

# Standard Personal Medical Services Agreement Variation Notice

October 2020

# Standard Personal Medical Services (PMS) Agreement Variation Notice

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Prepared by Hill Dickinson on behalf of NHS England and NHS Improvement

The text of the Standard Personal Medical Services Variation Notice October 2020 has been prepared by Hill Dickinson on behalf of NHS England and NHS Improvement. It is prepared on the basis that the numbering adopted in the signed contract follows that used in the Standard Personal Medical Services Agreement October 2020 (published December 2020).

## **Equalities and health inequalities statement**

"Promoting equality and addressing health inequalities are at the heart of NHS England's values. Throughout the development of the policies and processes cited in this document, we have:

- given due regard to the need to eliminate discrimination, harassment and victimisation, to advance equality of opportunity, and to foster good relations between people who share a relevant protected characteristic (as cited under the Equality Act 2010) and those who do not share it;
- given regard to the need to reduce inequalities between patients in access to, and outcomes from, healthcare services and in securing that services are provided in an integrated way where this might reduce health inequalities."

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Dear Sir/Madam

**Notice of Variation to your Personal Medical Services Agreement dated  
[            ]**

We give you notice under paragraph 52(2) of Schedule 2 to the National Health Service (Personal Medical Services Agreements) Regulations 2015 (S.I. 2015/1879) that the terms of your personal medical services agreement dated [            ] are varied as set out below with effect from [*insert here date on which variations will take effect. Where reasonably practicable this should not be less than 14 days after the date on which this notice is served. This is a regulatory requirement.*].

These variations are made to comply with the terms of the:

- The National Health Service (Amendments Relating to the Provision of Primary Care Services During a Pandemic etc.) Regulations 2020;
- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2020;
- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2020; and
- The Healthy Start Scheme and Welfare Food (Miscellaneous Amendments) Regulations 2020;

which came into force since the last update to the Standard Personal Medical Services Agreement.

These variations are also made to that ensure your contract complies with the terms of:

- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2018;

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which came into force on 1 October 2018 but were not covered by previous variation notices.<sup>1</sup>

For the avoidance of doubt nothing in this notice shall affect accrued rights or liabilities up to the date of the variation.

We request you to acknowledge receipt of this notice by signing and returning the enclosed duplicate of it.

Dated:

Signed:

on behalf of NHS England

Print name:

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<sup>1</sup> If your Personal Medical Services Agreement is based on the Standard Personal Medical Services Agreement 2019 (published April 2019) or later it already incorporates these variations. However, for the avoidance of doubt, this variation notice has been drafted for use across all Standard Personal Medical Services Agreements.

## Wording of Variations

### Clause 1

#### 1. In **clause 1.1**:

##### 1.1. **Replace** the definition of “**Core Hours**” with:

““**Core Hours**” means, subject to clause 53A, the period beginning at 8.00am and ending at 6.30pm on any day except Saturday, Sunday, Good Friday, Christmas Day or Bank Holidays;”

##### 1.2. **Replace** the definition of “**NHS Digital Workforce Census**” with:

““**NHS Digital Workforce Collection**” means the successor to the GP Workforce Census undertaken by the Health and Social Care Information Centre annually;”

##### 1.3. **Insert** the following new definition:

““**Online Practice Profile**” has the meaning given in clause 37.8;”

##### 1.4. **Replace** the definition of “**Out of Hours Period**” with:

““**Out of Hours Period**” means, subject to clause 53A:

- (a) the period beginning at 6.30pm on any day from Monday to Thursday and ending at 8.00am on the following day;
- (b) the period beginning at 6.30pm on Friday and ending at 8.00am on the following Monday; and
- (c) Good Friday, Christmas Day and Bank Holidays, and “part” of an out of hours period means any part of any one or more of the periods described in paragraphs (a) to (c);”

##### 1.5. Unless already included, **insert** the following new definition:

““**Paramedic Independent Prescriber**” means a person:

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- (a) who is either engaged or employed by the contractor or who is party to the Contract;
- (b) who is registered in the register maintained by the Health and Care Professions Council under article 5 of the Health and Social Work Professions Order 2001 (establishment and maintenance of register); and
- (c) against whose name in that register is recorded an annotation signifying that that person is qualified to order drugs, medicines or appliances as a paramedic independent prescriber;”

1.6. **Replace** the definition of “**Practice Website**” with:

““**Practice Website**” means a website through which the Contractor advertises the Primary Medical Services it provides;”

1.7. **Replace** the definition of “**Prescriber**” with:

““**Prescriber**” means:

- (a) a chiropodist or podiatrist independent prescriber;
- (b) an independent nurse prescriber;
- (c) a medical practitioner;
- (d) an optometrist independent prescriber;
- (e) a paramedic independent prescriber;
- (f) a pharmacist independent prescriber;
- (g) a physiotherapist independent prescriber;
- (h) a supplementary prescriber; and
- (i) a therapeutic radiographer independent prescriber,

who is either engaged or employed by the Contractor or is a party to this Agreement;”

1.8. In the definition of “**Relevant Register**” **replace clause (d)** with:

“(d) the part of the register maintained by the Health and Care Professions Council under article 5 of the Health and Social Work Professions Order 2001 relating to:

- (i) chiropodists and podiatrists;
- (ii) paramedics
- (iii) physiotherapists; or
- (iv) radiographers;”

1.9. In the definition of “**Supplementary Prescriber**” **replace clause (b)(iv)** with:

“(iv) the register maintained by the Health and Care Professions Council under of article 5 of the Health and Social Work Professions Order 2001 (establishment and maintenance of register) relating to:

- (aa) chiropodists and podiatrists;
- (bb) dieticians;
- (cc) paramedics;
- (dd) physiotherapists; or
- (ee) radiographers, or”

## Clause 16

2. In **clause 16.1**, **replace** any references to:

“the document entitled “National Quality Requirements in the Delivery of Out of Hours Services” published on 29 July 2006”

with:

“the Integrated Urgent Care Key Performance Indicators published on 25<sup>th</sup> June 2018”.

3. In **clause 16.2**, **replace** any references to the “National Quality Requirements” with “Integrated Urgent Care Key Performance Indicators”.

## Clause 27

4. **Replace clause 27.4** with the following:

“27.4 Subject to clause 27.4A, the Contractor must ensure that any person with whom it sub-contracts is prohibited from sub-contracting the clinical services which that person has agreed with the Contractor to provide.

27.4A A sub-contract entered into by the Contractor may allow the sub-contractor to sub-contract clinical services the Contractor has agreed to provide under the Network Contract Directed Enhanced Service Scheme, pursuant to direction 4 of the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2020, provided the Contractor has obtained the written approval of the Board prior to the sub-contractor sub-contracting those services.”

## Clause 32

5. After clause 32, **insert** the following:

### **“32A Use of fax machines**

32A.1 Where the Contractor can transmit information by electronic means (other than facsimile transmission) securely and directly to a Relevant Person, the Contractor must not:

32A.1.1 transmit any information to that person by facsimile transmission; or

32A.1.2 agree to receive any information from that person by facsimile transmission.



32A.2 Clause 32A.1 does not apply to any information which relates solely to the provision of clinical services or treatment to a Patient under a private arrangement.

32A.3 In this clause, "Relevant Person" means:

32A.3.1 an NHS Body;

32A.3.2 another health service provider;

32A.3.3 a Patient; or

32A.3.4 a person acting on behalf of a Patient."

## Clause 33

6. **Replace** the heading of clause 16.5 with:

### **"33 Patient online services: appointments and prescriptions"**

7. **Replace clauses 33.5 to 33.8** (and **clause 33.9**, if included) with:

33.5 Reserved.

33.5A Reserved.

33.6 Reserved.

33.7 The Contractor must also promote and offer to its Registered Patients the facility referred to in clauses 33.1.1 and 33.1.2 on its Practice Website or Online Practice Profile.

33.8 In this clause 33, "Local Arrangement" means an arrangement between the Contractor and the Board as to the timeframe within which appointments not booked by NHS 111 can be released for booking by the Contractor's registered patients.

8. After clause 33, **insert** the following:

**“33ZA Patient online services: provision of online access to coded information in medical record and Prospective Medical Record**

33ZA.1 Where the Contractor holds the medical record of a Registered Patient (“P”) on its computerised clinical systems, the Contractor must promote and offer to P the facility to access online the information from P’s medical record which is held in coded form other than:

33ZA.1.1 any Excepted Information, or

33ZA.1.2 any information which the Contractor’s computerised clinical systems cannot separate from any free-text entry in P’s medical record.

33ZA.2 The Contractor must, if its computerised clinical systems and redaction software allow, offer to P the facility to access online the information (other than any Excepted Information) entered onto P’s medical record on or after the Relevant Date (the “Prospective Medical Record”).

33ZA.3 If P accepts an offer made under clause 33ZA.2, the Contractor must, as soon as possible, provide P with the facility to access online P’s Prospective Medical Record.

33ZA.4 But the Contractor may:

33ZA.4.1 delay providing the facility to P, if the Contractor considers that providing P with it is likely to have an adverse impact on its provision of Essential Services;

33ZA.4.2 delay giving P online access to any information added to P’s Prospective Medical Record after the facility is provided to P, if the Contractor considers that providing P with access to that information is

likely to have an adverse impact on its provision of  
Essential Services.

33ZA.5 If the Contractor decides to delay providing P with access to the facility or giving P access to any information, it must notify P:

33ZA.5.1 of that decision (including the period for which it anticipates access will be delayed); and

33ZA.5.2 when the facility, or that information, becomes available.

33ZA.6 In this clause 33ZA, "Relevant Date" means:

33ZA.6.1 1<sup>st</sup> April 2020, where P became a Registered Patient before 1<sup>st</sup> October 2019;

33ZA.6.2 in any other case, 1<sup>st</sup> October 2019.

33ZA.7 For the purposes of this clause 33ZA and clause 33ZB, information is "Excepted Information" if the Contractor would not be required to disclose it to P in response to a request made by P in exercise of a right under Article 15 of the GDPR.

33ZA.8 For the purposes of clause 33ZA.7, "GDPR" has the meaning given in section 3(10) of the DPA 2018.

## **33ZB Patient online services: provision of online access to full digital medical record**

33ZB.1 The Contractor must provide a Registered Patient ("P") with the facility to access online Relevant Medical Information if:

33ZB.1.1 its computerised clinical systems and redaction software allow it to do so; and

33ZB.1.2 P requests, in writing, that it provide that facility.

33ZB.2 In this clause 33ZB, "Relevant Medical Information" means any information entered on P's medical record other than:

33ZB.2.1 any information which P can access online via a facility offered in accordance with clause 33ZA.1 or 33ZA.2; or

33ZB.2.2 any Excepted Information."

## Clause 33A

9. **Replace clause 33A** with the following (or **insert** after clause 33 if not already included):

### **"33A Patient access to online services**

33A.1 This clause applies to any contractor which has less than ten per cent of its registered patients registered with the contractor's practice to use the online services which the contractor is required under clause 33ZA.1 or 33ZA.2 to promote and offer to its registered patients ("patient online services").

33A.2 A contractor to which this clause applies must agree a plan with the Board aimed at increasing the percentage of the contractor's registered patients who are registered with the contractor's practice to use patient online services."

## Clause 37

10. **Replace clause 37** with the following:

### **"37 Requirement to have and maintain an online presence**

37.1 The Contractor must have:

37.1.1 a Practice Website; or

37.1.2 an Online Practice Profile.

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- 37.2 The Contractor must publish on its Practice Website or Online Practice Profile (as the case may be) all the information which is required to be included in its Practice Leaflet.
- 37.3 The Contractor must publish that information otherwise than by making its Practice Leaflet available for viewing or downloading.
- 37.4 The Contractor must review the information available on its Practice Website or Online Practice Profile at least once in every period of 12 months.
- 37.5 The Contractor must make any amendments necessary to maintain the accuracy of the information on its Practice Website or Online Practice Profile following:
- 37.5.1 a review under clause 37.4;
  - 37.5.2 a change to:
    - 37.5.2.1 the address of any of the Contractor's Practice Premises;
    - 37.5.2.2 the Contractor's telephone number,
    - 37.5.2.3 the Contractor's electronic-mail address (if made available on its Practice Website or Online Practice Profile); or
    - 37.5.2.4 any other stated means by which a Patient may contact the Contractor to book or amend an appointment, or to order repeat prescriptions for drugs, medicines or Appliances.
- 37.6 The requirements in this clause 37 are in addition to those in clauses 38.4 to 38.7 and paragraph 30.8 of Schedule 5 to this Agreement.
- 37.8 In this Agreement, "Online Practice Profile" means a profile:

- 37.8.1 which is on a website (other than the NHS website), or an online platform, provided by another person for use by a Contractor; and
- 37.8.2 through which the Contractor advertises the Primary Medical Services it provides.

## **37A Requirement to maintain profile page on NHS website**

- 37A.1 A Contractor must review the information available on its profile page on the NHS website<sup>Error! Bookmark not defined.</sup> at least once in every period of 12 months.
- 37A.2 The Contractor must make any amendments necessary to maintain the accuracy of the information its profile page following:
  - 37A.2.1 a review under paragraph clause 37A.1;
  - 37A.2.2 a change to:
    - 37A.2.2.1 the address of any of the Contractor's Practice Premises;
    - 37A.2.2.2 the Contractor's telephone number;
    - 37A.2.2.3 the Contractor's electronic-mail address (if made available on its profile page); or
    - 37A.2.2.4 any other stated means by which a Patient may contact the Contractor to book or amend an appointment, or to order repeat prescriptions for drugs, medicines or Appliances."

## **Clause 38**

11. Replace clause 38.4 with the following:

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“38.4 The Contractor must publish each year on its Practice Website or Online Practice Profile the information specified in clause 38.5.”

12. Immediately before clause 38.19, **replace** the heading “**NHS Digital Workforce Census Census**” with “**NHS Digital Workforce Census Collection**”.

13. **Replace clauses 3.19 and 3.20** with the following:

“38.19 The Contractor must record and submit any data required by the Health and Social Care Information Centre for the purposes of the NHS Digital Workforce Collection (known as the "Workforce Minimum Data Set") in accordance with clause 38.20.

38.20 The data referred to in clause 38.19 must be appropriately coded by the Contractor in line with agreed standards set out in guidance published by the Health and Social Care Information Centre, and must be submitted to the Health and Social Care Centre using the data entry module on the National Workforce Reporting System, which is a facility provided by the Centre to the Contractor for this purpose.”

14. **Replace clauses 38.24 and 38.25** with the following:

“38.24 The information referred to in clause 38.23 must be submitted by the Contractor to NHS Digital:

38.24.1 electronically at [nhsdigital.costrecovery@nhs.net](mailto:nhsdigital.costrecovery@nhs.net); or

38.24.2 by post in hard copy form to EHIC, PDS NBO, NHS Digital, Smedley Hydro, Trafalgar Road, Southport, Merseyside PR8 2HH.

38.25 Where the patient is a holder of a S1 Healthcare Certificate, the Contractor must send that certificate, or a copy of that certificate, to the NHS Business Services Authority:

38.25.1 electronically to [nhsbsa.faregistrations@nhs.net](mailto:nhsbsa.faregistrations@nhs.net);  
or

38.25.2 by post in hard copy form to Cost Recovery, Overseas Healthcare Service, Bridge House, 152 Pilgrim Street, Newcastle Upon Tyne, NE1 6SN.”

15. After clause 38.26, **insert** the following:

**“Collection of data relating to appointments in general practice**

- 38.27 The Contractor must participate in the collection of anonymised data relating to appointments for its registered patients (“GP Practice Data”) in accordance with the “GP Appointments Data Collection in Support of Winter Pressures” referred to in the Health and Social Care Information Centre (Establishment of Information Systems for NHS Services: General Practice Appointments Data Collection in Support of Winter Pressures) Directions 2017.
- 38.28 The Contractor must ensure that all GP Practice Data relating to the provision of Primary Medical Services under this Agreement is recorded within the Appointment Book in accordance with the guidance entitled “More accurate General Practice appointment data”.
- 38.29 The Contractor must ensure that the GP Practice Data is uploaded onto its computerised clinical systems and available for collection by the Health and Social Care Information Centre at such intervals during each financial year as notified to the contractor by the Health and Social Care Information Centre.
- 38.30 For the purposes of clauses 38.27 to 38.30, “Appointment Book” means a capability provided by the Contractor’s computerised clinical systems and software supplier which supports the administration, scheduling, resourcing and reporting of appointments.”

**Clause 52A**



16. In **clause 52A.1**, **replace** the words “direction 5 of the Primary Medical Services (Directed Enhanced Services) Directions 2019” with the words “direction 4 of the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2020”.

## **Clause 52B**

17. **Replace clause 52B.3** with the following:

“52B.3 For the purposes of this clause 52B, "Primary Care network" means a network of contractors and other providers of services which has been approved by the Board, serving an identified geographical area.”

## **Clause 53**

18. After clause 53, **insert** the following:

### **“53A Variation, suspension and enforcement of Agreement terms in relation to pandemics etc.**

53A.1 In this Agreement, "Core Hours" means the period beginning at 8.00am and ending at 6.30pm on any day from Monday to Friday in circumstances where, in order to assist in the management of a serious or potentially serious risk to human health arising as a consequence of a disease being, or in anticipation of a disease being imminently:

53A.1.1 pandemic; and

53A.1.2 a serious risk or potentially a serious risk to human health;

the Board with the agreement of the Secretary of State has made an announcement to the effect that the Core Hours of contractors in the area specified in the announcement (which include the Contractor) are to include Good Friday and Bank Holidays in the

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circumstances specified, and for the duration of the period specified, in the announcement.

53A.2 In this Agreement, in the circumstances described in clause 53A.1, "Out of Hours Period" means:

53A.2.1 the period beginning at 6.30pm on any day from Monday to Friday and ending at 8.00am on the following day; and

53A.2.2 the period beginning at 6.30pm on Friday and ending at 8.00am on the following Monday.

53A.3 In this Agreement, where reference is made to an announcement or advice of the Board that relates to a disease being, or in anticipation of a disease being imminently:

53A.3.1 pandemic; and

53A.3.2 a serious risk or potentially serious risk to human health,

it is to that announcement or advice, which may be withdrawn at any time, as amended from time to time.

53A.4 Any term that is part of this Agreement as a consequence of action taken under Part 5 of the PMS Regulations, by agreement between the parties or by virtue of regulation 47(2) of the Pharmaceutical Regulations is temporarily not part of this Agreement, in the particular circumstances mentioned in clause 53A.4.3.2 and during the period mentioned in clause 53A.4.3.3, in the following circumstances:

53A.4.1 as a consequence of a disease being, or in anticipation of a disease being imminently:

53A.4.1.1 pandemic; and

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53A.4.1.2 a serious risk or potentially a serious risk to human health,

the Board with the agreement of the Secretary of State has made an announcement in respect of the prioritisation of services to be provided in, or in any part of, England as part of the health service;

53A.4.2 the prioritisation is in order to assist in the management of the serious risk or potentially serious risk to human health;

53A.4.3 as part of the announcement, the Board with the agreement of the Secretary of State has issued advice to the effect that contractors are not to comply with a specified type of term of personal medical services agreements:

53A.4.3.1 in the area to which the announcement relates;

53A.4.3.2 in the circumstances specified in the announcement; and

53A.4.3.3 during the period specified in the announcement; and

53A.4.4 the Contractor is situated in the area to which the announcement relates and compliance with the term (it being of the specified type) would, but for the effect of this clause 53A.4, be a requirement of this Agreement.

53A.5 The Board must not take enforcement action, as provided for in this Agreement, in respect of a breach of a term of this Agreement in the following circumstances:

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53A.5.1 as a consequence of a disease being, or in anticipation of a disease being imminently:

53A.5.1.1 pandemic; and

53A.5.1.2 a serious risk or potentially a serious risk to human health;

the Board with the agreement of the Secretary of State has made an announcement in respect of the prioritisation of services to be provided in, or in any part of, England as part of the health service;

53A.5.2 the prioritisation is in order to assist in the management of the serious risk or potentially serious risk to human health;

53A.5.3 as part of the announcement, the Board with the agreement of the Secretary of State has issued advice to the effect that contractors need not comply with a specified type of term of personal medical services agreements:

53A.5.3.1 in the area to which the announcement relates;

53A.5.3.2 in the circumstances specified in the announcement, and

53A.5.3.3 during the period specified in the announcement; and

53A.5.4 the Contractor:

53A.5.4.1 is situated in the area to which the announcement relates; and

53A.5.4.2 has not complied with the term (it being of the specified type) in the

particular circumstances mentioned in clause 53A.5.3.2 and during the period mentioned in clause 53A.5.3.3.”

## Clause 61

19. After clause 61.4.20, **insert** the following:

“61.4.21 the Contractor’s registration with the Care Quality Commission has been cancelled in accordance with section 17(1) of the Health and Social Care Act 2008, and that cancellation is the final decision of the Care Quality Commission, or, where an appeal has been launched, is the outcome of that appeal.”

## Schedule 1

20. In part 2, **replace paragraph 1.18.2** with:

“1.18.2 the examination of the Child at a frequency that has been agreed with the Board in accordance with the nationally agreed evidence based programme set out in the revised fifth edition of “Health for all Children” (Alan Emond, 28 February 2019, Oxford University Press).”

## Schedule 3

21. In the table of prescribed medical certificates, **replace** the following row:

2. To establish pregnancy for the purpose of obtaining welfare foods	Section 13 of the Social Security Act 1988 (schemes for distribution etc of welfare foods)
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with the following:

2. Reserved.	
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## Schedule 4

22. Replace paragraph 5A with the following:

### **“5A Prescribing for Electronic Repeat Dispensing**

5A.1 Subject to paragraphs 1.2 to 1.14, 2, 4 and 5.2.2 to 5.4, where a Prescriber orders a drug, medicine or Appliance by means of an Electronic Repeatable Prescription, the Prescriber must issue the prescription in a format appropriate for Electronic Repeat Dispensing where:

5A.1.1 it is clinically appropriate to do so for that Patient on that occasion; and

5A.1.2 the Patient consents.

5A.2 In this paragraph 5A, “Electronic Repeat Dispensing” means dispensing as part of pharmaceutical services or Local Pharmaceutical Services which involves the provision of drugs, medicines or Appliances in accordance with an Electronic Repeatable Prescription.”

## Schedule 5

23. Replace paragraph 3.2 with the following:

“3.2 The Board must prepare and keep up to date a list of the Patients who have been:

3.2.1 accepted by the Contractor for inclusion in the Contractor’s List of Patients under paragraph 5 and who have not been subsequently removed from that List under paragraphs 9 to 15; and

3.2.2 assigned by the Board to the Contractor’s List of Patients under:

3.2.2.1 paragraph 22; or

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3.2.2.2 paragraph 23 (by virtue of a determination of the assessment panel under paragraph 25.8 which has not subsequently been overturned by a determination of the Secretary of State under paragraph 26 or by a court).

3.3 The Contractor must, upon receipt of a reasonable written request by the Board:

3.3.1 take appropriate steps as soon as is reasonably practicable to correct and update Patient data held on the practice's computerised clinical systems, and where necessary register or deregister Patients to ensure that the Patient list is accurate; and

3.3.2 provide information relating to its List of Patients as soon as is reasonably practicable and, in any event, no later than 30 days from the date on which the request was received by the Contractor, in order to assist the Board in the exercise of its duties under paragraph 3.2, contacting Patients where reasonably necessary to confirm that their Patient data is correct.”

24. Unless already included, after paragraph 4, **insert** the following:

**“4A NHS e-Referral Service (e-RS)**

4A.1. Except in the case of a contractor to which clause 4A.2 or clause 4A.3 applies, the Contractor must require the use in its practice premises of the system for electronic referrals known as the NHS e-Referral Service (“e-RS”) in respect of each referral of any of its registered patients to a first consultant-led out-patient appointment for medical services under the Act in respect of which the facility to use e-RS is available.

4A.2. This paragraph applies to a contractor which does not yet have e-RS in place for use in the contractor's practice premises.

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- 4A.3. This paragraph applies to a contractor which:
- 4A.3.1 is experiencing technical or other practical difficulties which are preventing the use, or effective use, of e-RS in its practice premises; and
  - 4A.3.2 has notified the Board that this is the case.
- 4A.4. A contractor to which paragraph 4A.2 applies must require the use in its practice premises of alternative means of referring its registered patients to a first consultant-led outpatient appointment for medical services under the Act until such time as the contractor has e-RS in place for use in its practice premises.
- 4A.5. A contractor to which paragraph 4A.3 applies:
- 4A.5.1 must ensure that a plan is agreed between the contractor's practice and the Board for resolving the technical or other practical difficulties which are preventing the use, or effective use, of e-RS in the contractor's practice premises; and
  - 4A.5.2 must require the use in its practice premises of alternative means of referring its registered patients to a first consultant-led out-patient appointment for medical services under the Act until such time as those technical or other practical difficulties have been resolved to the satisfaction of the Board."

25. **Replace paragraph 4B** with the following:

**“4B            Direct booking by NHS 111 or via a Connected Service**

- 4B.1            The Contractor must ensure that as a minimum the following number of appointments during Core Hours for its Registered Patients are made available per day for direct booking by or via a



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service (“a Connected Service”) approved by the Board that is or may be accessed via NHS 111:

4B.1.1 one, where the Contractor has 3,000 Registered Patients or fewer; or

4B.1.1 one for each whole 3,000 Registered Patients, where the Contractor has more than 3,000 Registered Patients.

4B.2 The Contractor must:

4B.2.1 configure its computerised systems to allow direct booking by NHS 111 or via a Connected Service;

4B.2.2 monitor its booking system for appointments booked by NHS 111 or via a Connected Service;

4B.2.3 assess the Post Event Message received from NHS 111 or via a Connected Service in order to decide whether an alternative to the booked appointment should be arranged, such as a telephone call to the Patient or an appointment with another health care professional and where appropriate, make those arrangements; and

4B.2.4 co-operate with the Board in its oversight of direct booking by NHS 111 or via a Connected Service by providing any information relating to direct booking by NHS 111 or via a Connected Service which is reasonably required by the Board.

4B.3 The requirements in paragraphs 4B.1 and 4B.2 do not apply where:

4B.3.1 the Board and the Contractor have agreed to suspend the requirements for operational reasons; or

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4B.3.2 the Contractor does not have access to computer systems and software which would enable it to offer the service described paragraph 4B.3.1.

4B.4 In this paragraph 4B, "Post Event Message" means the electronic message which is sent to a contractor at the end of a telephone call to NHS 111 or via a Connected Service.

4B.5 In order to assist in the management of a serious or potentially serious risk to human health arising as a consequence of a disease being, or in anticipation of a disease being imminently:

4B.5.1 pandemic; and

4b.5.2 a serious risk or potentially a serious risk to human health;

the Board may with the agreement of the Secretary of State make an announcement to the effect that the minimum numbers of appointments mentioned in paragraph 4B.1 are modified in the circumstances specified (which may limit the area to which the modification relates), and for the duration of the period specified, in the announcement, and where the Board does so, the minimum numbers are as so modified."

26. **Replace paragraph 10.4.1** with:

"10.4.1 Reserved."

27. **Replace paragraph 11** with:

**"11 Removal of violent Patients from the list**

11.1 Where a Contractor wants a person to be removed from its List of Patients with immediate effect on the grounds that:

11.1.1 the person has committed an act of violence against any of the persons specified in paragraph 11.2 or has behaved in

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such a way that any of those persons has feared for their safety; and

11.1.2 the Contractor has reported the incident to the police,

the Contractor must give notice to the Board in accordance with paragraph 11.3.

11.1A Subject to paragraph 11.1B, where the Contractor:

11.1A.1 accepts a person onto its list of patients; and

11.1A.2 subsequently becomes aware that the person has previously been removed from the list of patients of another provider of primary medical services:

11.1A.2.1 because the person committed an act of violence against any of the persons specified in paragraph 11.2 (as read with paragraph 11.2A) or behaved in such a way that any of those persons feared for their safety; and

11.1A.2.2 the other provider of primary medical services reported the incident to the police,

the Contractor may give notice to the Board in accordance with paragraph 11.3 that it wants to have the person removed from its list of patients with immediate effect.

11.1B The Contractor must not give notice to the Board paragraph to clause 11.1A, where:

11.1B.1 a person mentioned in paragraph 11.1A was allocated to a Violent Patient Scheme set up in accordance with direction 8 of the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2020 to receive Primary Medical Services under that scheme; and

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- 11.1B.2 the provider of the Scheme discharged that person because they were not considered to pose a risk of violence; or
  - 11.1B.3 that person successfully appealed their allocation to a Violent Patient Scheme.
- 11.2 The persons specified in this paragraph are:
- 11.2.1 any party to this Agreement who is an individual;
  - 11.2.2 any member of the Contractor's Staff;
  - 11.2.3 a person engaged by the Contractor to perform or assist in the performance of Services under the Agreement; or
  - 11.2.4 any other person present:
    - 11.2.4.1 on the Contractor's Premises, or
    - 11.2.4.2 in the place where Services were provided to the Patient under this Agreement.
- 11.2A For the purposes of clause 11.1A, any reference to "the Contractor" in clause 11.2 is to be read as a reference to the other provider of primary medical services referred to in clause 11.1A, and clause 11.2 is to be construed accordingly.
- 11.3 Notification under paragraph 11.1 or 11.1A may be given by any means, but if not in Writing, must subsequently be confirmed in Writing before the end of a period of seven (7) days beginning with the date on which the notice was given.
- 11.4 The Board must acknowledge in Writing receipt of a request from the Contractor under paragraph 11.1 or 11.1A.
- 11.5 A removal requested in accordance with paragraph 11.1 or 11.1A takes effect at the time at which the Contractor:
- 11.5.1 makes a telephone call to the Board; or

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11.5.2 sends or delivers the notice to the Board.

11.6 Where, under this paragraph, the Contractor has given notice to the Board that it wants to have a person removed from its List of Patients, the Contractor must inform that person of that fact unless:

11.6.1 it is not reasonably practicable for the Contractor to do so;  
or

11.6.2 the Contractor has reasonable grounds for believing that to do so would:

11.6.2.1 be harmful to the person's physical or mental health, or

11.6.2.2 put the safety of a person specified in paragraph 11.2 at risk.

11.7 Where a person is removed from the Contractor's List of Patients in accordance with paragraph 11.5, the Board must give that person notice in Writing of that removal.

11.8 The Contractor must record the removal of any person from its List of patients under this paragraph 11 and the circumstances leading to that removal in the medical records of the person removed."

28. In **paragraph 13.1**, after the words "where the Board is satisfied" **insert** the words ", or is notified by the Contractor,".

29. After paragraph 21, **insert** the following:

**"21A Assignment of Patients to lists: general**

21A.1 Paragraphs 21A to 27 apply in respect of the assignment by the Board of:

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21A.1.1 a person as a new Patient to the Contractor's List of Patients where that person:

21A.1.1.1 has been refused inclusion in a contractor's list of patients or has not been accepted as a temporary resident by a contractor, and

21A.1.1.2 would like to be included in the list of the Contractor in whose CCG area that person resides;

21A.1.2 any person who is part of a List Dispersal resulting from the closure of a practice where that person:

21A.1.2.1 has not registered with another contractor; and

21A.1.2.2 would like to be included in the list of patients of the Contractor in whose CCG area that person resides; or

21A.1.3 any person who is part of a List Dispersal resulting from the closure of a practice where that person has not registered with another contractor and the Board has been unable to contact that person.

21A.2 In this paragraph 21A, "List Dispersal" means the allocation of Patients from a contractor's list of patients by the Board following termination of the contract or during the period set out in the notice of termination or agreement to terminate."

30. **Delete clause 22.2.**

31. After paragraph 24, **insert** the following:

**"24A Assignment of patients from outside practice area**

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24A.1 Where the Board has assigned a person to the Contractor's List of Patients in accordance with paragraphs 21A to 27, and that person resides outside the Contractor's Practice Area, paragraphs 54.4, 54.5 and 54.6 are to apply as if the Contractor had accepted that Patient onto its List of Patients in accordance with paragraph 54.1, unless the Contractor chooses to include that person in its List of Patients for its practice area on assignment by the Board."

32. **Replace paragraph 29A.1** with the following:

"The Contractor must take steps each year to identify any registered patient aged 65 years and over who is living with moderate to severe frailty."

33. **Replace paragraph 30.8** with the following:

"30.8 The Contractor must include information about the requirement to assign an Accountable GP to each of its new and existing Registered Patients:

30.8.1 on the Contractor's Practice Website or Online Practice Profile; and

30.8.2 in the Contractor's Practice Leaflet."

34. **Delete paragraph 30.9.**

## **Schedule 12**

35. **Replace** the words "(if any)" with "or the address at which its Online Practice Profile is available".

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I/We [ ] acknowledge receipt of the notice of variation dated [ ] of which the above is a duplicate. I/We acknowledge that this notice will take effect from [ ].

Signed:

[on behalf of ]:

Print name:

Date: