WG - No. 20-51

THE NATIONAL HEALTH SERVICE (WALES) ACT 2006

Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 4) Directions 2020

Made *16 September 2020*

Coming into force in accordance with Direction 1(3)

The Welsh Ministers in exercise of the powers conferred on them by sections 45, 203(9) and (10) and 204(1) of the National Health Service (Wales) Act 2006(**1**), and after consulting in accordance with section 45(4) of that Act with the bodies appearing to them to be representative of persons to whose remuneration these Directions relate, give the following Directions.

Title, application and commencement

1.—(1) The title of these Directions is the Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 4) Directions 2020.

(2) These Directions are given to Local Health Boards.

(3) These Directions are made on 16 September 2020 and come into force—

(a) for the purposes of this Direction and Directions 3, 6 and 10, on the day on which these Directions are made, and

(b) for all other purposes on 1 October 2020.

(4) Directions 3 and 6 have effect from 1 April 2020.

Amendments to the Statement of Financial Entitlements

2. The Directions to Local Health Boards as to the Statement of Financial Entitlements Directions 2013(**2**) which came into force on 11 June 2013, as amended by the Directions listed in Annex J at Schedule 1 to these Directions, are further amended as follows.

Amendment of Part 1 – GLOBAL SUM AND MINIMUM PRACTICE INCOME GUARANTEE

3. In Section 2: GLOBAL SUM PAYMENTS—

(a) in paragraph 2.3 for " £91.77" substitute—

"—

(**1**) 2006 c.42.
(**2**) Directions to Local Health Boards as to the Statement of Financial Entitlements Directions 2013 (2013 No.8).

(a) £93.81, for the period beginning with 1 April 2020 and ending with 30 September 2020; and

(b) £95.07 beginning with 1 October 2020."; and

(b) after paragraph 2.4, insert—

"**2.4A.** £1.24 of the figures of £93.81 and £95.07 in paragraphs 2.3(a) and (b) is to account for the agreed 2.8% increase in annual remuneration to practice staff employed by the GMS contractor and which GMS contractors must reflect as at least a 2.8% pay increase for those staff from 1 April 2020. The LHB may recover this amount from a GMS contractor in accordance with section 19 if it becomes apparent that the GMS contractor has not increased the remuneration of their practice staff by at least 2.8% for the financial year 2020/2021.";

(c) in paragraph 2.17 for "2020" substitute "2021"; and

(d) in the heading to paragraph 2.19 for "2019/2020" substitute "2020/2021".

Amendment of Part 2 – QUALITY ASSURANCE AND IMPROVEMENT FRAMEWORK

4. In Section 4: GENERAL PROVISIONS—

(a) in paragraph 4.15 omit "(e.g. the production of disease registers)";

(b) in paragraph 4.16 omit the first sentence; and

(c) for paragraph 4.34 substitute—

"**4.34.** For the QAIF (QA and QI) 2020/21 year there will be 60 points awarded to GMS contractors for undertaking the mandatory COVID Learning QI project.".

Amendment of Part 4 – PAYMENTS FOR SPECIFIC PURPOSES

5. In Section 10: *SHINGLES IMMUNISATION PROGRAMME* omit paragraphs 10.10 to 10.12.

6. For **Section 12 (*PAYMENTS FOR LOCUMS OR SALARIED GPs ON A FIXED TERM CONTRACT OR GP PERFORMERS COVERING SICKNESS LEAVE*)** substitute **Section 12 (*PAYMENTS FOR GP LOCUMS OR SALARIED GPs ON A FIXED TERM CONTRACT OR GP PERFORMERS OR INDEPENDENT PRESCRIBER LOCUMS COVERING SICKNESS LEAVE)*** at Schedule 1 to these Directions.

Amendment of Annex D – Quality Assurance and Improvement Framework

7. In Part 1: Introduction—

(a) in paragraph D.5—

(i) omit "the disease registers,", and

(ii) for "81" substitute "48";

(b) in paragraph D.6—

(i) for "ten" substitute "9", and

(ii) for "101" substitute "77";

(c) in paragraph D.7 for "182" substitute "125";

(d) in paragraph D.11 for the second sentence substitute "In the QAIF (QA and QI) 2020/21 year, GP providers must undertake the mandatory QI COVID learning project.";

(e) for the heading above paragraph D.19 "**Disease Registers**" substitute "**Indicators**";

(f) omit paragraph D.19;

(g) for paragraph D.20 substitute—

"D.20 For FLU001W and FLU002W indicators there is a target population group which is the registered patient population aged 65 years or over and registered patients aged under

65 years included in (any of) the registers for CHD, COPD, Diabetes or Stroke who have had influenza immunisation in the preceding 1 August to 31 March."

(h) for paragraph D.24 substitute—

"D.24 Exception reporting applies to the FLU001W, FLU002W and DEM002 indicators in the clinical domain of QAIF QA where the achievement is determined by the percentage of patients receiving the influenza immunisation] or a dementia review undertaken."; and

(i) in paragraph D.25 omit "on the relevant disease register or".

8. In Part 2: Clinical Sub-Domain Active and Inactive Registers and Indicators—

(a) in the Part heading omit "and Inactive Registers and";

(b) in the sub-part heading omit "Registers and";

(c) after the heading "**Clinical Sub-Domain Active Registers and Indicators**" omit all table headings and entries beginning with "**Atrial fibrillation (AF)**" and ending with "**Obesity (OB)**";

(d) in the table entry "**Dementia (DEM)**" in the Indicator column after "reviewed" insert "in person or if clinically appropriate via telephone or remote video consultation";

(e) in the column next to the entry "**Total Clinical Sub-Domain Active QAIF Points**" for "**81**" substitute "**48**";

(f) after the heading "**Clinical Sub-Domain Inactive Indicators**" omit "**Atrial Fibrillation (AF)**" and the table associated with it; and

(g) in the column next to the entry "**Total Clinical Sub-Domain Inactive QAIF Points**" for "**101**" substitute "**77**".

9. In Part 4: Quality Improvement (QI)—

(a) for the heading above paragraph 4.2 "**QI Training**" substitute "**QI COVID learning project**";

(b) for paragraphs 4.2, and 4.2A substitute—

"**4.2** For the QAIF (QA and QI) year 2020/21, GMS contractors will be required to undertake the mandatory QI COVID learning project, with a focus on planning for urgent care across clusters under the new ways of working. This has strong links to work already being undertaken at cluster level and provides a focus for learning to be adopted at practice level.

4.2A Further details on the QI COVID learning project may be requested by emailing GMSContract@gov.wales from 1 October 2020."; and

(c) in paragraph 4.3 in the third bullet point for "QI training (year 1 only)" substitute "QI COVID learning project".

10. In Part 5: Access, in the Indicator column of Group 1 of the table in Access Standard 8, in the first sentence of the third bullet point after "basis" insert "which may be completed on the appropriate template/proforma".

Amendment of Annex F – Adjusted Practice Disease Factor Calculations

11. In paragraph F.4.1(c) for "AF in the period commencing 1 October 2019 and ending on 30 September 2020" substitute "COPD in the period beginning with 1 October 2020 and ending with 30 September 2021".

Amendment of Annex J – Amendments

12. For Annex J substitute Annex J attached at Schedule 2 to these Directions.

Signed by Alex Slade, Deputy Director, Primary Care Division under the authority of the Minister for Health and Social Services, one of the Welsh Ministers

Date: 16 September 2020

SCHEDULE 1 Direction 6

"*Section 12: PAYMENTS FOR GP LOCUMS OR SALARIED GPs ON A FIXED TERM CONTRACT OR GP PERFORMERS OR INDEPENDENT PRESCRIBER LOCUMS COVERING SICKNESS LEAVE*

General

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

12.2. If an employee or partner who takes any sickness leave is a performer under a GMS contract, or an employed independent prescriber takes any sickness leave, the contractor may need to employ a GP locum or a salaried GP on a fixed term contract, or use the services of a GP performer who is a party to the contract or who is already employed or engaged by the contractor, (or more than one such person) or engage an independent prescriber locum, to maintain the level of services that it normally provides. Even if the LHB is not directed in this SFE to pay for such cover, it may do so as a matter of discretion and it may also provide support in order for the contractor to provide cover for performers or independent prescribers 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 that performer previously had responsibility.

GP Locums

12.2A. For the purposes of this Section, "GP locum" means a GP Locum practitioner sourced from the All Wales Locum Register, unless when involving internal cover arrangements or in exceptional circumstances, with the agreement of the Local Health Board, where there are no available GP locums on the register.

Entitlement to payments for covering sickness leave

12.3.—(1) Where a contractor actually and necessarily engages a GP locum or a salaried GP on a fixed term contract, or uses the services of a GP performer who is a party to the contract or who is already employed or engaged by the contractor (or more than one such person), or engages an independent prescriber locum to cover the absence of a GP performer or independent prescriber on sickness leave, a phased return to work or adjusted hours, the LHB must provide financial assistance to the contractor under its GMS contract in respect of the cost of providing that cover (which will be the lower of the actual invoiced costs or the maximum amount as set out in paragraph 12.5), if it is satisfied that the conditions in paragraph (2) are met.

(2) The conditions are—

(a) if the performer or independent prescriber on sickness leave is employed by the contractor, the contractor must—

(i) be required to pay statutory sick pay to that performer or independent prescriber; or

(ii) be required to pay the performer on leave their full salary during absences on sickness leave under their contract of employment,

(b) if the GP performer's or independent prescriber'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 GP locum or salaried GP on a fixed term contract or an independent prescriber locum to cover for the GP performer during the performer's or independent prescriber's absence. But if such compensation is payable, the LHB may loan the contractor the cost of the GP locum, salaried GP on a fixed term contract or independent prescriber locum, on the condition that the loan is repaid when the compensation is paid unless—

(i) no part of the compensation paid is referable to the cost of the cover, in which case the loan is to be considered a reimbursement by the LHB of the costs of the cover 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 cover, 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 cover was successful; and

(c) the contractor is not already claiming another payment for cover of a GP locum, salaried GP on a fixed term contract or an independent prescriber locum in respect of the performer on leave pursuant to Part 4.

Discretionary payments for cover of an employed GP or an employed independent prescriber on a phased return to work or adjusted hours

12.3ZA. Where the requirements of paragraph 12.3(2)(a) are not met, the LHB may make payments in the following circumstances—

(a) the employed GP performer's or independent prescriber's phased return arrangement directly follows sickness absence leave which attracted a GP locum or independent prescriber locum payment under this Section;

(b) where the phased return or adjusted hours arrangement has been advised under a Statement of Fitness for Work (and for the period only that Statement of Fitness for Work covers or advises); and

(c) where the contractor is paying the employed GP performer or independent prescriber their full salary in respect of their phased return or adjusted hours arrangement, for example, taking account of both working and sickness absence days/sessions.

Discretionary payments for covering long-term sickness leave

12.3A.—(1) Where a contractor actually and necessarily engages a GP locum, or uses the services of a GP performer who is a party to the contract or who is already employed or engaged by the contractor (or more than one such person), or engages an independent prescriber locum, to cover the absence of a GP performer or independent prescriber on sickness leave for a period of more than the maximum period in respect of which payments are payable by virtue of paragraph 12.6 ("long term sickness leave"), the LHB may provide financial assistance to the contractor under its GMS contract in respect of the cost of engaging that GP locum or independent prescriber locum.

12.4. It is for the LHB to determine whether or not it was in fact necessary for the contractor to engage the GP locum, a salaried GP on a fixed term contract, an independent prescriber locum or to continue to engage the GP or independent prescriber locum, but the LHB must have regard to the following principles—

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

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

Ceilings on the amounts payable

12.5. The maximum amount payable under this Section by the LHB in respect of GP or independent prescriber locum cover for a GP performer or independent prescriber is £1,734.18 per week.

12.5A. Any amount payable by way of reimbursement under this Section—

(a) is not to be paid on a pro-rata basis, having regard to the absent performer's or independent prescriber's working pattern; and

(b) is to be whichever is the lower of the invoiced costs or the maximum amount payable in respect of any week specified in paragraph 12.5.

12.6. No reimbursement under this Section will be paid in respect of the first two weeks' period of the 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 or independent prescriber in respect of any such period are—

(a) 26 weeks for the full amount of the sum that the LHB has determined is payable; and

(b) a further 26 weeks for half the full amount of the sum the LHB initially determined was payable.

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

(a) if it is 26 weeks or less, is then to be deducted from the period referred to in paragraph 12.6(a); or

(b) if it is more than 26 weeks, then 26 weeks of it is to be deducted from the period referred to in paragraph 12.6(a) and the balance is to be deducted from the period referred to in paragraph 12.6(b).

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

Payment arrangements

12.9. The contractor must submit to the LHB 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

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

(a) the contractor must obtain the prior agreement of the LHB to the engagement of the GP locum, salaried GP on a fixed term contract or independent prescriber locum (but its request to do so must be determined as quickly as possible by the LHB), including agreement as to the amount that is to be paid for the cover;

(b) the contractor must, without delay, supply the LHB with a Statement of Fitness for Work in respect of each period of absence for which a request for assistance with payment for cover is being made;

(c) the contractor must, on request, provide the LHB with written records demonstrating the actual cost to it of the cover;

(d) once the arrangements for cover are in place, the contractor must inform the LHB—

(i) if there is to be any change to the arrangements for cover; or

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

at which point the LHB must determine whether it still considers the cover necessary;

(e) if the arrangements for cover are in respect of a performer on leave or an independent prescriber who is, or was, entitled to statutory sick pay, the contractor must inform the LHB immediately if it stops paying statutory sick pay to that employee;

(f) the GP performer or independent prescriber on leave must not engage in conduct that is prejudicial to that performer's or independent prescriber's recovery; and

(g) the GP performer or independent prescriber on leave must not be performing clinical or prescribing services for any other person, unless under medical direction and with the approval of the LHB.

SCHEDULE 2

Direction 12

ANNEX J – AMENDMENTS

Amendments to the Directions to Local Health Boards as to the Statement of Financial Entitlements Directions 2013 which came into force on 11 June 2013

(a) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) Directions 2013 (2013 No.60), which were made on 30 September 2013;

(b) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) Directions 2014 (2014 No.3), which were made on 16 June 2014;

(c) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 2) Directions 2014 (2014 No.17), which were made on 27 June 2014;

(d) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 3) Directions 2014 (2014 No.24), which were made on 30 September 2014;

(e) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) Directions 2015 (2015 No.7), which were made on 31 March 2015;

(f) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment No 2) Directions 2015 (2015 No.14), which were made on 01 April 2015;

(g) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment No 3) Directions 2015 (2015 No.15), which were made on 20 April 2015;

(h) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment No 4) Directions 2015 (2015 No.19), which were made on 25 June 2015;

(i) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No.5) Directions 2015, which were made on 30 September 2015;

(j) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) Directions 2016, which were made on 30 March 2016;

(k) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 2) Directions 2016, which were made on 11 April 2016;

(l) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 3) Directions 2016, which were made on 13 July 2016;

(m) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 4) Directions 2016 (2016 No.19), which were made on 16 August 2016;

(n) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No.5) Directions 2016 which were made on 15 December 2016;

(o) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 6) Directions 2017 which were made on 31 January 2017;

(p) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) Directions 2017 which were made on 27 April 2017;

(q) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No.2) Directions 2017 which were made on 9 August 2017;

(r) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No.3) Directions 2017 which were made on the 28 September 2017;

(s) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) Directions 2018 which were made on the 14 June 2018;

(t) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 2) Directions 2018 which were made on 19 November 2018;

(u) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) Directions 2019 which were made on 29 March 2019;

(v) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 2) Directions 2019 which were made on 28 June 2019;

(w) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 3) Directions 2019 which were made on 29 August 2019;

(x) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 4) Directions 2019 which were made on 30 September 2019;

(y) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 5) Directions 2019 which were made on 14 October 2019;

(z) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) Directions 2020 which were made on 24 March 2020;

(aa) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 2) Directions 2020 which were made on 22 June 2020; and

(bb) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 3) Directions 2020 which were made on 15 July 2020.