



**Standard Personal  
Medical Services  
Agreement Variation  
Notice –  
February 2017**

NHS ENGLAND  
Standard Personal Medical Services Agreement Variation Notice – February 2017

NHS England INFORMATION READER BOX		
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<b>Additional Circulation List</b>		
<b>Description</b>	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.	
<b>Cross Reference</b>		
<b>Superseded Docs (if applicable)</b>	N/A	
<b>Action Required</b>	Area teams to update local contracts where they have not used the new standard contract.	
<b>Timing / Deadlines (if applicable)</b>		
<b>Contact Details for further information</b>	NHS England GP Contracts Team Quarry House Leeds LS2 7UE england.gpcontracts@nhs.net  <a href="https://www.england.nhs.uk/gp/gpfv/investment/gp-contract/2016-2017/">https://www.england.nhs.uk/gp/gpfv/investment/gp-contract/2016-2017/</a>	
<b>Document Status</b>		
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## **Standard Personal Medical Services Agreement Variation Notice – February 2017**

The text of the Standard Personal Medical Services Variation Notice February 2017 has been prepared by the Medical 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 model Standard Personal Medical Services Agreement dated July 2015.

NOTE: This notice does not incorporate all of the amendments made pursuant to the revocation of the National Health Service (Personal Medical Services Agreements) Regulations 2004 by the National Health Service (Personal Medical Services Agreements) Regulations 2015. The model PMS Agreement which is compliant with these regulations will be made available on NHS England's website.

Version number: 1

First published: July 2017

Prepared by: Medical Directorate

Gateway Reference: 06890

Dear Sir/Madam

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

[            ]

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

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

- Social Services and Well-being (Wales) Act 2014 (Consequential Amendments) (Secondary Legislation) Regulations 2016/211;
- Enterprise and Regulatory Reform Act 2013 (Consequential Amendments) (Bankruptcy) and the Small Business, Enterprise and Employment Act 2015 (Consequential Amendments) Regulations 2016/481;
- Electronic Identification and Trust Services for Electronic Transactions Regulations 2016/696;
- National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2016/875, and
- The National Health Service (Pharmaceutical Services, Charges and Prescribing) (Amendment) Regulations 2016/1077

and are published on the government website [legislation.gov.uk](http://legislation.gov.uk).

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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

### Clause 1 Definitions and Interpretation

1. The following amendments are made to **clause 1.1**:

1.1. The **definition of “Advanced Electronic Signature”** is replaced as follows:

“**Advanced Electronic Signature**” means an Electronic Signature which meets the following requirements:

(a) it is uniquely linked to the Signatory;

(b) it is capable of identifying the Signatory;

(c) it is created using Electronic Signature Creation Data that the Signatory can, with a high level of confidence, use under the Signatory's sole control; and

(d) it is linked to the data signed in such a way that any subsequent change in the data is detectable;”.

1.2. Immediately after the **definition of “Electronic Repeatable Prescription”**, the following new definitions are inserted:

“**Electronic Signature**” means data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the Signatory to sign;

“**Electronic Signature Creation Data**” means unique data which is used by the Signatory to create an Electronic Signature;”.

1.3. In the **definition of “Prescriber”** the following amendments are made:

1.3.1. the word “and” at the end of paragraph (f) is omitted,

1.3.2. in paragraph (g), “prescriber,” is substituted with “prescriber; and”,  
and

1.3.3. after paragraph (g) the following new paragraph is inserted:

“(h) a Therapeutic Radiographer Independent Prescriber,”.

1.4. Immediately after the **definition of “Serious Incident Reporting”**, the following new definition is inserted:

“**“Signatory”** means a natural person who creates an Electronic Signature;”.

1.5. In the **definition of “Supplementary Prescriber”**, the following amendments are made to sub-paragraph (b)(iv):

1.5.1. the word “or” is omitted at the end of sub-paragraph (bb), and

1.5.2. after sub-paragraph (cc) the following new sub-paragraph is inserted:

“(dd) dietitians, or”.

1.6. Immediately after the **definition of “Temporary Resident”** the following new definition is inserted:

“**“Therapeutic Radiographer Independent Prescriber”** means a radiographer:

(a) who is registered in Part 11 of the register maintained under article 5 of the Health and Social Work Professions Order 2001; and

(b) against whose name in that register is recorded:

(i) an entitlement to use the title “therapeutic radiographer”, and

(ii) an annotation signifying that the radiographer is qualified to order drugs, medicines and appliances as a therapeutic radiographer independent prescriber;”.

## Clauses 2 to 28

No variations.

## Clause 29 Patient Records

2. The following variations are made to **clause 29**:

2.1. **Clauses 29.8 to 29.10** are replaced as follows and the existing clause 29.11 is renumbered as clause 29.12:

“29.8 Where a patient on the Contractor’s List of Patients dies, the Contractor must send the complete records relating to that patient to the Board:

- (a) in a case where the Contractor was informed by the Board of that patient’s death, before the end of the period of 14 days beginning with the date on which the Contractor was so informed; or
- (b) in any other case, before the end of the period of one month beginning with the date on which the Contractor learned of that patient’s death.

29.9 Where a patient on a Contractor’s List of Patients has registered with another provider of primary medical services and the Contractor receives a request from that provider for the complete records relating to that patient, the Contractor must send to the Board:

- (a) the complete records, or any part of the records, sent via the GP2GP facility in accordance with clause 31 for which the Contractor does not receive confirmation of safe and effective transfer via that facility; and
- (b) any part of the records held by the Contractor only in paper form.

29.10 Where a patient on a Contractor’s List of Patients:

- (a) is removed from that list at that patient’s request under paragraph 9 of Schedule 5, or by reason of the application of any of paragraphs 10 to 15 of Schedule 5; and



- (b) the Contractor has not received a request from another provider of medical services with which that patient has registered for the transfer of the complete records relating to that patient,

the Contractor must send a copy of those records to the Board.

29.11 Where a Contractor's responsibility for a patient terminates in accordance with paragraph 16 of Schedule 5, the Contractor must send any records relating to that patient that it holds to:

- (a) if known, the provider of primary medical services with which that patient is registered; or
- (b) in all other cases, the Board."

### **Clause 30 Summary Care Record**

- 3. In **clause 30.1**, "at least on a daily basis" is replaced by "when the change occurs".

### **Clauses 31 to 38**

No variations.

### **Clause 38A Provision of Information: GP Access Data**

- 4. After **clause 38** the following new clause and subheading is inserted:

#### **"38A Provision of Information: GP Access Data**

- 38A.1 Subject to clause 38A.4, a Contractor must collect such information relating to patient access to primary medical services at the Contractor's Practice ("GP Access Data") as the Board may reasonably require for the purposes of, or in connection with, the Contract.
- 38A.2 The Contractor must submit an online return to the Board in respect of any GP Access Data collected by it using the Primary

Care Web Tool (“PCWT”) facility<sup>1</sup> which is provided by the Board to the Contractor for this purpose.

38A.3 The Contractor must submit an online return of GP Access Data to the Board twice in every financial year:

- (a) by 31st October 2016 and 31st March 2017 in respect of the financial year that ends on 31st March 2017; and
- (b) by 30th September and 31st March respectively for each subsequent financial year until 31st March 2021.

38A.4 The requirements of this clause 38A do not apply where the Contractor does not have access to computer systems and software which would enable it to use the PCWT facility to submit an online return of GP Access Data to the Board.”

## **Clauses 39 to 51**

No variations.

## **Clause 52 Co-operation with Investigations**

5. In **clause 52.3.2**, the definition of “local authority” is replaced as follows:

“52.3.2 “local authority” means:

52.3.2.1 a local authority within the meaning of section 1 of the Local Authority Social Services Act 1970 (local authorities);

52.3.2.2 the Council of the Isles of Scilly;

52.3.2.3 a council constituted under section 2 of the Local Government etc. (Scotland) Act 1994 (constitution of councils); or

52.3.2.4 the council of a county or county borough in Wales; and”

## **Clauses 53 to 60**

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<sup>1</sup> The “PCWT facility” is the approved internet webtool made available by NHS England to contractors for the purposes of submitting GP access data online.

No variations.

## **Clause 61 Termination by the Board on Fitness Grounds**

6. In **clause 61.3.8.1** “adjudged” is replaced by “made”.

## **Clauses 62 to 89**

No variations.

## **Schedules 1 to 12**

No variations.

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

Signed:

[on behalf of ]:

Print name:

Date: