

THE NATIONAL HEALTH SERVICE (SCOTLAND) ACT 1978

THE PRIMARY MEDICAL SERVICES (GP PRACTICE DATA) (SCOTLAND) DIRECTIONS 2019

The Scottish Ministers, in exercise of the powers conferred by sections 2(5) and 105(7) of the National Health Service (Scotland) Act 1978(a), and of all other powers enabling them to do so, hereby give the following Directions:

Citation and commencement and application

1.—(1) These Directions may be cited as the Primary Medical Services (GP Practice Data) (Scotland) Directions 2019 and come into force on 23 September 2019.

(2) These Directions are given to health boards in Scotland and apply in relation to Scotland only.

Interpretation

2.—(1) In these Directions—

“the Act” means the National Health Service (Scotland) Act 1978;

“contractor” means a person who has entered into a GMS contract or a section 17C arrangement with a Health Board;

“GMS contract” means an agreement between a person and a Health Board which is subject to the terms of the GMS Regulations;

“GMS Regulations” means the National Health Service (General Medical Contracts) (Scotland) Regulations 2018(b);

“Health Board”, in relation to a contractor, means the Health Board with which the contractor has entered into a GMS contract or section 17C arrangement;

“PMS Regulations” means the National Health Service (Primary Medical Services Section 17C Agreements) (Scotland) Regulations 2018;(c)

“qualified prescriber” means a person who is a prescriber within the meaning given in regulation 3 of the GMS Regulations or, as the case may be, regulation 3 of the PMS Regulations; and

“section 17C arrangement” means an arrangement to provide primary medical services which is set out in an agreement made under section 17C of the Act.

(2) Unless defined by paragraph (1) above, terms in these Directions have the meaning given to them by—

- (a) where the contractor has entered into a GMS contract with the Health Board, the GMS Regulations; or
- (b) where the contractor has entered into a section 17C arrangement with the Health Board, the PMS Regulations.

(a) c. 29. Section 105(7) has been amended by the Health Services Act 1980 (c. 53), Health and Social Services and Social Security Adjudications Act 1983 (c.41), and the Health Act 1999 (c. 8).

(b) S.S.I. 2018/66.

(c) S.S.I 2018/67.

Requirement for health boards to request data or access to data from contractors

3.—(1) A Health Board must, when requested by the Scottish Ministers to do so, request data from each of its contractors in accordance with these Directions.

(2) A Health Board requesting data or access to data in accordance with paragraph (1) must, where direction 4 or 5 applies, also ensure that they comply with the requirements of paragraph 69 of Schedule 6 (processing and access of data) of the GMS Regulations or, as the case may be, paragraph 37 of Schedule 1 (processing and access of data) of the PMS Regulations.

Data relating to planning and workforce

4.—(1) The Health Board must request data from each of its contractors as specified in Schedule 1 of these Directions.

(2) Any request made in accordance with paragraph (1) must specify the following—

- (a) the time period to which the request relates;
- (b) the format in which or means by which the data is to be provided; and
- (c) the date by which the data is to be provided.

Data relating to temporary patients

5.—(1) The Health Board must request data from each of its contractors relating to—

- (a) the number of patients for whom the contractor has provided treatment in each of the circumstances set out in paragraph (2); and
- (b) the location at which that treatment took place.

(2) The circumstances referred to in paragraph (1)(a) are—

- (a) treatment of any person accepted by the contractor as a temporary resident in accordance with paragraph 13 of Schedule 6 of the GMS Regulations or, as the case may be, paragraph 8 of Schedule 2 of the PMS Regulations; and
- (b) emergency or immediately necessary treatment of any person who is neither a registered patient with the contractor nor has been accepted as a temporary resident as described in paragraph (a) above.

(3) Any request made in accordance with paragraph (1) must specify the following—

- (a) the time period to which the request relates;
- (b) whether the request is for the contractor to provide the data or to provide access to the data;
- (c) if the request is for the contractor to provide the data, the format in which or means by which the data is to be provided; and
- (d) the date by which the data is to be provided.

Richard Foggo
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Date: 20th September 2019

SCHEDULE 1

DATA RELATING TO PLANNING AND WORKFORCE

1. Practice Identification Data comprising the following—

- (a) practice code,
- (b) practice name,
- (c) practice postcode,
- (d) number of practice branches operating under practice code, and
- (e) For each practice branch-
 - (i) practice branch name,
 - (ii) practice branch postcode, and
 - (iii) number of sessions per week for each practice branch

2. Workforce Data comprising the following—

- (1) The following data in respect of each partner or member of staff employed by the practice:-
 - (a) national insurance number,
 - (b) age,
 - (c) gender,
 - (d) job role,
 - (e) type of contract (e.g. permanent or temporary),
 - (f) weekly contracted working hours or sessions,
 - (g) holiday entitlement, and
 - (h) whether the member of staff is a qualified prescriber.
- (2) The following data in respect of partner and practice staff vacancies during any specified 12 month period:-
 - (a) job role of vacancy,
 - (b) start and end date of vacancy,
 - (c) whole-time-equivalence of vacancy,
 - (d) total number of locum GP sessions required by practice during the specified 12 month period,
 - (e) total number of locum GP sessions filled by practice during the specified 12 month period, and
 - (f) total number of extra sessions filled by the practice's own GPs to cover a vacancy during the specified 12 month period.
- (3) The following data in respect of practice absences during any specified 12 month period:-
 - (a) total annual sick leave for partners and members of staff,
 - (b) total annual maternity leave for partners and members of staff, and

(c) total annual parental leave for partners and members of staff.

(4) The following data in respect of partners and members of staff who have left the practice during any specified 12 month period:-

- (a) job role of leaver,
- (b) leaving date, and
- (c) reason for leaving.

3. Practice Income Data comprising the following—

- (a) practice global sum (as described in the annual GMS Statement of Financial Entitlements),
- (b) income and expenses guarantee (as described in the annual GMS Statement of Financial Entitlements),
- (c) information relating to deductions from income in respect of any additional services which the practice does not provide (“opted-out income information”),
- (d) drug reimbursement,
- (e) dispensing fees & allowances,
- (f) practice out of hours income (where the practice has not opted out of providing out of hours services),
- (g) Practice Quality Lead income,
- (h) Cluster Quality Lead income,
- (i) Seniority Allowance (as described in the annual GMS Statement of Financial Entitlements),
- (j) GP Retainer Scheme reimbursements (as described in the annual GMS Statement of Financial Entitlements),
- (k) Golden Hello reimbursements (as described in the annual GMS Statement of Financial Entitlements),
- (l) training grants funded by NHS Education for Scotland,
- (m) locum funding (as described in the annual GMS Statement of Financial Entitlements),
- (n) additional income for practices operating under section 17C of the Act (excluding the Global Sum payments),
- (o) practice premises improvement grants,
- (p) annual practice reimbursements in respect of the following:-
 - (i) premises rent,
 - (ii) rates and water, and
 - (iii) any other reimbursements (including clinical waste),
- (q) annual practice income for providing the following enhanced services:-
 - (i) Childhood immunisation Direct Enhanced Service,
 - (ii) Extended Hours Direct Enhanced Service,
 - (iii) Meningitis B immunisation Direct Enhanced Service,
 - (iv) Minor Surgery Direct Enhanced Service,
 - (v) Palliative Care Direct Enhanced Service,
 - (vi) Pertussis immunisation Direct Enhanced Service,
 - (vii) Pneumococcal immunisation Direct Enhanced Service,
 - (viii) Preschool boosters Direct Enhanced Service,

- (ix) Rotavirus Direct Enhanced Service,
- (x) Seasonal Influenza Direct Enhanced Service,
- (xi) Shingles (Herpes Zoster) immunisation Direct Enhanced Service,
- (xii) Violent Patients Direct Enhanced Service,
- (xiii) any other Direct Enhanced Service income,
- (xiv) Anti-coagulation National Enhanced Service,
- (xv) Contraceptive Intrauterine Device National Enhanced Service,
- (xvi) Drug Misuse National Enhanced Service,
- (xvii) Minor Injury National Enhanced Service,
- (xviii) Near Patient Testing National Enhanced Service,
- (xix) any other National Enhanced Service income,
- (xx) Alcohol and Brief Interventions Locally Enhanced Service,
- (xxi) Care Homes Locally Enhanced Service,
- (xxii) Medicine Management Locally Enhanced Service, and
- (xxiii) any other Locally Enhanced Service income, and

(r) any other income.

4. Practice Expenses Data comprising the following—

- (a) Premises Annual Expenditure in respect of the following:-
 - (i) total premises rent,
 - (ii) total rates and water expenses,
 - (iii) loans for property,
 - (iv) telephone expenses,
 - (v) heat and light expenses, and
 - (vi) maintenance and repairs expenses,
- (b) Annual Staff Expenditure in respect of the following:-
 - (i) salary for each practice employee,
 - (ii) profit share/earnings for partners,
 - (iii) employer National Insurance contributions,
 - (iv) pension employer contributions,
 - (v) training costs,
 - (vi) GP Seniority Allowance (as described in the annual GMS Statement of Financial Entitlements),
 - (vii) any other expenses (employer contributions only) e.g uniforms,
 - (viii) total GP locum fees,
 - (ix) total non-GP locum fees,
 - (x) total GP locum costs – travel and expenses,
 - (xi) total non-GP locum costs - travel and expenses,
 - (xii) total staff member bonuses, and
- (c) other annual expenditure in respect of the following:-
 - (i) local Medical Committee levies,
 - (ii) transport costs,

- (iii) insurance (including buildings & contents and public liability),
- (iv) employers insurance,
- (v) indemnity,
- (vi) locum insurance,
- (vii) administrative expenses,
- (viii) cleaning expenses,
- (ix) accountancy fees and expenses,
- (x) legal fees and expenses,
- (xi) HR fees and expenses,
- (xii) finance costs (e.g. bank charges),
- (xiii) medical supplies, and
- (xiv) purchasing drugs.