



Standard General Medical Services Contract Variation Notice – September 2015

NHS England INFORMATION READER BOX**Directorate**

Medical	Commissioning Operations	Patients and Information
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Publications Gateway Reference: 04292

Document Purpose	Guidance
Document Name	Standard General Medical Services Contract Variation Notice – September 2015
Author	NHS England
Publication Date	17 November 2015
Target Audience	CCG Accountable Officers, NHS England Regional Directors, NHS England Directors of Commissioning Operations, GPs
Additional Circulation List	
Description	This document gives notice under paragraph 104(2) of Schedule 6 to the National Health Service (General Medical Services Contracts) Regulations 2004 (S.I. 2004/291) that the terms of the general medical services contract are varied as set out in the document. This variation is to bring the Standard GMS Contracts pre-2013 up to date with correct numbering which the previously published variations have not accomplished.
Cross Reference	N/A
Superseded Docs (if applicable)	This variation is to bring the Standard GMS Contracts pre-2013 up to date with correct numbering which the previously published variations have not accomplished.
Action Required	Regions, clinical commissioning groups (CCGs) and contractors taking part should ensure they have read and understood the document
Timing / Deadlines (if applicable)	N/A
Contact Details for further information	Erika Sutcliffe Programme Manager GP contracts Quarry House Quarry Hill LS2 7UE 0113 825 1138 http://www.england.nhs.uk/commissioning/gp-contract/
Document Status	
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Standard General Medical Services Contract Variation Notice – September 2015

The text of the Standard General Medical Services Variation Notice September 2015 has been prepared by Commissioning Operations Directorate, NHS England and has been approved by the British Medical Association. It is prepared on the basis that the numbering adopted in the signed contract follows that used in the Standard General Medical Services Contract model dated 17 September 2009 incorporating the amendments made by the Standard General Medical Services Variation Notice April 2012.

This Variation Notice is drafted on the basis that all previous amendments pursuant to earlier variation notices have been incorporated.

Version number: 2

First published: September 2015

Prepared by: Prepared by Capsticks Solicitors LLP on behalf of NHS England

Classification: Official

Gateway Publications Reference: 04292

The NHS Commissioning Board (NHS CB) was established on 1 October 2012 as an executive non-departmental public body. Since 1 April 2013, the NHS Commissioning Board has used the name NHS England for operational purposes.

“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 General Medical Services Contract dated []

We give you notice under paragraph 104(2) of Schedule 6 to the National Health Service (General Medical Services Contracts) Regulations 2004 (S.I. 2004/291) that the terms of your general medical services contract 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 Pharmacy Order 2010/231
- The General and Specialist Medical Practice (Education, Training and Qualifications) Order 2010/234
- The National Health Service (Primary Medical Services) (Miscellaneous Amendments) Regulations 2010/578
- The Human Medicines Regulations 2012/1916
- The National Health Service (Pharmaceutical Services) Regulations 2012/1909
- National Health Service (Primary Medical Services) Miscellaneous Amendments and Transitional Provisions Regulations 2013/363
- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) Amendment Regulations 2014/465
- The Health Care and Associated Professions (Indemnity Arrangements) Order 2014/1887
- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment No.2) Regulations 2014/2721
- National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2015/196; and
- National Health Service (Charges for Drugs and Appliances) Regulations 2015/570

and published on the government website legislation.gov.uk.

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:

Wording of Variations

Part 1 Definitions and Interpretations

1. The following variations are made to **clause 1**:
 - (a) for the definition of “**2003 Order**” substitute the following:

““2010 Order” means the Postgraduate Medical Education and Training Order of Council 2010;”;
 - (b) immediately after the definition of “**2006 Act**”, the following new definition is inserted:

““accountable GP” means a *general medical practitioner* assigned to a *registered patient* in accordance with clauses 38A and 35B;”;
 - (c) in the definition of “**armed forces GP**”, for the words “United Kingdom Armed Forces of Her Majesty” substitute “*armed forces of the Crown*”;
 - (d) immediately after the definition of “**armed forces GP**”, the following new definition is inserted:

““armed forces of the Crown” means the forces that are “regular forces” or “reserve forces” within the meaning given in section 374 of the Armed Forces Act 2006 (definitions applying for the purposes of the whole Act);”;
 - (e) the definition of “**assessment panel**” is replaced as follows:

““assessment panel” means the panel appointed by *the Board* under paragraph 35(3) of Schedule 6 to *the Regulations*;”;
 - (f) the definition of “**batch issue**” is replaced as follows:

““batch issue” means a form, in the format required by *the Board* and approved by *the Secretary of State* which:

 - (a) is issued by a *repeatable prescriber* at the same time as a *non-electronic repeatable prescription* to enable a chemist or person who provides *dispensing services* to receive payment for the provision of repeat *dispensing services*;
 - (b) relates to a particular *non-electronic repeatable prescription* and contains the same date as that prescription;

- (c) is generated by a computer and not signed by a *repeatable prescriber*;
 - (d) is issued as one of a sequence of forms, the number of which is equal to the number of occasions on which the drugs, medicines or appliances ordered on the *non-electronic repeatable prescription* may be provided; and
 - (e) has included on it a number denoting its place in the sequence referred to in sub-paragraph (d);”;
- (g) immediately after the definition of “**batch issue**”, the following new definitions are inserted:

““the Board” means the National Health Service Commissioning Board;
“*Care Quality Commission*” means the body established by section 1 of the Health and Social Care Act 2008;
“CCG” means a Clinical Commissioning Group;”;

- (h) in the definition of “**the Charges Regulations**” for “2000” substitute “2015”;
- (i) in the definition of “**chemist**”, for “a Primary Care Trust”, substitute “*the Board*”;
- (j) immediately after the definition of ““**childhood vaccines and immunisations**”, the following new definitions are inserted:

““chiropracist or podiatrist independent prescriber” means a person—

- (a) who is engaged or employed by the Contractor or is a party to the Contract; and
- (b) who is registered in Part 2 of the register maintained under article 5 of the Health and Social Work Professions Order 2001 (establishment and maintenance of register), and against whose name in that register is recorded an annotation signifying that the chiropracist or podiatrist is qualified to order drugs, medicines and appliances as a *chiropracist or podiatrist independent prescriber*;

“clinical correspondence” means all correspondence in writing, whether in electronic form or otherwise, between the Contractor and other health service providers concerning or arising out of patient attendance and treatment at *practice premises* including referrals made by letter or by any other means;”

- (k) in the definition of “**Contractor’s list of patients**”, for “the PCT”, substitute “*the Board*”;
- (l) in the definition of “**dispensing services**”, for “regulation 60 of the *pharmaceutical regulations*” substitute “section 126 (arrangements for pharmaceutical services) and section 129 (regulations as to pharmaceutical services) of the *2006 Act*.”;
- (m) the definition of “**Drug Tariff**”, is replaced as follows:

““Drug Tariff” means the publication known as the *Drug Tariff* which is published by *the Secretary of State* and which is referred to in section 127(4) (arrangements for additional pharmaceutical services) of the *2006 Act*;”
- (n) immediately after the definition of “**electronic prescription form**”, the following new definition is inserted:

““electronic prescription service” means the service of that name which is operated by the Health and Social Care Information Centre;”
- (o) the definition of “**electronic repeatable prescription**”, is replaced as follows:

““electronic repeatable prescription” means a prescription which falls within paragraph (b) of the definition of *repeatable prescription*;”

- (p) immediately after the definition of “**essential services**”, the following new definition is inserted:

““friends and family test” means the arrangements that a Contractor is required by *the Board* to implement to enable its patients to provide anonymous feedback about the patient experience at the Contractor's *practice*”;

- (q) the definitions of “**ETP service**”, “**FHSAA**” and “**general practitioner register**” are omitted.
- (r) for the definitions of “**CCT**”, “**general medical practitioner**” and “**GP registrar**”, substitute:

““CCT” means a Certificate of Completion of Training awarded under section 34L(1) of the Medical Act 1983 including any such certificate awarded in pursuance of the competent authority functions of the General Medical Council specified in section 49B of, and Schedule 4A to, that Act;”;

““general medical practitioner” means, unless the context otherwise requires, a medical practitioner whose name is included in the General Practitioner Register kept by the General Medical Council;”;

““GP registrar” means a medical practitioner who is being trained in general practice by a *general medical practitioner* who is approved under section 34I of the Medical Act 1983 for the purpose of providing training under that section, whether as part of training leading to a *CCT* or otherwise;”;

- (s) immediately after the definition of “**GP registrar**”, the following new definitions are inserted:

““GPSOC accredited computer systems and software” means computer systems and software which have been accredited by *the Secretary of*

State or another person in accordance with “General Practice Systems of Choice Level 2¹;

“GP2GP facility” means the facility provided by *the Board* to the *practice* which enables the electronic health records of a *registered patient* which are held on the computerised clinical systems of the *practice* to be transferred securely and directly to another provider of primary medical services with which the patient has registered;”;

- (t) immediately after the definition of “**health care professional**”, the following new definition is inserted:

““health check” means a consultation undertaken by the Contractor which is of the type which the Contractor is required to undertake at a patient’s request under clause 37;”;

- (u) in the definition of “**home oxygen order form**”, for “the PCT”, substitute “*the Board*”.

- (v) the definition of “**listed medicine**”, is substituted as follows:

““*listed medicines*” means the drugs mentioned in regulation 13(1) of *the Charges Regulations*;”

- (w) in the definition of “**listed medicines voucher**”, for “a PCT”, substitute “*the Board*”.

- (x) the definition of “**local medical committee**”, is substituted as follows:

““*local medical committee*” means a committee recognised by *the Board* under section 97 of the *2006 Act*;”

¹ GP Systems of Choice is a scheme by which the National Health Service funds the cost of GP clinical IT systems in England. Guidance about this scheme is available from the Health and Social Care Information Centre, 1 Trevelyan Square, Boar Lane, Leeds, LS1 6AE

- (y) the definition of “**local pharmaceutical services**” is omitted.
- (z) in the definition of “**medical card**” for “a PCT”, substitute “*the Board*”.
- (aa) the definition of “**medical officer**” is substituted as follows:

““medical officer” means a medical practitioner who is:

 - (i) employed or engaged by the Department for Work and Pensions, or
 - (ii) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions;”
- (bb) the definition of “**medical performers list**”, is replaced as follows:

““medical performers list” means the list of medical practitioners maintained and published by *the Board* in accordance with section 91 (persons performing primary medical services) of the *2006 Act*,”
- (cc) in the definition of “**national disqualification**”, in sub-paragraph (c), for “is treated as a national disqualification by the *FHSAA*” substitute “was treated as a national disqualification by the Family Health Services Appeal Authority;
- (dd) the definitions of “**NHS care record**” and “**NHS care record service**” are omitted.
- (ee) immediately after the definition of “**NHS dispute resolution procedure**”, the following new definition is inserted:

““NHS number” means, in relation to a *registered patient*, the number consisting of 10 numeric digits which serves as the national unique identifier used for the purpose of safely, accurately and efficiently sharing information relating to that patient across the whole of the health service in England;”

- (ff) the definition of “**nominated dispenser**”, is replaced as follows:

““*nominated dispenser*” means a chemist, medical practitioner or contractor who has been nominated in respect of a patient and the details of that nomination are held in respect of that patient in the Patient Demographics Service which is operated by the Information Centre for Health and Social Care;”

- (gg) the definition of “**non-electronic repeatable prescription**”, is replaced as follows:

““*non-electronic repeatable prescription*” means a form for the purpose of ordering a drug, medicine or appliance which—

(a) is provided by *the Board*, a local authority or *the Secretary of State*;

(b) is issued by the *prescriber*;

(c) indicates that the drug, medicine or appliance ordered may be provided more than once; and

(d) specifies the number of occasions on which they may be provided;”;

- (hh) the definition of “**NPSA**” is omitted.

- (ii) the following new definitions are inserted following the definition of “**nursing and midwifery register**”:

““nursing officer” means a *health care professional* who is registered on the *nursing and midwifery register* and:

(a) employed or engaged by the Department for Work and Pensions,
or

(b) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions;

“occupational therapist” means a *health care professional* who is registered in the part of the register maintained by the Health

Professions Council under article 5 of the Health Professions Order 2001 relating to *occupational therapists* and:

- (i) employed or engaged by the Department for Work and Pensions, or
- (ii) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions;

“physiotherapist” means a *health care professional* who is registered in the part of the register maintained by the Health Professions Council under article 5 of the Health and Social Work Professions Order 2001 relating to *physiotherapists* and:

- (i) employed or engaged by the Department for Work and Pensions, or
- (ii) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions;”;

- (jj) immediately after the definition of “**patient**”, the following new definition is inserted:

““patient choice extension scheme” means the scheme of that name established by *the Secretary of State* under which primary medical services may be provided under arrangements made in accordance with directions given to *the Board* by *the Secretary of State* under section 98A (exercise of functions) of the *2006 Act*;

- (kk) the definition of “**patient choice scheme**” is deleted.
- (ll) the definition of “**pharmaceutical regulations**” is omitted.

- (mm) in paragraph (b) of the definition of “**pharmacist independent prescriber**”, for “the Register of Pharmaceutical Chemists maintained in pursuance of section 2(1) of the Pharmacy Act 1954” substitute “Part 1 of the register maintained under article 19 of the Pharmacy Order 2010”;

- (nn) immediately after the definition of “**pharmacist independent prescriber**”, the following new definition is inserted:

““physiotherapist independent prescriber” means a person—

(a) who is engaged or employed by the Contractor or is a party to the Contract; and

(b) who is registered in Part 9 of the register maintained under article 5 of the Health and Social Work Professions Order 2001 (establishment and maintenance of register), and against whose name in that register is recorded an annotation signifying that the *physiotherapist* is qualified to order drugs, medicines and appliances as a *physiotherapist independent prescriber*,”;

- (oo) the definition of “**prescriber**”, is replaced as follows:

““prescriber” means—

(a) a *chiropodist independent prescriber* or *podiatrist independent prescriber*;

(b) an *independent nurse prescriber*;

(c) a medical practitioner;

(d) an *optometrist independent prescriber*;

(e) a *pharmacist independent prescriber*;

(f) a *physiotherapist independent prescriber*; and

(g) a *supplementary prescriber*,

who is either engaged or employed by the Contractor or is a party to the Contract;”.

- (pp) the definition of “**prescription form**”, is replaced as follows:

““prescription form” means, except in the context of the expression *electronic prescription form* or *non-electronic prescription form*—

(a) a form for the purpose of ordering a drug, medicine or appliance which is—

- (i) provided by *the Board*, a local authority or *the Secretary of State*;
- (ii) issued by the *prescriber*; and
- (iii) does not indicate that the drug, medicine or appliance ordered may be provided more than once; or

(b) where clause 277A (electronic prescriptions) applies, data created in an electronic form for the purpose of ordering a drug, medicine or appliance, which—

- (i) is signed with a *prescriber's advanced electronic signature*;
- (ii) is transmitted as an *electronic communication* to a nominated dispensing contractor by the *electronic prescription service*; and
- (iii) does not indicate that the drug, medicine or appliance ordered may be provided more than once;”;

(qq) the following new definition is inserted following “**pharmacist independent prescriber**”:

““physiotherapist” means a *health care professional* who is registered in the part of the register maintained by the Health Professions Council under article 5 of the Health Professions Order 2001 relating to *physiotherapists* and:

- (i) employed or engaged by the Department for Work and Pensions, or
- (ii) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions.”;

(rr) the definition of “**the POM Order**” is omitted;

(ss) the following definition is inserted following “**prescription of drugs regulations**”:

““*prescription only medicine*” means a medicine referred to in regulation 5(3) of the Human Medicines Regulations 2012;”.

- (tt) immediately after the definition of “**prescription only medicine**” insert the following definition:

““Primary Care Trust” means, unless the context otherwise requires, the Primary Care Trust which was a party to the Contract immediately before the coming into force of section 34 (abolition of Primary Care Trusts) of the 2012 Act;”

- (uu) in the definition of “**registered patient**”, in each place, for “the PCT”, substitute “*the Board*”.

- (vv) in the definition of “**the Regulations**”, after “(S.I. 2004/291)” add the words “as amended”.

- (ww) in the definition of “**relevant register**”:

- (i) in paragraph (a), omit “and”;
- (ii) in paragraph (b) for “in relation to a pharmacist, the register maintained in pursuance of section 2(1) of the Pharmacy Act 1954” substitute “Part 1 of the register maintained under article 19 of the Pharmacy Order 2010”; and
- (iii) at the end of paragraph (b), add:
 - “(c) in relation to an optometrist, the register maintained by the General Optical Council in pursuance of section 7 of the Opticians Act 1989; and
 - (d) the part of the register maintained by the Health and Care Profession Council in pursuance of article 5 of the Health and Social Work Professions Order 2001 relating to:
 - (i) chiropodists and podiatrists;
 - (ii) *physiotherapists*; or
 - (iii) radiographers;”

- (xx) the definition of “**relevant Strategic Health Authority**” is omitted.
- (yy) the definition of “**repeatable prescription**”, is replaced as follows:
““repeatable prescription” means, except in the context of the expression *electronic repeatable prescription* or *non-electronic repeatable prescription*, a prescription which—
- (a) is a form provided by *the Board*, a local authority or *the Secretary of State* for the purpose of ordering a drug, medicine or appliance which is in the format required by the NHS Business Services Authority and which—
 - (i) is issued by a *repeatable prescriber* to enable a chemist or person providing *dispensing services* to receive payment for the provision of repeat *dispensing services*;
 - (ii) indicates that the drug, medicine or appliance ordered may be provided more than once; and
 - (iii) specifies the number of occasions on which they may be provided;or
 - (b) where clause 277A applies, is data created in an electronic form for the purposes of ordering a drug, medicine or appliance, which—
 - (i) is signed with a *prescriber's advanced electronic signature*;
 - (ii) is transmitted as an electronic communication to a nominated dispensing contractor by the *electronic prescription service*; and
 - (iii) indicates that the drug, medicine or appliance ordered may be provided more than once and specifies the number of occasions on which they may be provided;”
- (zz) immediately after the definition of “**section 28C provider**”, the following definitions are inserted:

““service provider” has the same meaning as in regulation 2 of the *Care Quality Commission (Registration) Regulations 2009* (interpretation);

“summary care record” means the system approved by *the Board* for the automated uploading, storing and displaying of patient data relating to medications, allergies, adverse reactions and, where agreed with the Contractor and subject to the patient’s consent, any other data taken from the patient’s electronic record;

“summary information” means items of patient data that comprise the *summary care record*”.

(aaa) for paragraph (b)(ii) of the definition of “**supplementary prescriber**” substitute:

“(ii) Part 1 of the register maintained under article 19 of the Pharmacy Order 2010,”.

(bbb) in the definition of “**supply form**” for “a Primary Care Trust”, substitute “*the Board*”;

(ccc) the definition of “**walk-in centre**” is omitted.

Parts 2-5

No amendments.

Part 6 Provision of Services

2. Following clause 29A, insert the following:

“Cost of relevant calls

29B. The Contractor shall not enter into, renew or extend a contract or other arrangement for telephone services unless it is satisfied that, having regard to the arrangement as a whole, persons will not pay more to make relevant calls to the *practice* than they would to make equivalent calls to a *geographical number*.

29B.1. Where the Contractor is party to an existing contract or other arrangement for telephone services under which persons making relevant calls to the *practice* call a number which is not a *geographical number*, the Contractor must comply with sub-clause 29B.2.

29B.2. The Contractor shall:

29B.2.1. before 1st April 2011, review the arrangement and consider whether, having regard to the arrangement as a whole, persons pay more to make relevant calls than they would to make equivalent calls to a *geographical number*, and

29B.2.2. if the Contractor so considers, take all reasonable steps, including in particular considering the matters specified in sub-clause 29B.3, to ensure that, having regard to the arrangement as a whole, persons will not pay more to make relevant calls than they would to make equivalent calls to a *geographical number*.

29B.3. The matters referred to in clause 29B.2.2 are:

29B.3.1. varying the terms of the contract or arrangement,

29B.3.2. renegotiating the contract or arrangement, and

29B.3.3. terminating the contract or arrangement.

29B.4. If, despite taking all reasonable steps referred to clause 29B.2.2, it has not been possible to ensure that, having regard to the arrangement as a whole, persons will not pay any more to make relevant calls to the *practice* than they would to make equivalent calls to a *geographical number*, the Contractor must consider introducing a system under which if a caller asks to be called back, the Contractor will do so at the Contractor's expense.

29B.5. For the purpose of clause 29B:

29B.5.1. “existing contract or other arrangement” means a contract or arrangement that was entered into prior to 1st April 2010 and which remains in force on 1st April 2010,

29B.5.2 “geographical number” means a number which has a geographical area code as its prefix, and

29B.5.3. “relevant calls” means calls:

29B.5.3.1. made by patients to the *practice* for any reason related to services provided under the contract, and

29B.5.3.2. made by persons, other than patients, to the *practice* in relation to services provided as part of the health service.”.

3. In **clauses 31.2 and 33** for “the Primary Care Trust”, substitute “*the Board*”.

4. After **clause 34**, the following clause is inserted:

“34A. Newly registered patients – alcohol dependency screening

34A.1. Where, under clause 33, a patient has been—

34A.1.1 accepted onto the Contractor’s list of patients; or

34A.1.2 assigned to that list by *the Board*,

the Contractor must, whether as part of the consultation which the Contractor is required to offer that patient under clause 33 or otherwise, take action to identify any such patient over the age of 16 who is drinking alcohol at increasing or higher risk levels with a view to seeking to reduce the alcohol related health risks to that patient.

34A.2 The Contractor must comply with the requirement in clause 34A.1 by screening the patient using either one of the two shortened versions of the World Health Organisation Alcohol Use Disorders Identification (“AUDIT”) questionnaire² which are known as—

34A.2.1 FAST (which has four questions); or

34A.2.2 AUDIT-C (which has three questions).

² The World Health Organisation Alcohol Use Disorders Identification Test (AUDIT) questionnaire can be accessed at http://www.who.int/substance_abuse/activities/sbi/en/. Further information about the test, and the questionnaires themselves, is available in hard copy from NHS England, PO Box 16738, Redditch, B97 7PT

34A.3 Where, under 34A.2, the Contractor identifies a patient as positive using one of the shortened versions of the AUDIT questionnaire specified in clause 34A.2, the remaining questions of the full ten question AUDIT questionnaire are to be used by the Contractor to determine increasing risk, higher risk or likely dependent drinking.

34A.4 Where a patient is identified as drinking at increasing or higher risk levels, the Contractor must—

34A.4.1 offer the patient appropriate advice and lifestyle counselling;

34A.4.2 respond to any other need identified in the patient which relates to the patient's levels of drinking, including by providing any additional support or treatment required for people with mental health issues; and

34A.4.3 in any case where the patient is identified as a dependent drinker, offer the patient a referral to such specialist services as are considered clinically appropriate to meet the needs of the patient.

34A.5 Where a patient is identified as drinking at increasing or higher risk levels or as a dependent drinker, the Contractor must ensure that the patient is—

34A.5.1 assessed for anxiety and depression;

34A.5.2 offered screening for anxiety or depression; and

34A.5.3 where anxiety or depression is diagnosed, provided with any treatment or support which may be required under the Contract, including referral for specialist mental health treatment.

34A.6 The Contractor must make relevant entries, including the results of the completed questionnaire referred to in clause 34A.2, in the patient's record that the Contractor is required to keep under clause 427.

Accountable GP

34B.1 A Contractor must ensure that for each of its *registered patients* (including those patients under the age of 16) there is assigned an *accountable GP*.

34B.2 The *accountable GP* must take lead responsibility for ensuring that any services which the Contractor is required to provide under the Contract are, to the extent that their provision is considered necessary to meet the needs of the patient, coordinated and delivered to the patient.

34B.3 The Contractor must—

34B.3.1 inform the patient, as soon as is reasonably practicable and in such manner as is considered appropriate by the *practice*, of the assignment to the patient of an *accountable GP* and must state the name and contact details of the *accountable GP* and the role and responsibilities of the *accountable GP* in respect of the patient;

34B.3.2 inform the patient as soon as any circumstances arise in which the *accountable GP* is not able, for any significant period, to carry out the duties of an *accountable GP* in respect of the patient; and

34B.3.3 where the *practice* considers it to be necessary, assign a replacement *accountable GP* to the patient and give notice to the patient accordingly.

34B.4 The Contractor must comply with the requirement in clause 34B.3—

34B.4.1 by 30th June 2015, in the case of any person who is included in the Contractor's *list of patients* immediately before 1st April 2015; or

34B.4.2 in the case of any person who is accepted by the Contractor as a *registered patient* on or after 1st April 2015, within 21 days from the date on which that patient is so accepted.

34B.5 The requirement in this clause 34B does not apply to—

34B.5.1 any patient of the Contractor who is aged 75 or over, or who attains the age of 75, on or after 1st April 2015; or

34B.5.2 any other patient of the Contractor if the Contractor has been informed that the patient does not wish to have an *accountable GP*.

34B.6 Where, under clause 34B.3.1, the Contractor informs a patient of the assignment to them of an *accountable GP*, the patient may express a

preference as to which *general medical practitioner* within the Contractor's *practice* the patient would like to have as the patient's *accountable GP* and, where such a preference has been expressed, the Contractor must make reasonable efforts to accommodate the request.

34B.7 Where, under clause 34B.5.2, the Contractor has been informed by or in relation to a patient that the patient does not wish to have an *accountable GP*, the Contractor must record that fact in the patient's record that the Contractor is required to keep under clause 427.

34B.8 The Contractor must, by no later than 31st March 2016, include information about the requirement to assign an *accountable GP* to each of its new and existing *registered patients*—

34B.8.1 on the Contractor's *practice* website (if it has one); and

34B.8.2 in the Contractor's *practice leaflet*.

34B.9 Where the Contractor does not have a *practice* website, the Contractor must include the information referred to in clause 34B.8 on its profile page on NHS Choices³.”

5. After **clause 38**, the following heading and clauses are inserted:

“Patients aged 75 and over: *accountable GP*”

38A The Contractor must ensure that for each of its *registered patients* aged 75 and over there is assigned an *accountable GP*.

38B The *accountable GP* must:

- (a) take lead responsibility for ensuring that any services which the Contractor is required to provide under the Contract are, to the extent that their provision is considered necessary to meet the needs of the patient, delivered to the patient;
- (b) take all reasonable steps to recognise and appropriately respond to the physical and psychological needs of the patient in a timely manner;

³ NHS Choices is the website available at <http://www.nhs.uk> which provides information from the National Health Service on conditions, treatments and local services including GP services.

- (c) ensure that the patient receives a *health check* if, and within a reasonable period after, one has been requested; and
- (d) work co-operatively with other health and social care professionals who may become involved in the care and treatment of the patient to ensure the delivery of a multi-disciplinary care package designed to meet the needs of the patient.

38C The Contractor must:

- (a) inform the patient, in such manner as the Contractor may consider appropriate, of the assignment to them of an *accountable GP* which must state the name and contact details of the *accountable GP* and the role and responsibilities of the *accountable GP* in respect of the patient;
- (b) inform the patient as soon as any circumstances arise in which the *accountable GP* is not able, for any significant period, to carry out their duties towards the patient; and
- (c) where the Contractor considers it to be necessary, assign a replacement *accountable GP* to the patient and give notice to the patient accordingly.

38D The Contractor must comply with the requirement in clause 38C(a):

- (a) in the case of any person who is included in the *Contractor's list of patients* immediately before 1 April 2014 and:
 - (i) is aged 75 on or before that date, by 30 June 2014; or
 - (ii) who attains the age of 75 after that date, within 21 days from the date on which that person attained that age; or
- (b) in the case of any person aged 75 or over who is accepted by the Contractor as a *registered patient* on or after 1 April 2014, within 21 days from the date on which that person is so accepted.”.

6. In **clause 39**:
 - (a) for “the Primary Care Trust”, in each case, substitute “*the Board*”;
 - (b) for the words “The PCT shall send any report received to the person with whom the patient is registered for the provision of *essential services* or their equivalent or if that person is not known to the PCT, the Primary Care Trust in whose area the patient is resident.” substitute “*The Board* must send any report received under this clause to the person with whom the patient is registered for the provision of *essential services* or their equivalent.”.

7. In **clause 43.2**, for “the Primary Care Trust”, substitute “*the Board*”.

8. **Sub-clause 43.3** is deleted and replaced as follows:
 - “43.3 in the case of *out of hours* services:
 - 43.3.1 take reasonable steps to ensure that any patient who contacts the *practice premises* during the *out of hours period* is provided with information about how to obtain services during that period;
 - 43.3.2 ensure that the clinical details of all *out of hours* consultations received from the *out of hours* provider are reviewed by a clinician within the *practice* on the same working day as those details are received by the *practice* or, exceptionally, on the next day;
 - 43.3.3 ensure that any information requests received from the *out of hours* provider in respect of any *out of hours* consultations are responded to by a clinician within the *practice* on the same day as those requests are received by the *practice*, or on the next working day;
 - 43.3.4 take all reasonable steps to comply with any systems which the *out of hours* provider has in place to ensure the

rapid, secure and effective transmission of patient data in respect of *out of hours* consultations; and

43.3.5 agree with the *out of hours* provider a system for the rapid, secure and effective *transmission* of information about *registered patients* who, due to chronic disease or terminal illness, are predicted as more likely to present themselves for treatment during the *out of hours period*.”.

9. In **clause 45** for “the PCT” to the end of the clause substitute: “*the Board* or by any person with whom *the Board* intends to enter into a contract for the provision of such services.”

Part 7 Essential Services

10. In **clause 46**, the words “Subject to clause 52A, are inserted prior to the words “The Contractor must provide:”
11. In **clause 51.1** the words “in the area of the PCT” are omitted.
12. Immediately after **clause 52**, the following new clause is inserted:

“52A. The Contractor does not have to provide the services described in clauses 47 and 50 during any period in respect of which the *Care Quality Commission* has suspended the Contractor as a *service provider* under section 18 of the Health and Social Care Act 2008 (suspension of registration).”

Part 8 Additional Services

13. In **clause 69.1**, for “the PCT” substitute “*the Board*”.

Part 9 Out Of Hours Services

14. In **clause 85**:
- (a) for “From 1st January 2005, the Contractor must, in the provision of out of hours services,” substitute “a Contractor which provides out of hours services must, in the provision of those services:”

- (b) for “14th October 2004” substitute “20th July 2006”.
- (c) for “www.out-of-hours.info or a copy may be obtained by writing to [Primary Care, Room 4N34E, Department of Health, Quarry House, Quarry Hill, Leeds LS2 7UE](mailto:Primary.Care@leeds.nhs.uk)” substitute “<http://www.dh.gov.uk>”.
- (d) add the following words to the end of the sentence:
“and comply with any requests for information which it receives from, or on behalf of, *the Board* about the provision by the Contractor of out of hours services to its *registered patients* in such manner, and before the end of such period, as is specified in the request.”

15. After **clause 85**, the following clause is inserted:

“85AA Where the Contractor does not provide *out of hours services*, the Contractor must:

- (a) monitor the quality of the *out of hours services* which are offered or provided to its *registered patients* having regard to the National Quality Standards referred to in clause 85 and record, and act appropriately in relation to, any concerns arising;
- (b) record any patient feedback received, including any complaints;
- (c) report to *the Board*, either at the request of *the Board* or otherwise, any concerns arising about the quality of the *out of hours services* which are offered or provided to its *registered patients* having regard to:
- (d) any patient feedback received, including any complaints, and
- (e) the quality requirements set out in the National Quality Standards referred to in clause 85”.

16. **Clause 85D** is substituted as follows:

“85D. The *out of hours performer* shall ask any person who makes a declaration that the patient does not have to pay the charges specified in regulations made under sections 172 (charges for drugs, medicines or

appliances, or pharmaceutical services) and section 174 (pre-payment certificates) of the *2006 Act* in respect of *dispensing services* to a patient by virtue of either:

- (a) entitlement to exemption under regulations made under those sections; or
- (b) entitlement to full remission of charges under regulations made under sections 182 (remission and repayment of charges) or 183 (payment of travelling expenses) of that Act,

to produce satisfactory evidence of such entitlement, unless at time of the declaration such evidence is available to the out of hours performer.”

Part 10 Opt outs of Additional and Out of Hours Services

- 17. In **clauses 88 to 153** for “the PCT” or “a PCT” substitute “*the Board*”.
- 18. **Clause 93** is omitted and marked as “Reserved”.
- 19. In **clause 99.4**, the following amendments are made:
 - (a) In clause 99.4.1, the word “or” is added at the end of the clause;
 - (b) In clause 99.4.2, the word “or” is omitted;
 - (c) Clause 99.4.3 is omitted.
- 20. **Clauses 105 to 107** are omitted and marked as “Reserved”.
- 21. In **clause 115.2** the words “unless at least one month” to the end are omitted.
- 22. In **clause 116** the words “unless at least one month” to the end are omitted.
- 23. **Clauses 118 to 124** are omitted and marked as “Reserved”.
- 24. In **clause 125**, the number “124” shall be replaced with “117”.
- 25. In **clause 134**,
 - (a) the number “126” shall be replaced with “117”
 - (b) the words “and the reference” to the end are omitted.
- 26. **Clauses 135 to 150** are omitted and marked as “Reserved” and the header for clause 135 is also omitted.

Part 11 Enhanced Services

No amendments.

Part 12 Patients

27. In **clause 166** for “The PCT”, substitute “*the Board*”.
28. In **clause 175** for “the PCT”, substitute “*the Board*”.
29. Following **clause 176**, the following new clause and heading is inserted:

“Inclusion in list of patients: armed forces personnel

- 176A.1 The Contractor may, if its list of patients is open, include a person to whom clause 176A.2 applies in that list for a period of up to two years and clause 216.2 does not apply in respect of any person who is included in the Contractor's list of patients by virtue of clause 176A.
- 176A.2 Clause 176A.2 applies to a person who is—
- 176A.2.1 a serving member of the *armed forces of the Crown* who has received written authorisation from Defence Medical Services to receive primary medical services from the Contractor's *practice*; and
- 176A.2.2 living or working within the Contractor's *practice area* during the period in respect of which that written authorisation is given.
- 176A.3 Where the Contractor has accepted a person to whom clause 176A.2 applies onto its list of patients, the Contractor must—
- 176A3.1 obtain a copy of the patient's medical record, or a summary of that record, from Defence Medical Services; and
- 176A3.2 provide regular updates to Defence Medical Services, at such intervals as are agreed with Defence Medical Services, about any care and treatment which the Contractor has provided to the patient.

176A.4 At the end of the period of two years, or on such earlier date as the Contractor's responsibility for the patient has come to an end, the Contractor must—

176A.4.1 notify Defence Medical Services of the fact that the Contractor's responsibility for the patient has come to an end; and

176A.4.2 update the patient's medical record, or summary of that record, and return it to Defence Medical Services.

176A.5 In clause 176A, "primary medical services" means the medical services which are provided by the Contractor's *practice* under the Contract to which Part 4 of the 2006 Act applies."

30. In **clause 180** for "the PCT", substitute "*the Board*".
31. In **clause 184** for "the PCT", substitute "*the Board*".
32. In **clauses 187 to 191** for "the PCT", in each place, substitute "*the Board*".
33. In **clause 192**, for "applicant's" substitute "patient's".
34. In **clauses 192.1, 194, 198, 199 and 201** for "the PCT", substitute "*the Board*".
35. In **clause 196.3**, immediately before "a legal and beneficial" insert "both".
36. In **clause 200**:
 - (a) for "the PCT", in each place, substitute "*the Board*"; and
 - (b) in clause for "the Trust", substitute "*the Board*".
37. In **clauses 202, 205, 206, 207, 208**, for "the PCT", in each place, substitute "*the Board*".
38. In **clause 203.3**, immediately before "a legal and beneficial" insert "both".
39. **Clause 210** is substituted as follows:

"*The Board* must remove a patient from the *Contractor's list of patients* if:

 - (a) that patient has subsequently been registered with another provider of *essential services* (or their equivalent) within England; or
 - (b) it has received notice from a *Local Health Board*, a *Health Board* or a *Health and Social Services Board* that the patient has subsequently been registered with a provider of *essential services* (or their equivalent) outside England."
 40. In **clauses 211 and 212** for "the PCT", in each place, substitute "*the Board*".

41. In **clauses 213 to 215**, for “the PCT”, in each place, substitute “*the Board*”.
42. In **clauses 216 to 218** for “the PCT”, in each place, substitute “*the Board*”.
43. In **clause 216.2**, for “is in Her Majesty’s Forces” substitute, “is in the *armed forces of the Crown* (except in the case of a patient to whom clause 176A applies)”.
44. In **clauses 219 and 220** for “the PCT”, in each place, substitute “*the Board*”.
45. In **clause 221.2** substitute with “the name, postal and email address of *the Board*.”
46. In **clauses 222 to 224** for “the PCT”, in each place, substitute “*the Board*”.
47. In **clause 228** for “the PCT”, substitute “*the Board*”.
48. In **clauses 230 to 233 and 235 to 240** for “the PCT”, in each place, substitute “*the Board*”.
49. In **clause 234** for “its area” substitute “the area in which the Contractor provides services under the Contract”.
50. In **clause 241**
 - (a) for “the PCT”, substitute “*the Board*”; and
 - (b) for “its area” substitute “the area in which the Contractor provides services under the Contract”.
51. In **clause 247**
 - (a) for “the PCT”, substitute “*the Board*”; and
 - (b) for “its area” substitute “the area in which the Contractor provides services under the Contract”.
52. In **clause 248** for “the PCT” and “a PCT”, substitute “*the Board*”;
53. In **clauses 250B to 250G and 250I to 250K** for “the PCT”, in each place, substitute “*the Board*”.
54. In **clause 250H**
 - (a) for “the PCT” substitute “*the Board*” and
 - (b) for “its area” substitute “the area in which the Contractor provides services under the Contract”.
55. In **clause 250J**:
 - (a) for “a PCT” substitute “*the Board*” and
 - (b) for “its area” substitute “the area in which the Contractor provides services under the Contract”.

56. In **clause 250L**, for “the PCT” substitute “*the Board*”.

57. In **clause 254** for “The PCT” substitute “*The Board*”.

58. **Clause 255** is substituted as follows:

“In this clause, and in clauses to 256 to 257 and clauses 259 to 268 a “new patient” means a person who:

255.1 has been refused inclusion in a list of patients or has not been accepted as a *temporary resident* by the Contractor; and

255.2 wishes to be included in the list of patients of the Contractor in whose area (as specified in clause 162) that person resides.”

59. In **clause 256** for “The PCT” substitute “*The Board*”.

60. **Clause 257** is substituted as follows:

“257. *The Board* may, subject to clause 258, assign a new patient to the Contractor when it has closed its list of patients if:

257.1 the *assessment panel* has determined under paragraph 35(7) of Schedule 6 to *the Regulations* that patients may be assigned to the Contractor, and that determination has not been overturned either by a determination of *the Secretary of State* under paragraph 36(13) of Schedule 6 to *the Regulations* or (where applicable) by a court; and

257.2 *the Board* has entered into discussions with the Contractor regarding the assignment of a patient if such discussions are required under clauses 266 to 268.”

61. **Clause 258** is substituted as follows:

“258. In making an assignment to the Contractor under clauses 254 to 257, *the Board* must have regard to-

258.1 the wishes and circumstances of the patient to be assigned;

258.2 the distance between the patient’s place of residence and the Contractor’s *practice premises*;

258.3 any request made by any Contractor to remove the patient from its list of patients within the preceding period of 6 months starting on the date on which the application for assignment is received by *the Board*;

258.4 whether, during the preceding period of 6 months starting on the date on which the application for assignment is received by *the Board*, the patient has been removed from a list of patients on the grounds referred to in-

258.4.1 clauses 192 to 201 (removal from the list at the request of the contractor),

258.4.2 clauses 202 to 209 (removal from the list of patients who are violent), or

258.4.3 the equivalent provisions to those clauses in relation to arrangements made under section 83(2) of *the 2006 Act* or under *section 92 arrangements*;

258.5 in a case to which clause 258.4.2 (or the equivalent provisions mentioned in clause 258.4.3) applies, whether the Contractor has appropriate facilities to deal with such patients; and

258.6 such other matters as *the Board* considers relevant.”

62. **Clauses 259 to 262** are substituted as follows:

“259.1 If *the Board* wishes to assign new patients to contractors which have closed their list of patients, it must prepare a proposal to be considered by the *assessment panel*.

259.2 *The Board* must notify in writing:

259.2.1 contractors, including those contractors who provide primary medical services under arrangements made under section 83(2) of *the 2006 Act* or under *section 92 arrangements*, which-

259.2.1.1 have closed their list of patients; and

259.2.1.2 may, in the opinion of *the Board*, be affected by the determination of the *assessment panel*; and

259.2.2 the *local medical committee* (if any) for the area in which the contractors referred to in sub-clause 259.2.1 provide *essential services* (or their equivalent),

that it has referred the matter to the *assessment panel*.

259.3 *The Board* must ensure that the *assessment panel* is appointed to consider and determine the proposal made under clause 259.1, and the composition of the *assessment panel* must be as described in clause 259.4.

259.4 The members of the *assessment panel* must be-

259.4.1 a member of *the Board* who is a director;

- 259.4.2 a patient representative who is a member of the Local Health and Wellbeing Board or Local Healthwatch organisation; and
 - 259.4.3 a member of a *local medical committee* but not a member of the *local medical committee* formed for the area in which the contractors who may be assigned patients as a consequence of the panel's determination provide services.
- 259.5 In reaching its determination, the *assessment panel* must have regard to relevant factors including:
- 259.5.1 whether *the Board* has attempted to secure the provision of *essential services* (or their equivalent) for new patients other than by means of assignment to a contractor with a closed list; and
 - 259.5.2 the workload of those contractors likely to be affected by any decision to assign such patients to their list of patients.
- 259.6 The *assessment panel* must reach a determination within a period of 28 days starting on the date on which the *assessment panel* was appointed.
- 259.7 The *assessment panel*:
- 259.7.1 must determine whether *the Board* may assign patients to a contractor which has a closed list of patients; *and*
 - 259.7.2 if it so determines that *the Board* may make such an assignment, must determine, in the case where there is more than one contractor, those contractors to which patients may be assigned.
- 259.8 The *assessment panel* may determine that *the Board* may assign new patients to contractors other than any of the contractors specified in its proposals under sub-clause 259.1, as long as the contractors were notified under sub-clause 259.2.1.

259.9 The *assessment panels* determination must include its comments on the matters referred to in sub-clause 259.5, and must be notified in writing to those contractors referred to in sub-clause 259.2.1.”

63. In **clause 263** for “the PCT”, substitute “*the Board*”.

64. For the heading to **clause 266 and clause 266** substitute the following:

“Assignment to closed lists: assignments of patients by *the Board*”

266. Before *the Board* may assign a new patient to the Contractor, it must, subject to clause 268, enter into discussions with the Contractor regarding additional support that *the Board* can offer the Contractor and *the Board* must use its best endeavours to provide support.”

Part 13 Prescribing and Dispensing

65. In **clause 271C**, for clause 271C.1 substitute:

“271C.1 *the Secretary of State or the Board* has made arrangements for the distribution of a *listed medicine* free of charge; and”

66. In **clause 271D**:

(a) Substitute clause 271D.1 with:

“271D.1 *the Secretary of State or the Board* has made arrangements for the distribution of a *listed medicine* free of charge.”

(b) In clause 271D.3 for “the PCT”, substitute “*the Board*”.

67. In **clauses 276.3.2 and 277.3.2** for “ETP service”, substitute “*electronic prescription service*”;

68. For **clause 277A.1** substitute:

“277A.1 *The Board* authorises the Contractor to use the *electronic prescription service*.”

69. In **clause 277A.2.1** omit the words “in his *NHS care record*”;

70. In **clause 277C.1**:

(a) for “the Primary Care Trust” substitute “*the Board*”.

(b) after the words “issue the patient” insert “, if the patient so requests”.

71. In **clause 277C.2**, for the words “if he so requests” substitute “if the patient so requests”.

72. For the heading to **clause 277D** substitute the following:

“Nomination of dispensers for the purpose of electronic prescriptions”.

73. In **clause 277D** for “operates the *ETP service* for its patients shall, if requested to do so by the patient, enter in that Patient’s *NHS care record*” substitute “is authorised to use the *electronic prescription service* for its patients must enter into the particulars relating to that patient which is held in the Patient Demographic Service which is operated by the Information Centre for Health and Social Care,”
74. In **clause 277E**, for “*ETP service*”, substitute “*electronic prescription service*”;
75. In **clause 277G.2**, for “an *ETP service*” to the end, substitute “an *electronic prescription service* as given to the Contractor by *the Board*.”;
76. In **clause 278.2** for “the PCT” substitute “*the Board*”;
77. In **clause 279.2** omit the words “non-electronic”;
78. In **clause 279.3** for “in an area of the PCT”, substitute “in a Local Authority Area”;
79. In **clause 280** for “the PCT” substitute “*the Board*”;
80. In **clause 284**:
 - (a) Omit **clause 284.1**; and
 - (b) For “the PCT under regulation 60 of the *pharmaceutical regulations*” substitute “*the Board* in accordance with arrangements made under section 126 (arrangements for pharmaceutical services) and section 129 (regulations as to pharmaceutical services) of the *2006 Act*.”
81. In **clause 287.2.1**:
 - (a) for “the *ETP service*” substitute “the *electronic prescription service*”; and
 - (b) omit “in the person’s *NHS care record*”.
82. In **clause 288**:
 - (a) for “the *ETP service*” substitute “the *electronic prescription service*”; and
 - (b) omit “in that person’s *NHS care record*”.
83. In **clause 291.3.2**, for “the PCT”, substitute “*the Board*”;
84. In **clause 295.1**:
 - (a) for “article 3B(3) of *the POM Order*” substitute “regulation 215 of the Human Medicines Regulations 2012”;
 - (b) for “that Order” substitute “those Regulations”.
85. In **clause 295.4.3**, for “the PCT”, substitute “*the Board*”;
86. In **clause 304**, for “In considering whether” to the end, substitute:

“In considering whether a Contractor has breached its obligations under this clause, *the Board* must seek the views of the *local medical committee* (if any) for the area in which the Contractor provides services under the Contract.”

87. Omit **clauses 305 to 338** and mark as “Reserved”.

Part 14 Persons who perform services

88. For **clause 340.1**, substitute:

“340.1 included in the *medical performers list*,”

89. In **clause 341.3**, for “a Primary Care Trust”, substitute “*the Board*”.

90. In **clause 341.3.1** for “the Primary Care Trust”, substitute “*the Board*”.

91. For **clause 341.3.2** to the end of clause 341.3 substitute:

“341.3.2 the end of a period of 3 months, starting with the date on which that *GP registrar* begins a postgraduate medical education and training scheme necessary for the award of a certificate of completion of training awarded under section 34L(1) (award and withdrawal of a Certificate of Completion of Training) of the Medical Act 1983; or”

92. In **clause 341.4.2** for “the Postgraduate Medical Education and Training Board” substitute “the General Medical Council”.

93. For **clause 341.4.3**, substitute:

“has notified *the Board* that he will be undertaking part or all of a postgraduate programme in England at least 24 hours before commencing any part of that programme; and”

94. In **clause 341.4.4**, for “the PCT”, substitute “*the Board*”.

95. For **clause 345.1**, substitute:

“that practitioner has provided it with documentary evidence that the practitioner is on the *medical performers list*; and;”

96. For **clause 347.1**, substitute:

“347.1 the *GP registrar* has provided documentary evidence of the *GP registrar’s* application to *the Board* for inclusion on the *medical performers list*; and”

97. For **clause 361**, substitute:

“361. Where the Contractor employs a *GP registrar*, the Contractor must offer terms of employment in accordance with the rates and subject to the conditions contained in directions given by *the Secretary of State* under sections 7 and 8 of *the 2006 Act* to Health Education England.”

98. For the heading to **clause 362 and clauses 362 and 363**, substitute the following:

“Notification requirements in respect of specified *prescribers*

362 Where:

362.1 the Contractor employs or engages a person who is specified in clause 363A whose functions will include prescribing;

362.2 a party to the Contract is a person who is specified in clause 363A whose functions will include prescribing; or

362.3 the functions of a person who is specified in clause 363A and is a person whom the Contractor already employs or has already engaged are extended to include prescribing,

the Contractor must notify *the Board* in writing within the period of seven days starting on the date on which the Contractor employed or engaged the person, the party became a party to the Contract (unless immediately before becoming such a party, the person fell under sub-clause 362.1) or the person’s functions were extended, as the case may be.

363 Where:

363.1 the Contractor ceases to employ or engage a person who is specified in clause 363A whose functions will include prescribing in its *practice*;

363.2 the party to the Contract who is a person who is specified in clause 363A ceases to be a party to the Contract;

363.3 the functions of a person who is a person specified in clause 363A and whom the Contractor employs or engages in its

practice are changed so that the functions no longer include prescribing in its *practice*; or

363.4 the Contractor becomes aware that a person who is specified in clause 363A whom it employs or engages has been removed or suspended from the *relevant register*, the Contractor must notify *the Board* by the end of the second working day after the day on which the event occurred.

363A. The specified persons are—

363A.1 a *chiropodist or podiatrist independent prescriber*,

363A.2 an *independent nurse prescriber*,

363A.3 a *pharmacist independent prescriber*,

363A.4 a *physiotherapist independent prescriber*, and

363A.5 a *supplementary prescriber*.”

99. In **clause 364 and 365**, for “the PCT”, substitute “*the Board*”.
100. For **clause 366.2**, substitute “any other clinical documents, apart from *home oxygen order forms*, and those documents specified in clause 367”.
101. In **clause 368.1**, for “the PCT”, substitute “*the Board*”.
102. For **clause 368.2**, substitute:

“368.2. co-operates with *the Board* in relation to *the Board’s* patient safety functions.”
103. For **clause 369**, substitute:

“369. *The Board* must provide an appraisal system for the purposes of clause 368.1 after consultation with the *local medical committee* (if any) which is formed for the area in which the Contractor provides services under the Contract and with such other persons as appear to it to be appropriate.”
104. In **clauses 370.2, 373 to 375 and 377**, for “the PCT”, substitute “*the Board*”.
105. In **clauses 379, 381 to 386**, for “the PCT”, substitute “*the Board*”.
106. In **clause 380.1** for “a Primary Care Trust”, substitute “*the Board*”.
107. In **clauses 389 and 390** for “the PCT”, substitute “*the Board*”.
108. In **clause 392**, for “the PCT”, substitute “*the Board*”.

109. **Clauses 394 to 425** are omitted and the **heading for clause 394**.
110. In **clauses 427, 429, 431 to 433**, for “the PCT”, in each place, substitute “*the Board*”.

Part 15 Records, Information, Notification and Rights of Entry

111. In **clause 429.1** for the words from ““General Medical” to the end of that sub-clause substitute ““General Practice Systems of Choice Level 2;””.
112. For **clause 430** substitute:
“430. Where a patient’s records are computerised records, the Contractor must, as soon as possible following a request from *the Board*, allow *the Board* to access the information recorded on the computer system on which those records are held by means of the audit function referred to in clause 429.2 to the extent necessary for *the Board* to confirm that the audit function is enabled and functioning correctly.”
113. After **clause 436**, the following is inserted:
“*summary care record*
436A The Contractor must, in any case where there is a change to the information included in a patient’s medical record, enable an automated upload of *summary information* to the *summary care record*, at least on a daily basis, using the approved systems provided to it by *the Board*.
436B The requirement in clause 436A does not apply to the Contractor where:
436B.1 the Contractor does not have access to computer systems and software which would enable it to carry out automated uploads of the *summary information*; and
436B.2 the Contractor has, by 30 September 2014, publicised its plans to enable it to achieve that requirement by no later than 31 March 2015 by displaying a statement of intent at

the *practice premises* and, where the practice has a website, on the practice website.

Electronic transfer of patient records

436C The Contractor must use the *GP2GP facility* for the safe and effective transfer of any patient records:

436C.1 in a case where a new patient registers with the *practice*, to the practice from the practice of another provider of primary medical services (if any) with which the patient was previously registered; or

436C.2 in a case where the Contractor receives a request from another provider of primary medical services with which the patient has registered, in order to respond to that request.

436D The requirement in clause 436C does not apply to the Contractor where:

436D.1 the Contractor does not have access to computer systems and software which would enable it to use the *GP2GP facility* to effect the transfer of patient records to another provider of primary medical services with a patient list; and

436D.2 the Contractor has, by 30 September 2014, publicised its plans to enable it to achieve that requirement by 31 March 2015 by displaying a statement of intent at the *practice premises* and, where the practice has a website, on the practice website.

436E The requirement in clause 436C does not apply in the case of a temporary resident.

Clinical correspondence: requirement for *NHS number*

436F The Contractor must include the *NHS number* of a *registered patient* as the primary identifier in all *clinical correspondence* issued by the Contractor which relates to that patient.

- 436G The requirement in clause 436F does not apply where, in exceptional circumstances outside of the Contractor's control, it is not possible for the Contractor to ascertain the patient's *NHS number*.

Patient online Services

- 436H The Contractor must promote and offer to its *registered patients* the facility for a patient:

436H.1 to book, view, amend, cancel and print appointments online;

436H.2 to order repeat prescriptions for drugs, medicines or appliances online; and

436H.3 to view and print a list of any drugs, medicines or appliances in respect of which the patient has a repeat prescription

in a manner which is capable of being electronically integrated with the computerised clinical systems of the *practice* using appropriate systems authorised by *the Board*.

- 436I A Contractor must, when complying with the requirement in clause 436H, consider whether it is necessary, in order to meet the reasonable needs of its *registered patients*, to take action to comply with the requirement in clause 436H so as to increase the proportion of appointments which are available for its *registered patients* to book online and, if so, take such action.

- 436J A Contractor must promote and offer to its *registered patients*, in circumstances where the medical records of its patients are held on the Contractor's computerised clinical systems, the facility for a patient to:

436J.1 access online any *summary information* derived from the patient's medical records and any other data which the Contractor has agreed that the patient may access; and

- 436J.2 view online, electronically export or print any *summary information* derived from the patient's medical records and any other data which the Contractor has agreed that the patient may access.
- 436K A Contractor must promote and offer to its *registered patients*, in circumstances where the medical records of its *registered patients* are held on the Contractor's computerised clinical systems, the facility for any such patient to access online all information from the patient's medical record which is held in coded form unless:
- 436K.1 in the reasonable opinion of the Contractor, access to such information would not be in the patient's best interests because it is likely to cause serious harm:
- 436K.1.1 to the patient's physical or mental health, or
- 436K.1.2 to the physical or mental health of any other person;
- 436K.2 the information includes a reference to any third party who has not consented to its disclosure; or
- 436K.3 the information in the patient's medical record contains a free text entry and it is not possible under the Contractor's computerised clinical systems to separate that free text entry from other information in that medical record which is held in coded form.
- 436L Where the Contractor has a practice website, the Contractor must also promote and offer to its *registered patients* the facility referred to in clauses 436H.1 and 436H.2 on that practice website.
- 436M The requirements in clause 436H do not apply where the Contractor does not have access to computer systems and software which would enable it to offer the online services described in clause 436H to its *registered patients*.
- 436N The requirements in clause 436J:

- 436N.1 do not apply where the Contractor does not have access to computer systems and software which would enable it to offer the online services described in clause 436J; and
- 436N.2 only apply until such time as the Contractor is able to fully comply with the requirements in clause 436K.
- 436O. The requirements in clause 436K do not apply where:
- 436O.1 the Contractor does not have access to *GPSOC accredited computer systems and software* which would enable it to offer the online services described in that clause to its *registered patients*; and
- 436O.2 the Contractor has, by 30th September 2015, publicised its plans to enable it to achieve those requirements by 31st March 2016 by displaying a statement of intent on the *practice premises* and, where the practice has a website, on the practice website.”.
114. After **clause 438A** insert the following:
- “Friends and family test**
- 438B The Contractor must give all patients who use the Contractor’s practice the opportunity to provide feedback about the service received from the practice through the *friends and family test*.
- 438C The Contractor must:
- 438C.1 report the results of completed *friends and family tests* to *the Board*; and
- 438C.2 publish the results of such completed Tests, in the manner approved by *the Board*.
- 438D In these clauses 438B to 438D, “*friends and family test*” means the arrangements that the Contractor is required by *the board* to implement to enable its patients to provide anonymous feedback about the patient experience at the Contractor’s practice.”
115. In **clauses 439 and 440A** for “the PCT”, substitute “*the Board*”.

116. For **clause 440**, substitute:

“440. The Contractor is not required to comply with any request made in accordance with clause 439 unless it has been made by *the Board* in accordance with directions made by *the Secretary of State* under section 98A of *the 2006 Act* relating to the provision of information by contractors.”

117. Following **clause 440A**, the following clause and heading is inserted:

Publication of earnings information

440B. The Contractor must publish each year on its practice website (if it has one) the information specified in clause 440C.

440C. The information specified in this clause is:

440C.1 the mean net earnings in respect of the previous financial year of:

440C.1.1 all *general medical practitioners* who were party to the Contract for a period of at least six months during that financial year, and

440C.1.2 any *general medical practitioners* who were employed or engaged by the Contractor to provide services under the Contract in the Contractor's practice, whether on a full-time or part-time basis, for a period of at least six months during that financial year; and

440C.2 the:

440C.2.1 total number of any *general medical practitioners* to whom the earnings information referred to in clause 440C.1 relates, and

440C.2.2 (where applicable) the number of those practitioners who have been employed or engaged by the Contractor to provide services under the Contract in the Contractor's practice on a full time or a part time basis and for a period of at least six months during the financial year in respect of which that information relates.

440D. The information specified in clause 440C must be:

- 440D.1 published by the Contractor before the end of the financial year following the financial year to which that information relates; and
- 440D.2 made available by the Contractor in hard copy form on request.
- 440E. For the purposes of clause 440C.1, “mean net earnings” are to be calculated by reference to the earnings of a *general medical practitioner* that, in the opinion of *the Board*, are attributable to the performance or provision by the practitioner under the contract of medical services to which Part 4 of the *2006 Act* applies, after having disregarded any expenses properly incurred in the course of performing or providing those services.”
118. In **clause 446 to 448**, for “the PCT”, in each place, substitute “*the Board*”.
119. For **clauses 449 to 450** (and the heading to clause 449) substitute the following:

“Provision of information to a *medical officer* etc.

449. The Contractor shall, if it is satisfied that the patient consents:
- 449.1 supply in writing to any person specified in clause 449.3, within such reasonable period as that person may specify, such clinical information as any of the persons mentioned in sub-clause 449.3.1 to 449.3.4 considers relevant about a patient to whom the contractor or a person acting on behalf of the contractor has issued or has refused to issue a medical certificate; and
- 449.2. answer any inquiries by any person mentioned in clause 449.3 about:
- 449.2.1. a *prescription form* or medical certificate issued or created by, or on behalf of, the contractor, or
- 449.2.2. any statement which the contractor or a person acting on behalf of the contractor has made in a report.
- 449.3. For the purposes of sub-clause 449.1 and 449.2, the persons are:
- 449.3.1. a *medical officer*,

- 449.3.2. a *nursing officer*,
- 449.3.3. an *occupational therapist*,
- 449.3.4. a *physiotherapist*, or
- 449.3.5. an officer of the Department for Work and Pensions who is acting on behalf of, and at the direction of, any person specified in sub-clause 449.3.1 to 449.3.4.

450. For the purpose of being satisfied that a patient consents, the Contractor may rely on an assurance in writing from any person mentioned in clause 449.3 that the consent of the patient has been obtained, unless the Contractor has reason to believe that the patient does not consent.”

- 120. In **clauses 451 to 452 and 454** for “the PCT”, in each place, substitute “*the Board*”.
- 121. For **clause 453** substitute:

“453. Either the Contractor or *the Board* may, if it wishes to do so, invite the *local medical committee* for the area in which the Contractor provides services under the Contract to participate in the annual review.”
- 122. In the heading to **clause 455**, and in **clause 455 and 457** for “the PCT”, in each place, substitute “*the Board*”.
- 123. **Clause 456** is omitted.
- 124. In **clause 458** for “the PCT”, substitute “*the Board*”.
- 125. In **clause 460** for “the PCT”, substitute “*the Board*”.
- 126. In **clause 462** for “the PCT”, substitute “*the Board*”
- 127. **Clause 464** is omitted.
- 128. In **clause 465** for “the PCT”, substitute “*the Board*”
- 129. In the **heading to clause 466 and in clause 466**, for “the PCT”, substitute “*the Board*”
- 130. For **clause 468**, substitute:

“468. The Contractor, *the Board* or a person authorised in writing by *the Board* may, if it wishes to do so, invite the *local medical committee* for the area in which the Contractor provides services under the Contract, to be present at an inspection of the *practice premises* which takes place under clause 466.”

131. In **clause 470**:
- (a) for “Commission for Healthcare Audit and Inspection”, substitute “*Care Quality Commission*”;
 - (b) after “Health and Social Care (Community Health and Standards) Act 2003”, insert “, as modified by paragraph 15 of Schedule 3 to the Health and Social Care Act 2008 (Commencement No. 9, Consequential Amendments and Transitory, Transitional and Saving Provisions) Order 2009 and section 62 of the Health and Social Care Act 2008 (entry and inspection).”, and
 - (c) in the heading to that clause, for “Commission for Healthcare Audit and Inspection”, substitute “*Care Quality Commission*”.
132. **Clause 470A** and its heading is substituted as follows:
- “Entry and viewing by Local Healthwatch organisations**
- 470A. The Contractor must comply with the requirement to allow an authorised representative to enter and view premises and observe the carrying-on of activities on those premises in accordance with regulations made under section 225 of the Local Government and Public Involvement Health Act 2007.”

Part 16 Certificates

133. **Clause 472** is substituted as follows:

“The exception in sub-clause 471.1 shall not apply where the certificate is issued in accordance with regulation 2(1) of the Social Security (Medical Evidence) Regulations 1976 (which provides for the issue of a certificate as evidence of incapacity for work or limited capability for work) or regulation 2(1) of the Statutory Sick Pay (Medical Evidence) Regulations 1985 (which provides for the issue of medical information relating to incapacity for work).”

Part 17 Finance

134. In **clause 473 and 474** for references to “the PCT”, in each place, substitute “*the Board*”.

135. In **clause 474** for the words “Where, pursuant to directions” to the end, substitute:
“Where, pursuant to directions made under section 87 or 98A of *the 2006 Act*, *the Board* is required to make a payment to the Contractor under the Contract but subject to conditions, those conditions are to be a term of the Contract”

Part 18 Fees and Charges

136. In **clauses 484.3** and **484.7**, for references to “the PCT” in each place substitute “*the Board*”.
137. In **clause 484.11** – replace with the following:
“where the Contractor is authorised or required in accordance with arrangements made with *the Board* under section 126 and in accordance with regulations made under section 129 of the *2006 Act* to provide drugs, medicines or appliances to a patient and provides for that patient, otherwise than by way of *dispensing services*, any Scheduled drug”.
138. In **clause 486** for references to “the PCT” in each place substitute “*the Board*”.

Part 19 Clinical Governance

139. In **clause 488A**:
- (a) for references to “the PCT”, in each place, substitute “*the Board*”.
 - (b) for “the Controlled Drugs (Supervision of Management and Use) Regulations 2006”, substitute “section 17 and section 18 of the Health Act 2006”
140. After **clause 488A**, insert the following:
“Duty as to Education and Training
488B. The Contractor must co-operate with *the Secretary of State* in the discharge of the duty under section 1F of *the 2006 Act*, or co-operate with Health Education England where Health Education England is

discharging that duty by virtue of a direction under section 7 of that Act.”

Part 20 Insurance

141. In **clause 489**, for “hold adequate insurance against liability arising from negligent performance of clinical services under the Contract”, substitute “have in force in relation to it an indemnity arrangement which provides appropriate cover”.
142. In **clause 490**, for “holds adequate insurance against liability arising from negligent performance of such services”, substitute “has in force in relation to it an indemnity arrangement which provides appropriate cover”.
143. In **clause 491.1**, for ““insurance” means”, substitute ““indemnity arrangement” means”.
144. After **clause 491.1** (but before the following “and”) insert:

“491.1A. “appropriate cover” means cover against liabilities that may be incurred by the Contractor in the performance of clinical services under the Contract, which is appropriate, having regard to the nature and extent of the risks in the performance of such services”.
145. In **clause 491.2**, for “holding insurance if it is held by”, substitute “having in force in relation to it an indemnity arrangement if there is an indemnity arrangement in force in relation to”.
146. In **clause 492** for “the insurance” substitute “an indemnity arrangement”.

Part 21 Gifts

147. In **clause 494.3** immediately before “legally and beneficially”, insert “both”.
148. In **clause 498** for “PCT” substitute “*the Board*”.

Part 22 Compliance with legislation and guidance

149. In **clause 499**, for “have regard to” to the end, substitute “have regard to all relevant guidance issued by *the Board* or *the Secretary of State* or Local Authorities in respect of the exercise of their functions under *the 2006 Act*.”

Part 23 Complaints

150. **Clause 502** is omitted.
151. In **clause 513** for “PCT” substitute “*the Board*”.
152. In **clause 514.1**:
- (a) for “a Primary Care Trust”, substitute “*the Board*, a CCG, “;
 - (b) omit “Strategic Health Authority”;
153. In **clause 515** for “the PCT”, in each place, substitute “*the Board*”.
154. In **clause 518** for “the PCT”, substitute “*the Board*”.
155. For **clause 519**, substitute:
- “519. Either the Contractor or *the Board* may, if it wishes to do so, invite the *local medical committee* for the area in which the Contractor provides primary medical services to participate in discussions which take place pursuant to clause 518.”
156. In **clause 521** for “the PCT”, substitute “*the Board*”.
157. In **clause 521**, sub-clauses 521.1 and 521.2 are substituted as follows:
- “521.1 if it relates to a period when the Contractor was treated as a health service body, by the Contractor or by *the Board*; or
- 521.2 in any other case, by the Contractor or, if the Contractor agrees in writing, by *the Board*.”
158. In **clauses 529 and 530** for “the PCT”, in each place, substitute “*the Board*”.
159. In **clauses 532, 535 to 537** for “the PCT”, in each place, substitute “*the Board*”.
160. In **clauses 539, 540, 541, 542** for “the PCT”, in each place, substitute “*the Board*”.
161. For **clauses 540B to 540D** substitute:
- “540B. If clause 540A does not apply, *the Board*:
- 540B.1 must enter into discussions with the remaining individual referred to in clause 540 and use its reasonable endeavours to reach an agreement to enable the provision of clinical services to continue under the Contract;
 - 540B.2 if it considers it appropriate, may consult the *local medical committee* for the area in which the partnership was providing clinical services under the Contract or such other person as *the Board* considers necessary;

- 540B.3 may, if it considers it appropriate to enable clinical services under the Contract to continue, offer the remaining individual reasonable support; and
- 540B.4 must notify the remaining individual if agreement has been reached in accordance with clause 540C or if agreement cannot be reached in accordance with clause 540D.
- 540C. If *the Board* reaches an agreement, *the Board* must serve notice in writing on the remaining individual confirming:
- 540C.1 the terms upon which *the Board* agrees to the Contract continuing with that individual including the period during which the Contract is to continue, such period as specified by *the Board* (“the interim period”) which must not be a period that exceeds six months;
- 540C.2 that the remaining individual agrees to employing or engaging a *general medical practitioner* for the interim period to assist in the provision of clinical services under the Contract; and
- 540C.3 the support, if any, which *the Board* is to provide to enable clinical services under the Contract to continue during the interim period.
- 540D. If:
- 540D.1 the remaining individual referred to in clause 540 does not wish to employ or engage a medical practitioner;
- 540D.2 an agreement in accordance with clause 540B cannot be reached; or
- 540D.3 the remaining individual wishes to withdraw from the agreed arrangements at any stage during the interim period, *the Board* must serve notice in writing on the remaining individual terminating the Contract forthwith.”
162. For **clause 541**, substitute:
“541. When *the Board* receives a notice pursuant to clause 539 or 540, it must acknowledge in writing receipt of the notice; and in relation to a notice served pursuant to clause 539, *the Board* must acknowledge receipt of the notice before the date specified pursuant to clause 539.1.”
163. After **clause 542A**, add the following clause:
“542B. Clauses 540B to 540D do not affect any other remedies which *the Board* may have under the Contract to vary or terminate the Contract.”.
164. In **clause 543**, for “the PCT”, substitute “*the Board*”.

165. For **clause 543A** substitute:
- “543A.1. Where the Contractor is an individual medical practitioner and the Contractor dies, the Contract must terminate at the end of the period of 7 days after the death of the Contractor unless, before the end of that period, clause 543A.2 applies.
- 543A.2. These clauses 543A to 543C apply where the Contractor’s personal representatives have confirmed in writing to *the Board* that they wish to employ or engage one or more *general medical practitioners* to assist in the continuation of the provision of clinical services under the Contract and after discussions with *the Board*:
- 543A.2.1 *the Board* agrees to provide reasonable support which would enable the provision of clinical services under the Contract to continue;
- 543A.2.2 *the Board* and the personal representatives agree the terms upon which clinical services under the Contract can continue to be provided; and
- 543A.2.3 *the Board* and the personal representatives agree the period during which clinical services must continue to be provided and such a period must not exceed 28 days starting on the day after the end of the period of 7 days referred to in clause 543A.1.”
166. In **clause 543C** for “the Primary Care Trust”, substitute “*the Board*”.
167. In **clause 544**, for “the PCT”, substitute “*the Board*”.
168. In **clauses 547 to 549**, for “the PCT”, in each place, substitute “*the Board*”.
169. In the heading for clause 551 and in clause 551, for “the PCT”, in each place, substitute “*the Board*”.
170. In the **heading for clause 552** and in **clauses 552, 552A, 554, 554A, 556 and 557**, for “the PCT”, in each place, substitute “*the Board*”.
171. For **clause 555**, substitute:
- “555. Before deciding which of the options in clause 554 to pursue, *the Board* must, whenever it is reasonably practicable to do so, consult the *local medical committee* (if any) for the area in which the Contractor provides services under the Contract.”

172. In the **heading for clause 558** and in **clause 558**, for “the PCT”, in each place, substitute “*the Board*”.
173. In the **heading for clause 559** and in **clauses 560.4, 560.13, 561, 562, 563, 564**, for “the PCT”, in each place, substitute “*the Board*”.
174. In **clauses 559.3, 561 and 564** immediately before “legally and beneficially”, insert “both”.
175. In **clause 565**, for “the PCT”, in each place, substitute “*the Board*”.
176. In the **heading for clause 565A** and in **clauses 565A and 565B**, for “the PCT”, in each place, substitute “*the Board*”.
177. In the **heading for clause 566** and in **clauses 566 to 573**, for “the PCT”, in each place, substitute “*the Board*”.
178. In the **heading for clause 574** and in **clause 574**, for “the PCT”, in each place, substitute “*the Board*”.
179. In the **heading for clause 575** and in **clauses 575 and 576**, for “the PCT”, in each place, substitute “*the Board*”.
180. In **clauses 577 to 582**, for “the PCT”, in each place, substitute “*the Board*”.
181. In **clauses 583 to 586**, for “the PCT”, in each place, substitute “*the Board*”.
182. In **clauses 587 to 591**, for “the PCT”, in each place, substitute “*the board*”.
183. In **clauses 592 and 593**, for “the PCT”, in each place, substitute “*the Board*”.
184. In **clause 592** for “for its area”, substitute “for the area in which the Contractor provides services under the Contract.”

Part 24 Dispute resolution

No amendments.

Part 25 Variation and termination of the Contract

185. In clause 560.11.2, after “Law Reform (Miscellaneous Provisions) (Scotland) Act 1990” insert “or under section 34 of the Charities and Trustee Investment (Scotland) Act 2005 (powers of Court of Session),”.

Part 26 Non-survival of terms

No amendments.

Part 27 Patient Choice Extension Scheme

186. Part 27 is deleted in its entirety and replaced with:

“Part 27⁴

Registered patients from outside practice area

Variation of contractual terms

619. This Part applies where on or after 1 October 2014 the Contractor accepts onto its list of patients a person who resides outside of the *practice area*.

620. The terms of the Contract:

620.1 which are specified in clause 621 are varied in accordance with clause 622; and

620.2 which are specified in clause 623 are included in this Contract.

621. The terms of the contract specified are—

621.1 clauses 46 to 52 (*essential services*);

621.2 Part 7 and Part 8 (arrangements for access to services during core hours)

621.3 [Where the contractor provides out of hours services in accordance with the terms of the Contract specified in Part 9, those terms in Part 9 which are included must be specified in this sub-clause];

621.4 clause 30 (attendance at practice premises);

621.5 clause 31.1 (attendance outside practice premises);

621.6 clause 182 (refusal of application for inclusion in the list of patients).

⁴ This Part was introduced with effect from 1 April 2014 by regulation 26B of *the Regulations*.

621A. Where, under clause 619, a Contractor accepts onto its list of patients a person who resides outside of the Contractor's practice area and the Contractor subsequently considers that it is not clinically appropriate or practical to continue to provide that patient with services in accordance with the terms specified in clause 621, or to comply with those terms, the Contract must be varied so as to include a term which has the effect of modifying the application of clause 192 (which relates to the removal of a patient from the list at the Contractor's request) in relation to that patient so that—

621A.1 In clause 192, the reference to the patient's disability or medical condition is removed; and

621A.2 clause 195 applies as if, after clause 195.1, there were inserted the following paragraph—

“195.1A the reason for the removal is that the Contractor considers that it is not clinically appropriate or practical to continue to provide services under the Contract to the patient which do not include the provision of such services at the patient's home address.”.

622. The Contractor and *the Board* are (for such period of time as a patient registered under Part 27 remains so registered) released from all obligations, rights and liabilities relating to the terms (and to only those terms), contained in clause 621:

622.1 including any right to enforce those terms only in respect of the provision of primary medical services to patients who wish to receive such services under arrangements made in accordance with Part 27; and

622.2 only where, in the opinion of the Contractor, it is not clinically appropriate or practical to provide the services or access to such services in accordance with those terms or comply with those terms.

623. The Contractor must notify a person in writing where the Contractor is minded to accept a person onto its list of patients in accordance with Part 27 that the Contractor is under no obligation to provide:
- 623.1 *essential services* if, in a case where at the time treatment is required, it is not clinically appropriate or practical to provide primary medical services given the particular circumstances of the patient;
 - 623.2 out of hours services if, in a case where at the time treatment is required, it is not clinically appropriate or practical to provide such services given the particular circumstances of the patient; and
 - 623.3 additional services to the patient if it is not clinically appropriate or practical to provide such services given the particular circumstances of the patient.

Savings in respect of the *patient choice extension scheme*

624. Where, before 1 April 2014:
- 624.1 a patient is included in the *Contractor's list of patients* pursuant to arrangements entered into by the Contractor and *the Board* under the *patient choice extension scheme*; and
 - 624.2 the terms of the Contractor's contract were varied pursuant to the provisions of regulation 26B of *the Regulations* as it had effect immediately before that date,
- the patient may remain on the *Contractor's list of patients* and any variation to the Contractor's contract which exempts the Contractor from any obligations or liabilities under those arrangements continues to operate for such period as the patient remains so registered.
625. Paragraph (6) of regulation 26B of *the Regulations*, as it had effect immediately before 1 April 2014, continues to have effect in relation to a contract where, before that date, the Contractor entered into

arrangements with *the Board* under the *patient choice extension scheme*.”

Insertion of new Part 28

187. The following Part is inserted following Part 27 and the following clauses are inserted.

“PART 28

Clinical Commissioning Groups

626. The Contractor must:

626.1 be a member of a CCG for the duration of the Contract; and

626.2 appoint one individual who is a *health care professional* to act on its behalf in the dealings between it and the CCG to which it belongs.

Patient Participation

627. The Contractor must establish and maintain a group known as a “Patient Participation Group” comprising of some of its *registered patients* for the purposes of—

627.1 obtaining the views of patients who have attended the Contractor's practice about the services delivered by the Contractor; and

627.2 enabling the Contractor to obtain feedback from its *registered patients* about those services.

628. The Contractor is not required to establish a Patient Participation Group if such a group has already been established by the Contractor pursuant to any directions about enhanced services which were given by *the Secretary of State* under section 98A of the *2006 Act* before 1st April 2015.

629. The Contractor must make reasonable efforts during each financial year to review the membership of its Patient Participation Group in

order to ensure that the Group is representative of its *registered patients*.

630 The Contractor must—

630.1 engage with its Patient Participation Group, at such frequent intervals throughout each financial year as the Contractor must agree with that group, with a view to obtaining feedback from the Contractor's *registered patients*, in an appropriate and accessible manner which is designed to encourage patient participation, about the services delivered by the Contractor; and

630.2 review any feedback received about the services delivered by the Contractor, whether pursuant to clause 5.2.4(a) or otherwise, with its Patient Participation Group with a view to agreeing with that group the improvements (if any) which are to be made to those services.

631. The Contractor must make reasonable efforts to implement such improvements to the services delivered by the Contractor as are agreed between the Contractor and its Patient Participation Group.

632. In clauses 627 to 631, “financial year” means the 12 month period beginning on 1st April each year and ending on 31st March the following year.”

Schedule 3 – Patient Leaflet

188. In paragraph 18, for “PCT” to the end, substitute “the fact that *the Board* referred to in paragraph 28 is responsible for commissioning the services.”

189. Omit paragraphs 19 and 20.

190. For paragraph 28, substitute:

“28. The full name, postal and email address and telephone number of *the Board*.”

191. Immediately following paragraph 28 the following two paragraphs are inserted:

- “29. Information about the assignment by the Contractor to its new and existing patients of an *accountable GP* in accordance with clause 38A.
30. Information about the assignment by the Contractor to its patients aged 75 and over of an *accountable GP* under clause 35B.”
-

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: