

Population Health Directorate  
Primary Care Division



## Addresses

### For Action

Chief Executives NHS Boards  
General Medical Practitioners

### For information

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30 April 2018

Dear Colleague

## General Medical Services Statement of Financial Entitlements for 2018/19

### Summary

1. This circular provides a link to the [2018/19 Statement of Financial Entitlements](#) (SFE) for GMS Contractors and replaces [PCA\(M\)\(2017\)01](#).
2. The SFE has been agreed with the Scottish General Practitioners' Committee of the BMA. It includes the additional £23 million to improve services for patients where workload is highest whilst guaranteeing all practice incomes. Scottish Government and the BMA will agree a further uplift to the GMS envelope when the Doctors and Dentists Review Body's recommendations for 2018/19 are known. This will also reflect the increase in Scotland's population registered with practices.
3. The key changes to this year's SFE are the introduction of the new Scottish Workload Formula, revision of the rates of adjustments for opting out of Additional Services following the removal of Out-of-Hours and Minor Surgery and the increase in the formula allocated Global Sum, and the process for establishing Income and Expenses Guarantees.
4. Practices which did not opt out of Out-of-Hours before 1st April 2018 will continue to be paid at comparable rates as outlined in the recent joint [communication](#) from Scottish Government and BMA. This will no longer be covered by the SFE.
5. The National Health Service (General Medical Services Contracts) (Scotland) Regulations 2018 regulates GP Clusters and the Quality section of the SFE has been amended accordingly.

6. The chapter on Golden Hellos has been revised to extend the entitlement to all 160 remote and rural practices. While the SFE only applies to practices with GMS contracts, Health Boards should make Golden Hellos available on similar terms to those practices on the list which are on 2C contracts or have 17C agreements. Scottish Government has provided a list of these practices as well as the scale of and eligibility for Golden Hellos for practices in areas of deprivation.
7. The various vaccination programmes outlined in the SFE, whether as Additional or Enhanced Services, will continue until the Vaccination Transformation Programme is complete.

**Action**

8. NHS Boards are requested to bring this circular to the attention of all GP contractors.

Yours sincerely

A handwritten signature in black ink, reading "Richard Foggo". The signature is written in a cursive style with a prominent flourish at the end.

**RICHARD FOGGO**

Deputy Director and Head of Primary Care Division

**GMS**

**STATEMENT OF  
FINANCIAL  
ENTITLEMENTS**

**2018/19**

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## **1. Introduction**

- 1.1. Scottish Ministers, in exercise of the powers conferred by section 17M and 105(6) of the National Health Service (Scotland) Act 1978<sup>1</sup>, and all other powers enabling them to do so, after consulting in accordance with section 17M(4) of the 1978 Act both with the bodies appearing to them to be representative of persons to whose remuneration these directions relate and with such other persons as they think appropriate, gives the directions set out in this Statement of Financial Entitlements (“SFE”).
- 1.2. This SFE relates to the payments to be made by Health Boards to a contractor under a general medical services (“GMS”) contract. It replaces the Statement of Financial Entitlements, signed on 28 July 2017 and is effective from 1 April 2018. Previous SFE’s continue to have effect in relation to claims for payments that relate to the relevant financial years.
- 1.3. The directions set out in this SFE are subordinate legislation for the purposes of section 23 of the Interpretation Act 1978, and accordingly, in this SFE, unless the context otherwise requires–
- a) words or expressions used here and the 1978 Act bear the meaning they bear in the 1978 Act;
  - b) references to legislation (i.e. Acts and subordinate legislation) are to that legislation as amended, extended or applied, from time to time;
  - c) words importing the masculine gender include the feminine gender, and vice versa (words importing the neuter gender also include the masculine and feminine gender); and
  - d) words in the singular include the plural, and vice versa.
- 1.4. This SFE is divided into Parts, Sections, paragraphs, sub-paragraphs and heads. A Glossary of some of the words and expressions used in this SFE is provided in Annex A. Words and expressions defined in that Annex are generally highlighted by initial capital letters.
- 1.5. The directions given in this SFE apply to Scotland only. They were authorised to be given, and by an instrument in writing, on behalf of Scottish Ministers, by Richard Foggo, a member of the Senior Civil Service, on 30 April 2018, and came into force with effect from 1 April 2018.
- 1.6. This SFE may be revised at any time, in certain circumstances with retrospective effect<sup>2</sup>. For the most up-to-date information, contact the

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<sup>1</sup> Section 17M was inserted by section 4 of the Primary Medical Services (Scotland) Act 2004.

<sup>2</sup> See section 17M(3)(e) of the NHS (Scotland) Act 1978



**Scottish Government, Population Health Directorate, Primary Care  
Division, Area 1.ER, St Andrew's House, Regent Road, EDINBURGH, EH1  
3DG.**

**Signed by authority of the Scottish Ministers**

**Richard Foggo  
Scottish Government Population Health Directorate: A member of the Senior Civil  
Service**

## **Part 1 Global Sum and Income and Expenses Guarantee**

### **2. Global Sum Payments**

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 – Health Boards 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. The Scottish Workload Formula, a summary of which is included in Annex B of this SFE, determines how the total Global Sum amount for Scotland is to be distributed to all practices in Scotland. Once the contractor's CRP has been established, this number is to be adjusted by the Scottish Workload Formula. The resulting figure is the contractor's Contractor Weighted Population for the Quarter. It is on the basis of the Contractor Weighted Population for the Quarter, relative to the Scotland-wide Weighted Population for the Quarter, that the practice is allocated its share of the Scotland-wide Global Sum, not including the sums allocated for Temporary Patients Adjustments. From 1 April 2018 the Global Sum amount for Scotland is increased to £574.2 million. There will also be the additional funding of £23 million to support the move to the Scottish Workload Formula by protecting the income of those practices that had a higher income under the previous formula.

2.4. The practice Global Sum amount is calculated by taking the total Global Sum amount for Scotland (£574.2 million), subtracting the total sum allocated for Annual Temporary Patients Adjustments then multiplying by

the practice's share of the overall Scotland-wide weighted population for the Quarter.<sup>3</sup>

The resulting amount is then to be divided by twelve, and the resulting amount from that calculation with the addition of one twelfth of the contractor's Temporary Patient Adjustment 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 Services listed in Table 1 - Adjusted Global Sum Monthly Payments in this paragraph, the Health 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 Services listed in Table 1 - Adjusted Global Sum Monthly Payments, 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 Table 1 - Adjusted Global Sum Monthly Payments;
- b) more than one of the Additional Services listed in Table 1 - Adjusted Global Sum Monthly Payments, 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 Table 1 - Adjusted Global Sum Monthly Payments, without any other deductions from the Initial GSMP first being taken into account. The total of all the deductions in respect of each service is then deducted from Initial GSMP to produce the Adjusted GSMP.

**Table 1 - Adjusted Global Sum Monthly Payments**

Additional Services	Percentage of Initial GSMP

<sup>3</sup> The figure of £574.2 million takes effect with this SFE on 1 April 2018 and includes non-GMS practices. The equivalent figure prior to 1 April 2018 was £600.7 million (£438.8 million allocated through the Global Sum, £2.5 million allocated through the Temporary Patient Adjustments, £140.8 million allocated through Core Standard Payments and £18.6 million allocated as Correction Factor payments). The present figure reflects the removal of the Out of Hours adjustment (£26.5 million) since the last SFE. There is also additional funding of £23 million to support the transition to the new Scottish Workload Formula and the introduction of Income and Expenses Guarantees. The new figure will be uplifted later in 2018/9 to reflect the change in Scotland's registered populations for the period 01 April 2017 to 31 March 2018 and a further uplift in the Global Sum once this is agreed between Scottish Government and SGPC.

Cervical Screening Services	0.84
Child Health Surveillance	0.54
Maternity Medical Services	1.61
Contraceptive Services	1.84
Childhood immunisations and pre-school boosters	0.77
Vaccines and immunisations	1.53

### **First Payable Global Sum Monthly Payment.**

2.6. Once the first value of a contractor's Initial GSMP, and where appropriate Adjusted GSMP have been calculated, the Health 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 22 (see paragraph 22.6).

2.7. The Health 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 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 the amount specified in paragraph 2.3 is changed.

2.9. Whenever the Payable GSMP needs to be revised, the Health 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 2.3 and 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 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 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 Health 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 Section 22 (see paragraph 22.6).

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 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 Health 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 Health Board any information which the Health 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 Practitioner Services Division (PSD) of NHS National Services Scotland, and do so promptly and fully;
- c) the contractor must immediately notify the Health 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 Health Board pursuant to or in accordance with this paragraph must be accurate.

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

## **Vaccines and Immunisations.**

2.16. The reference to–

- a) childhood immunisations and pre-school boosters; and
- b) vaccines and immunisations,

in Table 1 - Adjusted Global Sum Monthly Payments in paragraph 2.5 are to the vaccines and immunisations of the type specified and given in circumstances which are referred to in Table 13 - Vaccines to be delivered in GP practices in Annex E, and Table 14 - Vaccines and immunisations not required for foreign travel and Table 15 - Vaccines and immunisations required for foreign travel in Annex G.

### **3. Income and Expenses Guarantee**

- 3.1. The Income and Expenses Guarantee (“the guarantee”) is based on the historic revenue of a practice under the General Medical Services Statement of Financial Entitlements 2017/18 for its Analogous Global Sum (AGS), and is essentially designed to protect those income levels.
- 3.2. Guarantee calculations are one-off calculations made in respect of contractors whose GMS contracts took effect on 1<sup>st</sup> April 2018, or in a case where a contractor has entered into a GMS contract prior to 1<sup>st</sup> April 2018, that contract is treated as taking effect for payment purposes on 1<sup>st</sup> April 2018. The basis of a guarantee calculation is the AGS from the financial year 2017/18 mentioned in paragraph 3.1.

#### **Calculation of Analogous Global Sum.**

- 3.3. The Analogous Global Sum will be produced by calculating a practice’s income based on the number of patients registered on the contractor’s practice list on 1 April 2018 under the General Medical Services Statement of Financial Entitlements 2017/18.
- a) The Scottish Allocation Fund will be applied to the patient list for the last time on 1 April 2018.
  - b) Practices’ notional share of the Global Sum will be added to their Temporary Patient Adjustment and a final deduction of 6% for Out of Hours applied to the total (this will be applied to all practices whether or not they have opted out of Out of Hours: income from Out of Hours will be guaranteed through other directions).
  - c) Practices’ Correction Factors and Core Standard Payments should be added to this adjusted figure.
  - d) This combined figure is the Analogous Global Sum.

#### **Calculation of Income and Expenses Guarantee Monthly Payments.**

- 3.4. The contractor’s AGS is then compared to the paragraph 2.3 total in respect of the contractor. In the financial year 2018/19, a contractor’s paragraph 2.3 total is the annual amount of its first Initial Global Sum Payment, excluding its Temporary Patients Adjustment. From that paragraph 2.3 total is subtracted any Historic Opt-Outs Adjustment to which the contractor was entitled.



3.5. A contractor is entitled to an Opt-Outs Adjustment if–

- a) between 13<sup>th</sup> November 2017 and 1st April 2018, the GPs comprising the contractor have not been providing, within GMS services, one or more of the Additional Services listed in Table 1 - Adjusted Global Sum Monthly Payments in paragraph 2.5; and
- b) the contractor will not be providing those services in the financial year 2018/19.

3.6. The amount of the contractor's Opt-Outs Adjustment is calculated as follows. If the contractor is claiming an Opt-Outs Adjustment in respect of–

- a) one of the Additional Services listed in Table 1 - Adjusted Global Sum Monthly Payments in paragraph 2.5, the value of the contractor's Opt-Outs Adjustment is the amount by which its paragraph 2.3 total will be reduced if it is reduced by the percentage listed opposite that service in Table 1 - Adjusted Global Sum Monthly Payments;
- b) more than one of the Additional Services listed in Table 1 - Adjusted Global Sum Monthly Payments in paragraph 2.5, the value of the contractor's Opt-Outs Adjustment is to include an amount in respect of each service. The value of the amount for each service is the amount by which the contractor's paragraph 2.3 total will be reduced if it is reduced by the percentage listed opposite that service in Table 1 - Adjusted Global Sum Monthly Payments, 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 is then aggregated to produce the final amount of the contractor's Opt-Outs Adjustment.

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

3.8. If the contractor's AGS was less than its Global Sum Comparator, an Income and Expenses Guarantee is not payable in respect of that contractor. However, if its AGS is greater than its Global Sum Comparator, Income and Expenses Guarantee Monthly Payments ("guarantee payments") had to be paid by the Health Board to the contractor under its GMS contract. The amount of the guarantee payments payable was the difference between the contractor's AGS and its Global Sum Comparator, divided by twelve.

## **Practice mergers or splits.**

3.9. Except as provided for in paragraphs 3.10 to 3.14, a contractor with a GMS contract which takes effect, or is treated as taking effect for payment purposes, after 1st April 2018 will not be entitled to guarantee payments.

3.10. 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 guarantee payment that is the total of any guarantee payments payable under the terminated GMS contracts.

3.11. 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 guarantee payment 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.

3.12. However, where a contractor that is a company limited by shares becomes entitled to guarantee payments 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 17Q of the 1978 Act, equivalent to guarantee payments, could be made by the Health 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.

3.13. 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 guarantee payment unless, as a result of the split, an agreed number, or a number ascertainable by the Health Board(s) 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.

3.14. 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 guarantee payment 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 guarantee payment 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;
- c) and the old contractor's guarantee payment is to be reduced accordingly.

## **Conditions attached to payment of Income and Expenses Guarantee Monthly Payments.**

3.15. guarantee payments, or any part thereof, are only payable if the contractor satisfies the following conditions—

- a) the contractor must make available any information which the Health 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 guarantee payment; and
- b) all information supplied pursuant to or in accordance with this paragraph must be accurate.

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

## **Part 2 Quality Improvement, Assurance and Planning**

### **4. Quality Improvement, Assurance and Planning**

4.1. In accordance with paragraph 112 of Schedule 6 of the 2018 Regulations, Each GP practice will have a Practice Quality Lead (PQL)<sup>4</sup> who will engage in the local GP cluster.

#### **Time commitment**

4.2. Each PQL must find 2 hours monthly (usually within practice time) for quality improvement, assurance and planning.

4.3. In addition, each PQL should spend approximately two sessions per month on their quality role<sup>5</sup> in the financial year 2018-19. This will usually require time spent outside the practice e.g. attending cluster meetings.

#### **Payment**

4.4. The payment for work under paragraph 4.3 will be £5040 per practice a year, paid monthly. A Health Board may make extra payments for sessions which are additional to the minimum session time (set by paragraph 4.3), as may be agreed between the Health Board and the practice.

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<sup>4</sup> Not necessarily always the same GP – it could be a different GP from the practice, as required.

<sup>5</sup> This is a requirement of paragraph 122(2) of Schedule 6 of the 2018 Regulations.

## **Part 3 Directed Enhanced Services**

### **5. Childhood Immunisations Scheme**

5.1. Childhood Immunisation and Pre-school Booster Services are classified as Additional Services. If contractors are providing these services to patients registered with them, Health Boards are to seek to agree a Childhood Immunisations Scheme plan with them, as part of their GMS contract. This plan will be the mechanism under which the payments set out in this Section will be payable.

#### **Childhood Immunisations Scheme plans.**

5.2. Childhood Immunisations Scheme plans are to cover the matters set out in direction 4(2)(a) of the DES Directions<sup>6</sup>.

#### **Target payments in respect of two-year-olds.**

5.3. Health Boards 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 Health Board; and
- b) subject to paragraph 5.4, 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 influenzae type B (HiB);
  - ii. measles/mumps/rubella; and

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<sup>6</sup> PCA(M)(2018)04

iii. Meningitis C (Men C).

5.4. In establishing whether the required percentage of the cohort of children referred to in paragraph 5.3 have completed the recommended immunisations courses referred to in that paragraph, the Health Board is not required to determine whether any of that cohort have received the HiB/Men C Booster, recommended in the provisions set out at Annex E to this SFE, for administration around the age 12 - 13 months, or Rotavirus, also recommended in the provisions set out at Annex E of this SFE, for administration around 2 and 3 months. The administration of that HiB/Men C Booster vaccination or Rotavirus vaccination is not a requirement for payment under this Section.

## Calculation of Quarterly Two-Year-Olds Immunisation Payment.

5.5. Health Boards will first need to determine the number of completed immunisation courses that are required over the three disease groups in paragraph 5.3 b) in order to meet either the 70% or 90% target. To do this the contractor will need to provide the Health 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 Health Board must make the following calculations–

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

5.6. Health Boards will then need to calculate which, if any, target was achieved. To do this, a Health 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 ( $C^1 + C^2 + C^3$ ). In this section 5,  $C^1$  is the number of children in the cohort who have completed the immunisation course in respect of the diseases referred to in paragraph 5.3 b) i;  $C^2$  is the number of children in the cohort who have completed the immunisation course in respect of the diseases referred to in paragraph 5.3 b) ii and  $C^3$  is the number of children in the cohort who have completed the immunisation course in respect of the diseases referred to in paragraph 5.3 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 5.3 b) i) is then to be made of whether or not the targets are achieved–

- a) if  $(C^1 * 2) + C^2 + C^3 \geq B^1$ , then the 70% target is achieved; and
- b) if  $(C^1 * 2) + C^2 + C^3 \geq B^2$ , then the 90% target is achieved.

5.7. Next the Health Board will need to calculate the number of the completed immunisation courses, notified under paragraph 5.12 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 Health 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 NHS (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 28Q of the 1977 Act<sup>7</sup>, 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 provider as part of primary medical services to a patient who was at that time registered with that contractor (where the term “PMS Provider” includes a contractor providing services under section 28C of the 1977 Act, a provider providing services under section 17C of the National Health Services (Scotland) Act 1978 and a contractor providing services under Article 15B of the Health and Personal Social Services (Northern Ireland) Order 1972)<sup>8</sup>;
- 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 16CC(2)(b) of the 1977 Act<sup>9</sup>, a contractor providing services under arrangements made under section 2C(2) of the National Health Services (Scotland) Act 1978 and a contractor providing services under arrangements made under Article

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<sup>7</sup> Inserted by the Health and Social Care (Community Health and Standards) Act 2003 section 175

<sup>8</sup> Amended by The Primary Medical Services (Northern Ireland) Order 2004 Article 6 (2)-(6)

<sup>9</sup> Inserted by the Health and Social Care (Community Health and Standards) Act 2003 section 174

56(2)(b) of the Health and Personal Social Services (Northern Ireland) Order 1972); or

- e) a Primary Care Trust Medical Services practice (“PCTMS practice”) as part of primary medical services to a patient who was at that time registered with that practice (where the term “a PCTMS practice” includes a practice providing services under arrangements made under section 16CC(2)(a) of the 1977 Act<sup>10</sup> and a practice providing services under arrangements made under Article 56(2)(a) of the Health and Personal Social Services (Northern Ireland) Order 1972 (such arrangements in Northern Ireland being referred to as Health and Social Services Board Medical Services)).
- f) For the purposes of this paragraph 5.7 and paragraph 5.8, an immunisation course is considered as being completed when the final immunisation needed to complete the immunisation course (the “completing immunisation”) is administered.

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

$$\begin{aligned} & C^1 * 2 \text{ minus } E^1 * 2 \\ & + \quad C^2 \text{ minus } E^2 \\ & + \quad C^3 \text{ minus } E^3 \\ & = \quad \quad \quad D \end{aligned}$$

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 the type specified in, and under the circumstances specified in, any of the paragraphs 5.7 a) to e) (e.g. for the diseases referred to in paragraph 5.3 b) i,  $E^1$ );
- 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 5.3 b) i,  $C^1$ );
- c) in the case of the disease group referred to in paragraph 5.3 b) i, the value of  $(C^1 * 2) - (E^1 * 2)$  can never be greater than  $(A * 2) * 0.7$  or 0.9 (depending on which target is achieved); where it is, it is treated as the result of  $(A * 2) * 0.7$  or, as the case may be, 0.9; and
- d) in any other case the value of  $C^x - E^x$  can never be greater than  $A * 0.7$  or 0.9 (depending on which target achieved); where it is, it is treated as the result of:  $A * 0.7$  or as the case may be 0.9.

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<sup>10</sup> Inserted by the Health and Social Care (Community Health and Standards) Act 2003 section 174



5.9. 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:  $(F^1) = A/63 * £722.32$ ; or

b) where the 90% target is achieved:  $(F^2) = A/63 * £2,166.97$

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

$$F^1 \text{ or } F^2 * D / B^1 \text{ or } B^2 = \text{Quarterly TYOIP}$$

5.11. The amount payable as a Quarterly TYOIP is to fall due on the last day of the quarter 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 Health Board needs to calculate its Quarterly TYOIP beyond the Health 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. Table 2 - Quarterly TYOIP summarises the timetable in accordance with which TYOIPs will be made, unless the information the Health Board needs to calculate the payment is supplied late.

**Table 2 - Quarterly TYOIP**

Quarter in respect of which the payment is made	Date the cohort of children is established	Final date for immunisations which count towards the payment	Final date for submitting returns to the Health Board	Date the payment falls due
First quarter of the financial year	1st April	31st March	Date in September set by the Health Board	30th June
Second quarter of the financial year	1st July	30th June	Date in December set by the Health Board	30th September

Third quarter of the financial year	1st October	30th September	Date in March set by the Health Board	31st December
Fourth quarter of the financial year	1st January	31st December	Date in June set by the Health Board	31st March

## **Conditions attached to Quarterly Two-Year-Olds Immunisation Payments.**

5.12. 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 Health Board sufficient information to enable the Health Board 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 5.3 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 5.7 a) to e); and
- c) all information supplied pursuant to or in accordance with this paragraph must be accurate.

5.13. If the contractor breaches any of these conditions, the Health 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.

5.14. Health Boards 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–

- a) as part of its GMS contract the contractor and the Health Board have agreed a Childhood Immunisation Scheme plan; 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 Payment.

5.15. Health Boards will need to determine the number of completed immunisation courses that are required in order to meet either the 70% or the 90% target. To do this, the contractor will need to provide the Health 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 Health Board must make the following calculations–

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

5.16. Health Boards will then need to calculate which, if any, target was achieved. To do this, a Health 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 target was 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.

5.17. Next the Health Board will need to calculate the number of the completed courses, notified under paragraph 5.22 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, and under the circumstances specified in, any of the sub-paragraphs a) to e) below. To do this, the contractor will need to provide the Health 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 NHS (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 28Q of the 1977 Act<sup>11</sup>, 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 provider as part of primary medical services to a patient who was at that time registered with that contractor (where the term “PMS provider” includes a contractor providing services under section 28C of the 1977 Act, a provider providing services under section 17C of the National Health Services (Scotland) Act 1978 and a contractor providing services under Article 15B of the Health and Personal Social Services (Northern Ireland) Order 1972<sup>12</sup>);
- 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 16CC(2)(b) of the 1977 Act<sup>13</sup>, a contractor providing services under arrangements made under section 2C(2) of the National Health Services (Scotland) Act 1978 and a contractor providing services under Article 56(2)(b) of the Health and Personal Social Services (Northern Ireland) Order 1972); or

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<sup>11</sup> Inserted by the Health and Social Care (Community Health and Standards) Act 2003 section 175

<sup>12</sup> Amended by The Primary Medical Services (Northern Ireland) Order 2004 Article 6 (2)-(6)

<sup>13</sup> Inserted by the Health and Social Care (Community Health and Standards) Act 2003 section 174

e) a Primary Care Trust Medical Services practice (“PCTMS practice”) as part of primary medical services to a patient who was at that time registered with that practice (where the term “a PCTMS practice” includes a practice providing services under arrangements made under section 16CC(2)(a) of the 1977 Act and a practice providing services under Article 56(2)(a) of the Health and Personal Social Services (Northern Ireland) Order 1972 (such arrangements in Northern Ireland being referred to as Health and Social Services Board Medical Services).

5.18. 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.

5.19. 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:  $E^1 = A/58 * £223.73$  or

b) where the 90% target is achieved:  $E^2 = A/58 * £671.21$

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

$$E^1 \text{ or } E^2 * D/B^1 \text{ or } B^2 = \text{Quarterly FYOIP}$$

5.21. The amount payable as a Quarterly FYOIP is to fall due on the last day of the quarter 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 Health Board needs to calculate its Quarterly FYOIP beyond the Health 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. Table 2 - Quarterly TYOIP in paragraph 5.11 summarises the timetable in accordance with which FYOIPs will be made, unless the information the Health Board needs to calculate the payment is supplied late.

## **Conditions attached to Quarterly Five-Year-Olds Immunisation Payments.**

5.22. 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 Immunisation Scheme plan;
- b) the contractor must supply to the Health Board with sufficient information to enable the Health 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 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 5.17 a) to e); and
- c) all information supplied pursuant to or in accordance with this paragraph must be accurate.

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

5.24. Contractors may use the data held on SIRS, or any equivalent system, when providing relevant information to Health Boards.

## **Part 4 Payments for Specific Purposes**

### **6. Pneumococcal Vaccination, HiB/MenC Booster Vaccination and Rotavirus Vaccination**

- 6.1. Childhood immunisation and pre-school booster services are classified as Additional Services. This Section makes provision in respect of payments to be made in 2018/19 in respect of the administration by a contractor, which is contracted to provide the childhood immunisation and pre-school booster 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.
- 6.2. References in this Section to the age of a child expressed in months are references to calendar months. Where reference is made to a vaccination being administered at or around a certain age, this is an indication of the recommended schedule for administration of the vaccine contained in the provisions as set out in Annex E to this SFE. The specific timing of the administration of the vaccination, 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 vaccinations and HiB/MenC vaccinations as part of the routine childhood immunisation schedule.**

- 6.3. The Health 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 vaccinations set out in Table 3 - Routine Childhood Immunisation Schedule at paragraph 6.5, namely the series of three PCV vaccinations to be administered at two months, four months and around 12 - 13 months, and the HiB/MenC booster vaccination which is to be administered at around 12 – 13 months; and
  - b) in respect of whom the contractor administered the final completing vaccination.
- 6.4. For the purpose of paragraph 6.3 b), the final completing vaccination means the third in the series of three PCV vaccinations which is scheduled, in Table 3 - Routine Childhood Immunisation Schedule at paragraph 6.5, to be administered at around 13 months.

6.5. Table 3 - Routine Childhood Immunisation Schedule sets out the schedule for the administration of the PCV and the Hib/MenC vaccinations as part of the routine childhood immunisation schedule.

**Table 3 - Routine Childhood Immunisation Schedule**

When to immunise	What is given	How vaccine is given
Two months old	Pneumococcal (PCV)	One injection
Four months old	Pneumococcal (PCV)	One injection
Around 12 months	Haemophilus influenzae type b, Meningitis (HiB/MenC)	One injection
Around 13 months	Pneumococcal (PCV)	One injection

### **Payment for administration of PCV vaccinations other than as part of the routine childhood immunisation schedule.**

6.6. The Health 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 vaccination in any of the circumstances set out in paragraphs 6.8 to 6.12 and in respect of whom the contractor administered the final completing vaccination.

### **Children at increased risk of pneumococcal infection.**

6.7. Some groups of children are at increased risk from pneumococcal infection (see Table 4 - Pneumococcal Clinical Risk Groups for Children).

- a) All at-risk children will routinely be offered PCV vaccine, according to the schedule for the routine immunisation programme (i.e. at 2, 4 and 13 months of age).
- b) In addition, all at-risk children should be offered a single dose of pneumococcal polysaccharide vaccine (PPV) when they are two years of age or over.

#### At-risk children presenting late for immunisation.



- c) At-risk children who present late for vaccination should be offered 2 doses of PCV before the age of 12 months and a further dose at 13 months of age. All at-risk children should also be offered a single dose of PPV when they are two years of age or older and at least 2 months after the final dose of PCV.
- d) At-risk children who present late over the age of 12 months and under 5 years of age should be offered a single dose of PCV. Please note that children in this age group who have asplenia or splenic dysfunction, or who are immuno-compromised, require a second dose of PCV because this group may have a sub-optimal immunological response to the first dose of vaccine. This should be given 2 months after the first dose. They should also be offered a single dose of PPV (if not previously given) when they are two years of age or older (and at least 2 months after the final dose of PCV).
- e) At-risk children presenting for first pneumococcal immunisation aged 5 years and over should be offered a single dose of PPV.
- f) Table 4 - Pneumococcal Clinical Risk Groups for Children sets out what are, for the purposes of this Section, the specific pneumococcal clinical risk groups for children<sup>14</sup>.

**Table 4 - Pneumococcal Clinical Risk Groups for Children**

Clinical risk group	Examples (decision based on clinical judgement)
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 so severe as to require continuous or frequently repeated use of systemic steroids (as defined in Immunosuppression below).

<sup>14</sup> [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/263318/Green-Book-Chapter-25-v5\\_2.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/263318/Green-Book-Chapter-25-v5_2.pdf)

Chronic disease	heart	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 disease	kidney	This includes nephrotic syndrome, chronic kidney disease at stages 4 and 5 and those on kidney dialysis or with kidney transplantation.
Chronic disease	liver	This includes cirrhosis, biliary atresia, chronic hepatitis.
Diabetes		This includes diabetes mellitus requiring insulin or oral hypoglycaemic drugs. This 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 on or likely to be on 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 dose 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 vaccination 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.

6.8. Where a child who is in any of the pneumococcal clinical risk groups set out in Table 4 - Pneumococcal Clinical Risk Groups for Children in paragraph 6.7 presents late for vaccination (that is, not in accordance with the routine schedule set out in paragraph 6.5), and -

- a) consequently cannot receive, and has not received, the four vaccinations referred to in paragraph 6.3 a) in accordance with the routine schedule set out in Table 3 - Routine Childhood Immunisation Schedule in paragraph 6.5; but
- b) who nevertheless still presents in time to enable him to receive, and did receive, two doses of PCV before the age of around 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 Health Board must pay to the contractor administering the final completing vaccination a payment of £15.02 in respect of that child. The third dose of PCV is considered the final completing vaccination for this purpose.

6.9. Where a child over the age of around 12 months but under the age of 5 years and who is in any of the clinical risk groups set out in Table 3 - Routine Childhood Immunisation Schedule in paragraph 6.5 presents late for vaccination (that is, not in accordance with the routine schedule set out in paragraph 6.3), and-

- a) consequently cannot receive, and has not received, two doses of PCV before the age of around 12 months, the HiB/Men C booster at around the age of around 12 months and a third dose of PCV at around the age of around 13 months; but
- b) who nevertheless receives either a single dose of PCV or, if they have asplenia, splenic dysfunction or are immunocompromised, two doses of PCV, the second of which is administered two months after the first dose<sup>15</sup>,

the Health Board must pay to the contractor administering the final completing vaccination 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 vaccination for this purpose.

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<sup>15</sup>[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/147977/Green-Book-Chapter-25-v4\\_0.pdf.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/147977/Green-Book-Chapter-25-v4_0.pdf.pdf)( page 304 table for details).

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

6.10. Where a child who is over 13 months but under 5 years and who has previously had invasive pneumococcal disease receives a single dose of PCV in accordance with the recommendation contained in Annex F to this SFE, the Health Board must pay to the contractor administering the final completing vaccination a payment of £15.02 in respect of that child, unless a payment is otherwise payable for that same final completing vaccination under paragraph 6.9, or 6.12. The single dose of PCV is considered the final completing vaccination for this purpose.

## **Children with an unknown or incomplete vaccination status.**

6.11. Where a child who has an unknown or incomplete vaccination status receives vaccinations 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 Health Board must pay to the contractor administering the final completing vaccination a payment of £15.02 in respect of that child. The third dose of PCV is considered the final completing vaccination for this purpose.

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

## **Eligibility for payment.**

6.13. 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 immunisation and pre-school booster Additional Service;
- 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 vaccination was administered;

- c) the contractor administers the final completing vaccination 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 vaccination is administered;
- e) in the case of payments in respect of vaccinations administered in accordance with paragraphs 6.9 or 6.10, the child must be under 5 years when the final completing vaccination is administered and in the case of vaccinations administered in accordance with paragraph 6.12, the child must be under 2 years when the final completing vaccination is administered;
- f) the contractor does not receive any payment from any other source in respect of any of the series of three PCV vaccinations and the HiB/MenC booster vaccination set out in Table 3 - Routine Childhood Immunisation Schedule at paragraph 6.5 or in respect of any vaccination administered under any of the circumstances set out in paragraphs 6.8 to 6.12 of this Section (if he does receive any such payment in respect of any child from any other source, the Health Board must give serious consideration to recovering any payment made under this Section in respect of that child pursuant to paragraph 22.1 a)); and
- g) the contractor submits the claim within 6 months of administering the final completing vaccination.

6.14. The Health Board may set aside the requirement that the contractor submit the claim within 6 months of administering the final completing vaccination if it considers it reasonable to do so.

6.15. The contractor is not entitled to payment of more than £15.02 in respect of a child under this Section, other than where—

- a) the contractor claims for payment for a final completing vaccination administered under the circumstances set out in paragraph 6.10; 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.**

6.16. The contractor is to submit claims in respect of final completing vaccinations after they have been administered. The amount payable is to fall due quarterly on the last day of the quarter after the last quarter in

which the vaccinations were carried out, in-line with the target Childhood Immunisations.

- 6.17. Health Boards 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.**

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

- a) the contractor must supply the Health Board with the following information in respect of each child for which a payment is claimed:
  - i. the name of the child;
  - ii. the CHI number of the child;
  - iii. subject to paragraph (iv) below, confirmation that the child has received three doses of PCV and one dose of HiB/MenC in accordance with Table 3 - Routine Childhood Immunisation Schedule at paragraph 6.5;
  - iv. if the claim is made in the circumstances set out in paragraph 6.10, 6.11 or 6.12, confirmation that all required vaccinations have been administered; and
  - v. the date of the final completing vaccination, which must have been administered by the contractor, but where a parent or carer objects to details of the child's name being supplied to the Health Board, the contractor need not supply such information to the Health Board but must supply the child's CHI 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 vaccinations and the HiB/MenC booster vaccination;
- c) the contractor must record in the child's records, kept in accordance with paragraph 68 of Schedule 6 of the 2018 Regulations, any refusal of an offer of a pneumococcal vaccination or a HiB/MenC Booster vaccination;
- d) where a pneumococcal vaccination or a HiB/MenC booster vaccination is administered, the contractor must record in the child's records, kept in accordance with paragraph 68 of Schedule 6 of the 2018 Regulations,

those matters set out in paragraph 5(2)(d) of Schedule 1 of the 2018 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 contractor must make available to the Health Board any information which the Health 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 Practitioner Services Division (PSD) of NHS National Services Scotland, and do so promptly and fully; and
- h) all information provided pursuant to or in accordance with this paragraph must be accurate.

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

## **Rotavirus (Rotarix) Vaccine.**

Payment for administration of rota virus vaccinations as part of the routine childhood immunisation schedule.

6.20. The Health Board must pay to a contractor who qualifies for the payment, a payment of £7.67. (This payment for 2 doses of vaccine was agreed as part of a reduction in the requirement for Men C vaccine of one vaccine per child) in respect of each child registered with the contractor;

- a) who has received, as part of their routine childhood immunisation schedule, both of the vaccinations, the first dose of 1.5 ml of Rotarix® vaccine at 2 months (approximately 8 weeks) of age and the second dose of 1.5 ml at least 4 weeks after the first dose;
- b) in respect of whom the contractor administered both doses of the vaccination, vaccines will be provided within the recommended timescale (SGHD/CMO/2013/14).

Eligibility for payment.

6.21. 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 immunisation and pre-school booster Additional Service;
- b) the child in respect of whom the payment is claimed was on the contractor's list of registered patients at the time the second, completing, vaccination was administered;
- c) the child in respect of whom the payment is claimed is aged under 24 weeks when the second, completing, vaccination is administered;
- d) the contractor submits the claim within 6 months of administering the second, completing, vaccination.

6.22. The Health Board may set aside the requirement that the contractor submit the claim within 6 months of administering the second, completing, vaccination if it considers it reasonable to do so.

6.23. The contractor is entitled to payment of £3.84 in respect of—

- i. any child under this sub-section, where the contractor has administered the first vaccination and the child does not attend for the second vaccination and the contractor makes a claim 6 months after the first does or at the end of the financial year; or
- ii. where the contractor provides only the second, completing vaccination.

#### Claims for payment.

6.24. The contractor is to submit claims in respect of the second, completing, vaccinations after they have been administered. The amount payable is to fall due quarterly on the last day of the quarter after the last quarter in which the vaccinations were carried out, in-line with the target Childhood Immunisations.

6.25. The contractor is to submit claims in respect of incomplete vaccination courses six month after the first dose was administered. The amount payable is to fall due quarterly on the last day of the quarter in which the claim has been submitted.

6.26. Health Boards 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.



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

- a) the contractor must supply the Health Board with the following information in respect of each child for which a payment is claimed:
  - i. the name of the child;
  - ii. the CHI number of the child;
  - iii. confirmation that the child has received two doses of Rotarix® vaccine in accordance with paragraph 6.20;
  - iv. the date of the final completing vaccination, which must have been administered by the contractor or their employed staff, or attached staff where this has been agreed with the Health Board,

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

- b) the contractor must provide appropriate information and advice to the parent or carer of the child, about rota virus vaccinations;
- c) the contractor must record in the child's records, kept in accordance with paragraph 68 of Schedule 6 of the 2018 Regulations, any refusal of an offer of a rotavirus vaccination;
- d) where a rota virus vaccination is administered, the contractor must record in the child's records, kept in accordance with paragraph 68 of Schedule 6 of the 2018 Regulations, those matters set out in paragraph 5(2)(d) of Schedule 1 of the 2018 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 them 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 Health Board any information which the Health 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 sub-Section;
- g) the contractor must make any returns required of it (whether computerised or otherwise) to the Practitioner Services Division (PSD) of NHS National Services Scotland, and do so promptly and fully; and

h) all information provided pursuant to or in accordance with this paragraph must be accurate.

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

## **7. Payments for locums covering maternity, paternity and adoption leave**

7.1. 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. In cases of shared parental leave, the birth mother will be obliged to take two weeks' maternity leave, but any leave in addition to this two weeks can be shared with their partner as they jointly decide. In such a circumstance the Health Board is required to make locum payments to the GP practice for the GP who is taking shared parental leave in the same way as they currently do for a mother of a child. The rights of partners within partnerships to these types of leave is a matter for their partnership agreement.

7.2. 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. Under this SFE the Health Board is directed to pay such cover to the contractor under its GMS contract in respect of the payment of the costs of locum cover actually incurred where the performer on leave is a GP performer subject to paragraphs 7.3 and 7.4 and up to the maximum amount payable as set out in paragraph 7.5 The Health Board may pay for other such cover as a matter of discretion.

### **Entitlement to payments for covering ordinary maternity, paternity and adoption leave**

7.3. 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 maternity leave, paternity leave, shared parental leave or 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, be that a full-time or part-time salary, by the contractor during their leave of absence;

- c) 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 paragraph 7.2 and the following provisions of this Section, the Health Board must provide financial assistance to the contractor under its GMS contract in respect of the cost of engaging that locum (this will be the costs of the locum cover actually incurred, up to the maximum amount payable, as set out in paragraph 7.5).

7.4. It will be considered necessary for a practice to engage a locum (or to continue to engage a locum), except where the Health Board considers that it is unnecessary in any of the following circumstances—

- a) if the Health Board has offered to provide the locum cover itself and the contractor has refused that offer without good reason;
- b) if the performer on leave had a right to return but that right has been extinguished;
- c) 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; and
- d) (where the performer on leave is not a job sharer) if the locum is an internal locum unless there is evidence of limited or no availability of an external locum (which is a locum who is not a partner or shareholder of the contractor, or already an employee of the contractor).

## **Ceilings on the amounts payable.**

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

- a) in respect of the first two weeks for which the Health Board provides reimbursement in respect of locum cover, £1131.74 per week; and
- b) in respect of any week thereafter for which the Health Board provides reimbursement in respect of locum cover, £1734.18 per week,

and the maximum periods that such locum cover can be claimed for are: 26 weeks for maternity leave, shared parental leave or for adoption leave for the parent who is the main care provider; and 2 weeks for paternity leave or for adoption leave for the parent who is not the main care provider.

## **Payment arrangements.**

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

## **Conditions attached to the amounts payable.**

7.7. Payments under this Section, or any part thereof, are only payable if the contractor satisfies the following conditions—

- a) if the leave of absence is maternity leave or shared parental leave taken by the birth mother, the contractor must supply the Health 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 or shared parental leave taken by the parent who isn't the birth mother, the contractor must supply the Health Board with a letter written by the GP performer confirming prospective parenthood and giving the date of expected confinement;
- c) if the leave of absence is for adoption leave, the contractor must supply the Health 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 Health Board with written records demonstrating the actual cost to it of the locum cover;
- e) once the locum arrangements are in place, the contractor must inform the Health 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;
- f) where cover is provided by an internal locum, any such additional sessions required by the GP performer must be provided and evidenced by the normal claim mechanisms.

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

## **8. Payments for locums covering sickness leave**

8.1. 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 be paid sickness leave is a matter for their partnership agreement.

8.2. If an employee or partner who takes any sickness leave is a performer under a GMS contract, the contractor, in order to maintain the level of services that it normally provides, may need to:

- i employ a locum, or
- ii use the services of a “GP performer”, which means, for the purposes of this section, a GP who works as either a party to the contract or who is already engaged or employed by the contractor. Even if the Health Board is not directed in this SFE to pay for such cover, it may do so as a matter of discretion – and indeed, it may also pay for or provide and pay for 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.**

8.3. In any case where a contractor actually and necessarily engages a locum, or uses the services of a GP performer (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 two weeks;
- 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 or using the services of a GP performer to cover for the GP performer during the performer's absence. But if such compensation is payable, the Health Board may loan the contractor the cost of the locum or the cost of using the services of a GP performer, 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 or the cost of using the services of a GP performer, in which case the loan is to be considered a reimbursement by the Health Board of the costs of the locum or of the costs of the GP performer 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 or the cost of using the services of a GP performer, 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 or the costs of the GP performer was successful;
- d) the contractor is not already claiming another payment from the board for locum cover or payment for the cost of using the services of a GP performer as cover in respect of the performer on leave pursuant to this Part;

then subject to the following provisions of this Section, the Health Board must provide financial assistance to the contractor under its GMS contract in respect of the cost of engaging a locum or of the cost of engaging a GP performer (which may or may not be the maximum amount payable, as set out in paragraph 8.5).

8.4. It will be considered necessary to engage the locum, or to continue to engage the locum, or to use the services of a GP performer, except where the Health Board considers that it is unnecessary in any of the following circumstances:

- a) it should not normally be considered necessary if the Health Board has offered to provide the locum cover itself and the contractor has refused that offer without good reason, but if the Board offers to provide locum cover and the contractor opts to use the services of a GP performer as cover the Board should accept the practice's cover in place of the offered Board locum;
- b) it should not normally be considered necessary to employ a locum or use the services of a GP performer if the performer on leave had a right to return but that right has been extinguished; and



- c) it should not normally be considered necessary to employ a locum or use the services of a GP performer 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.**

8.5. The maximum amount payable under this Section by the Health Board in respect of locum cover or cover provided by using the services of a GP performer for a GP performer on sickness leave is £1734.18 per week or the actual costs incurred by engaging the locum or using the services of a GP performer, if lower than the maximum amount payable.

8.6. No reimbursement under this Section will be paid in respect of the first two weeks period of each period of leave of absence. After that, 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 Health Board and contractor have agreed is payable in accordance with section 8.9; and
- b) a further 26 weeks for half the full amount of the sum the Health Board and contractor have agreed is initially payable in accordance with section 8.9(a).

8.7. 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 him under this Section or Section 10 of the immediately preceding SFE. 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 8.6; or
- b) if it is more than 26 weeks, then 26 weeks of it is to be deducted from the period referred to paragraph 8.6 a) and the balance is to be deducted from the period referred to in paragraph 8.6 b).

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 Health Board initially determined was payable.

