a pre-existing disease or condition or who are at risk of developing medical complications from exposure.</p> <p>(b) The number of doses (either two or three) of the vaccine required will be dependent upon the chosen vaccine and should be sufficient to provide satisfactory long-term protection against the disease.</p>
3. Paratyphoid (a)	No vaccine currently exists for immunisation of paratyphoid.

(a) No vaccine is currently available for paratyphoid. Should a vaccine subsequently become available a review of this Table would be considered and consultation to any proposed amendments to this Table would be required in accordance with section 87 of the National Health Service Act 2006. (b) Routine vaccination is not appropriate and no vaccine is available for use in general practice. Should it become appropriate to vaccinate, a review of the Table would be considered and consultation

(a) The National Travel Health Network and Centre was created by the Department of Health in 2002 and is now commissioned by the Health Protection Agency to promote clinical standards in travel medicine with the objective of protecting the health of those persons travelling abroad. Travel health advice including clinical updates, specific country and general health information relating to travel is provided and published for health professionals including Genreal Practitions on [www. Nathnac.org](http://www.Nathnac.org). (b) See up to date details of travel information on **Error! Hyperlink reference not valid.**

4. Poliomyelitis

(a) A course of immunisation (using an age appropriate combine vaccine) is to be offered to persons travelling–

(i) to an area where they may risk exposure to infection as a consequence of being in that area; or

(ii) to a country where it is a condition of entry to that country that persons have been immunised. (b) Children under the age of 6 years are to be offered immunisation in accordance with the Childhood Immunisations Scheme (as referred to Section X).

(c) Persons aged 6 years and over who have not had the full course of immunisation or whose immunisations history is incomplete or unknown are to be offered, either– (i) a primary course of three doses plus two reinforcing doses at suitable time intervals; or (ii) as many doses as required to ensure that a full five dose schedule has been administered, whichever is clinically appropriate.

The smallpox vaccine exists but is not available to Contractors.

5. Smallpox(a)(b)

(a) A course of typhoid vaccine is to be offered to persons travelling–

(i) to an aea where they may risk exposure to infection as a consequence of being in that area; or

(ii) to a country where it is a condition of entry to that country that persons have been immunised.

(b) The number of doses (including reinforcing doses) required will be dependent on the chosen vaccine and is to be offered so as to provide satisfactory protection against the disease.

6. Typhoid

CHAPTER 4

VACCINES AND IMMUNISATIONS WHICH ARE REQUIRED IN THE CASE OF A LOCALISED OUTBREAK

B.29 In the event of a localised outbreak of any of the diseases listed in [**MARK** - paragraph B.30, [**DQ what is to happen post April 3013?** the Board must consider its response to that localised outbreak and contractors must offer and provide immunisations in accordance with [**DQ what will happen? What is the policy?** any directions givenresponse to the outbreak, and those directions may make recommendations as to additional categories of persons who should be offered immunisation.

B.30 The diseases referred to in paragraph B.29 are–

- (a) Anthrax;
- (b) Diptheria;

(a)

- (c) Meningococcal Group C;
- (d) Poliomyelitis;
- (e) Rabies;
- (f) Tetanus; and
- (g) Typhoid

B.31 Contractors who offer and provide immunisations in respect of the diseases mentioned in paragraph B.30 as part of the Additional Services must have regard to the guidance and information on vaccines and immunisations procedures set out in “Immunisation against infectious diseases – The Green Book (a)” which is published by the Department of Health.

B.32 Contractors who offer immunisation in the circumstances set out in paragraph B.29, are not required, by virtue of this Annex, to carry out a contact tracing or trace back exercise.

ANNEX C

TEMPORARY PATIENTS ADJUSTMENT

C.1 The need for this arises because of the contractors’ obligations to provide emergency treatment to people who are not registered with their practice and to provide treatment to temporary residents. The Temporary Patients Adjustment will be calculated as follows.

C.2 All contractors are to receive a payment for unregistered patients as an element in their global sum allocation.

C.3 In the case of a contractor in respect of which a Temporary Patients Adjustment was calculated for the financial year prior to the current financial year in respect of which a calculation needs to be made, the Temporary Patients Adjustment for the current financial year will be the same amount as was calculated for the previous financial year.

C.4 However, there may be exceptional cases where a calculation pursuant to paragraph C.3 produces an amount that is clearly inappropriate as the basis for a payment in the financial year to which the payment relates. This may occur, for example, where the practice has face a significant increase or decrease in the numbers of unregistered patients requiring treatment from it. In these cases, the Board is instead to determine for the contractor, as the basis for its Temporary Patients Adjustment, a reasonable annual amount which is an appropriate rate for the area where the practice is located. Before making such a determination, the Board must discuss the matter with the contractor.

C.5 In the case of a contractor in respect of which no Temporary Patients Adjustment was calculated for the financial year prior to the current financial year in respect of which a calculation needs to be made, the Board is instead to determine for the contractor, as the basis for its Temporary Patients Adjustment for the current financial year, a reasonable annual amount which is an appropriate rate for the area where the practice is located. Before making such a determination, the Board must discuss the matter with the contractor.

C.6 The amount calculated in accordance with paragraph C.3 to C.5 is the annual amount of the contractor’s Temporary Patients Adjustment, which is the amount to be included in its Initial GSMP calculation.

C.7 Once a Temporary Patients Adjustment has been determined, it remains unchanged for the financial year to which the determination relates.

a A hard copy of this publication is provided by the Department of Health to all health care professionals and is also published on **Error! Hyperlink reference not valid.**

ANNEX D [separate document]

QUALITY AND OUTCOME FRAMEWORK

SECTION 1[background, explanation, rationale, interpretation provisions for annex D]

General

D.1 The Quality and Outcomes Framework (QOF) rewards contractors for the provision of quality care and helps to standardise improvements in the delivery of primary medical services. Contractor participation in QOF is voluntary.

D.2 [The percentages for the achievement threshold levels for the 20 indicators relevant for the year commencing on 1st April 2013 and ending on 31st March 2014 are set out in this Annex].

Interpretation of terms used in Annex D

D.3 [In this Annex, words and expressions have the following meanings—

- (a) “excepted patients” means persons who fall within the description of patient in paragraph [D.11] (exception reporting);
- (b) “exclusions” means person who fall within the description of patient in paragraph [D.10];
- (c) “financial year” means the period of 12 months commencing on 1st April and ending on 31st March, and a reference to a “relevant financial year” is to be construed as follows—
 - (i) subject to paragraph (ii), “relevant financial year” means the specific financial year during which, for the purposes of establishing achievement payments—
 - (aa) the target is achieved;
 - (bb) the event occurs; or
 - (cc) the prescribing record is made,and so, [in respect of establishing payments for a financial year, for example the financial year beginning on 1st April 2013 and ending on 31st March 2014, a reference in this Annex to “relevant financial year” relating to patients—
 - (aa) with a new diagnosis of depression means patients diagnosed with a new diagnosis during the period commencing on 1st April and ending on 31st March 2014;
 - (bb) a new diagnosis recorded in the preceding 15 months including the relevant financial year, means patients who are recorded with a new diagnosis in the 15 month period ending on 31st March 2014].
 - (ii) in the case of a contract that comes to an end before the 31st March in any relevant financial year, [under review].....]

Indicators: general

D.4 For the purposes of calculating achievement payments, contractor achievement against QOF indicators is measured—

- (a) on the last day of the relevant financial year (31st March); or
- (b) in the case where the contract terminates mid-year, [on the last day on which the contract subsists.]

For example, for payments relating to the financial year 1st April 2013 to 31st March 2014, unless the contract terminates mid-year, achievement is measured on 31st March 2014.

[example of mid year case]

Disease registers

D.5 An important feature of the QOF is the establishment of disease registers. These are lists of patients registered with the contractor who have been diagnosed with the disease or risk factor described in the register indicator. While it is recognised that these may not be completely accurate, it is the responsibility of the contractor to demonstrate that it has systems in place to maintain a high-quality register. Verification may involve asking how the register is constructed and maintained. The Board may compare the reported prevalence with the expected prevalence and ask contractors to explain any reasons for variations.

D.6 For some indicators, there is no disease register, but instead there is a target population group. For example, for cervical screening the target population group is women who have attained the age of 25 years or over and who have not attained the age of 66 years. Indicators in the Clinical and Public Health Domain are arranged in terms of clinical areas. Most of these areas either relate to a register or to a target population group.

D.7. [Some areas in the clinical domain and the public health domain do not have a register indicator, or there may be more than one register to calculate the Adjusted Practice Disease Factor for different indicators within the area. For all relevant areas, the target population used to calculate the Adjusted Practice Disease Factor are set out in the summary of indicators.]

D.8 [Indicators in the Patient Experience Domains have neither a disease register nor a target population. These are indicators which require a particular activity to be carried out and where the points available are awarded in full if it is carried out or not at all if it is not carried out.]

Exception reporting

D.9 Exception reporting applies to those indicators in any domain of the QOF where the achievement is determined by the percentage of patients receiving the specified level of care (fraction indicators).

D.10 Some indicators refer to a sub-set of patients on the relevant disease register, or in the target population group. Patients who are on the disease register or target group, but not included in an indicator denominator for the clinical area concerned for definitional reasons are called “exclusions”.

D.11 “Exceptions” relate to **registered** patients who are in the relevant disease register or target group and would ordinarily be included in the indicator denominator, but who are excepted by the contractor on the basis of one or more of the exception criteria set out below. Patients are removed from the denominator if they have been excepted and also the care specified in the indicators has not been carried out. If the patient has been excepted but subsequently the care has been carried out in the relevant time period the patient will be included in both the denominator and the numerator.

D.12 Patients may be excepted if they meet the following criteria for exception reporting—

- (a) patients who have been recorded as refusing to attend review who have been invited on at least three occasions during the relevant financial year;
- (b) patients for whom it is not appropriate to review the chronic disease parameters due to particular circumstances, for example, a patient who has a terminal illness or is extremely frail;
- (c) patients newly diagnosed or who have recently registered with the contractor who should have measurements made within three months and delivery of clinical standards within nine months e.g. blood pressure or cholesterol measurements within target levels;
- (d) patients who are on maximum tolerated doses of medication whose levels remain sub-optimal;
- (e) patients for whom prescribing a medication is not clinically appropriate e.g. those who have an allergy, contraindication or have experienced an adverse reaction;
- (f) where a patient has not tolerated medication;

- (g) where a patient does not agree to investigation or treatment (informed dissent) and this has been recorded in their medical records following a discussion with the patient;
- (h) where the patient has a supervening condition which makes treatment of their condition inappropriate e.g. cholesterol reduction where the patient has liver disease; or
- (i) where an investigative service or secondary care service is unavailable.

D.13 In the case of exception reporting on criteria (a) and (b) these patients are removed from the denominator for all indicators in that disease area where the care has not been delivered. For example, in a contractor with 100 patients on the Coronary Heart Disease (CHD) disease register, in which four patients have been recalled for follow-up on three occasions but have not attended and one patient has become terminally ill with metastatic breast carcinoma during the year, the denominator for reporting would be 95. However, all 100 patients with CHD would be included in the calculation of contractor prevalence. This would apply to all relevant indicators in the CHD set.

D.14 In addition, contractors may exception report patients from single indicators if they meet criteria in D12.(c)-(i), for example a patient who has heart failure due to left ventricular dysfunction (LVD) but who is intolerant of angiotensin receptor converting enzyme inhibitors (ACE inhibitors) and angiotensin receptor blocker (ARB) could be exception reported from Heart Failure (HF) indicator HF003. This would result in the patient being removed from the denominator for that indicator only.

D.15 Contractors should report the number of exceptions for each indicator set and individual indicator. Contractors will not be expected to report why individual patients were exception reported. However, contractors may be called on to explain why they have excepted patients from an indicator and this should be identifiable in the clinical record.

Additional guidance on exception reporting can be found at the following location:

[www.pcc.nhs.uk/uploads/QOF/october 06/gof212 exception reporting guidance final.pdf](http://www.pcc.nhs.uk/uploads/QOF/october%2006/gof212%20exception%20reporting%20guidance%20final.pdf)

Verification

D.16 The contractor must ensure that it is able to provide any information that the Board may reasonably request of it to demonstrate that it is entitled to each achievement point to which it says it is entitled, and the contractor must make that information available to the Board on request. In verifying that an indicator has been achieved and information correctly recorded, the Board may choose to inspect the output from a computer search that has been used to provide information on the indicator, or a sample of patient records relevant to the indicator.

D.17 Patients are considered to be “currently treated” with a specified medicine if they have had a prescription for that medicine within the preceding six months (i.e. where achievement is verified on the last day of the financial year, within the last six months of the financial year).

SECTIONS 2 TO 6 ARE SENT AS A SEPARATE DOCUMENT

SECTION 2 [Summary of indicators]

SECTION 3 [clinical domain]

SECTION 4 [patient experience domain]

SECTION 5 [public health domain including the additional services sub-domain]

SECTION 6 [quality and productivity domain]

ANNEX E

CALCULATION OF THE ADDITIONAL SERVICES SUB-DOMAIN OF THE PUBLIC HEALTH DOMAIN ACHIEVEMENT POINTS

CALULATION OF THE SUB-DOMAIN ADDITIONAL SERVICES

Achievement points

E.1 The additional services indicators do not apply to all of the contractor's registered population. Assessment of achievement is carried out in relation to particular target populations. The relevant target populations are—

<i>Additional services</i>	<i>Target Population</i>
Cervical screening services	females who have attained the age of 25 years but not yet attained the age of 65 years
Child health surveillance	children who have attained the age of 5 years or who are under that age
Maternity medical services	females who have attained the age of 54 years or who are under that age
Contraceptive services	females who have attained the age of 54 years or who are under that age

E.2 For example, to meet the requirements of the child health surveillance indicator, child health development checks will only need to be offered to the practice's registered population of children aged 0 to 5 years.

E.3 For each of the additional services mentioned in paragraph E.1, a Target Population Factor is to be calculated as follows—

- (j) first the number of patients registered with the contractor in the relevant target population at the relevant date (A) is to be divided by the contractor's CRP at the relevant date (B);
- (k) then the average number of patients registered with all contractors in England in the relevant target population at the relevant date (C) is to be divided by the average CRP for England (according to the Exeter Registration System) at the relevant date (D); and
- (l) the number produced by the calculation in paragraph (a) is then to be divided by the number produced by the calculation in paragraph (b) to produce the Target Population Factor for the additional service in question.

E.4. For the purposes of paragraph E.3, the "relevant date" is the date in respect of which the value of the contractor's CPI that is being used to calculate its Achievement Payment is established. Generally this is the start of the final quarter of the financial year to which the Achievement Payment relates, but see [paragraph 6.6.]

E.5 The Target Population Factor for the additional service is to be multiplied by [£XX] and by the Achievement Points obtained in respect of the additional service (E) to produce the cash total in respect of the additional service (F).

E.6 This calculation could be expressed as –

$$\frac{(A \div B) \times \text{£}[XX] \times E}{(C \div D)} = F$$

E.7 If the contractor has not been under an obligation to provide an additional service for any period during the financial year to which the Achievement Payment relates, the adjusted total for that particular additional service is to be further adjusted by the fraction produced by dividing—

- the number of days in the financial year during which its GMS contract effect and the contractor was under no obligation to provide the additional service; by
- the number of days in the financial year during which the contract had effect.

E.8 The resulting cash amounts, in respect of each additional services, are then to be added together for the total amount in respect of the additional services domain.

ANNEX F

ADJUSTED PRACTICE DISEASE FACTOR CALCULATIONS

ADJUSTED PRACTICE DISEASE FACTOR

Calculations

F.1 The calculation involves three steps—

- (a) the calculation of the contractor's Raw Practice Disease Prevalence. There will be a Raw Practice Disease Prevalence in [respect of each disease area] (other than the area relating to palliative care) for which the contractor is seeking to obtain Achievement Points;
- (b) making an adjustment to give an Adjusted Practice Disease Factor; and
- (c) applying the factor to the pounds per point figure for each disease area (other than the area relating to palliative care).

F.2 These three steps are explained below.

F.3 The Raw Practice Disease Prevalence is calculated by dividing the number of patients on the relevant disease register at 31st March in the financial year to which the Achievement Payment relates by the contractor's CRP for the relevant date. For these purposes, the "relevant date" is the date in respect of which the value of the contractor's CPI that is being used to calculate its Achievement Payment is established. Generally this is the start of the final quarter of the financial year to which to Achievement Payment relates, but see **paragraph 6.6** (calculation of Achievement Payments).

F.4. The Adjusted Practice Disease Factor is calculated by—

- (a) calculating the national range of Raw Practice Disease Prevalence's in England (the Board must use the national range established annually through the Quality and Outcome Framework Management and Analysis System (QMAS));
- (b) re-basing the contractor figures around the new national English mean (available at the end of each month) to give the Adjusted Practice Disease Factor (APDF). For example, an APDF of 1.2 indicates a 20% greater prevalence than the mean, in the adjusted distribution. The re-basing ensures that in the relevant year, the average contractor (that is a contractor with an APDF of 1.00) would receive, after adjustment, an amount per point equal to the amount specified in paragraph 6.6 of this SFE as in force on the 1st April in that relevant year;
- (c) thus, adjusting via the factor the contractor's average pounds per point for each disease, rather than the contractor's points score. For example, a contractor with an APDF of 1.2 for CHD in the period commencing on 1st April 2011 and ending on 31st March 2012 would receive £[XX] per point scored on the CHD indicators.

F.4 "Relevant year" in paragraph F.4.1(b) means the financial year to which the calculation of Achievement Payments relates.

F.5 As a result of the calculation in F.1, each contractor will have a different 'pounds per point' figure for each disease area with a disease register (other than the area relating to palliative care), and it will then be possible to use these figures to calculate a cash total in relation to the points scored [for each disease area] (other than the area relating to palliative care, smoking indicators 001, 003 and 004 or BP001).

F.6 This national prevalence figure and range of practice prevalence will be calculated on an England-only basis.

F.7 If the contractor's GMS contract terminates before 1st January in the financial year to which the Achievement Payment relates the Adjusted Practice Disease Factor to be used in calculating the contractor's Achievement Payment should be the Adjusted Practice Disease Factor calculated for the contractor for the previous financial year.

F.8 If the contractor did not have an Adjusted Practice Disease Factor calculation for the previous financial year, then no Adjusted Practice Disease Factor should be used in calculating the contractor's Achievement Payment for that year.

F.9 If the contractor's GMS contract terminates during a financial year—

- (a) [the CRP to be used to calculate the Raw Practice Disease Prevalence is the CRP on 1st January; and
- (b) the number of patients on the disease register is to be taken to be the number of patients on the register on the date nearest to the date on which the contract ends and on which there can be a calculation.]

ANNEX G

DISPENSING PAYMENTS

PART 1

DISCOUNT SCALE

<i>Total basic price per month of the prescriptions submitted by the contractor - £ bandwidth</i>	<i>New discount rate (%)</i>
1-2000	3.17
2001 – 4000	5.93
4001 – 6000	7.21
6001 – 8000	8.06
8001 – 10 000	8.68
10 001 – 12 000	9.19
12 001 – 14 000	9.60
14 001 – 16 000	9.97
16 001 – 18 000	10.29
18 001 – 20 000	10.57
20 001 – 22 000	10.82
22 001 – 24 000	11.03
24 001 and above	11.18

PART 2

DISPENSING FEESCALE FOR CONTRACTORS THAT ARE AUTHORISED OR REQUIRED TO PROVIDE DISPENSING SERVICES

Total prescriptions calculated separately for each individual dispensing practitioner, in bands	Prices per prescription in pence
Up to 438	220.5
439 – 547	217.3
548 – 657	214.5
658 – 766	211.7
767 – 876	209.2
877 – 985	207.0
986 – 1368	204.8
1369 – 1915	202.9
1916 – 2189	201.1
2190 – 2736	199.5
2737 – 3283	198.2
3284 – 3830	197.0
3831 – 4377	196.0
4378 and over	195.2

PART 2

DISPENSING FEESCALE FOR CONTRACTORS THAT ARE NOT AUTHORISED OR REQUIRED TO PROVIDE DISPENSING SERVICES

Total prescriptions calculated separately for each individual practitioner, in bands	Prices per prescription in pence
Up to 438	229.7
439 – 547	226.6
548 – 657	223.7
658 – 766	221.0
767 – 876	218.6
877 – 985	216.3
986 – 1368	214.1
1369 – 1915	212.2
1916 – 2189	210.4
2190 – 2736	208.8
2737 – 3283	207.4
3284 – 3830	206.3
3831 – 4377	205.2
4378 and over	204.5

ANNEX H

DISPENSARY SERVICES QUALITY SCHEME

Governance of dispensary services

SOPs, clinical audit and risk management

H.1.1 The contractor must ensure that Standards Operating Procedures (SOPs) are in place and reflect both good professional practice, as well as the procedures that are actually performed by the practice. SOPs should be followed routinely for all dispensing related activities SOPs should be specific to the practice and should set out in writing what should be done, where, where and by whom.

H.1.2 Standard Operating Procedures must be reviewed and updated at least once every 12 months and whenever dispensing procedures are amended. A written audit trail of amendments should be maintained.

H.1.3 The contractor must participate in contractor lead clinical audit of dispensing services. Clinical audit seeks to improve patient care and outcomes through the systematic review of care against explicit criteria and the implementation of change. Audit of dispensing services should include arrangements to assess the nature and quality of the advice provided to patients as part of the dispensing service.

H.1.4 The contractor must have a written policy for managing risks in providing dispensing services and must ensure that this policy is understood, and put into practice, by all staff involved in dispensing.

H.1.5 The contractor must ensure that all serious untoward incidents relating to dispensing are reported to the Board for the purpose of reviewing an learning from incidents.

Information

H.2.1 The contractor must provide information to their patients on—

- (a) the dispensing services provided by the contractor; and
- (b) how to obtain medicines urgently.

H.2.2 The contractor must inform the Board of the hours of availability of dispensing services provided by the contractor. The contractor must ensure that opening times are displayed prominently on the premises from which they carry out dispensing and that they are legible from outside the premises when they are shut.

Dispensing Staff

H.3.1 The training and experience required in respect of dispensing staff is as follows.

H. 3.2 The Standard Operating Procedures for each dispensary must indicate the level of competency expected for each function performed by dispensers or staff working as dispensary assistants.

H.3.3 For staff employed by the contractor who are not doctors and whose normal working patterns do not involve dispensing but who are involved in dispensing on an occasional or limited basis, a flexible approach to the minimum competence requirement for dispensing assistants can be adopted. The contractor must identify such staff to the Board, which should agree that the staff member concerned only has an occasional or limited role in dispensing. However, the contractor also needs to demonstrate that all staff who are working in the dispensary have evidence that they have the knowledge and competencies to perform the tasks and roles assigned to them, and staff who only have an occasional or limited role in dispensing are still required to have a certificate of competency signed by the practice manager (if any) and accountable GP in respect of the roles they occasionally undertake.

H.3.4 The contractor must have a written record of the qualifications of all staff engaged in dispensing and ensure that staff engaged in dispensing, undertake continuing professional development. The contractor must carry out and complete a written record of an appraisal of all dispensing staff, and assess their competence in performing dispensary tasks at least annually.

H.3.5 Regarding existing staff employed by the practice on the date of the practice's first written undertaking to provide the service—

- (a) trainee dispensers;
- (b) must be competent in the area in which they are in which they are working to a minimum standard equivalent to the Pharmacy Services Scottish/National Vocational Qualification (S/NVQ) level 2, or undertaking training towards this, or enroll in this training within three months of the practice's written undertaking towards this; and

- (c) must not work unsupervised until they have completed 1,000 hours work experience in the dispensary and have a certificate of competency signed by the practice manager (if any) and accountable GP. (A trained dispenser should supervise dispensing assistants until they have completed the work experience).

H.3.6 Other existing dispensing staff that work independently in the practice dispensary—

- (a) must have minimum work experience of 1,000 hours over the past five years in a GP dispensary or community pharmacy; and
- (b) must be competent in the area in which they are working to a minimum standard equivalent to the Pharmacy Services S/NVQ level 2, or undertaking training towards this, or enroll in this training within three months of the practice's written undertaking to provide the service.

H.3.7 However where an experienced dispenser's residual term of employment is not commensurate with the timeframe requirement of the specified course, the dispenser must have their knowledge and competence assessed and hold a certificate of competency signed by the practice manager (if any) and the accountable GP.

H.3.8 New dispensing staff employed by the practice after the date of the practice's first written undertaking to provide the service:

- (a) must be competent in the area which they are working, to a minimum standard equivalent to the Pharmacy Services S/NVQ level 2 qualification or enroll in training towards this within three months of the commencement of their employment; and
- (b) must have completed 1,000 hours of work experience in a GP dispensary or community pharmacy within the past five years before being able to work unsupervised. (A trained dispensing staff member should supervise new staff until they have completed the work experience).

H.3.9 Where a dispenser is expected to enroll on a course, the relevant qualification should be completed within three years, although the Board has discretion to allow for additional time in the case of absence due, for example, to sickness or maternity leave.

Minimum level of staff hours

H.4.1 The contractor must ensure that a minimum level of staff hours is dedicated to dispensary services to ensure that patients' needs for dispensing services, and the time required to complete the underpinning systems and processes, can be reasonably be expected to safeguard patient safety.

H.4.2 The contractor must assure a level of staffing that reflects that practice's dispensary's configuration and hours of opening, as agreed with the Board.

Duty of confidentiality

H.5 All employee contracts for dispensing staff must include a duty of patient confidentiality as a specific requirement, with disciplinary procedures set out for non compliance.

Review with patients of compliance and concordance with use of medicines

H.6.1 A face-to-face review with patients (and, where appropriate, their carers) of compliance and concordance shall be carried out and recorded in the patient's medical record at least once in each financial year for at least 10% of the contractor's dispensing patients, Where the contractor is entitled to less than a full year's Dispensary Services Quality Payment in any financial year the figure of 10% shall be reduced by an appropriate percentage. The practice should agree with the Board the types of patients that should be targeted for the review as part of their undertaking to carry out the services specified.

H.6.2 The review should normally be carried out by trained dispensing staff or by a registered health professional with appropriate competencies in review of medicines.

H.6.3 Arrangements must be in place to ensure that patients reviewed will be referred appropriately and in a timely manner to a doctor, nurse, pharmacist or other appropriate health professional working with the contractor, whenever clinically appropriate.

H.6.4 The reviewer should—

- (a) establish the patient's actual use, understanding and experience of taking medicines: referring potential side effects or adverse effects reported by patients;
- (b) identify discuss and resolve or refer poor or ineffective use of their medicines;
- (c) improve the clinical and cost effectiveness of prescribed medicines, referring where appropriate, and initiating appropriate action by using information from patients to recommend improvements in repeat dispensing and so reduce medicine wastage.

Annex I

Routine childhood vaccines and immunisations

The Routine Childhood Immunisation Programme

Background

I.1 Guidance and information on routine childhood vaccines and immunisations are set out in "Immunisation against infectious diseases – The Green Book which is published by the Department of Health.

Routine Childhood Immunisation Schedule

[UNDER REVISION. TABLE TO BE AMENDED EARLY 2013 TO INCLUDE GENERAL UPDATING AND TO INCLUDE ROTAVIRUS]

I.2 All children starting the immunisation programme at 2 months of age will follow the schedule below as set out in Table

TABLE

When to immunise	What is given	Vaccine and how it is given
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Children who have attained the age of two months old	Diphtheria, tetanus, pertussis, polio and <i>Haemophilus influenzae</i> type b (DTaP/IPV/Hib)	One injection (Pediacef)
	Pneumococcal (PCV)	One injection (Prevenar)
Children who have attained the age of three months old	Diphtheria, tetanus, pertussis, polio and <i>Haemophilus influenzae</i> type b (DTaP/IPV/Hib)	One injection (Pediacef)
	Meningitis C (MenC)	One injection (Neisvac C or Meningitec)
Children who have attained the age of four months old	Diphtheria, tetanus, pertussis, polio and <i>Haemophilus influenzae</i> type b (DTaP/IPV/Hib)	One injection (Pediacef)
	Pneumococcal (PCV)	One injection (Prevenar)
	Meningitis C (MenC)	One injection (Neisvac C or Meningitec)
Children who are around the age of 12 months	<i>Haemophilus influenzae</i> type b, Meningitis C (Hib/MenC)	One injection (Menitorix)
children who are around the age of 13 months	Measles, mumps and rubella (MMR)	One injection (Priorix or MMR II)
	Pneumococcal (PCV)	One injection (Prevenar)
Children who have attained the age of three years and four months but not attained the age of five years	Diphtheria, tetanus, pertussis and polio (dTaP/IPV or DTaP/IPV)	One injection (Repevax or Infanrix-IPV)
	Measles, mumps and rubella (MMR)	One injection (Priorix or MMR II)
females who have attained the age of 12 years but not yet the age of 14 years	Human papillomavirus (HPV)	Three injections
children who have attained the age of 13 years but not yet the age of 18 years	Tetanus, diphtheria and polio (Td/IPV)	One injection (Revaxis)

I.3 The latest information and guidance on vaccines and vaccine procedures for all the vaccines referred to in Table 1, including completing the schedule of vaccines in the case of children with interrupted, incomplete or unknown immunisation status or in relation to premature infants is contained in the “Immunisations against infectious diseases – The Green Book”.

Annex J

Amendments to the Statement of Financial Entitlements signed on 30th March 2005

The Statement of Financial Entitlements signed on 30th March 2005 has been amended by the following Directions—

- (a) The Statement of Financial Entitlements (Amendment) Directions 2005 which were signed on 8th June 2005 but which had effect as from 1st April 2005,

- (b) The Statement of Financial Entitlements (Amendment) (No 2) Directions 2005 which were signed on 12th July 2005,
- (c) The Statement of Financial Entitlements (Amendment) Directions 2006 which were signed on 31st January 2006,
- (d) The Statement of Financial Entitlements (Amendment) (No 2) Directions 2006 which were signed on 30th March 2006,
- (e) The Statement of Financial Entitlements (Amendment) (No 3) Directions 2006 which were signed on 29th June 2006,
- (f) The Statement of Financial Entitlements (Amendment) (No 4) Directions 2006 which were signed on 2nd August 2006 but which had effect as from 30th July 2006,
- (g) The Statement of Financial Entitlements (Amendment) (No 5) Directions 2006 which were signed on 25th September 2006,
- (h) The Statement of Financial Entitlements (Amendment) (No 6) Directions 2006 which were signed on 2nd November 2006 but which had effect as from 4th September 2006,
- (i) The Statement of Financial Entitlements (Amendment) Directions 2007 which were signed on 19th March 2007,
- (j) The Statement of Financial Entitlements (Amendment) (No 2) Directions 2007 which were signed on 2nd August 2007,
- (k) The Statement of Financial Entitlements (Amendment) Directions 2008 which were signed on 25th March 2008 but which came into force on 1st April 2008,
- (l) The Statement of Financial Entitlements (Amendment) (No 2) Directions 2008 which were signed on 21st April 2008 but which had effect from 1st April 2008,
- (m) The Statement of Financial Entitlements (Amendment) (No 3) Directions 2008 which were signed on 7th August 2008 but which came into force on 1st October 2008,
- (n) The Statement of Financial Entitlements (Amendment) (No 4) Directions 2008 which were signed on 1st September 2008,
- (o) The Statement of Financial Entitlements (Amendment) (No 5) Directions 2008 which were signed on 22nd October 2008 but which had effect in part from 1st April 2008 and in part from 23rd October 2008,
- (p) The Statement of Financial Entitlements (Amendment) Directions 2009 which were signed on 29th January 2009,
- (q) The Statement of Financial Entitlements (Amendment) (No 2) Directions 2009 which were signed on 23rd March 2009,
- (r) The Statement of Financial Entitlements (Amendment) (No 3) Directions 2009 which were signed on 24th March 2009,
- (s) The Statement of Financial Entitlements (Amendment (No 4) and Specification of National Minimum Percentage Uplift) Directions 2009 which were signed on 10th June 2009 but which had effect in part from 1st April 2009 and in part from 11th June 2009,
- (t) The Statement of Financial Entitlements (Amendment) (No 5) Directions 2009 which were signed on 22nd September 2009,
- (u) The Primary Medical Services (Directed Enhanced Services - Pandemic Influenza (H1N1) Vaccination Scheme) and Statement of Financial Entitlements (Amendment) (No 6) Directions 2009 which were signed on 29th October 2009 but which came into force on 30th October 2009,
- (v) The Statement of Financial Entitlements (Amendment) Directions 2010 which were signed on 3rd March 2010,
- (w) The Statement of Financial Entitlements (Specification of National Minimum Percentage Uplift and Amendment (No. 2)) Directions which were signed on 23rd June 2010 but which had effect in part from 1st April 2010 and in part from 24th June 2010,

- (x) The Statement of Financial Entitlements (Amendment) (No.3) Directions 2010 which were signed on 21st September 2010 but which had effect in part from 1st April 2010 and in part from 1st October 2010,
- (y) The Statement of Financial Entitlements (Amendment) Directions 2011 which were signed on 31st March 2011,
- (z) The Statement of Financial Entitlements (Amendment No. 2) Directions 2011 which were signed on 1st August 2011,
- (aa) The Statement of Financial Entitlements (Amendment) Directions 2012 which were signed on 29th March 2012,
- (bb) The Statement of Financial Entitlements (Amendment No. 2) Directions 2012 which were signed on 26th April 2012 but which had effect in part from 1st April 2012 and in part from 30th April 2012,
- (cc) The Statement of Financial Entitlements (Amendment No.3) Directions 2012 which were signed on 16th August 2012; and
- (dd) The Statement of Financial Entitlements (Amendment No.4) Directions 2012 which were signed on 18th October 2012.