



### **For All London Practices supported by Londonwide LMCs**

The highlights of the GP Contract Agreement 2019 announcement mostly relate to the introduction of the Primary Care Network DES, supporting the development of Primary Care Networks (PCNs), and the introduction of a state-backed GP Indemnity Scheme. There are also significant changes to QOF and to IT aspirations. However, there are multiple other smaller scale but important elements to this year's agreement.

### **Contractual Changes**

#### **Carr-Hill Formula**

The underlying Carr-Hill Formula is not being changed, but there are two supplementary demographic payments being altered, these being:

- A change to the rurality index payment, which will now apply to patients only if they live within the practice boundary; relatively few practices receive what is in absolute terms a very small financial sum,
- A change to the Off-Formula London Adjustment (currently £2.18 paid unweighted alongside the Global Sum) such that it will only apply to patients who reside within London, rather than to all patients registered with a practice physically based in London. This is anticipated to impact on London's highly mobile population and those practices on the boundaries of greater London. Londonwide LMCs responded to the Digital First consultation ([see it on our website](#)) highlighting concerns about the impact of the removal of the London Adjustment on practices on the border of greater London. This contract was agreed at a national level and assurances have been given that the issue will be considered as part of future contract negotiations.

#### **Data Protection Officer (DPO)**

Different models will operate in different areas. Every practice needs to have an identified, responsible and competent DPO. This DPO might be shared and be responsible for multiple practices. CCGs are required under the revised GP IT Operating Framework to provide, directly or via their IT provider service, a DPO support function (training, documentation etc). However, in view of the new contract we advise that LMCs request CCGs are fully funding DPOs covering the practices within their area. This may be a team working across an STP footprint, or at CCG level and will be dependent on local discussions.

#### **GMS Additional Service: Contraceptive Services**

Contraceptive services will no longer be an Additional Service under the Regulations but become part of Essential Services and therefore there will be no continuing opt-out option. There will be no financial impact as a result of this change.



### **Immunisation and Vaccination Programme**

The following changes have been agreed to the Vaccination and Immunisation Programme:

- Uplift of Item of Service fee from £9.80 to £10.06, to match comparable vaccine uplifts, for:
  - Seasonal influenza and pneumococcus.
  - Pertussis.
  - Childhood seasonal influenza.
  - HPV Vaccination for women aged between 18-25 (and males when added to the GP HPV catch up programme after April 2020).
- Widening of eligibility for the seasonal influenza and pneumococcus scheme to include care home and social care staff,
- MMR Catch-up for 10-11-year olds - £5 payment for a catch-up campaign for unvaccinated 10-11-year olds; the detailed specification is at Annex D Para 33 and paid in addition to the IOS fee.

### **FP10 prescriptions to treat sexually transmitted infections**

These will have to be endorsed manually until the IT suppliers have updated their systems to permit the free dispensing of such prescriptions.

### **MHRA (Medicines and Healthcare products Regulatory Agency) Central Alerting Systems (CAS)**

From October 2019 practices will need to register a practice email address with the MRHA CAS system and monitor this and provide a mobile number to be used as an emergency backup for texts if the email system is not working.

### **National NHS marketing campaigns**

GP practices will be obliged to support up to six NHS campaigns annually, by displaying NHS provided promotional and other material; these will include campaigns on public health promotion, such as immunisations or screening.

### **NHS logo**

For GP practices who choose to use the NHS logo in relation to their NHS provided services, this will then need to be used on all information and materials relating to practice NHS services and such practices must follow the NHS identity guidelines ([www.england.nhs.uk/nhsidentity](http://www.england.nhs.uk/nhsidentity)).

### **Private GP services advertising or hosting**

GP practices will not be able to either directly or via proxy advertise or host private paid-for GP services that fall within the scope of NHS funded primary medical services. The contract promises a review of other NHS providers who offer private services co-located with NHS services, but doesn't indicate when.



### **Publication of NHS earnings (transparency)**

All GPs, whatever their contractual status, with total NHS earnings above £150K per annum, commencing with 19/20 income, will be listed by name with earnings associated. The LMC is anticipating further guidance, including the definition of included 'earned' NHS work, and the basis for calculating such income. This will be published as a salary range rather than an absolute figure.

Due to the complex way GP partners are funded, non-NHS income would have to be deducted as would expenses including employer pension contributions. Only where the final figure after these deductions exceeds £150,000 would it then be published.

### **SARs (Subject Access Requests)**

A three year annual Global Sum up-lift of £20 million to acknowledge the workload burden on practices of SARs has been agreed; NHS England anticipate that after three years digitalisation of current Lloyd-George paper records will be completed, and patients will therefore have on-line access to their electronic and digitalised records, thus allowing patients direct access to SARs relevant information directly.

### **Statement of Financial Entitlements (SFE); Shared Parental Leave**

This will now be included as reimbursable leave under the SFE.

### **Capita**

£2m will be paid into the Global Sum to cover practice administration workload over Capita failings. This will remain recurrent until Capita failings are resolved.

### **Non-Contractual Changes**

These are primarily IT/digital but also include:

- Planned Roll-out of the 'Freedom to Speak Up' Guardian in Primary Care  
This has been delayed for over two years,
- Over-the Counter (OTC) Prescribing  
NHS England has provided a 'Letter of Comfort' to GPs to reassure colleagues they will not be at risk of breaching their contract when following OTC prescribing guidance,
- Debt and Mental Health Conditions  
A 'Debt and Mental Health Evidence Form' will be developed that practices must complete free of charge, if relevant, and recoup money from the bank or other debt company requesting it,
- Temporary Resident (TR) Payments  
TR payments for practices were effectively frozen at historic levels in the 2004 Global Sum and no mechanism currently exists to adjust for often seasonal fluctuations in TR requests for treatment received by practices. NHS England is to prepare guidance to CCGs in terms of any support that can be provided to practices whose workload is affected by this issue,



- Review of Vaccination and Immunisation Programmes  
This will occur in 2019 with a review of current arrangements for:
  - Procurement of seasonal influenza vaccine for adult patients.
  - Dealing with outbreaks and catch up programmes.
  - Extending the list of chargeable travel vaccinations.

**Dr Michelle Drage, CEO of Londonwide LMCs - with thanks to Dr Julius Parker, CEO of Surrey and Sussex LMCs; Dr Matt Mayer, CEO of BBOLMCs, and Dr Hannah Theodorou, Alex Orton and Sam Dowling of Londonwide LMCs.**