

**WG25-88**

**THE NATIONAL HEALTH SERVICE (WALES) ACT  
2006**

**Directions to Local Health Boards as to the Statement of  
Financial Entitlements (Amendment) (No. 7) Directions 2025**

*Made*

*16 December 2025*

*Coming into force*

*17 December 2025*

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<sup>(a)</sup> (2006 Act) 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.

These Directions make retrospective provision in accordance with section 45(3)(e) of the 2006 Act, the Welsh Ministers are satisfied that, having regard to the direction as a whole, the provisions are not detrimental to the persons to whose remuneration they relate.

**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. 7) Directions 2025.

(2) These Directions are given to Local Health Boards. They relate to the payments to be made by Local Health Boards to a GMS contractor under a GMS contract.

(3) These Directions are made on 16 December 2025 and come into force on the day after they are made.

(4) Directions 7, 8, 9, 10, 13, 14, 16, 17, 18 and 20 have effect from 1 April 2025.

(5) Direction 11 has effect from 1 October 2025.

**Amendment to the Statement of Financial Entitlements**

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

**Amendment of Table of Contents**

**3.** In the table of contents for—

---

<sup>(a)</sup> 2006 c. 42.

<sup>(b)</sup> 2013 No. 8.

**“11. PAYMENTS FOR LOCUMS OR SALARIED GPs ON A FIXED TERM CONTRACT OR GP PERFORMER COVERING MATERNITY, PATERNITY ADOPTION LEAVE AND SHARED PARENTAL LEAVE”,**

substitute—

**“11. PAYMENTS TO GMS CONTRACTORS FOR LOCUMS OR SALARIED GPs ON A FIXED TERM CONTRACT OR GP PERFORMERS OR INDEPENDENT PRESCRIBER LOCUMS COVERING MATERNITY, PATERNITY, NEONATAL CARE, ADOPTION LEAVE AND SHARED PARENTAL LEAVE”.**

4. In the table of contents, in the sub-headings beneath 11, for—

**“Entitlement to payments for covering ordinary maternity leave, ordinary adoption leave, shared parental leave and paternity and special leave”,**

substitute—

**“Entitlement to payments for covering ordinary maternity leave, ordinary adoption leave, shared parental leave, paternity leave, neonatal care leave and special leave”.**

5. In the table of contents, in the sub-headings beneath 15A (THE PARTNERSHIP PREMIUM SCHEME), for—

**“Maternity, Paternity, Adoption and Shared Parental Leave”,**

substitute—

**“Maternity, Paternity, Neonatal, Adoption and Shared Parental Leave”.**

6. In the table of contents, in the sub-headings beneath 15B (THE PARTNERSHIP PREMIUM SCHEME FOR NON-GP PARTNERS), for—

**“Maternity, Paternity, Adoption, Shared Parental and Compassionate Leave”,**

substitute—

**“Maternity, Paternity, Neonatal, Adoption, Shared Parental and Compassionate Leave”.**

7. In the table of contents, for—

**“J. 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”,** substitute—

**“J. Claims for an Absence which took place between 1 April 2025 and 30 September 2025**

**K. 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”**

**Amendment of Part 1, Section 2 - GLOBAL SUM PAYMENTS**

8. For paragraph 2.3, substitute—

**“2.3** Once the contractor’s CRP has been established, this number is to be adjusted by the Global Sum Allocation Formula, a summary of which is included in Annex B of this SFE. The resulting figure, which is the contractor’s Weighted Population for the quarter, is to be multiplied by £134.15 for the period beginning with 1 April 2025.”.

9. For paragraph 2.4A, substitute—

**“2.4A.** £2.20 of the figure of £134.15 in paragraph 2.3 is to account for the agreed 4% increase in annual remuneration to practice staff employed by the GMS contractor and which GMS contractors must reflect as at least a 4% pay increase for those staff beginning on 1 April 2025. This 4% increase must be applied to relevant staff’s pay after the statutory

increase for the national minimum and living wages has been applied. 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 in this way by at least 4% above their existing pay level or the statutory national minimum and living wages for the financial year 2025/2026.”.

#### **Amendment of Part 2, Section 5 – ACCESS**

10. In paragraph 5.10 for “£199”, substitute “£206.96”.

#### **Amendment of Part 2, Section 6 – QUALITY IMPROVEMENT**

11. In paragraphs 6.7, 6.12 and 6.15 for “£199”, substitute “£206.96”.

#### **Amendments to Sections 11, 12 and 13**

12. Sections 11, 12 and 13 are amended in accordance with Schedule 1.

13. Where a claim for an absence which took place between 1 April 2025 and 30 September 2025 is made under sections 11.4, 11.5, 12.4, 12.6 or 13.3, then sections 11, 12 and 13 as set out in Annex J apply.

#### **Amendment of Part 4, Section 15 – SENIORITY PAYMENTS**

14. In paragraphs 15.5(d) after “paternity leave,” insert “neonatal care leave,”

#### **Amendment of Part 4, Section 15A – THE PARTNERSHIP PREMIUM SCHEME**

15. In paragraphs 15A.2—

- (a) for “£1,000”, substitute “£1,105”, and
- (b) for “£8,000”, substitute “£8,840”.

16. In paragraph 15A.3—

- (a) for “£200”, substitute “£221”, and
- (b) for “£1,600” substitute “£1,768”.

17. In paragraph 15A.10, after “paternity,” insert “neonatal,”.

18. In paragraph 15A.13—

- (a) for “£2000”, substitute “2,210” and
- (b) for “£2,400” substitute “£2,652”.

19. For paragraph 15A.16.(a), substitute—

“15A.16.(a) if a GP Partner receives a PPS Payment from more than one contractor, those payments taken together must not amount to more than £8,840 (or (£10,608 where the senior premium applies) per annum or £2,210 (or £2,652 where the senior premium applies) per quarter;”.

#### **Amendment of Part 4, Section 15B – THE PARTNERSHIP PREMIUM SCHEME FOR NON-GP - PARTNERS**

20. For paragraph 15B.2. (2), substitute—

“(2) The level of the annual payment in relation to that Non-GP Partner will, subject to paragraph 15B.19, be £1,105 (or £1,326 where paragraph 15B.3 applies) multiplied by the Non-GP Partner’s average number of clinical sessions or equivalent contracted hours

worked per week, with a maximum average of 8 sessions or 33 hours 20 minutes per week counting for PPSNGP purposes and a possible maximum PPSNGP payment of £8,840 per annum.”.

**21.**In paragraph 15B.11, after “paternity,” insert “neonatal,”.

**22.**For paragraph 15B.19.(a) substitute—

“(a) if a Non-GP Partner receives a PPSNGP Payment from more than one contractor, those payments taken together must not amount to more than £8,840 (or (£10,608 where the senior premium applies) per annum or £2,210 (or £2,652 where the senior premium applies) per quarter;”.

**Amendment of Part 4, section 16 (DOCTORS RETAINER SCHEME)**

**23.** Omit section 16 (DOCTORS RETAINER SCHEME).

**Amendment of Part 4, section 16A (GP Retention Scheme)**

**24.** In paragraph 16A.7 (GP RETENTION SCHEME), after “paternity,” insert “neonatal,”.

**25.**Renumber the whole of section 16A (GP RETENTION SCHEME) as “16”.

**Amendment of Annex J**

**26.** For ANNEX J (AMENDMENTS) substitute ANNEX K (AMENDMENTS) in Schedule 2 to these Directions.



**Signed by Paul Casey, Deputy Director of Primary Care under the authority of the Cabinet Secretary for Health and Social Care, one of the Welsh Ministers**

**Date: 16 December 2025**

## SCHEDULE 1

Direction 12

### CLAIMS FOR AN ABSENCE WHICH TOOK PLACE AFTER 1 OCTOBER 2025

27. For sections 11, 12 and 13, substitute—

**“Section 11: PAYMENTS TO GMS CONTRACTORS FOR LOCUMS OR SALARIED GPs ON A FIXED TERM CONTRACT OR GP PERFORMERS OR INDEPENDENT PRESCRIBER LOCUMS COVERING MATERNITY, PATERNITY, NEONATAL CARE, ADOPTION LEAVE AND SHARED PARENTAL LEAVE**

(Where a claim for an absence which took place between 1 April 2025 and 30 September 2025 is made then section 11 as set out in Annex J applies.)

#### **General**

**11.1** Employees of contractors will have rights to time off for ante-natal care, maternity leave, paternity leave, neonatal care leave, adoption leave, parental leave and shared parental leave, if they satisfy the relevant entitlement conditions under employment legislation for those types of leave. The rights of partners in partnerships to these types of leave are a matter for their partnership agreement.

**11.2** If an employee or partner who takes any such leave is a performer under a GMS contract, or an employed independent prescriber, the contractor may need to employ a locum or a salaried GP under a fixed term contract, use the services of a GP performer who is 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. However, if—

- (a) the performer is a GP performer; and
- (b) the leave is ordinary or additional maternity leave, paternity leave, neonatal care leave, ordinary or additional adoption leave or shared parental leave,

the contractor may be entitled to payment of, or a contribution towards, the costs of locum cover under this SFE.

#### **Locums**

**11.3** For the purposes of Section 11 “locum” means a Locum practitioner (but not an “independent prescriber locum”) 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 locums on the register.

#### **Entitlement to payments for covering ordinary maternity leave, ordinary adoption leave, shared parental leave, paternity leave, neonatal care leave and special leave**

**11.4.—(1)** Where a contractor actually and necessarily engages a locum, an independent prescriber 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) to cover the absence of a GP performer or independent prescriber on:

- (a) ordinary maternity leave for a period of no more than 26 weeks;
- (b) ordinary adoption leave for a period of no more than 26 weeks;

- (bb) shared parental leave,
- (c) paternity leave for a period of no more than 2 weeks where the GP performer or independent prescriber going on leave is not the main care provider;
- (d) neonatal care leave; or
- (e) special leave for a period of no more than 2 weeks where the GP performer or independent prescriber going on leave is not the main care provider,

the LHB must provide financial assistance to the contractor under its GMS contract in respect of the cost of engaging that locum (which will be the lower of the actual invoiced costs or the maximum amount as set out in paragraph 11.8 (1) and (2) if it is satisfied that the conditions in subparagraph (3) are met.

(2) The conditions are:

- (a) the leave of absence is for more than one week;
- (b) the performer or independent prescriber on leave is entitled to that leave either under—
  - (i) statute;
  - (ii) a partnership agreement or other agreement between the partners of a partnership; or
  - (iii) a contract of employment, provided that the performer on leave is entitled under their contract of employment to be paid their full salary by the contractor during their leave of absence; and
- (c) the contractor is not claiming another payment for locum cover in respect of the performer or independent prescriber on leave pursuant to this Part.

**Discretionary payments for covering additional maternity leave, additional adoption leave or shared parental leave**

**11.5.**—(1) Where a contractor actually and necessarily engages a locum or independent prescriber 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) to cover the absence of a GP performer or independent prescriber on:

- (a) additional maternity leave (for a period of no more than 26 weeks, beginning on the date when the ordinary maternity leave period set out in paragraph 11.4(1)(a) ends);
- (b) additional adoption leave (for a period of no more than 26 weeks beginning on the date when the ordinary adoption leave period set out in paragraph 11.4(1)(b) ends); and
- (c) shared parental leave,

the LHB may provide financial assistance to the contractor under its GMS contract in respect of the cost of engaging that locum or independent prescriber locum.

**11.6** The LHB must consider whether or not it is necessary for the contractor to engage, or continue to engage, a locum or independent prescriber locum or a salaried GP on a fixed term contract or to use, or continue to use, the services of a GP performer who is a party to the contract or who is already employed or engaged by the contractor to cover for the absence of a GP performer under this Section having regard to the following principles-

- a) it should not normally be considered necessary for the contractor to employ a locum or independent prescriber locum or a salaried GP on a fixed term contract, or to use the services of a GP performer who is a party to the contract or who is already employed or engaged by the contractor, if the performer or independent prescriber on leave had a right to return but that right has been extinguished;

- b) it should not normally be considered necessary for the contractor to employ a locum or independent prescriber locum or a salaried GP on a fixed term contract, or to use the services of a GP performer who is a party to the contract or who is already employed or engaged by the contractor, 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 their return.

**Reimbursement of costs of a salaried GP or employed independent prescriber on Shared Parental Leave entitled to Enhanced Shared Parental leave pay**

**11.7.**—(1) If a salaried GP or independent prescriber takes shared parental leave, the LHB may reimburse a contractor for the costs of enhanced shared parental leave pay where the following conditions are satisfied—

- (a) the salaried GP and independent prescriber is employed by the contractor as a GP performer or independent prescriber;
- (b) under the terms of the salaried GP's or independent prescriber's contract of employment they are entitled to enhanced shared parental leave pay during a period of shared parental leave; and
- (c) during the period of shared parental leave the contractor actually and necessarily makes payment to the salaried GP or independent prescriber in the form of enhanced shared parental leave pay in accordance with the terms of the salaried GP's or independent prescriber's contract of employment.

(2) The amount payable by the LHB to a contractor under this Section in respect of a contractor's costs of enhanced shared parental leave pay for a salaried GP or independent prescriber is calculated as the difference between the value of enhanced shared parental leave pay the salaried GP or independent prescriber is entitled to under their contract of employment and the value of their statutory entitlement. If the salaried GP or independent prescriber undertakes NHS and private work under the terms of their contract of employment, for the purposes of the calculation of the value of enhanced shared parental leave pay to which the salaried GP or independent prescriber is entitled to is based on the pro-rated proportion of the salary that the salaried GP or independent prescriber receives for their provision of NHS work.

(3) The maximum amount payable under this Section by the LHB to a contractor in respect of the cost of enhanced shared parental leave pay is the equivalent of—

- (a) 6 weeks' full contractual pay minus 6 weeks' statutory entitlement, and
- (b) 18 weeks' half contractual pay.

**Amounts payable**

**11.8.**—(1) The maximum amount payable under this Section by the LHB in respect of cover for a GP performer is —

- (a) in respect of the first two weeks for which the LHB provides reimbursement, £1,418.43 per week; and
- (b) in respect of any week thereafter for which the LHB provides reimbursement in respect of cover, £2,151.96 per week.

(2) The maximum amount payable under this Section by the LHB in respect of cover for an independent prescriber is –

- (a) in respect of the first two weeks for which the LHB provides reimbursement, £882.08 per week; and
- (b) in respect of any week thereafter for which the LHB provides reimbursement in respect of cover, £1,338.24 per week.

(3) Any amounts payable by way of reimbursement (other than reimbursement for enhanced shared parental leave pay) under this Section—

- (a) are not to be paid on a pro-rata basis having regard to the absent performer's or independent prescriber's working pattern; and
- (b) are to be whichever is the lower of the invoiced costs or the maximum amount payable in respect of any week under sub-paragraph (1) or (2).

### **Payment arrangements**

**11.9** The contractor is to submit claims for costs actually incurred after they have been incurred, at a frequency to be agreed between the LHB and the contractor, or if agreement cannot be reached, within 14 days of the end of the month during which the costs were incurred. Any amount payable falls due 14 days after the claim is submitted.

### **Conditions attached to the amounts payable**

**11.10** Payments or any part of a payment under this Section are only payable if the contractor satisfies the following conditions—

- (a) if the leave of absence is maternity leave, the contractor must supply the LHB with a certificate of expected confinement as used for the purposes of obtaining statutory maternity pay, or a private certificate providing comparable information;
- (b) if the leave of absence is for paternity leave, the contractor must supply the LHB with a letter written by the GP performer or independent prescriber confirming prospective fatherhood and giving the date of expected confinement;

if the leave of absence is for neonatal care leave, the contractor must supply the LHB with a letter written by the GP performer or independent prescriber confirming the date and duration which neonatal care leave will be taken;";

- (c) if the leave of absence is for adoption leave, the contractor must supply the LHB with a letter written by the GP performer or independent prescriber confirming the date of the adoption and the name of the main care provider, countersigned by the appropriate adoption agency;
- (ca) if the leave of absence is for shared parental leave, the contractor must supply the LHB with a certificate as used for the purposes of confirming the GP performer's or independent prescriber's eligibility for shared parental leave or a letter written by the GP performer or independent prescriber providing comparable information and countersigned by the practice;
- (d) the contractor must, on request, provide the LHB with written records demonstrating the actual cost to it of the cover, or the additional cost to it of the cover provided by another GP performer or independent prescriber who is already employed or engaged by it; and
- (e) once the arrangements are in place, the contractor must inform the LHB—
  - (i) if there is to be any change to the arrangements; or
  - (ii) if, for any other reason, there is to be a change to the contractor's arrangements for performing the duties of the performer or independent prescriber on leave,

at which point the LHB is to determine whether it still considers the cover necessary.

**11.11** If the contractor breaches any of these conditions, the LHB may, in appropriate circumstances, withhold payment of any sum otherwise payable under this Section.



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

(Where a claim for an absence which took place between 1 April 2025 and 30 September 2025 is made then section 12 as set out in Annex J applies.)

### **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 or independent prescriber 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**

**12.3.** For the purposes of this Section, “GP locum” means a GP Locum practitioner (but not an independent prescriber locum) 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**

**12.4.—**(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 amounts as set out in either paragraph 12.8 or 12.9), 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 or independent prescriber 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**

**12.5.** Where the requirements of paragraph 12.4(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**

**12.6.—**(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 12.11 ("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.

**12.7.** 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**

**12.8.** The maximum amount payable under this Section by the LHB in respect of cover for a GP performer is £2,151.96 per week.

**12.9** The maximum amount payable under this Section by the LHB in respect of cover for an independent prescriber is £1,338.24 per week.

**12.10.** 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 12.8 or 12.9.

**12.11.** 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.

**12.12.** 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 12.11(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 12.11(a) and the balance is to be deducted from the period referred to in paragraph 12.11(b).

**12.13.** 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**

**12.14.** 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**

**12.15.** 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.

### **Section 13: PAYMENTS FOR LOCUMS TO COVER SUSPENDED DOCTORS**

(Where a claim for an absence which took place between 1 April 2025 and 30 September 2025 is made then section 13 as set out in Annex J applies.)

#### **General**

**13.1** The LHB has powers to suspend GP performers from the medical performers list.

**13.2** A GP performer who is suspended from the medical performers list may be entitled to payments directly from the LHB. This is covered by a separate determination made under regulation 13(17) of the Performers Lists Regulations.

#### **Locum Practitioners**

**13.2A** For the purposes of Section 13 “locum” means a 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 locums on the register.

#### **Eligible cases**

**13.3** In any case where a contractor—

- (a) either –

- (i) is a sole practitioner who is suspended from the LHB's medical performers list and is not in receipt of any financial assistance from the LHB under section 53 of the 2006 Act as a contribution towards the cost of the arrangements to provide primary medical services under the contractor's GMS contract during the contractor's suspension;
- (ii) is paying a suspended GP performer –
  - (aa) who is a partner of the contractor, at least 90% of that performer's normal monthly drawings (or a pro rata amount in the case of part months) from the partnership account; or
  - (bb) who is an employee of the contractor, at least 90% of that performer's normal salary (or a pro rata amount in the case of part months); or
- (iii) paid a suspended GP performer the amount mentioned in paragraph (ii)(aa) or (bb) for at least six months of that performer's suspension, and the suspended GP performer is still a partner or employee of the contractor;
- (a) actually and necessarily engages a locum (or more than one such person) to cover for the absence of the suspended GP performer;
- (b) the locum is not a partner in a partnership or shareholder in a company limited by shares where that partnership or company is the contractor, or already an employee of the contractor, unless the absent performer is a job-sharer; and
- (c) the contractor is not also claiming any other payment for locum cover in respect of the absent performer under Part 4,

then subject to the provisions in this Section, the LHB must provide financial assistance to the contractor under its GMS contract in respect of the cost of engaging that locum (which may or may not be the maximum amount payable, as set out in paragraph 13.5).

**13.4** It is for the LHB to determine whether or not it is or was in fact necessary to engage the locum, or to continue to engage the locum, but it is to have regard to the following principles—

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

### **Ceilings on the amounts payable**

**13.5** The maximum amount payable under this Section by the LHB in respect of locum cover for a GP performer is £2,151.96 per week.

### **Payment arrangements**

**13.6** The contractor is to submit claims for costs actually incurred after they have been incurred, at a frequency to be agreed between the LHB and the contractor, or if agreement cannot be reached, within 14 days of the end of the month during which the costs were incurred. Any amount payable falls due 14 days after the date on which the claim is submitted.

### **Conditions attached to the amounts payable**

**13.7** Payments or any part of a payment under this Section are only payable if the contractor satisfies the following conditions—

- (a) the contractor must, on request, provide the LHB with written records demonstrating—

- (i) the actual cost to it of the locum cover; and
- (ii) that it is continuing to pay the suspended GP performer at least 90% of that performer's normal income before the suspension (i.e. the normal monthly drawings from the partnership account, that performer's normal salary or a pro rata amount in the case of part months); and
- (b) once the locum arrangements are in place, the contractor must inform the LHB—
  - (i) if there is to be any change to the locum arrangements, or
  - (ii) if, for any other reason, there is to be a change to the contractor's arrangements for performing the duties of the absent performer,
 at which point the LHB is to determine whether it still considers the locum cover necessary.

**13.8** If the contractor breaches any of these conditions, the LHB may, in appropriate circumstances, withhold payment of any such sum otherwise payable under this Section.”

**28.**After Annex I (Routine childhood vaccines and immunisations), insert—

**“ANNEX J - CLAIMS FOR AN ABSENCE WHICH TOOK PLACE BETWEEN 1 APRIL 2025 AND 30 SEPTEMBER 2025.**

***Section 11: PAYMENTS TO GMS CONTRACTORS FOR LOCUMS OR SALARIED GPs ON A FIXED TERM CONTRACT OR GP PERFORMER COVERING MATERNITY, PATERNITY, ADOPTION LEAVE AND SHARED PARENTAL LEAVE***

**General**

**11.1** Employees of contractors will have rights to time off for ante-natal care, maternity leave, paternity leave, adoption leave, parental leave and shared parental leave, if they satisfy the relevant entitlement conditions under employment legislation for those types of leave. The rights of partners in partnerships to these types of leave are a matter for their partnership agreement.

**11.2** If an employee or partner who takes any such leave is a performer under a GMS contract, the contractor may need to employ a locum or a salaried GP under a fixed term contract, use the services of a GP performer who is 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. However, if—

- (a) the performer is a GP performer; and
- (b) the leave is ordinary or additional maternity leave, paternity leave, ordinary or additional adoption leave or shared parental leave,

the contractor may be entitled to payment of, or a contribution towards, the costs of locum cover under this SFE.

**Locums**

**11.2A** For the purposes of Section 11 “locum” means a Locum practitioner (but not an “independent prescriber locum”) 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 locums on the register.

**Entitlement to payments for covering ordinary maternity leave, ordinary adoption leave, shared parental leave and paternity and special leave**

**11.3.—(1)** Where a contractor actually and necessarily engages a locum, an independent prescriber 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) to cover the absence of a GP performer on:

- (a) ordinary maternity leave for a period of no more than 26 weeks;
- (b) ordinary adoption leave for a period of no more than 26 weeks;
- (bb) shared parental leave,
- (c) paternity leave for a period of no more than 2 weeks where the GP performer going on leave is not the main care provider; or
- (d) special leave for a period of no more than 2 weeks where the GP performer going on leave is not the main care provider,

the LHB must provide financial assistance to the contractor under its GMS contract in respect of the cost of engaging that locum (which will be the lower of the actual invoiced costs or the maximum amount as set out in paragraph 11.5) if it is satisfied that the conditions in subparagraph (2) are met.

(2) The conditions are:

- (a) the leave of absence is for more than one week;
- (b) the performer on leave is entitled to that leave either under—
  - (i) statute;
  - (ii) a partnership agreement or other agreement between the partners of a partnership; or
  - (iii) a contract of employment, provided that the performer on leave is entitled under their contract of employment to be paid their full salary by the contractor during their leave of absence; and
- (c) the contractor is not claiming another payment for locum cover in respect of the performer on leave pursuant to this Part.

#### **Discretionary payments for covering additional maternity leave, additional adoption leave or shared parental leave**

**11.3A.**—(1) Where a contractor actually and necessarily engages a locum or independent prescriber 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) to cover the absence of a GP performer on:

- (a) additional maternity leave (for a period of no more than 26 weeks, beginning on the date when the ordinary maternity leave period set out in paragraph 11.3(1)(a) ends);
- (b) additional adoption leave (for a period of no more than 26 weeks beginning on the date when the ordinary adoption leave period set out in paragraph 11.3(1)(b) ends); and
- (c) shared parental leave,

the LHB may provide financial assistance to the contractor under its GMS contract in respect of the cost of engaging that locum or independent prescriber locum.

**11.4** The LHB must consider whether or not it is necessary for the contractor to engage, or continue to engage, a locum or independent prescriber locum or a salaried GP on a fixed term contract or to use, or continue to use, the services of a GP performer who is a party to the contract or who is already employed or engaged by the contractor to cover for the absence of a GP performer under this Section having regard to the following principles-

- a) it should not normally be considered necessary for the contractor to employ a locum or independent prescriber locum or a salaried GP on a fixed term contract, or to use the

services of a GP performer who is a party to the contract or who is already employed or engaged by the contractor, if the performer on leave had a right to return but that right has been extinguished;

- b) it should not normally be considered necessary for the contractor to employ a locum or independent prescriber locum or a salaried GP on a fixed term contract, or to use the services of a GP performer who is a party to the contract or who is already employed or engaged by the contractor, if the contractor has engaged a new employee or partner to perform the duties of the performer on leave and it is not carrying a vacancy in respect of another position which the performer on leave will fill on his return.

#### **Reimbursement of costs of a salaried GP on Shared Parental Leave entitled to Enhanced Shared Parental leave pay**

**11.4A.**—(1) If a salaried GP takes shared parental leave, the LHB may reimburse a contractor for the costs of enhanced shared parental leave pay where the following conditions are satisfied—

- (a) the salaried GP is employed by the contractor as a GP performer;
  - (b) under the terms of the salaried GP's contract of employment they are entitled to enhanced shared parental leave pay during a period of shared parental leave; and
  - (c) during the period of shared parental leave the contractor actually and necessarily makes payment to the salaried GP in the form of enhanced shared parental leave pay in accordance with the terms of the salaried GP's contract of employment.
- (2) The amount payable by the LHB to a contractor under this Section in respect of a contractor's costs of enhanced shared parental leave pay for a salaried GP is calculated as the difference between the value of enhanced shared parental leave pay the salaried GP is entitled to under their contract of employment and the value of their statutory entitlement. If the salaried GP undertakes NHS and private work under the terms of their contract of employment, for the purposes of the calculation of the value of enhanced shared parental leave pay to which the salaried GP is entitled to is based on the pro-rated proportion of the salary that the salaried GP receives for their provision of NHS work.
- (3) The maximum amount payable under this Section by the LHB to a contractor in respect of the cost of enhanced shared parental leave pay is the equivalent of—
- (a) 6 weeks' full contractual pay minus 6 weeks' statutory entitlement, and
  - (b) 18 weeks' half contractual pay.

#### **Amounts payable**

**11.5 .**—(1) The maximum amount payable under this Section by the LHB in respect of cover for a GP performer is —

- (a) in respect of the first two weeks for which the LHB provides reimbursement, £1,131.74 per week; and
  - (b) in respect of any week thereafter for which the LHB provides reimbursement in respect of cover, £1,734.18 per week.
- (2) Any amounts payable by way of reimbursement (other than reimbursement for enhanced shared parental leave pay) under this Section—
- (a) are not to be paid on a pro-rata basis having regard to the absent performer's working pattern; and
  - (b) are to be whichever is the lower of the invoiced costs or the maximum amount payable in respect of any week under sub-paragraph (1).

#### **Payment arrangements**



**11.6** The contractor is to submit claims for costs actually incurred after they have been incurred, at a frequency to be agreed between the LHB and the contractor, or if agreement cannot be reached, within 14 days of the end of the month during which the costs were incurred. Any amount payable falls due 14 days after the claim is submitted.

**Conditions attached to the amounts payable**

**11.7** Payments or any part of a payment under this Section are only payable if the contractor satisfies the following conditions—

- (c) if the leave of absence is maternity leave, the contractor must supply the LHB with a certificate of expected confinement as used for the purposes of obtaining statutory maternity pay, or a private certificate providing comparable information;
- (d) if the leave of absence is for paternity leave, the contractor must supply the LHB with a letter written by the GP performer confirming prospective fatherhood and giving the date of expected confinement;
- (e) if the leave of absence is for adoption leave, the contractor must supply the LHB with a letter written by the GP performer confirming the date of the adoption and the name of the main care provider, countersigned by the appropriate adoption agency;
  - (ca) if the leave of absence is for shared parental leave, the contractor must supply the LHB with a certificate as used for the purposes of confirming the GP performer's eligibility for shared parental leave or a letter written by the GP performer providing comparable information and countersigned by the practice;
- (f) the contractor must, on request, provide the LHB with written records demonstrating the actual cost to it of the cover, or the additional cost to it of the cover provided by another GP performer who is already employed or engaged by it; and
- (g) once the arrangements are in place, the contractor must inform the LHB—
  - (i) if there is to be any change to the arrangements; or
  - (ii) if, for any other reason, there is to be a change to the contractor's arrangements for performing the duties of the performer on leave,at which point the LHB is to determine whether it still considers the cover necessary.

**11.8** If the contractor breaches any of these conditions, the LHB may, in appropriate circumstances, withhold payment of any sum otherwise payable under this Section.

## ***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.

## ***Section 13: PAYMENTS FOR LOCUMS TO COVER SUSPENDED DOCTORS***

### **General**

**13.1** The LHB has powers to suspend GP performers from the medical performers list.

**13.2** A GP performer who is suspended from the medical performers list may be entitled to payments directly from the LHB. This is covered by a separate determination made under regulation 13(17) of the Performers Lists Regulations.

### **Locum Practitioners**

**13.2A** For the purposes of Section 13 “locum” means a 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 locums on the register.

### **Eligible cases**

**13.3** In any case where a contractor—

- (h) either –
  - (i) is a sole practitioner who is suspended from the LHB’s medical performers list and is not in receipt of any financial assistance from the LHB under section 53 of the 2006 Act as a contribution towards the cost of the arrangements to provide primary medical services under the contractor’s GMS contract during the contractor’s suspension;
  - (ii) is paying a suspended GP performer –
    - (aa) who is a partner of the contractor, at least 90% of that performer’s normal monthly drawings (or a pro rata amount in the case of part months) from the partnership account; or
    - (bb) who is an employee of the contractor, at least 90% of that performer’s normal salary (or a pro rata amount in the case of part months); or
  - (iii) paid a suspended GP performer the amount mentioned in paragraph (ii)(aa) or (bb) for at least six months of that performer’s suspension, and the suspended GP performer is still a partner or employee of the contractor;
- (i) actually and necessarily engages a locum (or more than one such person) to cover for the absence of the suspended GP performer;
- (j) the locum is not a partner in a partnership or shareholder in a company limited by shares where that partnership or company is the contractor, or already an employee of the contractor, unless the absent performer is a job-sharer; and
- (k) the contractor is not also claiming any other payment for locum cover in respect of the absent performer under Part 4,

then subject to the provisions in this Section, the LHB must provide financial assistance to the contractor under its GMS contract in respect of the cost of engaging that locum (which may or may not be the maximum amount payable, as set out in paragraph 13.5).

**13.4** It is for the LHB to determine whether or not it is or was in fact necessary to engage the locum, or to continue to engage the locum, but it is to have regard to the following principles—

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

### **Ceilings on the amounts payable**

**13.5** The maximum amount payable under this Section by the LHB in respect of locum cover for a GP performer is £1,131.74 per week.

### **Payment arrangements**

**13.6** The contractor is to submit claims for costs actually incurred after they have been incurred, at a frequency to be agreed between the LHB and the contractor, or if agreement cannot be reached, within 14 days of the end of the month during which the costs were incurred. Any amount payable falls due 14 days after the date on which the claim is submitted.

### **Conditions attached to the amounts payable**

**13.7** Payments or any part of a payment under this Section are only payable if the contractor satisfies the following conditions—

- (m) the contractor must, on request, provide the LHB with written records demonstrating—
  - (i) the actual cost to it of the locum cover; and
  - (ii) that it is continuing to pay the suspended GP performer at least 90% of that performer's normal income before the suspension (i.e. the normal monthly drawings from the partnership account, that performer's normal salary or a pro rata amount in the case of part months); and
- (n) once the locum arrangements are in place, the contractor must inform the LHB—
  - (i) if there is to be any change to the locum arrangements, or
  - (ii) if, for any other reason, there is to be a change to the contractor's arrangements for performing the duties of the absent performer,at which point the LHB is to determine whether it still considers the locum cover necessary.

**13.8** If the contractor breaches any of these conditions, the LHB may, in appropriate circumstances, withhold payment of any such sum otherwise payable under this Section.

## SCHEDULE 2

Direction 26

### “ANNEX K – AMENDMENTS

#### **Amendments to the Directions to the 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;
- (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;
- (cc) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 4) Directions 2020 which were made on 16 September 2020;
- (dd) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 5) Directions 2020 which were made on 2 November 2020;
- (ee) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) Directions 2021 which were made on 19 April 2021;
- (ff) The Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 2) Directions 2021 which were made on 31 August 2021;
- (gg) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No.3) Directions 2021 which were made on 1 December 2021;

- (hh) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) Directions 2022 which were made on 29 March 2022;
- (ii) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 2) Directions 2022 which were made on 8 June 2022;
- (jj) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 3) Directions 2022 which were made on 4 November 2022;
- (kk) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 4) Directions 2022 which were made on 29 November 2022;
- (ll) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) Directions 2023 which were made on 20 February 2023;
- (mm) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 2) Directions 2023 which were made on 29 March 2023;
- (nn) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 3) Directions 2023 which were made on 3 August 2023;
- (oo) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) Directions 2024 which were made on 8 February 2024;
- (pp) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 2) Directions 2024 which were made on 18 April 2024;
- (qq) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 3) Directions 2024;
- (rr) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No. 4) Directions 2024 which were made on 26 November 2024;
- (ss) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) Directions 2025 which were made on 6 February 2025;
- (tt) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No.2) Directions 2025 which were made on 22 April 2025;
- (uu) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No.3) Directions 2025 which were made on 6 June 2025;
- (vv) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No.4) Directions 2025 which were made on 22 July 2025;
- (ww) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No 5) Directions 2025 which were made on 6 August 2025;
- (xx) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) (No 6) Directions 2025 which were made on 2 December 2025; and
- (yy) Directions to Local Health Boards as to the Statement of Financial Entitlements (Amendment) Directions 2026 which were made on 3 December 2025.