## **Payment arrangements.**

8.8. The contractor is to submit to the Health Board claims for costs actually incurred during a month by the 10th of the following 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.**

8.9. Payments under this Section are only payable if the following conditions are satisfied–

- a) the contractor must contact the Health Board as soon as practicable to reach agreement with the Health Board to the engagement of the locum or the use of the services of a GP performer. The Health Board must seek to agree the request as quickly as possible, including agreement with the contractor as to the amount that is to be paid to the practice for the locum cover or the cover provided by the use of the services of a GP performer;
- b) the board must, when considering a contractor's engagement of a locum or the use of the services of a GP performer, have reasonable regard to competitive market rates for a locum appointment or for setting costs relating to the use of the services of a GP performer when agreeing (a).
- c) Where a contractor uses the services of a GP performer, they should ensure that any claim for the maximum amount payable reasonably applies to the actual sessions replaced;
- d) the contractor must, without delay, supply the Health Board with medical certificates in respect of each period of absence for which a request for assistance with payment for locum cover or cover provided by the use of the services of a GP performer is being made;
- e) the contractor must, on request, provide the Health Board with written records demonstrating the actual cost to it of the locum cover or of the cover provided by the use of the services of a GP performer;
- f) once the cover arrangements, whether locum arrangements or arrangements relating to cover by a GP performer are in place, the contractor must inform the Health Board–
  - i. if there is to be any significant change to the cover 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 Health Board is to determine whether it still considers the locum cover or cover by the use of the services of a GP performer necessary;

- g) if the cover arrangements are in respect of a performer on leave who is or was entitled to statutory sick pay, the contractor must inform the Health Board immediately if it stops paying statutory sick pay to that employee;
- h) the performer on leave must not engage in conduct that is prejudicial to his recovery; and
- i) the performer on leave must not be performing clinical services for any other person, unless under medical direction and with the approval of the Health Board.

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

## **9. Payments for locums to cover for suspended doctors**

9.1. This section applies where a GP performer is on 1 April 2004 suspended from a medical or supplementary medical list or, on or after that day, is suspended from a performers' list.

9.2. A GP performer who is suspended from a medical performers' list either—

- a) on or after 1st April 2004; or
- b) by virtue of being suspended from a performers list,

may be entitled to payments directly from the Health Board that suspended him. This is covered by a separate determination under regulation 15 (1) of the Performers List Regulations

### **Eligible cases.**

9.3. In any case where a contractor—

- a) either—
  - i. is a sole practitioner who is suspended from his Health Board's medical performers list and is not in receipt of any financial assistance from his Health Board under section 17Q of the 1978 Act as a contribution towards the cost of the arrangements to provide primary medical services under his GMS contract during his suspension,
  - ii. is paying a suspended GP performer—
    - a. who is a partner in the contractor, at least 90% of his normal monthly drawings (or a pro rata amount in the case of part months) from the partnership account; or
    - b. who is an employee of the contractor, at least 90% of his 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 a or b for at least six months of his suspension, and the suspended GP performer is still a partner in 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) It is expected that an external locum will be engaged to provide any required cover, who is not a partner or shareholder of the contractor, or already an employee of the contractor, unless the performer on leave is a job sharer. Where there is evidence of limited or no availability of external locums the NHS board and LMC can agree that the engagement of internal locum(s) is necessary. In these circumstances any additional sessions required and approved must be provided and evidenced by the normal claim mechanisms; and
- d) the contractor is not also claiming a payment for locum cover in respect of the absent performer under another Section in this Part;

then subject to the following provisions of this Section, the Health 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 9.5).

9.4. It is for the Health 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 Health Board has offered to provide the locum cover itself and the contractor has refused that offer without good reason;
- b) it should not normally be considered necessary to employ a locum if the absent performer had a right to return but that right has been extinguished; and
- c) 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 absent performer and it is not carrying a vacancy in respect of another position which the absent performer will fill on his return.

## **Ceilings on the amounts payable.**

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

## **Payment arrangements.**

9.6. The contractor is to submit claims for costs actually incurred after they have been incurred, at a frequency to be agreed between the Health Board and the contractor, or if agreement cannot be reached, within 14

days of the end of month during which the costs were incurred. Any amount payable falls due at the end of the month after the claim is submitted.

## **Conditions attached to the amounts payable.**

9.7. Payments under this Section, or any part thereof, are only payable if the contractor satisfies the following conditions—

a) the contractor must, on request, provide the Health 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 his normal income before the suspension (i.e. his normal monthly drawings from the partnership account, his 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 Health 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 Health Board is to determine whether it still considers the locum cover necessary.

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

## **10. Payments in respect of Prolonged Study Leave**

- 10.1. 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.**

- 10.2. 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 the local Director of Postgraduate GP Education, having regard to any guidance on Prolonged Study Leave that Directors of Postgraduate GP Education have agreed nationally; and
  - c) the Health 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 for itself.

### **The Educational Allowance Payment.**

- 10.3. Where the criteria set out in paragraph 10.2 are met, in respect of each week for which the GP performer is on Prolonged Study Leave, the Health 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 Education Allowance Payment, it notifies the Health Board of that change in circumstances.
- 10.4. If the contractor breaches the condition set out in paragraph 10.3, the Health 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.**

- 10.5. 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 Health 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 10.7).
- 10.6. It is for the Health 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 Health Board has offered to provide the locum cover itself and the contractor has refused that offer without good reason;
  - b) 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
  - c) 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.
- 10.7. The maximum amount payable under this Section by the Health Board in respect of locum cover for a GP performer is £982.92 per week.

## **Payment arrangements.**

- 10.8. The contractor is to submit to the Health 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.**

- 10.9. Payments in respect of locum cover under this Section, or any part thereof, are only payable if the following conditions are satisfied—



- a) the contractor must obtain the prior agreement of the Health Board to the engagement of the locum (but its request to do so must be determined as quickly as possible by the Health Board), including agreement as to the amount that is to be paid for the locum cover;
- b) It is expected that an external locum will be engaged to provide any required cover, who is not a partner or shareholder of the contractor, or already an employee of the contractor, unless the performer on leave is a job sharer. Where there is evidence of limited or no availability of external locums the NHS board and LMC can agree that the engagement of internal locum(s) is necessary. In these circumstances any additional sessions required and approved must be provided and evidenced by the normal claim mechanisms; and
- c) the contractor must, on request, provide the Health 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 Health 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 Health Board is to determine whether it still considers the locum cover necessary.

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

## **11. Seniority Payments**

11.1. 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.**

11.2. 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 these purposes, 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 Red Book; or
- b) in the case of posts held on or after 1st April 2004, if the post-holder performs primary medical services and is-
  - i. himself 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.**

11.3. 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 the 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 Health Board or endorsed by Scottish Ministers 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 Health Board or endorsed by Scottish Ministers 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–
      - a. on 31st March 2003, that period of clinical service was counted by a Health Board as a period of registration for the purposes of a calculation of the annual rate of the GP Provider’s Seniority Payment under the Red Book, and
      - b. that period of clinical service is not counted as reckonable service by virtue of any of the preceding sub-paragraphs in this paragraph.

## **Calculation of years of Reckonable Service.**

- 11.4. Claims in respect of years of service are to be made to the Health 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 Health 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). Health Boards should only count periods of service in a calculation of a GP provider’s Reckonable Service if they are satisfied that there is sufficient evidence to include that period of service in the calculation.
- 11.5. 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 11.3 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.
- 11.6. Claims in respect of clinical service in or on behalf of armed forces pursuant to paragraph 11.3 c), are to be considered in the first instance by the Health Board, and should be accompanied by appropriate details, including dates and relevant postings. If the Health 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 Scottish Ministers, together with any comments it wishes to make.
- 11.7. Before taking a decision on whether or not to endorse the claim, Scottish Ministers will then consult the Ministry of Defence or the equivalent authorities of the country in whose, or for whose, armed forces the GP provider served or worked. Generally, the only service that will be endorsed is service where the GP provider undertook clinical duties (whether on military service or in a civilian capacity), and Scottish Ministers have received acceptable confirmation of the nature and scope of the clinical duties performed by the GP provider from the relevant authorities.
- 11.8. Claims in respect of clinical service for or on behalf of diplomatic missions abroad pursuant to paragraph 11.3 d) are to be considered in the first instance by the Health Board, and should be accompanied by appropriate details, including dates and relevant postings. If the Health 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 Scottish Ministers, together with any comments it wishes to make.
- 11.9. Before taking a decision on whether or not to endorse the claim, Scottish Ministers 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;
- 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 Scottish Ministers have 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.**

11.10. 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 his first period of Reckonable Service started (his "Seniority Date"); and
- b) the GP provider's qualifying date (see paragraph 11.2).

## **Calculation of the full annual rate of Seniority Payments.**

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

11.12. At the end of each quarter, the Health 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, his Years of Reckonable Service are the number of complete years since his first Seniority Date, and the full annual rate of the Seniority Payment payable in respect of him is the full annual rate opposite his Years of Reckonable Service in the Table below; and
- b) 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 payable in respect of him changes on his Seniority Date – and so in respect of that quarter, the full annual rate of the Seniority Payment payable in respect of him 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 his Seniority Date,
  - ii. calculate the daily rate of the full annual rate of payment for the second total of Years of Reckonable Service relevant to him (i.e. divide the annual rate by 365 or 366 where the relevant year includes 29<sup>th</sup> February), and multiply that daily rate by the number of days in that quarter after and including his Seniority Date, then add the totals produced by the calculations in heads (i) and (ii) together, and multiply by four.

**Table 5 - Years of Reckonable Service**

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

Scottish Statement of Financial Entitlements  
2018/19

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
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	£9,443
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

11.13. 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 2004, that GP provider continues to be entitled to that amount.

## **Superannuable Income Fractions.**

11.14. 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.

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

- a) NHS pensionable profits from all sources for the financial year to which the Seniority Payment relates, as reported on his certificate submitted to the Health Board in accordance with paragraph 23.11, excluding any amount in respect of Seniority Payments; by
- b) the Average Adjusted Superannuable Income.

Save that in a year when the GP provider retires and as a result his pensionable profits relate only to part of the year, then the Average



Adjusted Superannuable Income should be adjusted so that it is pro-rata for the period to which the pensionable profits relate.

11.16. The Average Adjusted Superannuable Income is to be calculated as follows–

- a) all the NHS profits, from the previous financial year, of the type mentioned in paragraph 11.15 a) of all the GP providers in Scotland who have submitted certificates to a Health Board in accordance with paragraph 23.11 by a date still to be fixed 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;

and the total produced by sub-paragraph c) is the Average Adjusted Superannuable Income amount for the calculation in paragraph 11.15.

11.17. 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 a GP provider with his Reckonable Service is payable under this SFE in respect of him. If he has a Superannuable Income Fraction of less than one third, no Seniority Payment is payable under this SFE in respect of him.

## **Amounts payable.**

11.18. 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 resulting amount is to be divided by four, and that quarterly amount is the Quarterly Superannuation Payment that the Health Board must pay to the contractor under his GMS contract in respect of the GP provider.

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

- a) qualifying 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 after and including his 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 29<sup>th</sup> February), and then multiplied by the number of days in the quarter prior to the GP provider's retirement date.

11.20. Payment of the Quarterly Seniority Payment is to fall due on the last day of the quarter to which it relates (but see paragraph 22.7).

### **Conditions attached to payment of Quarterly Seniority Payments.**

11.21. 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 him;
- b) the contractor must make available to the Health Board any information which the contractor 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 subparagraph (b) must be accurate; and
- 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.

11.22. If the conditions set out in paragraph 11.21 a) to c) are breached, the Health Board may in appropriate circumstances withhold payment of any or any part of a payment to which the conditions relate that is otherwise payable.

11.23. If a contractor breaches the condition in paragraph 11.21 d), the Health 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.

## **12. Golden Hello Scheme**

12.1. In order to qualify for a golden hello payment, a doctor must meet the conditions set out in this section and take up a post as a GP performer in a practice that the doctor has not previously worked in, which is an eligible post in accordance with this paragraph and paragraph 12.3.

12.2. Doctors who meet the above conditions may claim a golden hello payment. This claim must be made, via claim form, within 18 months of taking up an eligible post. Where a GP is awarded a Golden Hello, any adjustments or additions (e.g. where a GP becomes eligible for a full time Golden Hello) will apply based on the Golden Hello Scheme that applied at the time of approval. For the avoidance of doubt, if a GP performer stops being employed in a post which entitled them to receive a Golden Hello payment, they are not eligible to apply for a further Golden Hello in any practice where they had previously received a Golden Hello payment.

### **Eligible posts - Conditions for Golden Hello Payments**

12.3. A doctor will be eligible for a payment under the Golden Hello Scheme if, after 1<sup>st</sup> April 2018, they take up a post as a GP performer with a GP contractor who has confirmed with the Health Board in advance of advertising the post that it is eligible for payments under paragraphs 12.4 or 12.5-. A Golden Hello is available either where -

- i. the post is in a practice in a location attracting payments for remoteness and rurality;
- ii. the post is in a practice with a patient list attracting payments for deprivation;

or

- iii. the GP Contractor is able to provide evidence, specific to the local area, of significant difficulties around recruitment and/or retention of GPs within that area and that evidence is accepted by the Health Board (in consultation with the Health and Social Care Partnership), and the Local Medical Committee;

and the following requirements are met-

- a) the post is as a GP performer employed or engaged by a contractor;
- b) the post, if part-time-

- i. involves a working commitment that generates a Time Commitment Fraction of at least one day per week; or
  - ii. with any other post held by the doctor that also entails performing primary medical services together involve working commitment that generates a Time Commitment Fraction of at least one day per week;
- c) if the doctor is an employee of the contractor, he is on a contract–
- i. for an indefinite period or
  - ii. for a fixed term of more than two years;
- d) subject to the provisions in this Section for making further payments because of new commitments, they have not previously received (or where they did previously receive a golden hello but subsequently it was wholly repaid) a payment under–
- i. this Section or any previous edition of the General Medical Services Statement of Financial Entitlements;
  - ii. paragraph 15 of the Red Book; or
  - iii. the Golden Hello Scheme under a section 17C (formerly Personal Medical Services) contract.

unless the new payment is for a remote and rural practice.

## **Payments for practices with recruitment difficulties under the Golden Hello Scheme**

- 12.4. A golden hello will be paid to every GP taking up an eligible post in areas with recruitment difficulties that meet the requirements of paragraph 12.3 ii and iii. The amount of the payment will be at least £5,000.

## **Payment for remoteness, rurality and deprivation under the Golden Hello Scheme**

- 12.5. Payments for a practice within an area attracting payments for remoteness and rurality or deprivation are available as follows:
- a) A golden hello of £10,000 will be paid to every GP taking up an eligible post in a remote and rural area. For these purposes, remote and rural practices are listed in Annex D.

Rates of payment will be at the following rates:

- Standard payment full-time or part-time with a time commitment fraction of 4 or more sessions a week – full payment will be made.
  - Part-time with a time commitment fraction of less than 4 sessions per week – a payment will be made of 60% of the full payment.
- b) A golden hello of between £7,500 and £12,500 will be payable to every eligible GP taking up a substantive post in one of the most deprived practices in Scotland.
- c) For the purposes of this section a link to a list of deprived practice is provided in Annex E.

A component of the payments will be made on a sliding scale with increases at a linear rate between £2,500 and £7,500 with those practices in the most deprived areas receiving the highest payment.

- d) Rates of payment will be at the following rates:
- Standard payment full-time or part-time with a time commitment fraction of 4 or more sessions a week – full payment will be made.
  - Part-time with a time commitment fraction of less than 4 sessions per week or less – a payment will be made of 60% of the full payment.
- e) Where a practice meets both the remote and rural and the deprivation criteria, the GP will be eligible for one golden hello only, whichever is the more favourable.

## Job Sharers

12.6. Each partner in a job-sharing arrangement will be eligible individually for payment under paragraphs 12.3 and 12.5 if he or she satisfies the appropriate conditions.

12.7. The amount of money payable will be dependent on the time commitment of the jobsharer.

## Changes in circumstances

12.8. If an eligible practitioner has a change in circumstances involving an increase in time commitment and/or a move to or increase in time commitment in an area that attracts additional payments within two years of the first appointment they will be entitled to make a second claim based on these new circumstances. An increase in commitment and/or move to

an area that attracts additional payments under paragraph 12.3 may occur within post, by starting a different post or by taking a second post.

12.9. An eligible practitioner who increases their commitment (in an eligible position as specified in 12.3) within 6 months of taking up an eligible post, to such a level as would have attracted a higher payment had the position been the first held will receive the standard payment for their new commitment less any payment they have previously been awarded under this paragraph.

12.10. Where, within two years, an eligible practitioner in receipt of payments under paragraph 12.3, 12.5 or 12.8 stops providing or assisting in the provision of general medical services or performing section 17C (formerly Personal Medical Services) arrangements as:

- a) a GP principal on the medical list of a Health Board;
- b) an employee of a principal assisting in the provision of general medical services;
- c) a section 17C (formerly Personal Medical Services) performer;

she or he will be required to return some or all of the payment received as specified in paragraph 12.11.

12.11. The amount of the payment returnable will be dependent on the amount of time spent as an eligible practitioner as shown below:

- a) less than 6 months as an eligible practitioner - 100%;
- b) from 6 months to 2 years as an eligible practitioner - 50%

12.12. The provisions for the return of payments will not apply where the Health Board is satisfied that the practitioner has ceased to work in this capacity due to:

- a) death;
- b) enforced early retirement from general practice due to illness or injury;
- c) exceptional personal circumstances and with the approval of the Health Board;
- d) maternity (or other extended parenting leave agreed by the Health Board) provided the GP gives an undertaking that they will return to practise and does so within a reasonable period, to be considered case-by-case by the Health Board. (As a minimum absences of up to two years will normally be considered reasonable, but requests for any longer periods should be considered sympathetically by the Health Board);

- e) transfer to a post under GMS or section 17C (formerly Personal Medical Services) arrangements elsewhere in the UK.

12.13. Periods of absence under 12.12 c) and d) shall not be included in the computation of periods of time for the purposes of paragraphs 12.7–12.15.

## Relocation costs

12.14. Where a GP takes up a substantive post in a remote and rural area (as defined at paragraph 12.5 a), support for relocation costs is available as follows:

- a) Subject to the submission of appropriate receipts, GPs are eligible to claim up to the first £5,000 of relocation costs.

## Recruitment costs

12.15. Subject to submission of appropriate receipts, practices in remote and rural areas as defined at paragraph 12.5 a) above, are eligible to claim up to the first £2,000 of recruitment costs, including, in exceptional circumstances, the cost of locum cover where there were difficulties and delays in finding a replacement practitioner.

12.16. Applications for payment must be made to Health Boards within 12 months of the date on which the doctor took up the eligible post or from the date on which the new time commitment started. Payment may be made in respect of an application submitted after this 12 month period at the discretion of the Health Board.

## Rates of payment.

**Table 6 - Golden Hello rates**

Eligibility	Rate
1. Recruitment Difficulty (as defined in paragraph 12.4)	At least £5000
2. Remote and Rural (as defined in paragraph 12.5(a))	£10,000
3. Deprived (as defined in paragraph 12.5(b))	£7,500 - £12,500
4. Criteria for both 2 and 3 met	Paragraph 12.5(e) applies



12.17. Annually Scottish Government and SGPC will jointly monitor the impact of these revised arrangements on recruitment and NHS boards' financial spend to ensure that the intention of the changes are achieved. The above arrangements also remain subject to future contractual negotiations.

### **13. Payment of Fees to Doctors Under Section 47 of Part 5 of the Adults with Incapacity (Scotland) Act 2000.**

- 13.1. Where a general practitioner carries out an assessment and issues a certificate to allow the general practitioner or member of the Primary Health Care Team who has had authority appropriately delegated and who is acting on that general practitioner's behalf or under that general practitioner's instructions to treat the patient, no fee is payable.

#### **Where an independent health professional seeks confirmation that a certificate of incapacity is in force**

- 13.2. Where a medical certificate of incapacity already exists for a patient to permit general practitioners and staff acting on their behalf to treat a patient, an 'independent health professional' (e.g. dentists, opticians and community pharmacists) may be permitted to draw upon this existing medical certificate, providing it covers the intervention proposed to treat the patient in question. Under this arrangement practices are not entitled to charge a fee.

#### **Where a general practitioner is requested by an independent health professional to carry out an assessment**

- 13.3. Where a general practitioner has not issued a certificate of incapacity and one is believed to be required by another independent health professional to treat the patient under the NHS, the practice may receive a fee for the assessment and completion of the certificate for the purposes of the independent health professional. The fee payable is £105.56.
- 13.4. Where a GP is required to undertake a second assessment and produce an additional certificate for an independent health professional to provide treatment under the NHS, having already issued a certificate which enabled the GP to treat a patient, payment of a fee of £105.56 is payable to the GP.
- 13.5. Applications for payment should be completed and sent to the local Practitioner Services Division for processing and payment.

- 13.6. Claims will be the subject of checks by Practitioner Services Division with the independent health professional requesting the assessment and certificate.
- 13.7. Payments of Fees to Doctors Under Section 47 of Part 5 of the Adults with Incapacity (Scotland) Act 2000 will be considered part of total value of the GMS contract from 1 April 2017.

## **14. Doctors' Retainer Scheme**

- 14.1. The GP Retainer scheme enables qualified GPs, who are unable for the present to commit themselves to a more substantive GP post, to continue working in General Practice in order to maintain and develop their skills and enter a permanent post when their circumstances permit.

### **Payments in respect of sessions undertaken by members of the Scheme**

- 14.2. Subject to paragraph 14.3, where—

- a) a contractor who is considered as a suitable employer of members of the Doctors' Retainer Scheme by the Director of Postgraduate GP Education 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 have been arranged by the local Director of Postgraduate GP Education,

the Health Board must pay to that contractor under its GMS contract £76.92 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 arrangements**

- 14.3. The Health Board must pay to the contractor under its GMS contract any payment payable under paragraph 14.2 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) public holidays
- b) 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;
- c) maternity, paternity or adoption, in accordance with the circumstances and for the periods referred to in Section 7. The maximum periods that members of the Doctor's Retainer scheme can be absent for are: 26 weeks for maternity leave, shared parental leave or for adoption leave for the parent who is the main care provider; and 2 weeks for paternity

leave or for adoption leave for the parent who is not the main care provider. Additional payments for locums covering maternity, paternity and adoption leave will not be made in such circumstances, except at the Health Board's discretion, because the contractor will already receive the sessional reimbursements for the Retainer;

- d) 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);
- e) sickness, for a reasonable period as agreed by the contractor and the Health Board;
- f) an emergency involving a dependant, in accordance with employment law and any guidance issued by The Department for Work and Pensions;
- g) other pressing personal or family reasons where the contractor and the Health Board agree that the absence of the member of the Doctors' Retainer Scheme is necessary and unavoidable.

## **Payment conditions.**

14.4. Payments under this section are 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 Health 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 Health 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 Health Board in accordance with paragraph 14.3 above, the contractor must make available to the Health Board any information which the Health 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 Health Board;
- d) the contractor must inform the Health 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 Director of Postgraduate GP Education.

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

## 15. Dispensing

15.1. Payment is made for the supply of drugs and appliances only where they have been supplied by a dispensing practice in accordance with arrangements made under Schedule 6, Part 3 of the 2018 Regulations. In this and the following paragraphs, "appliances" means appliances listed in the Drug Tariff (i.e. the Statement prepared by Scottish Ministers under regulation 9 of the National Health Service (Pharmaceutical Services)(Scotland) Regulations 2009, as amended).

15.2. Some practices are prescribing practices as well as dispensing practices, i.e. their lists include some patients who can conveniently obtain their medicines etc. from chemists, and for whom, accordingly, the practice is not required to dispense medicines but to write prescriptions and hand them to the patient in the ordinary way. This section does not apply to the supply of drugs and appliances to these 'prescribing patients' but only to those 'dispensing patients' for whom the practice has been required by the Health Board to dispense.

15.3. Payments to dispensing practices for drugs, appliances, etc. supplied to patients on the practice dispensing list, temporary residents and patients who are receiving maternity medical services or contraceptive services from the practice (and in respect of whom the Health Board have required the practice to dispense) shall be as follows:

a) the basic price. For proprietary preparations this is the List Price as defined in the Drug Tariff. For non-proprietary items the basic price is the Tariff price as listed in Parts 7, 7S, 7U and 9 of the Drug Tariff, or when not so listed, the price as determined in accordance with paragraph 13 of Part 1 of the Drug Tariff. The price of appliances shall be that listed in the Drug Tariff;

less, except where the practice has been exempted under paragraph 15.7, 15.8 or 15.9 below, a discount calculated in accordance with schedule 1 to this paragraph;

b) an on-cost allowance of 10.5% of the basic price before deduction of any discount under schedule 1;

c) a container allowance of 3.8 pence per prescription;

d) a dispensing fee as shown in schedule 2 to this paragraph, other than in relation to appliances and oxygen therapy equipment;

e) an allowance in respect of VAT in accordance with paragraph 15.5 ; and

- f) if appropriate, exceptional expenses in accordance with paragraph 15.6.

A practice may not claim payment under this paragraph for a vaccine specified in Schedule 4 (a) .

- 15.4. Payments in respect of the supply of oxygen therapy equipment shall be made in accordance with the provisions of part 10, paragraph 6 of the Drug Tariff and shall not be subject to these discount arrangements.

- 15.5. **For the dispensing period 1 July 2011 onwards** A VAT allowance shall be paid to cover any VAT payable on the purchase of any products listed below for personal administration under a GMS contract:

- 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 closure strips).

No allowance will however be paid for any item which is centrally supplied as part of a programme such as the Childhood Immunisation Programme or any programme against a Pandemic Influenza Virus.

- 15.6. Where additional expenses have been incurred in obtaining from a manufacturer or wholesaler supplies of a drug or appliance (other than those items for which prices are given in Parts 2-5, 7, 7S and 9 of the Tariff), which a practice does not frequently require to provide, payment of the amount incurred will be authorised if the practice submits a claim giving full details to the Health Board with the appropriate prescription form and if, in any doubtful cases, the Health Board, after consultation with the GP Subcommittee of the Area Medical Committee, is satisfied that the additional expenses were necessarily incurred and were reasonable.

- 15.7. Where a practice is able to provide evidence and the Health Board, after making such enquiries as it deems necessary and after consulting the GP Subcommittee of the Area Medical Committee, is satisfied that by reason of the remoteness of the practice the practice is unable to obtain any discount on the basic price (see paragraph 15.3) for the purchase of drugs and appliances the Health Board shall approve the exemption of the practice from the application of the discount scale. In such cases the Health Board shall inform Practitioner Services Division of the period



during which the exemption should be applied. Payments will then be calculated on the full, and not the discounted, basic price. Such an exemption may be granted for a period of up to one year and may be renewed for further such periods if the practice is able to satisfy the Health Board that the practice continues to be unable to obtain any discount.

15.8. Where:

- a) a practice is able to provide evidence; and
- b) the Health Board after making such enquiries as it deems necessary and after consulting the GP Subcommittee of the Area Medical Committee is satisfied;
- c) that by reason of :
  - i. the remoteness of the practice; or
  - ii. the small quantities of drugs and appliances the practice needs to buy (normally where the total monthly basic price to be reimbursed is below that which would attract an adjustment for discount);

the practice is only able to obtain drugs and appliances at a price in excess of the basic price (see paragraph 15.3) and on average more than 5% above the basic price then Practitioner Services Division shall approve a special payment. Practitioner Services Division shall determine the appropriate level of the special payment from the scale below:

**Table 7 - Appropriate Level of Special Payment**

Where on average the price paid (excluding VAT) is:	Special Payment:
in excess of 5% and up to 10% over basic price	5% over basic price
in excess of 10% and up to 15% over basic price	10% over basic price
in excess of 15% and up to 20% over basic price	15% over basic price
in excess of 20% over basic price	20% over basic price

Practitioner Services Division shall apply the rate for the special payment and the period during which it should be applied to the basic price

payable. The VAT allowance (see paragraph 15.5) shall be calculated on the basic price plus the special payment. The on cost allowance shall be calculated on the basic price. No discount shall be applied. Such payments may be granted for a period of up to one year and may be renewed for further such periods at the same or a different rate if the practice is able to satisfy the Health Board that it continues to meet the above conditions.

## **Transitional Arrangements.**

15.9. Where a practitioner succeeds to the practice of a dispensing practitioner who at the time of their withdrawal from the performer list or medical list was:

a) exempted from application of the discount scale under paragraph 15.7 or;

b) was in receipt of the special payment provided under paragraph 15.8;

and the successor has made application to Practitioner Services Division for such exemption or special payment, Practitioner Services Division shall treat the practitioner as qualifying for the exemption or special payment as appropriate for a period of 3 months from the date of their admission to the performers list or until their application is determined, whichever is the earlier.

## **Claims.**

15.10. Payments are based on the monthly surrender and pricing of the prescriptions issued. Prescriptions for proprietary preparations (including prescriptions for non-proprietary preparations available only in proprietary form) should be endorsed with the size of the pack used in dispensing. All the prescriptions should then be noted, counted and sent under cover of Form GP34A to the appropriate Prescription Pricing Bureau (see schedule 3) within the first week of the month following that in which the prescriptions were dispensed.

15.11. Dispensing practices must submit all prescriptions for pricing in one batch under cover of one claim form relating to the practice in order that the appropriate rate of discount under schedule 1 may be applied. Practices may if they wish sub-divide the partnership batch into bundles relating to the individual practitioners and attach separate claims to each for the purpose of calculating the dispensing fees provided that all such bundles are sent to Practitioner Services Division together in one batch for the partnership.

## **Payments On Account.**

15.12. Monthly payments on account will be made by Practitioner Services Division based on about 80% of the sum due. The estimated sum due will be based on the number of prescriptions submitted for pricing and the average payments per prescription for the previous authorisation. In the case of a practice who has not previously dispensed in a practice and for whom no such authorisation is available, the estimated sum due will normally be based on the last authorisation for the practice, as appropriate. For prescriptions dispensed in February and submitted in March the practice should receive at the beginning of April about 80% of the estimated sum due for February plus the balance of the sum due for prescriptions dispensed in January. Where, because the average cost of prescriptions varies significantly from month to month, it appears to Practitioner Services Division that payment of the amount notified would be likely to result in an overpayment, Practitioner Services Division will pay a lesser amount on account.

## **Examination Of Prescription Forms.**

15.13. Priced prescription forms will not normally be returned to a practice. However any practice which has supplied drugs and appliances and which wishes to examine their prescription forms after they have been priced should inform Practitioner Services Division so that they may make the necessary arrangements. It would normally be from 2 to 6 months after pricing before the forms are available for inspection at Practitioner Services Division premises.

## **Accounting.**

15.14. In order to ensure that the annual surveys of practitioners' practice expenses carried out by HM Revenue and Customs are as accurate as possible, practitioners should ensure that their actual expenditure on drugs and appliances are shown 'gross' in their accounts. Payments under this paragraph should be brought to account 'gross' as 'income'.

## Paragraph 15/Schedule 1: Discount Scale

**Table 8 - Discount Scale**

Total Basic Price of all Prescriptions submitted for Pricing by Practitioner/ Practice in Month	Rate of Discount to be applied to Basic Practice %
1 – 1000	0.00
1001 – 1125	0.08
1126 – 1250	0.15
1251 – 1375	0.21
1376 – 1500	0.26
1501 – 1625	0.32
1626 – 1750	0.37
1751 – 1875	0.42
1876 – 2000	0.48
2001 – 2125	0.54
2126 – 2250	0.61
2251 – 2375	0.68
2376 – 2500	0.77
2501 – 2625	0.88
2626 – 2750	0.99
2751 – 2875	1.12
2876 – 3000	1.25
3001 – 3125	1.42
3126 – 3250	1.59
3251 - 3375	1.76
3376 - 3500	1.93
3501 - 3625	2.09
3626 – 3750	2.24
3751 - 3875	2.38

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3876 - 4000	2.53
4001 - 4125	2.69
4126 - 4250	2.85
4251 - 4375	3.01
4376 - 4500	3.15
4501 - 4625	3.29
4626 - 4750	3.42
4751 - 4875	3.54
4876 - 5000	3.68
5001 - 5125	3.81
5126 - 5250	3.86
5251 - 5375	4.09
5376 - 5500	4.23
5501 - 5625	4.35
5626 - 5750	4.47
5751 - 5875	4.59
5876 - 6000	4.70
6001 - 6125	4.81
6126 - 6250	4.91
6251 - 6375	5.01
6376 - 6500	5.11
6501-6625	5.20
6626 - 6750	5.29
6751 - 6875	5.37
6876 - 7000	5.45
7001 - 7125	5.54
7126 - 7250	5.61
7251 - 7375	5.69

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7376 – 7500	5.76
7501 – 7625	5.83
7626 – 7750	5.90
7751 – 7875	5.96
7876 – 8000	6.03
8001 – 8125	6.09
8126 – 8250	6.15
8251 – 8375	6.21
8376 – 8500	6.27
8501 – 8625	6.32
8626 – 8750	6.38
8751 – 8875	6.43
8876 – 9000	6.48
9001 – 9125	6.53
9126 - 9250	6.58
9251 - 9375	6.62
9376 - 9500	6.67
9501 - 9625	6.72
9626 - 9750	6.76
9751 - 9875	6.80
9876 - 10000	6.84
10001 - 10125	6.88
10126 - 10250	6.92
10251 - 10375	6.96

10376 - 10500	7.00
10501 - 10625	7.04
10626 - 10750	7.07
10751 - 10875	7.11
10876 - 11000	7.14
11001 - 11125	7.18
11126 - 11250	7.21
11251 - 11375	7.24
11376 - 11500	7.27
11501 - 11625	7.31
11626 - 11750	7.34
11751 - 11875	7.37
11876 - 12000	7.39
12000+ -	7.42

NB: Where a practitioner is in partnership the rate of discount to be applied is that which relates to the total Basic Price of all prescriptions submitted for pricing by all the partners.

## Paragraph 15/Schedule 2: Fee Scale

Dispensing Fees (see paragraph 15.3) - marginal fee scale for application to prescriptions submitted for pricing by practitioner/practice per month.

**Table 9 - Dispensing Fees**

Prescriptions in Bands	Payment per Prescription from * 01.04.2002
1-100	154.7
101-200	153.7

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201-300	150.2
301-450	147.2
451-600	142.7
601-650	122.2
651-700	119.2
701-750	115.2
751-800	113.7
801-850	108.2
851-900	103.2
901-950	100.2
951-1000	94.7
1001-1050	92.7
1051-1100	88.2
1101-1150	83.7
1151-1200	81.7
1201-1250	76.7
1251-1300	74.7
1301-1350	70.2
1351-1400	64.2
1401-1450	62.2
1451-1500	57.2
1501-1750	84.7
1751-2000	94.7
2001-2250	92.7
2251-2500	90.2
2501-2750	88.7
2751-3000	86.2
3001-3250	85.7



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3251-3500	84.7
3501-3750	83.2
3751-4000	82.7
4001-4250	81.7
4251-4500	79.7
4501-4750	78.7
4751-5000	77.7
5001-5250	77.2
5251-5500	75.7
5501-5750	74.7
5751-6000	73.7
6001-6250	72.7
6251-6500	71.7
6501-6750	70.7

\* Payment will be reduced by 1p per prescription for each additional 250 prescriptions per month in excess of 6,750.

## **Paragraph 15/Schedule 3: Address for Claims**

### **ADDRESSES TO WHICH DISPENSING PRACTICES SHOULD SUBMIT THEIR CLAIMS**

Practitioner Services Division (Pharmacy)  
3 Bain Square  
Livingston  
EH54 7DQ

## **Paragraph 15/ Schedule 4: List of Vaccines**

Subject to the provisions of b) below, no payments are payable under paragraph 15 in respect of the products listed in paragraph a) below, which are centrally supplied as part of the Childhood Immunisation Programme-

- a) MMR (Measles, Mumps and Rubella); BCG (Bacillus Calmette-Guerin); Tuberculin Purified Protein Derivative; Meningococcal C conjugate vaccine and Rotavirus (for children under 5 and persons entering the first year of higher education);

DTaP/IPV/HiB (Diphtheria/Tetanus/Pertussis/Inactivated Polio/Haemophilus influenzae type B); dTaP/IPV (low dose Diphtheria/Tetanus/Pertussis/Inactivated Polio); DTaP/IPV (Diphtheria/Tetanus/Pertussis/Inactivated Polio); and Td/IPV (Diphtheria/Tetanus/ Inactivated Polio); HiB/MenC (Haemophilus influenzae type B/meningitis C) and PCV/PPV (pneumococcal);

- b) payments are payable under this Section in respect of Td/IPV (Diphtheria/Tetanus/ Inactivated Polio) where that product is used for the treatment of adults or 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.

## **Part 5 Payments for other purposes**

### **16. Premises**

- 16.1. There are other premises costs payable under GMS contracts which are dealt with in the Primary Medical Services (Premises Development Grants, Improvement Grants and Premises Costs) Directions 2004. These include payments in respect of new premises development and improvement projects, and payments in respect of recurring premises costs such as mortgage repayments, rent payments and notional rent payments.

### **17. IT Expenses**

- 17.1. The National Health Service (General Medical Services Contracts) (Scotland) Regulations 2018 outline Health Board's responsibilities for providing integrated information management, technology systems and telecommunications links (Schedule 6, Part 5, paragraph 71).

### **18. Occupational Health**

- 18.1. On 31 October 2016 an Occupational Health service was launched across Scotland, in order to provide a consistent level of service of Occupational Health services for primary care staff. An occupational health service will be provided for primary care staff.

### **19. Provision of Emergency Oxygen**

- 19.1. Every GP practice in Scotland will be supplied with oxygen and defined accessories, to assist with emergencies as required.

- 19.2. The defined accessories provided under the national contract are:

Oxygen cylinder	(#1)
Guedel Airways sizes 0, 1, 2, 3, 4	(#1)
High concentration reservoir mask	(#1)
Oxygen gas sign	(#1)
Laminated Instructions	(#1)
Emergency bag containing the above	(#1)

## **20. Appraisal Premium**

20.1. Every GP practice in Scotland is reimbursed for the cost of appraisals through an Appraisal Premium for each practitioner. £200,000 was included in the Global Sum in 2017/18 for this purpose and this will be subject to the same uplifts as the rest of the Global Sum.

## **21. Protected Time**

21.1. Each GP practice will have Protected Time consisting of one session a month (usually within practice time) to allow GPs to maintain and develop their training and skills, and those of their practice teams.

21.2. The payment for Protected Time under paragraph 21.1 will be £2540 per practice a year, paid monthly.

## **Part 6 Supplementary Provisions**

### **22. Administrative Provisions**

#### **Overpayments and withheld amounts.**

22.1. Without prejudice to the specific provisions elsewhere in this SFE, if a Health 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 Health 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 Health Board is entitled to repayment of all or part of the money paid,

the Health Board may recover the money paid by deducting an equivalent amount from any other 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 Health Board that equivalent amount.

22.2. Where a Health 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 Health Board does so or recovers the money by deducting an equivalent amount from another payment in accordance with paragraph 22.1, 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.**

22.3. 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 it falls due, it must be paid promptly (see regulation 26 of the 2018 Regulations).

22.4. 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 Health Board must–

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

22.5. 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 a Health 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 Health Board obtains the information or computer software it needs in order to calculate the payment.

## **Payments on account.**

22.6. Where the Health Board and the contractor agree (but the Health Board's agreement may be withdrawn where it is reasonable to do so and if it has given the contractor reasonable notice thereof), the Health 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 22.1 applies.

22.7. Health Boards 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 his certificate submitted to the Health Board in accordance with paragraph 23.11, and
  - ii. any amount in respect of Seniority Payments,  
  
have been established.

If a Health Board cannot reach agreement with a contractor on a payment on account in respect of a Quarterly Seniority Payment pursuant to paragraph 22.6, it must nevertheless pay to the contractor on account a reasonable approximation of 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 22.5). If that payment results in an overpayment in respect of the Quarterly Seniority Payment, paragraph 22.1 applies.

## **Payments to or in respect of suspended doctors whose suspension ceases.**

22.8. If the suspension of a GP from a medical practitioners list ceases, and–

- a) that GP enters into a GMS contract that takes effect for payment purposes on or after 1st April 2004, any payments that the GP received under a determination made under regulation 15(1) of the Performers List Regulations may be set off, equitably, against the payments that he is entitled to receive under his GMS contract pursuant to this SFE; or
- b) a contractor is entitled to any payments in respect of that GP pursuant to this SFE and a payment was made to the GP pursuant to a determination made under regulation 15(1) of the Performers List 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 him pursuant to this SFE.

## **Effect on periodic payments of termination of a GMS contract.**

22.9. 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 the 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.

This 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.**

22.10. With exception to the time limits relating to Golden Hello claims under paragraph 12.2, payments under this SFE are only payable if claimed within 3 years of the date on which they could first have fallen due (albeit that the due date has changed pursuant to paragraph 22.5).

## **Dispute resolution procedures.**

22.11. Any dispute arising out of or in connection with this SFE between a Health 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 of the 2018 Regulations).

22.12. The procedures require the contractor and the Health Board to engage with the local dispute resolution process with a view to resolving the dispute between themselves before referring it for determination.



## **Protocol in respect of locum cover payments.**

22.13. Part 4 sets out a number of circumstances in which Health Boards are obliged to pay a maximum amount per week for locum cover in respect of an absent performer. However, even where a Health 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 cases where the maximum directed amount is payable.

22.14. As a supplementary measure, Health Boards are directed to adopt and keep-up-to date a protocol, which they must take all reasonable steps to agree with any relevant GP sub-committee of the area medical committee, setting out in reasonable detail–

- a) how they are likely to exercise their discretionary powers to make 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) 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;
- c) how they are likely to exercise their discretionary powers to make payments in respect of a GP performer who is on long term sickness leave, where locum cover payments are no longer payable in respect of him under Section 8. In determining the amounts that may be appropriate in these circumstances, Health Boards are not expected to exceed the half rate payable in the second period of 26 weeks under paragraph 8.6 b), or the amount that would be payable under the NHS Superannuation Scheme (Scotland) Regulations if the performer retired on grounds of permanent incapacity, whichever is the lower; and
- d) where they are not obliged to make payments 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.

Where a Health 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.**

22.15. The starting point for the determination of a contractor's Contractor Registered Population is the number of patients recorded by PSD of NHS National Services Scotland 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.

22.16. However, in respect of any quarter, this number may be adjusted as follows–

a) if a contractor satisfies a Health Board that a patient who registered with it before the start of a quarter was not included in the number of patients recorded by PSD of NHS National Services Scotland as being registered with it at the start of that quarter, and the Health Board received notification of the 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 they were registered with another of the Health Board'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 by PSD of NHS National Services Scotland 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 Health Board until after the second day of the previous quarter;

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

c) if a patient is not recorded by PSD of NHS National Services Scotland 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.

22.17. If a contractor wishes its Contractor Registered Population to be adjusted in accordance with paragraph 22.16, it must–

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

and the Health Board must seek to resolve the matter as soon as is practicable. If there is a dispute in connection with the adjustment, paragraphs 22.11 and 22.12 apply.

## **23. Pension Scheme Contributions**

### **Health Boards' responsibilities in respect of contractors' employer's and employee's pension contributions**

23.1. There are currently two pension schemes for the NHS in Scotland. New members and members re-joining after a 5 year break will be members of the Career Average Revaluation Scheme (CARE) which was introduced from 1 April 2015. The previous Superannuation Scheme comprising of the 2008 and 1995 sections was closed to new members from 31 March 2015. However some members who were given protection will remain in the 1995/2008 scheme either indefinitely or to the date their protection expires. Information about the NHS schemes in Scotland can be found on the Scottish Public Pension Agency (SPPA)'s website at [www.sppa.gov.uk](http://www.sppa.gov.uk). It should be noted however that the process for the collection of contributions is the same across both schemes.

23.2. Employer's pension 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 National Health Service Education for Scotland, which act as their employer for pension purposes whilst in General Practice.

23.3. Under all the relevant “pension scheme regulations” (which for the purposes of this section refer to the regulations detailed below), contractors continue to be responsible for paying the employers' pension contributions of practice staff who are members of the scheme and for collecting and forwarding to the SPPA both employers and employee's pension contributions in respect of their practice staff. With effect from 1st April 2004, contractors also became responsible for paying to the SPPA both the employer's and employee's pension contributions for–

- a) non-GP providers;
- b) GP performers who are not GP Registrars; and
- c) Assistant Practitioners;

who are members of the NHS scheme. The detail of all these arrangements is set out in the pension scheme regulations which are:

The NHS Superannuation Scheme (Scotland) Regulations 2011 (the 1995 section).

The NHS Superannuation Scheme (2008 Section)(Scotland) Regulations 2013  
( the 2008 section)

## The NHS Pension Scheme (Scotland) Regulations 2015 (the 2015 scheme)

The regulations can be viewed on the [SPPA website](#).

23.4. In this Section non-GP providers and GP performers who are not GP Registrars are together referred to as “Pension Scheme Contributors”. References to the “NHS Pension Scheme” relate to Scheme membership under any of the Pension sections or scheme regulations detailed in paragraph 23.3.

23.5. The cost of paying Pension Scheme Contributors’ employer’s and employee’s pension 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 NHS pensionable profits for the purposes of the applicable pension section or scheme regulations will have included provision for all the payable pension contributions in respect of its Pension Scheme Contributors in the contract price; and
- b) the payments from the NHS Board (or PSD on its behalf) to the contractor in respect of services under the GMS contract, together with the contract price of any other contract to provide services which give rise to NHS pensionable profits for the purposes of the applicable pension section or scheme regulations that the contractor has entered into, also cover the cost of any additional voluntary contributions that the NHS Board (or PSD on its behalf) is obliged, to forward to the SPPA or an Additional Voluntary Contributions Provider on the contractor’s, or its Pension Scheme Contributors’, behalf.

23.6. Accordingly, the costs of paying the employer’s and employee’s pension contributions of a contractor’s Pension Scheme Contributors under the applicable pension section or scheme regulations in respect of their NHS pensionable profits from all sources – unless pensioned for the purposes of the applicable pension section or scheme regulations elsewhere, for example, under a contract of employment with a NHS Board – are all to be deducted by PSD of NHS National Services Scotland from the monies paid to the contractor, pursuant to this SFE.

## **Monthly deductions in respect of pension contributions**

23.7. The deductions are to be made in two stages. First, PSD of NHS National Services Scotland must, as part of the calculation of the net amount of a contractor’s monthly payments under this SFE, deduct an

amount that represents a reasonable approximation of a monthly proportion of–

- a) the contractor's liability for the financial year in respect of the employer's pension costs under the applicable pension section or scheme regulations relating to any of the contractor's Pension Scheme Contributors (i.e. a reasonable approximation in respect of their total NHS Pension Scheme NHS pensionable profits which are not pensioned elsewhere) who are members of the NHS Pension Scheme (Scotland);
- b) those Pension Scheme Contributors' related employee's pension contributions (including added years contributions); and
- c) any payable Money Purchase Additional Voluntary Contributions in respect of those Pension Scheme Contributors.

Before determining the monthly amount to be deducted, PSD of NHS National Services Scotland must take 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.

23.8. Pension 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 relevant NHS Board and the contractor may agree that the payment is to be made net of any pension contributions that the Health Board is responsible for collecting on behalf of the SPPA or an Additional Voluntary Contributions Provider. In the absence of such an agreement, the default position is that the contribution will be calculated as part of the finalisation of the pension contributions for the financial year and the contributions will actually be deducted from payments made to the practice in the following financial year.

23.9. An amount equal to the monthly amount that PSD of NHS National Services Scotland (or the NHS Board where pensioned separately) deducts must be remitted to the SPPA and any relevant Money Purchase Additional Voluntary Contributions Providers no later than –

- a) the 19<sup>th</sup> day of the month after 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 23.7(c).

## **End-year adjustments.**

- 23.10. After the end of any financial year the final amount of each Pension Scheme Contributor's pensionable income in respect of the financial year will need to be determined. For these purposes, the pensionable income of a Pension Scheme Contributor is their total NHS pensionable profits, as determined in accordance with the applicable pension section and scheme regulations.
- 23.11. 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 PSD of NHS National Services Scotland—
- 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 and Customs return on which the certificate must be based.
- 23.12. Seniority Payments have to be separately identifiable in the certificate for the purposes of confirming the amount of GP providers' Seniority Payments. Seniority Payment figures in the certificates forwarded to PSD of NHS National Services Scotland 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 Pensionable 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 Health Board so that the correct amount of their Seniority Payments may be determined.
- 23.13. Once a contractor's Pension Scheme Contributors' pensionable earnings in respect of a financial year have been agreed, PSD of NHS National Services Scotland must—
- a) if its deductions from the contractor's payments under the SFE for the relevant financial year relating to the pensionable contributions in respect of those earnings—
    - i. did not cover the cost of all the employer's and employee's superannuation contributions that are payable by the contractor or the Pension Scheme Contributors in respect of those earnings—

- a) 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
  - b) 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 Contributor's relevant NHS Board the amount outstanding; or
- ii. were in excess of the amount payable by the contractor and the Pension Scheme Contributor to the SPPA in respect of those earnings, repay the excess amount to the contractor promptly; and
- b) forward any outstanding employer's and employee's pension contributions due in respect of those earnings to the SPPA (having regard to the payments it has already made on account in respect of those Pension Scheme Contributors for that financial year).

## **Locums.**

- 23.14. There are different arrangements for pension contributions of locums, and these are not covered by this SFE.



## **A Annex A Glossary**

### **PART 1**

#### **ACRONYMS**

The following acronyms are used in this document:

CRP – Contractor Registered Population  
FYOIP – Five-Year-Olds Immunisation Payment  
GMS – General Medical Services  
GSE – Global Sum Equivalent  
GSMP – Global Sum Monthly Payment  
LMC – Local Medical Committee  
NHS – National Health Service  
PQL – Practice Quality Lead  
PSD – Practitioner Services Division of NHS National Services Scotland  
TYOIP – Two-Year-Olds Immunisation Payment

### **PART 2**

#### **DEFINITIONS**

Unless the context otherwise requires, words and expressions used in this SFE and the 2018 Regulations bear the meaning they bear in the 2018 Regulations.

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

“The 1978 Act” means the National Health Service (Scotland) Act 1978. This Act was significantly amended (for the purposes of this SFE) by the Primary Medical Services (Scotland) Act 2003;

“The 2018 Regulations” means the National Health Service (General Medical Services Contracts) (Scotland) Regulations 2018.

“Additional Services” means the following services: cervical screening services, child health surveillance, maternity medical services, contraceptive services, childhood immunisations and pre-school boosters, and vaccinations and immunisations.

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

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

“Childhood Immunisations and Pre-school Boosters” is to be construed as a reference to the Childhood Vaccinations and Immunisations additional service referred to in the 2018 Regulations.

“Contractor” means a person entering into, or who has entered into, a GMS contract with a Health Board.

“Contractor Registered Population”, in relation to a contractor, means – subject to any adjustment made in accordance with paragraph 22.16 – the number of patients recorded by PSD of NHS National Services Scotland 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 Annex B.

“DES Directions” means the Primary Medical Services (Directed Enhanced Services) (Scotland) Directions 2017.

“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;
- c) a medical practitioner who is a partner in a contractor that is a limited liability partnership;
- d) a medical practitioner who is a shareholder in a contractor that is a company limited by shares; and
- e) a medical practitioner who is a member in a contractor that is a company limited by guarantee.

“Employing authority” has the same meaning as in the NHS Superannuation Scheme (Scotland) Regulations.

“Full-time” means in relation to a performer of primary medical services –

- (a) with a contract of employment, a contractual obligation to work for at least 37½ hours per normal working week, or
- (b) without a contract of employment (which is only relevant in the context of Golden Hello payments), an equivalent working commitment of at least 37½ hours per normal working week,

where 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.

“GMS contract” means a general medical services contract under section 17J of the 1978 Act.

“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 a medical performers’ list of a Health Board; and
- b) who performs medical services under a GMS contract, and who is–
  - i. himself a GMS contractor (i.e. a sole practitioner); or
  - ii. an employee of, a partner in, a member of, or a shareholder in the contractor.

“GP provider” means a GP who is–

- a) himself a GMS contractor (i.e. a sole practitioner);
- b) a partner in a partnership or limited liability partnership that is a GMS contractor;
- c) a shareholder in a company limited by shares that is a GMS contractor; or
- d) a member in a company that is a GMS contractor.

“GP registrar” has the same meaning as in regulation 2 of the National Health Service (Primary Medical Services Performers Lists) (Scotland) Regulations 2004. (“the Performers List Regulations”)

“Health Board’s cut-off date for calculating quarterly payments” means the date in the final month of a quarter, determined by a Health 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.

“Income and Expenses Guarantee” is to be construed in accordance with paragraph 3.1.

“Income and Expenses Guarantee “Monthly Payment” is to be construed in accordance with paragraph 3.8.

“Initial Global Sum Monthly Payment” is to be construed in accordance with paragraphs 2.4 and 2.9.

“Medical Performers List” is to be construed in accordance with regulation 4(1) of the Performers List Regulations.

“Money Purchase Additional Voluntary Contributions Provider” is an “authorised provider” as defined in section 10(6) of the Superannuation Act 1972.

“Money Purchase Additional Voluntary Contributions” means voluntary contributions made by a member of an occupational pension scheme over and above his or her normal contributions.

“NHS Pension Scheme Regulations” means the National Health Service Superannuation Scheme (Scotland) Regulations 1995, as amended.

“Non-GP provider” has the same meaning as in the NHS Pension Scheme Regulations and includes:

- a) a partner in a partnership that is a GMS practice who is not a GP provider and who demonstrates to the satisfaction of the scheme manager that they assists in the provision of NHS services provided by that practice;
- b) a partner in a partnership or a limited liability partnership—
  - i. all of whose members have entered into a Section 17C Agreement for the provision of primary medical services, but
  - ii. who is not a GP provider and who demonstrates to the satisfaction of the scheme manager that they assist in the provision of NHS services provided by that partnership;
- c) a partner in a partnership or a limited liability partnership that is an HBPMS contractor—
  - i. that has entered into an HBPMS contract for the provision of primary medical services, but
  - ii. who is not a GP provider and who demonstrates to the satisfaction of the scheme manager that they assist in the provision of NHS services provided by that partnership;
- d) a shareholder in a company limited by shares or a member in a company limited by guarantee that is—
  - i. a GMS practice, or
  - ii. a Section 17C Agreement practice or an HBPMS contractor that has entered into a Section 17C Agreement or an HBPMS contract for the provision of primary medical services,

but who is not a GP provider and who demonstrates to the satisfaction of the scheme manager that they assist in the provision of NHS services provided by that company;

- e) an individual who is a Section 17C Agreement practice or an HBPMS contractor, but who is not a GP provider and who demonstrates to the satisfaction of the scheme manager that they participate in the provision of NHS services.

“Opt-Outs Adjustment” is to be construed in accordance with paragraphs 3.5 and 3.6.

“Part-time” means in relation to a perform of primary medical services –

- i. with a contract of employment, a contractual obligation to work for less than 37½ hours per normal working week, or
- ii. without a contract of employment (which is only relevant in the context of Golden Hello payments) an equivalent working commitment which is less than 37½ hours per normal working week,

where the hours total may be made up 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.

“Pension Scheme Contributor” shall be construed in accordance with paragraph 23.4.

“Performers List Regulations” means the National Health Service (Primary Medical Services Performers List) (Scotland) Regulations 2004.

“PMS agreement” means an agreement pursuant to section 17C of the 1978 Act to provide primary medical services.

“PMS provider”, except where the context otherwise indicates means a person or body who is providing primary medical services in accordance with an agreement pursuant to section 17C of the 1978 Act.

“Practice Quality Lead” means a GP (not necessarily always the same GP) from each practice within a cluster with the responsibility and protected time to lead on practice continuous Quality Improvement activity, including linking with the Cluster Quality Lead.

“Quarter” means a quarter of the financial year.

“Reckonable Service” is to be construed in accordance with paragraph 11.3.

“Red Book” means the Statement of Fees and Allowances under regulations 35 and 36 of the National Health Service (General Medical Services) (Scotland) Regulations 1995, as it had effect on 31st March 2004. However, for the purposes of paragraph 11.3 e) ii a, it means the Statement of Fees and Allowances under regulations 35 and 36 of the National Health Service (General Medical Services) (Scotland) Regulations 1995, as it had effect on 31st March 2003.

“Sole practitioner” means a GP performer who is himself a contractor.

“Suspended”, in relation to a GP performer, means suspended from a medical performers list.

“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 37½ 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.

## **B Annex B The Scottish Workload Formula (SWF) for General Medical Services**

### **Introduction**

- B1 The following note is an explanation of the Scottish Workload Formula (SWF) for General Medical Services (GMS) which forms part of the contract.
- B2 The SWF is a formula that allocates resources to GP practices on the basis of the workload of their patients. The SWF is responsible for the allocation of a global sum to each practice. The global sum accounts (on average) for 80-85 per cent of a practices' current income in Scotland. The remainder of the resources available to GMS flows through Health Boards (including premises, IT and seniority), enhanced services, and the Income and Expenses Guarantee ("the guarantee").

### **The Scottish Workload Formula.**

- B3 The Scottish Workload Formula (SWF) determines how the global sum in Scotland is distributed between GP practices; it does not inform the total size of the Scottish budget for the global sum. The SWF is a population-based formula at GP practice level with a series of 'weightings' to reflect the relative demand of GMS patients. The SWF allocates a weight to each patient reflecting.
- Their age and sex (demography).
  - Additional demands (deprivation and morbidity and life circumstances).

There are other weights to take account of the larger workload in regard to care home patients (1.43) and new registrations (1.46).

### **GP Practice Population.**

- B4 The SWF uses the registered list of each practice as the basis for the calculation.

### **Demography.**

- B5 The relative demand for GMS will to a significant extent depend on the age and sex structure of the patient. Population groups that are relatively intensive users of GP services are young women and older patients. The SWF includes a series of age and sex 'weightings' to allocate a greater weight to high-use patients. The 'weightings' which will be applied from 1 April 2018 to 31 March 2019 are summarised in the following table:

Table 10 - Demographic Weightings

Age-Band	Female	Male
0-4	1.00	1.08
5-9	0.45	0.46
10-14	0.61	0.50
15-19	1.49	0.59
20-24	1.92	0.65
25-29	1.87	0.67
30-34	1.90	0.81
35-39	1.93	0.95
40-44	2.03	1.18
45-49	2.19	1.45
50-54	2.39	1.86
55-59	2.71	2.42
60-64	3.11	3.09
65-69	3.59	3.75
70-74	4.27	4.36
75-79	4.89	5.00
80-84	5.12	5.29
85+	5.09	5.26

Note that these SWF age-sex 'weightings' are based on 2012/13 year data from the Practice Team Information (PTI) practices<sup>16</sup> and are expressed relative to a female patient aged 0-04.

**Additional Need.**

<sup>16</sup>Approximately 56 practices in Scotland provide monthly consultation returns to the PTI database.



B6 The relative demand for GMS will also depend on the socio-economic status of patients. People from deprived backgrounds typically have poorer health outcomes, higher morbidity and greater health needs. The SWF includes an index of deprivation and morbidity and life circumstances to 'weight' each patient on the practice list on the basis of the following indicators:

- Scottish Index of Multiple Deprivation decile
- Limiting long-term illness rate
- Long-term sick and unemployed

Table 11 - SIMD deciles

SIMD Deciles	Change in workload relative to the reference category
1 (Most deprived)	0
2	0
3	-0.01
4	-0.03
5	-0.05
6	-0.08
7	-0.08
8	-0.08
9	-0.10
10 (Least deprived)	-0.14

Table 12 - Morbidity and life circumstances

Morbidity and life circumstances	Weights applied to Data Zone values
Limiting long-term illness ratio	0.27
Long-term sick and unemployed	0.94

A GP practice population with a relatively higher proportion of high-use patient groups - as defined by the above set of indicators - will receive a greater share under the SWF.

### **The Weighted Practice Population.**

B7 The 'weighted' practice population or list is the registered GP practice population adjusted to reflect the Scottish 'weights' for age-sex, and additional need. The weights are calculated at the patient level: that is, the patient weight will reflect the patients' age, sex and their data zone of residence, which determines the value of the SIMD and other morbidity and life circumstances indicators. This can be illustrated as:

Patient weight = age/sex weight \* SIMD weight \* LLTI weight \* LTSU weight

(LLTI = Long-term Limiting Illness; LTSU = Long-term Sick and Unemployed)

### **Income and Expenses Guarantee ("the guarantee").**

B8 The Income and Expenses guarantee ("the guarantee") applies to all Scottish GP practices that qualify for this funding supplement. Scottish practices' indicative allocations are based on the Scottish Workload Formula. Any practice in Scotland with an indicative allocation, which is less than their equivalent global sum fees and allowances receives a guarantee.

### **Summary.**

B9 In summary the main points are that:

- The Scottish Workload Formula (SWF) is a population-based formula that allocates resources according to relative patient demand for GMS. The SAF allocates a global sum for each practice in Scotland.
- The SWF uses registered practice population data, 'weighted' for variations in demography, and deprivation between GP practice populations. The 'weighted' list is used to calculate the share of global sum resources that are allocated to the GP practice.

## **C Annex C Temporary Patients Adjustment**

- C1** The need for this arises from GPs' 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.
- C2** All contractors are to receive a payment for unregistered patients as an element in their global sum allocation.
- C3** 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.
- C4** 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 NHS Board is instead to determine for the contractor, as the basis for its Temporary Patient 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 NHS Board must discuss the matter with the contractor.
- C5** The amount calculated in accordance with paragraphs C3 to C4 is the annual amount of the contractor's Temporary Patients Adjustment, which is the amount to be included in its Initial GSMP calculation.
- C6** Once a Temporary Patients Adjustment has been determined, it remains unchanged.

## **D Annex D List of Practices for which Payments are Payable under the Golden Hello Scheme**

D1 Deprived practices for the purposes of the Golden Hello are the 40% of practices in Scotland with the largest percentage of patients living in the 15% most deprived datazones.

D2 This [link](#) provides a list of eligible deprived practices.

D3 Remote and rural practices are those with a practice location which is defined as Remote Small Town, Very Remote Small Town, Remote Rural, or Very Remote Rural.

D4 This [link](#) provides a list of eligible remote and rural practices.

## **E Annex E Scottish Immunisation Programme – General Practice Elements**

E1 The current immunisations programme has been in place since 1 June 2013.

### **Section 1 The Routine Childhood Immunisation Programme.**

E2 The background for the changes to the routine childhood immunisation programme are detailed in the [2014/15 SFE](#).

### **Routine Childhood Immunisation Schedule.**

E3 All children starting the immunisation programme at 2 months of age will follow the schedule below (see Table 13 - Vaccines to be delivered in GP practices):

Table 13 - Vaccines to be delivered in GP practices

When to immunise	Covered by SFE	Incidentally covered	Vaccine and how it is given
Two months old	Diphtheria, tetanus, pertussis, polio and <i>Haemophilus influenzae</i> type b (DTaP/IPV/HiB)	Hepatitis B (HepB)	One injection Infanrix Hexa
	Pneumococcal (PCV)		One injection (Prevenar 13)
	Rotavirus		Rotarix (Oral)
Three months old	Diphtheria, tetanus, pertussis, polio and <i>Haemophilus influenzae</i> type b (DTaP/IPV/HiB)	Hepatitis B (HepB)	One injection Infanrix Hexa
	Meningitis C (Men C)		One injection (Menjugate, Neisvac C)
	Rotavirus		Rotarix (Oral)
Four months old	Diphtheria, tetanus, pertussis, polio and <i>Haemophilus influenzae</i> type b (DTaP/IPV/HiB)	Hepatitis B (HepB)	One injection Infanrix Hexa
	Pneumococcal (PCV)		One injection

			(Prevenar 13)
12-13 months	<i>Haemophilus influenzae</i> type b, Meningitis C (HiB/Men C)		One injection (Mentorix)
	Measles, mumps and rubella (MMR)		One injection (Priorix or MMR VaxPro)
	Pneumococcal (PCV)		Pneumococcal (PCV)
Three years four months to five years old	Diphtheria, tetanus, pertussis and polio (dTaP/IPV or DTaP/IPV)		One injection Infanrix-IPV or Repevax
	Measles, mumps and rubella (MMR)		One injection (Priorix or MMR VaxPro)

#### **E4 Pharmacy issues.**

Full details on the products are available in the Summary of Product Characteristics (SPC).

#### **E5 Pneumococcal Conjugate Vaccine (PCV).**

PCV, brand name Prevenar13 is manufactured by Pfizer.

#### **E6 HiB/ Men C Vaccine.**

HiB/ Men C, brand name Menitorix® is manufactured by GlaxoSmithKline.

#### **E7 Rotavirus (Rotarix)Vaccine.**

Vaccine brand name and manufacturer - Rotarix® – manufactured by GlaxoSmithKline.

Rotavirus vaccine can be given at the same time as the other vaccines administered as part of the routine childhood immunisation programme (including BCG) and so should ideally be given at the scheduled 2 month and 3 month vaccination visits (see above).

For those practices that choose to use PGDs, national specimen PGDs for Rotarix and Men C will be available on Health Protection Scotland's [website](#), NHS Boards may choose to use these drafts as the basis of their local PGDs and tailor them to reflect local needs.

#### **E8 Funding and Service Arrangements.**

Scottish Government has reached agreement with the Scottish General Practitioners Committee of the BMA in Scotland.

GPs will be remunerated £15.02 per child for the delivery of the pneumococcal vaccinations and the additional vaccination visit at 12 months to deliver 1 dose of the combined Hib and Men C vaccines; and rotavirus vaccine.

## **Section 2 GP Childhood Programme Data**

### **E9 Data.**

For all the above programmes GP practices will be expected to provide any appropriate information required by Health Boards, Practitioner Services and Health Protection Scotland (on behalf of Scottish Government) for the purposes of public health monitoring and payment verification.

## **F Annex F Vaccines and Immunisations**

### Introduction.

F1 This Annex sets out types of vaccines and immunisations and the circumstances in which Contractors are to offer and give such vaccines and immunisations.

### PART 1

#### VACCINES AND IMMUNISATIONS WHICH ARE NOT REQUIRED FOR THE PURPOSES OF FOREIGN TRAVEL

F2 Contractors are to offer immunisations in respect of the diseases listed in Table 14 - Vaccines and immunisations not required for foreign travel (whether or not there is any localised outbreak of the diseases mentioned in Part 3) to persons who do not intend to travel abroad and provide such immunisations in the circumstances set out in Table 14 - Vaccines and immunisations not required for foreign travel.

F3 Contractors who offer and provide immunisations referred to in Table 14 - Vaccines and immunisations not required for foreign travel 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'<sup>17</sup> which is published by the UK Government's Department of Health.

Table 14 - Vaccines and immunisations not required for foreign travel

Vaccine and immunisation in respect of diseases	Circumstance in which vaccines or immunisation is to be offered and given
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;	(a) Children under the age of 6 years are to be offered immunisation in

<sup>17</sup> The Green Book and updates are published on the website of the UK Government's Department of Health (<http://www.dh.gov.uk>).



Td/IPV)	<p>accordance with the Childhood Immunisations Scheme (as referred to in Section 8).</p> <p>(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-</p> <p>(i) a primary course of three doses plus two reinforcing doses at suitable time intervals; or</p> <p>(ii) as many doses as required to ensure that a full five dose schedule has been administered, whichever is clinically appropriate.</p>
3. Hepatitis A	<p>(a) A course of immunisation is to be offered to persons who are resident-</p> <p>(i) in residential care; or</p> <p>(ii) in an educational establishment, who risk exposure to infection and for whom immunisation is recommended by the local Director of Public Health.</p> <p>(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.</p>
4. Measles, Mumps and Rubella (MMR)	<p>(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).</p> <p>(b) Children are to be offered a second dose of MMR vaccine as a follow up to the dose given under the Childhood Immunisations Scheme prior to their sixth birthday.</p> <p>(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 the complete two-dose schedule necessary to offer satisfactory</p>

	<p>protection against measles, mumps and rubella has been administered.</p> <p>(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 schedule necessary to offer satisfactory protection against measles, mumps and rubella has been administered.</p> <p>(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.</p>
5. Meningococcal Group C	<p>(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 8A.</p> <p>(b) Persons who have attained the age of 6 years but not the age of 25 years who have not previously been immunised with conjugate meningococcal C vaccine, or whose immunisation history is incomplete or unknown, are to be offered one dose of a conjugate meningococcal C vaccine.</p>
6. Paratyphoid <sup>18</sup>	No vaccine currently exists for the immunisation of paratyphoid.
7. Rabies (pre-exposure)	<p>(a) Three doses of the 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>

<sup>18</sup> No vaccine is currently available for paratyphoid. Should a vaccine subsequently become available a review of this Table would be considered and any agreed amendments specified.

	<p>(aa) at animal quarantine stations; (bb) at zoos; (cc) at animal research centres and acclimatisation centres; (dd) at ports where contact with imported animals occurs and this may include certain HM Revenue and Custom offices; (ee) persons carrying agents of imported animals; and (ff) who are veterinary or technical staff in animal health; (iv) animal control and wildlife workers who regularly travel in rabies enzootic areas; and (v) health workers who are at risk of direct exposure to body fluids or tissue from a patient with confirmed or probable rabies. (b) Reinforcing doses are to be provided at recommended intervals to those at continuing risk<sup>19</sup>.</p>
<p>8. Smallpox<sup>20</sup></p>	<p>The smallpox vaccine exists but is not available to Contractors.</p>
<p>9. Typhoid</p>	<p>(a) A course of typhoid vaccine is to be offered to the following persons-</p> <p>(i) hospital doctors, nurses and other staff likely to come into contact with cases of typhoid; and (ii) laboratory staff likely to handle material contaminated with typhoid organisms. (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.</p>

## PART 2

### VACCINES AND IMMUNISATIONS REQUIRED FOR THE PURPOSES OF FOREIGN TRAVEL

<sup>19</sup> See “Immunisation against infectious diseases – The Green Book”.

<sup>20</sup> 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 any agreed amendments specified.

- F4 Immunisation in respect of the diseases listed in Table 15 - Vaccines and immunisations required for foreign travel 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 Table 15 - Vaccines and immunisations required for foreign travel.
- F5 Contractors who offer and provide immunisations referred to in Table 15 - Vaccines and immunisations required for foreign travel as part of the Additional Services must have regard to-
- a) the guidance and information on vaccines and immunisations procedures set out in “Immunisation against infectious diseases – The Green Book 14”; and
  - b) the information on travel medicine and travel health issues provided and published through TRAVAX Scotland <sup>21</sup>.

Table 15 - Vaccines and immunisations required for foreign travel

VACCINES AND IMMUNISATION IN RESPECT OF DISEASES	CIRCUMSTANCES IN WHICH VACCINES OR IMMUNISATION IS TO BE OFFERED AND GIVEN
1. Cholera	<p>(a) A course of immunisation 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 a 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<sup>22</sup>.</p>

<sup>21</sup>TRAVAX Scotland ([www.travax.nhs.uk](http://www.travax.nhs.uk)) is maintained and continually updated by the Travel Health Team of Health Protection Scotland. It is provided as an NHS resource for health care professionals who advise patients about avoiding illness and staying healthy when travelling abroad.

<sup>22</sup> See up to date details of travel information on [www.travax.nhs.uk](http://www.travax.nhs.uk).

	<p>Persons who may be at a higher risk of infection include those who-</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</p> <p>(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>
<p>3. Paratyphoid<sup>23</sup></p>	<p>No vaccine currently exists for immunisation of paratyphoid.</p>
<p>4. Poliomyelitis</p>	<p>(a) A course of immunisation (using an age appropriate combined vaccine) is to be offered to persons travelling-</p> <p>(i) to an area where they may risk exposure to infection as a consequence of being in that area; or</p> <p>(ii) to a country where it is a condition of entry to that country that persons have been immunised.</p> <p>(b) 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).</p> <p>(c) Persons aged 6 years and over who have not had the full course of immunisation or whose immunisation history is incomplete or unknown are to be offered, either-</p> <p>(i) a primary course of three doses plus two reinforcing doses at suitable time intervals; or</p> <p>(ii) as many doses as required to ensure that a full five dose schedule has been administered, whichever is</p>

<sup>23</sup> No vaccine is currently available for paratyphoid. Should a vaccine subsequently become available a review of this Table would be considered and any agreed amendments specified.

	clinically appropriate.
5. Smallpox <sup>24</sup>	The smallpox vaccine exists but is not available to Contractors.
6. Typhoid	<p>(a) A course of typhoid vaccine is to be offered to persons travelling-</p> <p>(i) to an area where they may risk exposure to infection as a consequence of being in that area; or</p> <p>(ii) to a country where it is a condition of entry to that country that persons have been immunised.</p> <p>(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.</p>

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<sup>24</sup> 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 any agreed amendments specified.

## PART 3

### VACCINES AND IMMUNISATIONS WHICH ARE REQUIRED IN THE CASE OF A LOCALISED OUTBREAK

- F6 In the event of a localised outbreak of any of the diseases listed in paragraph F7, the Health Board must consider its response to that localised outbreak and contractors must offer and provide immunisations in accordance with any directions given by the local Director of Public Health as part of the Health Board's response to the outbreak, and those directions may make recommendations as to additional categories of persons who should be offered immunisation.
- F7 The diseases referred to in paragraph F6 are-
- a) Anthrax;
  - b) Diphtheria
  - c) Meningococcal Group C;
  - d) Poliomyelitis;
  - e) Rabies;
  - f) Tetanus; and
  - g) Typhoid.
- F8 Contractors who offer and provide immunisations in respect of the diseases mentioned in paragraph F7 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<sup>25</sup>" which is published by the UK Government's Department of Health.
- F9 Contractors who offer immunisation in the circumstances set out in paragraph F6, are not required, by virtue of this Annex, to carry out a contact tracing or trace back exercise.

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<sup>25</sup> This publication and updates are published on the website of the UK Government's Department of Health (<http://www.dh.gov.uk>).