

# Principles for GMS practice payments during an influenza pandemic

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A part of the NHS Confederation  
working on behalf of the 

## Introduction

1. The key principle is to ensure that GP practices are not disadvantaged financially by their involvement in responding to an influenza pandemic in line with national pandemic flu frameworks.
2. This paper confirms the agreed principles of the negotiations between the General Practitioners Committee (GPC) and NHS Employers (NHSE) on behalf of the Health Departments for England, Wales, Northern Ireland and Scotland for the maintenance of General Medical Services (GMS) practice income in the event of an influenza pandemic.
3. This agreement does not extend to local contracts e.g. PMS/Section 17c contractors, however we would recommend to the Departments of Health that they issue instructions to Primary Care Organisations (PCOs) to enter into similar arrangements with local contractors.
4. The actions contained within this paper are based on good clinical judgement and flexibility. Both parties have agreed that there will be high levels of trust exercised between the profession, PCOs and the Departments of Health. Individual circumstances and specific needs will be taken into consideration. However, both parties agreed that any practice not supporting the local pandemic plan and its implementation will not be protected by the agreements within this paper.
5. This agreement will be reviewed every three months to ensure consistency, continued relevance and fit with national pandemic management plans.

## Agreed principles

6. The purpose of this paper is to identify the principles that will be adopted in the event of a pandemic influenza outbreak in the UK.
7. The key principle is to ensure that GP practices are not disadvantaged financially by their involvement in responding to an influenza pandemic in line with national pandemic flu frameworks.
8. Practices may still incur the same level of running expenses as they will be critical in providing care and treatment to influenza infected patients, as well as continuing to maintain other essential services. As such, a methodology is being developed to ensure income is maintained. This methodology will also ensure that practices do not exploit the system in the event of a pandemic. As such it is expected that personal GP pay from NHS sources will be comparable to the previous year for a comparable working week.

## Flexibility principle

9. We will look to all local clinical and administration staff, including sessional GPs, to work flexibly within their PCO area to provide support under local arrangements in the event of a pandemic.
10. As practice NHS income has been protected it is expected that practices will actively support their staff in line with any recommendations for good practice which may be agreed.

## Practice income protection

11. In the event that some or all routine work is suspended due to an influenza pandemic, GP practice NHS income will be protected in line with the previous year's earnings and any pre agreed uplift (e.g. Doctors' and Dentists' Review Body award). The costing methodology to be used is outlined in the accompanying paper.

12. The pandemic period covers the following phases:
- Pandemic phase – from the date some routine work is suspended to the date routine work is reintroduced. With regard to income protection the start date for this will be the point at which a pandemic is declared nationally (UK alert level 2 or 3)
  - Recovery phase – the exact timing of this period will be affected by the length and severity of the pandemic, and the time of the year at which it strikes and therefore cannot be set in advance. In the event of a severe pandemic, services would need to be reinstated gradually so as not to overload the practices and their systems or supply chains.
13. The key principle only applies to practices that make themselves available to support the national and PCO response to the pandemic outbreak. If practices decide not to participate in the response they will only be paid for the work they carry out (routine/non-routine) as specified in the original Statement of Financial Entitlement (SFE) calculations.
14. It is acknowledged that, depending upon the severity of the pandemic, some practices will temporarily not be operationally competent in their current configuration. In these circumstances, practices and PCOs should work together to manage this scenario and redeploy remaining staff in consultation with the PCO and Local Medical Committee (LMC).

### **Expenses**

15. All reasonable additional expenses will be covered.
16. The existing arrangements and payment levels for expenses will apply during the pandemic, for example home visits for registered patients would be covered by the protected global sum payments rather than being considered a new expense. It is anticipated that there may be some additional expenses incurred, for example, travel outside the normal remit of GPs and practice staff, employment of additional staff to cover sick leave/death etc. and extra capacity of GPs.
17. In the event of a pandemic, locum doctors and out of hours services will be in high demand. In this event, practices and PCOs will be protected against higher rates being charged for these services. Once the pandemic announcement has been triggered, PCOs should work in partnership with LMCs to help ensure that available locums and community staff are deployed according to need and ensure best use of resources. However the final decision on the deployment of staff will rest with the PCO.

### **Dispute resolution and appeal process**

18. The PCO and LMC should attempt to resolve any disputes using existing processes locally with the assistance of an independent mediator where necessary, preferably from a different SHA area. In the event of not reaching local resolution, the matter may be referred to the NHS Litigation Authority (or equivalent).

## NHS Employers

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