

Classification: Official

Publication reference: PR1990\_iv



# Standard Personal Medical Services Agreement Variation Notice

November 2022

# Standard Personal Medical Services (PMS) Agreement Variation Notice

Publishing approval number: PAR1990\_iv

Version number: 1.0

First published: November 2022

Prepared by Hill Dickinson on behalf of NHS England.

The text of the Standard Personal Medical Services (PMS) Agreement Variation Notice October 2022 has been prepared by Hill Dickinson on behalf of NHS England.

It is prepared on the basis that the signed agreement to be varied is in the form of the NHS England Standard Personal Medical Services Agreement and is up to date with all prior variation notices (up to and including the NHS England Standard Personal Medical Services Agreement Variation Notice July 2022).

## **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."

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 reflect changes introduced by the Health and Care Act 2022 and to comply with:

- The Health and Care Act 2022 (Consequential and Related Amendments and Transitional Provisions) Regulations 2022; and
- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 3) Regulations 2022;

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

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 [INSERT ICB NAME]

Print name:

## Wording of Variations

### General Variations

1. In the following provisions, **replace** all references to “the Board” with “NHS England”:

1.1. In the following definitions in clause 1.1:

1.1.1. “Batch Issue”;

1.1.2. “Chemist”;

1.1.3. “the detained estate healthcare service”;

1.1.4. “Home Oxygen Order Form”;

1.1.5. “Law” **replace** the second reference with “the Commissioner, NHS England”;

1.1.6. “Listed Medicines Voucher”;

1.1.7. “Local Medical Committee”;

1.1.8. “Medical Card”;

1.1.9. “Medical Performers List”;

1.1.10. “National Diabetes Audit”;

1.1.11. “Non-Electronic Repeatable Prescription”;

1.1.12. “Prescription Form”;

1.1.13. “Repeatable Prescription”;

1.2. Clause 11.3;

1.3. Clause 17.1;

1.4. Clause 17A.2.2.2;

- 1.5. Clause 17A.3.2.2;
- 1.6. Clause 17A.6.2.1;
- 1.7. Clause 20.3.3;
- 1.8. Clause 20.9.1;
- 1.9. Clause 29.2.1;
- 1.10. Clause 30.2;
- 1.11. Clause 31.2;
- 1.12. Clause 36A.1;
- 1.13. Clause 38.12;
- 1.14. Clause 38.22.1;
- 1.15. Clause 52.3.1;
- 1.16. Clause 52B.2.3;
- 1.17. Clause 53A.1;
- 1.18. Clause 53A.3;
- 1.19. Clause 53A.4;
- 1.20. Clause 53A.5.1;
- 1.21. Clause 53A.5.3;
- 1.22. Clause 74.4.11;
- 1.23. Clause 76.1;
- 1.24. Section 1 (Prescribing) of Schedule 4;
- 1.25. Paragraph 4.7 of Schedule 4;
- 1.26. Paragraph 6.3.3.2 of Schedule 4;

- 1.27. Paragraph 7.2.3.3.2 of Schedule 4;
- 1.28. Section 4B (Direct booking by NHS 111 or via a Connected Service) of Schedule 5;
- 1.29. Paragraph 29A.4 of Schedule 5;
- 1.30. Schedule 14;
- 1.31. Paragraph 3(3)(a) of Schedule 15;
- 1.32. Paragraph 3(7) of Schedule 15.

2. **Replace** all other references to “the Board” with “the Commissioner”.

3. **Replace** all references to “CCG” with “*integrated care board*”.

## **Clause 1**

4. In clause 1.1:

4.1. **Delete** the following definitions:

**“the Board”;**

**“Board Representative”;**

**“CCG”;**

4.2. **Insert** the following definitions:

**“Commissioner Representative”** means the person appointed by the Commissioner from time to time in accordance with the provisions of this Agreement as the main point of contact for the Contractor;

**“the Commissioner”** means the party (other than the Contractor) whose name and address appears at the beginning of this Agreement;

**“Directly Bookable Appointment”** means an appointment of a type which, in line with the guidance entitled “Directly bookable appointments — guidance for practices” issued by NHS England, is available for booking by a Registered Patient or an appropriate person on their behalf;

**“GPIT Operating Model”** means the document entitled “Securing Excellence in Primary Care (GP) Digital Services: The Primary Care (GP) Digital Services Operating Model 2021-23 V5” issued by NHS England;

**“integrated care board”** means an integrated care board established under Chapter A3 of Part 2 of the *2006 Act*;

**“NHS England”** means the body corporate established under section 1H of the *2006 Act*;

**“Remote Service”** means:

- (a) an online consultation under clause 33ZD;
- (b) a secure electronic communication under clause 33ZE;
- (c) a Video Consultation under clause 33ZF;
- (d) a telephone consultation;
- (e) an Electronic Prescription;
- (f) any other service which can be provided through a digital or telecommunications method, including administrative tasks in support of the Agreement;

5. After clause 1.2.16, **insert** the following:

“1.2.17            where under section 65Z5 of the 2006 Act a relevant body (as defined therein) has arranged for functions exercisable by it to be exercised by or jointly with one or more other bodies, a reference to that relevant body shall, as the context requires, include a reference to the body or bodies exercising the functions in question (and vice versa).”;

## **Clause 6**

6. **Replace** clause 6 with the following:

“Reserved.”;

## **Clause 7.9.2**



7. **Replace** clause 7.9.2 with the following:

“the Patient is:

7.9.2.1 offered an appointment, for a time which is appropriate and reasonable having regard to all the circumstances, to attend the Contractor’s Premises again or participate in a telephone consultation or Video Consultation; or

7.9.2.2 invited to make a request via an online consultation system, and the Patient’s health would not thereby be jeopardised.”;

**Clause 7A**

8. After clause 7.18.2, **insert** the following:

**“7A Services: remote provision outside Practice Premises**

7A.1 Without prejudice to regulation 17(7) (essential services) of the General Medical Services Contracts Regulations (which forms part of the definition of Essential Services under this Agreement), where applicable, and without prejudice to clause 7.10 (attendance outside practice premises), the Contractor and any sub-contractor may provide a Remote Service from a location which does not constitute Practice Premises, if the requirements in clause 7A.2 are met.

7A.2 The requirements referred to in clause 7A.1 are that:

7A.2.1 the service is provided from an appropriate location;

7A.2.2 the service is provided through an appropriate digital or telecommunications method; and

7A.2.3 the service is appropriate for provision outside of Practice Premises.

7A.3 For the purposes of clause 7A.2.1, a location is not appropriate if:

7A.3.1 the location or its environment is not conducive to ensuring the confidentiality of Patient information, in

connection with the service to be provided from that location; or

7A.3.2 the location or its environment is not conducive to ensuring appropriate provision of the service from that location.

7A.4 For the purposes of clause 7A.2.2, a digital or telecommunications method is appropriate if it meets:

7A.4.1 the requirements in the GPIT Operating Model relevant to that method, including any requirements as to software; or

7A.4.2 requirements which are equivalent in their effect to the relevant requirements in the GPIT Operating Model.

7A.5 For the purposes of clause 7A.2.3, the service is not appropriate for provision outside of Practice Premises if:

7A.5.1 it would not be clinically appropriate for the Patient on that occasion; or

7A.5.2 it is otherwise not appropriate to the needs or circumstances of the Patient.

7A.6 For the purposes of clause 7A.3.1, “*Patient information*” means information which relates to the physical or mental health or condition of a Patient, to the diagnosis of their condition, to their care and treatment, or information which is to any extent derived, directly or indirectly, from such information.”;

## Clause 17A.2.2

In clause 17A.2.2, after the words “local authorities”, **insert** the words:

”; and

17A.2.2.5 Integrated Care Boards.”;

### Clause 27.3

9. In clause 27.3, before the words “for the purpose of the sub-contract”, **insert** the words “as Practice Premises”;

### Clause 29.6

10. **Replace** clause 29.6.1 with the following:

“the computer system upon which the Contractor proposes to keep the records meets the requirements set out in the GPIT Operating Model;”;

11. In clause 29.6.2, **replace** the words “as accredited in accordance with clause 29.6.1” with the words “and compliant with the GPI Operating Model”;

### Clause 32.3

12. In Clause 32.3, before the words “Patient attendance and treatment”, **insert** the words “the provision of a Remote Service or”;

### Clause 33.3.1

13. In clause 33.3.1, **replace** the words “a minimum of 25% of its appointments per day during Core Hours” with the words “all of its Directly Bookable Appointments”;

### Clause 33ZG.2

14. **Replace** clause 33ZG.2 with the following:

“Reserved”;

### Clause 33B

15. After clause 33A.2, **insert** the following:

**“33B            Patient access: other availability of Directly Bookable Appointments**

33B.1        The Contractor must ensure that all of its Directly Bookable Appointments are made available for booking by telephone or in person.”;

## Clause 38.7A

16. In clause 38.7A.3.2, **delete** the words “Subject to sub-clause 38.7A.3.2A,”;

17. In clause 38.7A.3.2.1, **replace** the word “2020” with the word “2022”;

18. **Delete clause 38.7A.3.2A;**

19. **Replace** clause 38.7A.3.3.1 with the following:

“Reserved;”;

20. **Replace** clause 38.7A.4 as well as subclauses 1 and 2 with the following:

“For the purposes of sub-clause 38.7A.3.1 “the Disclosure Date”, in relation to a Relevant Financial Year, is 30 April in the financial year which begins immediately after the end of the Next Financial Year.”;

21. In clause 38.7A.8.2, replace the words “this clause comes into force”, with the words “the term in clause 38.7A.7 is incorporated into the Agreement”;

22. In clause 38.7A.9.1 **delete** the final word “and”;

23. In clause 38.7A.9.2.1, after the words “in which I’s” **insert** the word “NHS”;

24. After clause 38.7A.9.2.2, **insert** the following:

“38.7A.9.3 a term which requires S to use reasonable endeavours to ensure that any sub-contract entered into before the term in clause 38.7A.9.2 was incorporated into that sub-contract is amended to:

38.7A.9.3.1 include a term in clause 38.7A.9.2.1 in a sub-contract between S and I: and

38.7A.9.3.2 include the term in clause 38.7A.9.2.2 in a sub-contract between S and a partnership.”;

## Clause 38.7AA

25. After clause 38.7A.11, **insert** the following:

**“38.7AA Disclosure of information about NHS earnings: jobholders**

38.7AA.1 In this clause:

38.7AA.1.1 “Disclosure Obligation”, “Relevant Financial Year”, “Relevant Threshold”, the “Disclosure Date” and “Sub-Contractor” shall have the meanings given in clause 38.7A.

38.7AA.1.2 “NHS Earnings” has the meaning given in clause 38.7B.

38.7AA.2 In this clause and, where applicable, in clause 38.7B:

38.7AA.2.1 “Contract of Engagement” means a contract of employment or other agreement under which a Jobholder is engaged;

38.7AA.2.2 “Jobholder” means:

38.7AA.2.2.1 an individual employed by a Relevant Person;

38.7AA.2.2.2 an individual engaged by a Relevant Person under a contract for services to provide services which enable the Relevant Person to fulfil its obligations under the Agreement or sub-contract, as the case may be;

38.7AA.2.2.3 an individual engaged by a Third Party to provide clinical services;

38.7AA.2.2.4 where the Relevant Person is a company, a director or

company secretary of that company;

38.7AA.2.3 “Relevant Person” means:

38.7AA.2.3.1 the Contractor;

38.7AA.2.3.2 the Sub-Contractor

38.7AA.2.3.3 a person to whom the Sub-Contractor has sub-contracted obligations as permitted under clause 27.4A (“P”);

38.7AA.2.4 “Third Party Contract” means a contract or other agreement under which a Relevant Person is provided with a Jobholder to provide clinical services under the Agreement or sub-contract, as the case may be, and which is between:

38.7AA.2.4.1 the Contractor and a person other than a Jobholder or Sub-Contractor;

38.7AA.2.4.2 a Sub-Contractor and a person other than a Jobholder, the Contractor, or a person (“P”) to whom the Sub-Contractor has sub-contracted obligations as permitted under clause 27.4A; or

38.7AA.2.4.3 P and a person other than a Jobholder or Sub-contractor;

38.7AA.2.5 “Third Party” is to be construed with the definition of “Third Party Contract”.

38.7AA.3 The Contractor shall not enter into a Contract of Engagement unless it requires the Jobholder to comply with the Disclosure Obligation for each Relevant Financial Year in which the Jobholder's NHS Earnings exceed the Relevant Threshold.

38.7AA.4 The Contractor shall not sub-contract any of its obligations to provide clinical services under the Agreement unless:

38.7AA.4.1 the sub-contract entered into by the Contractor requires the sub-contractor ("S") to:

38.7AA.4.1.1 include the term specified in clause 38.7AA.6 in any Contract of Engagement S enters into with a Jobholder on or after entering into the sub-contract; and

38.7AA.4.1.2 use reasonable endeavours to include it in any Contract of Engagement which S has entered into prior to entering into the sub-contract; and

38.7AA.4.2 the sub-contract prevents S from sub-contracting to P any of the clinical services S has agreed with the Contractor to provide under the Sub-contract unless the sub-contract S enters into with P includes the term specified in clause 38.7AA.5.

38.7AA.5 The term requires P to:

38.7AA.5.1 include the term specified in clause 38.7AA.5 in any Contract of Engagement which P enters into with a Jobholder on or after entering into the sub-contract with S; and

- 38.7AA.5.2 to use reasonable endeavours to include it in any Contract of Engagement which P has entered into prior to entering into that sub-contract.
- 38.7AA.6 The term requires the Jobholder to comply with the Disclosure Obligation for each Relevant Financial Year in which the Jobholder's NHS earnings exceed the Relevant Threshold.
- 38.7AA.7 The Contractor shall use reasonable endeavours to ensure that any Contract of Engagement, which the Contractor entered into before the term in clause 38.7AA.3 is incorporated into the Agreement, is amended to include the term specified in 38.7AA.6.
- 38.7AA.8 The Contractor shall use reasonable endeavours to ensure that any sub-contract which the Contractor entered into before the term in clause 38.7AA.4 is incorporated into the agreement is amended to include the terms specified in paragraph clause 38.7AA.9.
- 38.7AA.9 The terms are:
- 38.7AA.9.1 a term which requires S to:
- 38.7AA.9.1.1 include the term specified in clause 38.7AA.6 in any Contract of Engagement S enters into with a Jobholder on or after the amendment of the sub-contract;
- 38.7AA.9.1.2 to use reasonable endeavours to include the term specified in clause 38.7AA.6 in any Contract of Engagement to which S is a party entered into



before the amendment of the sub-contract, and

38.7AA.9.1.3 use reasonable endeavours to include the term specified in clause 38.7AA.5 in any sub-contract which S has entered into with P before the amendment of the sub-contract pursuant to clause 38.7AA.8;

38.7AA.9.2 a term which prevents S from sub-contracting to P obligations to provide clinical services under the Agreement unless the sub-contract entered into by S includes the term specified in clause 38.7AA.5.

38.7AA.10 The Contractor shall use reasonable endeavours to include in a Third Party Contract (whenever entered into) a term requiring the Third Party ("T") to include the term specified in clause 38.7AA.6 in any Contract of Engagement to which T is a party.

38.7AA.11 The Contractor shall not sub-contract any of its obligations to provide clinical services under the Agreement, unless the sub-contract requires S to use reasonable endeavours to:

38.7AA.11.1 include in a Third Party Contract (whenever entered into) a term requiring T to include the term specified in clause 38.7AA.6 in any Contract of Engagement to which T is a party; and

38.7AA.11.2 include in any sub-contract between S and P a term requiring P to include in any Third Party Contract (whenever entered into) the term specified in clause 38.7AA.12.

38.7AA.12 The term is one which requires T to include the term specified in clause 38.7AA.6 in any Contract of Engagement to which T is a party.

38.7AA.13 Nothing in this clause 38.7AA requires a Jobholder to comply with the Disclosure Obligation for any Relevant Financial Year which:

38.7AA.13.1 ends before the Jobholder enters into a Contract of Engagement;

38.7AA.13.2 begins after the Jobholder's Contract of Engagement has terminated.”;

## **Clause 38.7B**

26. In the heading of clause 38.7B and in clause 38.7B.1, replace references to “clause 38.7A” with “clauses 38.7A and 38.7AA”;

27. In clause 38.7B.3.2.2, before the words “income (including any form” insert the word “other”;

28. After clause 38.7B.3.2.2, insert the following:

“38.7B.3.2A in relation to a Jobholder who does not fall within clause 38.7B.3.2.1 or clause 38.7B.3.2.2, means:

38.7B.3.2A.1 any remuneration, salary, wages, fees, director's remuneration or dividends received in respect of the financial year in question under the Contract of Engagement and any other Contract of Engagement under which the Jobholder provides services in respect of a contract or an agreement for primary medical services made under section 92 or 83(2) of the Act; and

38.7B.3.2A.2 any other income which would be treated as practitioner income under Schedule 10 to the NHS Pension Scheme Regulations as modified in accordance with clause 38.7B.4 in respect of the Financial Year in question if the Jobholder:

38.7B.3.2A.2.1 were an active member of the scheme; and

38.7B.3.2A.2.2 a medical practitioner or non-GP provider;”;

29. In clause 38.7B.4.1 **insert** the word “and” at the end;

30. In clause 38.7B.4.2 **delete** the final word “and”;

31. **Replace** clause 38.7B.4.3 with the following:

“Reserved.”;

32. After clause 38.7B.4.2, **insert** the following:

“38.7B.4A For the purposes of this clause 38.7B, where the Contractor has sub-contracted any obligations under the Agreement, any payments made:

38.7B.4A.1 under the sub-contract; or

38.7B.4A.2 under any sub-contract which the sub-contractor has entered into with another person, as permitted under clause 27.4A;

are to be treated as income derived from the Agreement.”;

## Clause 52

33. After clause 52.1.1.2, insert the following:

“52.1.1.3 NHS England”;

## Clause 52A

34. In clause 52A.2.3.1 **replace** the reference to “practice premises” with “practice”;

#### **Schedule 4**

35. In paragraph 1.11.1, **delete** the words “Non-Electronic”;

#### **Schedule 5**

36. In paragraph 4A, **replace** each reference to “practice premises” with “Practice”;

37. **Replace** paragraph 5.3 with the following:

“Subject to paragraph 5.4, an application for inclusion in the Contractor’s List of Patients may be made by the applicant or a person authorised by the applicant submitting a Medical Card or an application form, including an electronic application form, to the Contractor.”;

#### **Schedule 13**

38. In the Outcomes Framework table **delete** the Indicator IDs “Clinical domain” and “MH005” as well as the Indicator Description corresponding to MH005;

#### **Schedule 15**

39. In paragraph 3(7)(d), after the words “arrangements made under section 7A”, **insert** the words “or 7B”.

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:

NHS England  
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This publication can be made available in a number of alternative formats on request.