

QUALITY INFORMATION PREPARATION PAYMENTS (QuIP)

QuIP payments across the PCTs can be summarised as:

- BLT £0.90 / patient
- Cannock Chase £0.85 / patient
- South Western £0.24 / patient
- East Staffs £0.17 upwards dependent on percentage of notes already electronically summarised

The LMC has expressed concerns over the latter two payments and the effect this will have on quality issues for South Western and East Staffs PCTs. If you are unhappy with your payment we suggest you request a needs assessment from the PCT.

INDICATIVE BUDGETS

Practices should now have received their indicative practice budgets. Focus on ... GMS Indicative Contractor Budgets

([http://www.bma.org.uk/ap.nsf/Content/ HubGMScontractguidance](http://www.bma.org.uk/ap.nsf/Content/HubGMScontractguidance)) sets out what documentation is available. Practices should:

- Read Health Service Circular 2004/003 entitled Primary Medical Services Allocations 2004/05. The web address is: <http://www.dh.gov.uk/assetRoot/04/07/12/70/04071270.PDF>
- Check their indicative budgets.
- Consult their accountant.

The GPC, regional and national offices and AskBMA will not be able to answer detailed technical enquires about individual practice budgets. For general queries, callers can be referred to the National Primary Care Development Team telephone and e-mail help-line for enquires about

the contract – Tel 0845 900 0008, e-mail gmspms.queries@npdt.nhs.uk. However they will not be able to answer queries specific to individual practice budgets – these should be discussed with the practice's accountant.

GPC ADVICE ON SIGNING THE STANDARD GMS CONTRACT

We have received many queries about the apparently counterintuitive advice that we have been giving: that practices should sign their contracts even if they wish to dispute clauses within it. There are two main reasons for this.

First, signing the Standard GMS Contract does not restrict or remove the contractor's right to pursue formal dispute resolution procedures should the dispute remain outstanding on 1 April 2004. Even if the practice disputes a clause within the contract, if it signs the contract it remains perfectly possible for it to continue to dispute the non-agreed provisions whilst, in the meantime, maintaining its other entitlements in full.

Secondly, the Default contract is by far the worse option of the two. It basically maintains practices where they are now and means that practices will be excluded from a whole range of entitlements, including the right to opt out of additional services that the practice

is already providing, the right to provide any enhanced services as part of the Default Contract, and quality aspiration and preparation payments, to name but a few. Furthermore, if the practice has gone to a Default Contract rather than signing a Standard Contract "Subject to Dispute" because of inconclusive new GMS contract negotiations there is a considerable danger that the Default Contract will come to an end, after its permitted term of six months, and the right to a GMS contract will be lost. This disastrous situation can only be avoided if contractors on a Default Contract formally initiate dispute resolution proceedings whilst the Default contract is running and before 30th September 2004. Only then can the Default Contract continue until the dispute(s) have been resolved.

The default contract is not a positive option and it is far better to sign a proper Standard Contract "Subject to Dispute" rather than to allow a Default Contract, with all its downsides to come into existence. Practices should also be aware that there are only a very few exceptional circumstances in which a PCO can refuse a practice's request to sign a Standard Contract even if it is "Subject to Dispute".

REMOVAL OF PACE MAKERS

Advice from the BMA and a Department of Health Circular make it clear that the funeral director is responsible for the GP removal fee. The funeral director is then responsible for claiming it back from the PCT or Hospital Trust.

GUIDANCE NOTES

Further guidance notes have been produced by the GPC and the LMC recommends that you view them on the BMA website: _

[http://www.bma.org.uk/ap.nsf/Content/ HubGMScontractguidance](http://www.bma.org.uk/ap.nsf/Content/HubGMScontractguidance)

Focus on ... How to Access Information helps GPs manoeuvre around the new contract documentation and information sources.

Focus on ... Practice Staff under the New Contract discusses practice staff funding, practice-based contracts, enhanced services, quality initiative and practice management.

Focus on ... the Financial Monitoring of Enhanced Services helps LMCs in their role of agreeing with PCTs which enhanced services count towards the PCT-level expenditure floor.

Focus on ... the role of LMCs updated February 2004 and explains the LMC's role under the new GMS Contract.

Focus on ... Standard and Default Contracts explains the arrangements for entering into default contracts, and sets out the reasons why practices should avoid entering into default contracts.

ENHANCED AND NON-ESSENTIAL SERVICES

The LMC has received a majority mandate to negotiate enhanced services on your behalf. The Central Negotiation Committee is making progress and hopes to complete discussions about non-essential services by the end of

March. It was clear from the responses at the Annual Meetings that GPs wish to draw a 'line-in-the-sand' over services that were provided in the past without funding.

PMS PILOTS TO MOVE TO PERMANENCE FROM APRIL

Arrangements for permanence for PMS practices have now been clarified.

Proposals are now being finalised which will provide that from 1 April this year existing PMS Pilot Arrangements will be deemed to be permanent and to have been made under s.28C of the Act notwithstanding the repeal of Part 1 of the 1997 Act.

After 1 April there will be a requirement that the parties to Pilot Scheme Agreements should enter into discussions so as to ensure that agreements are varied so as to comply with the new PMS Regulations, shortly to be introduced.

However, until such variations have been agreed then, to the extent that is necessary, references in existing pilot agreements should be interpreted as though the PMS legislation that was in place on 31 March 2004 was still extant. In addition, in areas such as patient safety, some limited aspects of the new regulations will be the subject of a mandatory variation. Further details will be available shortly.

To complete the transition to the new PMS rules, it is proposed that if the necessary variations have not been agreed by 30 September this year, the relevant body, which will either be the Strategic Health Authority or the PCT, may be enabled to vary the agreements without consent so as to ensure compliance with the PMS Regulations. Due notification of the variation would be given to the contractor together with the date on which the variation would take effect.

As to existing arrangements, any individual variation that takes place after 1 April, following the introduction of the new PMS Regulations and the revoking of the existing Implementation Directions, must be compliant with any relevant requirement in the new regulations.

VIOLENT PATIENTS

The following schemes are in place:

BLT / East Staffs PCTs have identified a GP practice in East Staffs PCT area (Stapenhill Medical Practice) which will provide a service to both PCTs. Relevant Protocols and referral criteria will be with all practices before 31 March 2004.

Cannock Chase PCT has a scheme in place from 1 February 2004. The PCT have one GP and a second providing cover who will provide the service from Cannock Chase Hospital and will be using a security firm to provide assistance. Details are being sent to GP practices.

South West PCT has secured a GP practice to provide this service across the PCT area. The official enhanced service will be up and running by 1 April, however if a situation arises before then this practice will take responsibility if required.

The LMC has requested clarification of the method of identifying violent patients to Out of Hours services providers.

WELFARE OF THE CHILD ENQUIRY FORM

You may have been sent this form for completion by a centre for Reproductive Medicine on behalf of the Human Fertilisation and Embryology Authority. It enquires whether you know of any reason why the patient would be unsuitable for treatment, in particular in relation to the welfare of a child resulting from this treatment.

You are entitled to charge a fee for this form which is the responsibility of the patient.

GPC NON-PRINCIPALS SUBCOMMITTEE NEWSLETTER

This newsletter will not be circulated in paper form, so please pass the web link on to any non-principals you may know. <http://www.bma.org.uk/ap.nsf/Content/Hub+gpc+non-principals>

NATIONAL CONFERENCE FOR GPs TO BE

The GP Registrars subcommittee of the GPC is holding a National Conference for GPs to be on Thursday 8th and Friday 9th July 2004.

For further details or for delegates to book online please go to <http://www.bma.org.uk/conferences> or contact the BMA/BMJ conference Unit on 0207 383 6605.

GP REPRESENTATIVE FOR MTRAC

MTRAC are looking for GPs in active practice who have an interest, but not necessarily expertise in the area of prescribing. Meetings are held monthly at the Birmingham Medical Institute. Locum fees of £35 per hour are paid plus travelling expenses. Further details from the LMC Office.