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Subject: FW: GPC Safeguarding

Date: 20 July 2016 15:16

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From: GPC Local Medical Committees discussion list [mailto:LMC-L@LISTSERV.BMA.ORG.UK] **On Behalf Of** Greg Lewis

Sent: 20 July 2016 14:51

To: LMC-L@LISTSERV.BMA.ORG.UK

Subject: GPC Safeguarding

Members will be aware of ongoing problems around the obligations and entitlements of General Practitioners who are asked to attend child protection case conferences or to prepare written safeguarding reports for use at them. It has been brought to our attention that some CCGs, while noting the GP contracts contain no provisions requiring them to contribute to the safeguarding process, have nonetheless suggested that GPs would need to justify non-compliance with regard to their statutory safeguarding duties if a report was not submitted and that non-compliance could justify a referral to the GMC with the implication that disciplinary action could be taken against defaulting GPs. Alternatively, it has been suggested that a CCG could contemplate taking action for alleged non-compliance by means of a breach/remedial notice.

The approach of GPC has been to encourage practices to engage with safeguarding processes but to agree a fee in advance of attending conferences or providing reports. The provision by GPs of the relevant safeguarding services falls outside the scope of the range of essential, additional or enhanced services provided for in parts 8 – 12 of the standard GMS contract. Clause 19.1.2 (a) of the GMS contract specifically permits the contractor to demand or accept a fee or other remuneration '*from any statutory body for services rendered for the purposes of that body's statutory functions*'.

GPC is aware of some confusion among GPs, local authorities, regional teams and CCGs as to who is now responsible for payment to GPs for work that falls under the term collaborative arrangements and while it works well in some parts of the country, in others, GPs are not being remunerated for this work. GPC is continuing to discuss with NHS England how this situation can be best resolved and it forms part of the 'Urgent prescription for General Practice' published earlier this year. We have emphasised that a fee is needed to cover the costs of the workload done and to ensure the practice has the capacity to do this work properly. Failing to fund this area of work leads to poorer quality services and local authorities should not be making cost cutting efficiencies in an important area such as the safeguarding of children and vulnerable adults.

GPC has obtained external legal advice on the issue, in which we asked for a view on the best way forward if it was not possible to reach a resolution through negotiation with NHS England. GPC's position, having taken such advice, is that GPs do have an obligation to comply with their statutory safeguarding duties, but equally that they are entitled to a fee.

GPC's advice is therefore to provide the relevant services, but on the basis that a fee will be sought for the same, indicating the rate of charge ahead of the provision of the report or attendance at the case conference as the case may be. The commissioner of the service would be notified that acceptance of such services will be treated as signifying a willingness to engage the GP on the stipulated terms. In the event of non-payment a claim for the fee could then be pursued.

Greg Lewis

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