

Standard Personal Medical Services Agreement Variation Notice

October 2019



Standard Personal Medical Services Agreement Variation Notice – October 2019

The text of the Standard Personal Medical Services Agreement Variation Notice October 2019 has been prepared by the Strategy & Innovation 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 2018/19 (April 2019).

Version number: 1

First published: Nov 2019

Prepared by: Strategy and Innovation Directorate

Gateway Reference: 001179



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:

- National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2019/1137; and
- Amendments Relating to the Provision of Integrated Care Regulations 2019/248;

which are published on the government website legislation.gov.uk.

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

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

Dated:

Signed:

on behalf of NHS England

Print name:



Wording of Variations

Clause 1

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

1.1. for the definition of “the 2004 Regulations”, substitute the following:

“**the 2015 Regulations**” means the National Health Service (Personal Medical Services Agreements) Regulations 2015;”

1.2. in the definition of "Additional Services" omit sub-paragraph (b);

1.3. omit the definition of "Contraceptive Services”;

1.4. after the definition of "Medical Register" insert:

“**the MHRA**” means the Medicines and Healthcare products Regulatory Agency;”;

1.5. after the definition of "Practice Premises" insert:

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

1.6. after the definition of "Primary Medical Services" insert:

“**Private Services**” means the provision of any treatment which would amount to Primary Medical Services if it were provided under or by virtue of a contract or agreement to which the provisions of Part 4 of the 2006 Act apply;”.

Clause 7

2. After **clause 7.17**, insert the following new clause:

“ **Private Services**



7.18 Where the Contractor proposes to provide Private Services in addition to Primary Medical Services, to persons other than its Patients the provision must take place:

7.18.1 outside of the hours the Contractor has agreed to provide Primary Medical Services; and

7.18.2 on no part of any Practice Premises in respect of which the Board has agreed with the Contractor to make payments in relation to the costs of those premises save where the private services are those specified in clause 74.6.”

Clause 20

3. In **clause 20.20**, for:

“this document is available on the Department of Health's website at www.doh.gov.uk/gmscontract/supportingdocs.htm, or a copy may be obtained by Writing to the NHS Confederation, 1 Warwick Row, London SW1E 5ER”,

substitute:

“this document is available at <https://www.nhsemployers.org/-/media/Employers/Documents/Pay-and-reward/TCS-GP-GMS-150409.pdf>”

Clause 33

4. For **clause 33.3**, substitute:

“33.3 The Contractor must when complying with the requirements in clause 33.1.1:

33.3.1 ensure that a minimum of 25% of its appointments per day during Core Hours are made available for online booking, whether or not those appointments are booked online, by telephone or in person, to include all appointments which must be made available for direct



booking by NHS 111 in accordance with paragraph 4B of Schedule 5; and

33.3.2 consider whether it is necessary, in order to meet the needs of its Registered Patients, to increase the proportion of appointments which are available for its registered patients to book online and, if so, increase that number.”

5. After **clause 33.3**, insert the following new clause:

“33.3A In the case of appointments required to be made available for direct booking by NHS 111, in accordance with paragraph 4B of Schedule 5, those appointments can be released to be booked by the Contractor's Registered Patients by any means in the two hour period within Core Hours prior to the appointment time, or such other period agreed pursuant to a Local Arrangement, if they have not been booked by NHS 111 prior to this time.”

6. Omit **clauses 33.4** and **33.6**.

7. After **clause 33.5**, insert the following new clause:

“33.5A In addition to complying with the requirements in clauses 33.1 and 33.5 the Contractor must offer to its Newly Registered Patients, the facility to access online all information entered onto the Patient's medical record on or after 1st October 2019 in so far as its computerised clinical systems and redaction software allows unless:

33.5A.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 to:

33.5A.1.1 the Patient's physical or mental health, or



33.5A.1.1 the physical or mental health of any other person; or

33.5A.2 the information includes a reference to any third party who has not consented to its disclosure.”

8. For **clause 33.8**, substitute:

“33.8 In clauses 33.1 to 33.5A:

33.5B.1 "Local Arrangement" means an arrangement between the Contractor and the Board as to the timeframe within which appointments not booked by NHS 111 can be released for booking by the Contractor's registered patients; and

33.5B.2 "Newly Registered Patient" means a person who becomes a registered patient on or after 1st October 2019.”

Clause 36

9. After **clause 36**, insert the following new clauses:

“36A Use of NHS primary care logo

36A.1 Where the Contractor chooses to apply the NHS primary care logo to signage, stationery, leaflets, posters, its Practice Website or to any other form of written representation relating to the primary care services it provides, it must have regard to guidance concerning use of the NHS primary care logo produced by the Board.

36B Marketing campaigns

36B.1 The Contractor must participate in a manner reasonably requested by the Board in up to 6 marketing campaigns in each Financial Year.



36C Advertising private services

- 36C.1 The Contractor must not advertise the provision of Private Services, either itself or through any other person, whether the Contractor provides the services itself or they are provided by another person, by any written or electronic means where the same are used to advertise the Primary Medical Services it provides.”

Clause 38

10. After **clause 38.7**:

- 10.1. Omit the heading “Provision of information: GP access data”; and

- 10.2. Omit **clauses 38.8 to 38.11**.

11. After **clause 38.25**, insert the following new clause:

“ **MHRA Central Alerting System**

38.26. The Contractor must:

- 38.26.1 provide to the MHRA on request, an electronic mail address which is registered to the Contractor's practice;
- 38.26.2 monitor that address;
- 38.26.3 if that address ceases to be registered to the practice, notify the MHRA immediately of its new electronic mail address; and
- 38.26.4 provide to the MHRA on request, one or more mobile telephone numbers for use in the event the Contractor is unable to receive electronic mail.”

Clause 52

12. After **clause 52**, insert the following new clauses:



“52A Co-operation with other providers, etc.

52A.1. Where the Contractor does not provide to its registered patients or to persons whom it has accepted as Temporary Residents:

52.A.1.1 a particular service, except in relation to one provided under the Network Contract Directed Enhanced Service Scheme which is a scheme provided for by direction 5 of the Primary Medical Services (Directed Enhanced Services) Directions 2019; or

52.A.1.2 Out of Hours Services, either at all or in respect of some periods or some services;

the Contractor must comply with the requirements specified in clause 52A.2.

52A.2. The requirements specified in this clause are that the Contractor must:

52A.2.1 co-operate in so far as is reasonable with any person responsible for the provision of that service or those services;

52A.2.2 comply in Core Hours with any reasonable request for information from such a person or from the Board relating to the provision of that service or those services; and

52A.2.3 in the case of Out of Hours Services:

52A.2.3.1 take reasonable steps to ensure that any Patient who contacts the Contractor's Practice Premises during the Out of Hours Period is provided with information about how to obtain services during that period;



52A.2.3.2 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 Contractor's Practice on the same working day as those details are received by the Practice or, exceptionally, on the next working day;

52A.2.3.3 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 Contractor's Practice on the same day as those requests are received by the Practice, or on the next working day;

52A.2.3.4 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

52A.2.3.5 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.

52A.3 Nothing in this clause 52A.3 requires a Contractor whose agreement does not include the provision of out of hours services to make itself available during the Out of Hours Period.



52B Co-operation with Primary Care Networks

52B.1 The Contractor must comply with the requirements in clause 52B.2 where it is:

52B.1.1 signed up to the Network Contract Directed Enhanced Scheme ("the Scheme"); or

52B.1.2 not signed up to the Scheme but its Registered Patients or Temporary Residents, are provided with services under the Scheme ("the Services") by a contractor which is a member of a Primary Care Network.

52B.2 The requirements specified in this clause are that the Contractor must:

52B.2.1 co-operate, in so far as is reasonable, with any person responsible for the provision of the Services;

52B.2.2 comply in Core Hours with any reasonable request for information from such a person or from the Board relating to the provision of the Services;

52B.2.3 have due regard to guidance published by the Board;

52B.2.4 participate in Primary Care Network meetings, in so far as is reasonable;

52B.2.5 take reasonable steps to provide information to its Registered Patients about the services, including information on how to access the Services and any changes to them; and

52B.2.6 ensure that it has in place suitable arrangements to enable the sharing of data to support the delivery of



the services, business administration and analysis activities.

52B.3 For the purposes of this clause 52B, "Primary Care network" means a network of contractors and other providers of services which has been approved by the Board, serving an identified geographical area with a minimum population of 30,000 people."

Clause 53

13. After **clause 53.3**, insert the following new clause:

"53.4 Schedule 15 applies in relation to the variation of this Agreement in circumstances where the Contractor wishes to perform or provide Primary Medical Services under an Integrated Care Provider Contract as described in Schedule 15."

Clause 74

14. After **clause 74.4**, insert the following new clauses:

"74.5 The Contractor must not, either itself or through any other person, demand or accept from any of its Patients a fee or other remuneration for its own benefit or for the benefit of another person, for the completion, in relation to the Patient's mental health, of:

74.5.1 a mental health evidence form; or

74.5.2 any examination of the Patient or of the Patient's medical record in order to complete the form;

the purpose of which is to assist creditors in deciding what action to take where the debtor has a mental health problem.

74.6 The Contractor must not, either itself or through any other person, demand or accept from anyone who is not a Patient of the Contractor, a fee or other remuneration for its own benefit or for the benefit of another person, for either of the following services provided on
NHS England and NHS Improvement



Practice Premises to which clause 7.18.2 applies, unless those services are provided outside of Core Hours:

74.6.1 for treatment consisting of an immunisation for which the Contractor receives no remuneration from the Board when provided to its Patients and which is requested in connection with travel abroad; or

74.6.2 for prescribing or providing drugs or medicines for malaria chemoprophylaxis.”

Clause 88

15. In **clause 88.1**, for “the Department of Health”, substitute “the Board”.

Schedule 1

16. In Part 2, paragraph 1.4, omit paragraph 1.4.2.

17. In Part 2, after paragraph 1.7:

17.1. Omit the heading “Contraceptive services”; and

17.2. Omit paragraph 1.8.

Schedule 4

18. In paragraph 1.1, omit the words:

“in their application to a contractor whose Agreement includes the provision of Contraceptive Services, ”.

19. After paragraph 5, insert the following new paragraph:

“5A Electronic Repeat Dispensing Services

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



prescription in a format appropriate for Electronic Repeat Dispensing Services where:

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

5A.1.2 the Patient consents.

5A.2 For the purposes of clause 14.6A.1, “Electronic Repeat Dispensing Services” means pharmaceutical services or local pharmaceutical services which involve the provision of drugs, medicines or Appliances by a Nominated Dispenser in accordance with an Electronic Repeatable Prescription which has a specified number of identical issues of drugs, medicines or Appliances associated with it for dispensation over a period of time up to but not exceeding 12 months.”

Schedule 5

20. After paragraph 4A, insert the following new paragraph:

“4B Direct booking by NHS 111

4B.1 The Contractor must ensure that as a minimum the following number of appointments during Core Hours for its Registered Patients are made available per day for direct booking by NHS 111:

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

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

4B.2 The Contractor must:



NHS ENGLAND AND NHS IMPROVEMENT
Standard Personal Medical Services Agreement Variation Notice – October 2019

- 4B.2.1 configure its computerised systems to allow direct booking by NHS 111;
 - 4B.2.2 monitor its booking system for appointments booked by NHS 111;
 - 4B.2.3 assess the Post Event Message received from NHS 111 in order to decide whether an alternative to the booked appointment should be arranged, such as a telephone call to the Patient or an appointment with another health care professional and where appropriate, make those arrangements; and
 - 4B.2.4 co-operate with the Board in its oversight of direct booking by NHS 111 by providing any information relating to direct booking by NHS 111 which is reasonably required by the Board.
- 4B.3 The requirements in paragraphs 4B.1 and 4B.2 do not apply where:
- 4B.3.1 the Board and the Contractor have agreed to suspend the requirements for operational reasons; or
 - 4B.3.2 the Contractor does not have access to computer systems and software which would enable it to offer the service described paragraph 4B.3.1.
- 4B.4 In this paragraph 4B, "Post Event Message" means the electronic message which is sent to a contractor at the end of a telephone call to NHS 111."

Schedule 13

21. For the table in **Schedule 13**, substitute the following table:



NHS ENGLAND AND NHS IMPROVEMENT
Standard Personal Medical Services Agreement Variation Notice – October 2019

Indicator ID	Indicator Description
<i>Clinical domain</i>	
CHD003	The percentage of patients with coronary heart disease whose last measured cholesterol (measured in the preceding 12 months) is 5 mmol/l or less
CKD002	The percentage of patients on the CKD register in whom the last blood pressure reading (measured in the preceding 12 months) is 140/85 mmHg or less
CKD004	The percentage of patients on the CKD register whose notes have a record of a urine albumin: creatinine ratio (or protein: creatinine ratio) test in the preceding 12 months
NM84	The percentage of patients on the CKD register with hypertension and proteinuria who are currently treated with renin-angiotensin system antagonists
CVD-PP002	The percentage of patients diagnosed with hypertension (diagnosed after or on 1st April 2009) who are given lifestyle advice in the preceding 12 months for: smoking cessation, safe alcohol consumption and healthy diet
DM005	The percentage of patients with diabetes, on the register, who have a record of an albumin: creatinine ratio test in the preceding 12 months
DMO11	The percentage of patients with diabetes, on the register, who have a record of retinal screening in the preceding 12 months
EP002	The percentage of patients 18 or over on drug treatment for epilepsy who have been seizure free for the last 12 months recorded in the preceding 12 months
EP003	The percentage of women aged 18 or over and who have not attained the age of 55 who are taking antiepileptic drugs who have a record of information and counselling about contraception, conception and pregnancy in the preceding 12 months
LD002	The percentage of patients on the learning disability register with Down's syndrome aged 18 or over who have a record of blood TSH in the preceding 12 months
MH004	The percentage of patients aged 40 or over with schizophrenia, bipolar affective disorder and other psychoses who have a record of total cholesterol: hdl ratio in the preceding 12 months
MH005	The percentage of patients aged 40 or over with schizophrenia, bipolar affective disorder and other psychoses who have a record of blood glucose or HbA1c in the preceding 12 months
MH007	The percentage of patients with schizophrenia, bipolar affective disorder and other psychoses who have a record of alcohol consumption in the preceding 12 months
MH008	The percentage of women aged 25 or over and who have not attained the age of 65 with schizophrenia, bipolar affective disorder and other psychoses whose notes record that a cervical screening test has been performed in the preceding 5 years



PAD002	The percentage of patients with peripheral arterial disease in whom the last blood pressure reading (measured in the preceding 12 months) is 150/90 mmHg or less
PAD003	The percentage of patients with peripheral arterial disease in whom the last measured total cholesterol (measured in the preceding 12 months) is 5 mmol/l or less
PAD004	The percentage of patients with peripheral arterial disease with a record in the preceding 12 months that aspirin or an alternative anti-platelet is being taken
RA003	The percentage of patients with rheumatoid arthritis aged 30 or over and who have not attained the age of 85 who have had a cardiovascular risk assessment using a CVD risk assessment tool adjusted for RA in the preceding 12 months
RA004	The percentage of patients aged 50 or over and who have not attained the age of 91 with rheumatoid arthritis who have had an assessment of fracture risk using a risk assessment toll adjusted for RA in the preceding 24 months
SMOK001	The percentage of patients aged 15 or over whose notes record smoking status in the preceding 24 months
STIA005	The percentage of patients with a stroke shown to be non-haemorrhagic, or a history of TIA whose last measured total cholesterol (measured in the preceding 12 months) is 5 mmol/l or less
THY001	The contractor establishes and maintains a register of patients with hypothyroidism who are currently treated with levothyroxine
THY002	The percentage of patients with hypothyroidism, on the register, with thyroid function tests recorded in the preceding 12 months"

Schedule 14

22. After **Schedule 14**, insert the following new schedule:

“SCHEDULE 15 Suspension and reactivation of this Agreement

1. Interpretation

In this Schedule:

“Integrated Care Provider” means a person, other than a person specified in paragraph 3(3), who is party to an Integrated Care Provider Contract;

“Integrated Care Provider Contract” has the meaning given in paragraph 3.



2. Right to suspend this Agreement

(1) Where the Contractor wishes to perform or provide Primary Medical Services under an Integrated Care Provider Contract, the Contractor must give notice in writing to the Board of that intention in accordance with paragraph 4 and the Board must agree to suspend the operation of this Agreement in accordance with the requirements of, and subject to the conditions set out in, this Schedule.

(2) The Board must not suspend this Agreement until:

(a) the Contractor has informed the Board of the date on which the Contractor intends to begin performing or, as the case may be, providing Primary Medical Services under an Integrated Care Provider Contract; and

(b) the Board has given notice in writing to each person on the Contractor's list of Registered Patients that:

(i) the Contractor intends to perform or, as the case may be, provide Primary Medical Services under an Integrated Care Provider Contract with effect from that date; and

(ii) the person will be transferred on to the list of registered service users of the Integrated Care Provider on that date unless the person decides to register with another provider of Primary Medical Services before that date.

(3) Where the Board suspends the operation of this Agreement, the Contractor is released from any obligation to provide Primary Medical Services under this Agreement to the Contractor's list of Registered Patients from the date on which that suspension takes effect.

3. Integrated Care Provider Contracts

(1) For the purposes of this Schedule, an "Integrated Care Provider Contract" is a contract entered into on or after 1st April 2019 which satisfies the following sub-paragraphs.

(2) An Integrated Care Provider Contract must be between:

(a) one or more of the persons specified in sub-paragraph (3); and

(b) a person who is a provider of services specified in sub-paragraph (5).

(3) The persons specified in this sub-paragraph are:

(a) the Board;

(b) one or more CCGs; or

(c) one or more local authorities in England.

(4) An Integrated Care Provider Contract must:

(a) relate to the provision of two or more of the services specified in sub-paragraph (5); and



NHS ENGLAND AND NHS IMPROVEMENT
Standard Personal Medical Services Agreement Variation Notice – October 2019

(b) not be a contract to which sub-paragraph (6) applies.

(5) The services specified in this sub-paragraph are:

- (a) Primary Medical Services;
- (b) Secondary Care Services;
- (c) Public Health Services; and
- (d) Adult Social Care Services,

and include such services where they are provided under arrangements entered into by an NHS body or a local authority in England by virtue of section 75 of the 2006 Act.

(6) This sub-paragraph applies to a contract for the provision of Primary Medical Services to which directions given by The Secretary Of State under section 98A of the 2006 Act relating to the provision of alternative provider medical services under section 83(2) of the 2006 Act apply.

(7) In this paragraph:

“Adult Social Care Services” means services provided pursuant to the exercise of the adult social services functions of a local authority in England;

“Adult Social Services Functions” means social services functions within the meaning of section 1A of the Local Authority and Social Services Act 1970 so far as relating to persons aged 18 or over, excluding any function to which Chapter 4 of Part 8 of the Education and Inspections Act 2006 applies;

“Primary Medical Services” means services which the Board considers it appropriate to secure the provision of under section 83(2) of the 2006 Act;

“Public Health Functions” means:

(a) the public health functions of The Secretary Of State under the following provisions of the 2006 Act:

- (i) section 2A;
- (ii) section 2B;
- (iii) paragraphs 8 and 12 of Schedule 1;

(b) the public health functions of a local authority in England under the following provisions of the 2006 Act, and any regulations made under these provisions:

- (i) section 2B;
- (ii) section 111; or
- (iii) paragraphs 1 to 7B or 13 of Schedule 1;



NHS ENGLAND AND NHS IMPROVEMENT
Standard Personal Medical Services Agreement Variation Notice – October 2019

(c) the public health functions of the Secretary Of State that a local authority in England is required to exercise by virtue of regulations made under section 6C(1) of The 2006 Act; or

(d) the public health functions of the Secretary of State where they are exercised by the Board, a CCG or a local authority in England where those bodies are acting pursuant to arrangements made under section 7A The 2006 Act;

“Public Health Services” are services which are provided pursuant to the exercise of Public Health Functions;

“Secondary Care Services” means:

(a) such services, accommodation or facilities as a CCG considers it appropriate to make arrangements for the provision of under or by virtue of section 3 or 3A of the 2006 Act; or

(b) such services or facilities as the Board is required by the Secretary Of State to arrange by virtue of regulations made under section 3B of The 2006 Act.

(8) For the purposes of this paragraph, any of the following is a local authority in England:

- (a) a county council;
- (b) a county borough council;
- (c) a district council;
- (d) a London borough council;
- (e) the Common Council of the City of London;
- (f) the Council of the Isles of Scilly.

4. Notice of intention to suspend this Agreement

A notice under paragraph 2(1) must:

(a) state that the Contractor wishes to suspend this Agreement and specify the date on which the Contractor would like the proposed suspension to take effect which must be a date which:

(i) falls at least one month after the date on which the notice was given, and

(ii) immediately precedes the date on which the Contractor intends to begin performing or, as the case may be, providing Primary Medical Services under the relevant Integrated Care Provider Contract;



NHS ENGLAND AND NHS IMPROVEMENT
Standard Personal Medical Services Agreement Variation Notice – October 2019

(b) give the name of each person who is a party to this Agreement who intends to perform or, as the case may be, provide Primary Medical Services under an Integrated Care Provider Contract; and

(c) confirm that the Contractor has agreed, as appropriate, to the suspension of this Agreement.

5. Suspension of this Agreement: general

(1) Subject to sub-paragraph (2), the suspension of this Agreement is effective for a minimum period of two years beginning with the date on which that suspension takes effect which must be:

(a) the date specified in the notice given under paragraph 2(1); or

(b) such later date as the Board may approve in the circumstances of a particular case.

(2) The suspension of this Agreement is effective for a period of less than two years beginning with the date on which that suspension takes effect under sub-paragraph (1) only in a case where the relevant Integrated Care Provider Contract terminates or expires or is varied as described in paragraph 9(1) before the end of that period.

(3) Where the Board suspends this Agreement, the Contractor may not receive payments from the Board in respect of any period during which this Agreement is suspended.

(4) The Board must, before the end of the period of:

(a) three months beginning with the date on which the suspension of this Agreement takes effect; or

(b) such longer period as may be agreed between the Board and the Contractor in the circumstances of a particular case,

pay the Contractor any outstanding payments owed to the Contractor in respect of the provision of Primary Medical Services by the Contractor under this Agreement in accordance with the payment terms of this Agreement.

(5) The Contractor may not exercise its right to a general medical services contract which exists under regulation 32 of the 2015 Regulations in relation to this Agreement during any period in respect of which this Agreement is suspended.

6. Notice of intention to reactivate this Agreement

(1) A notice under paragraph 7(1) must be given to the Board by the Contractor at least six months before the date on which the proposed reactivation of this Agreement is to take effect.

(2) A notice under paragraph 7(1) must:

(a) state that the Contractor wishes to reactivate this Agreement and specify the date on which the Contractor would like the proposed reactivation to take effect which must be a date which:



NHS ENGLAND AND NHS IMPROVEMENT
Standard Personal Medical Services Agreement Variation Notice – October 2019

(i) falls at least six months after the date on which the notice was given, and

(ii) immediately follows the date on which the Contractor intends to cease performing, or as the case may be, providing Primary Medical Services under the relevant Integrated Care Provider Contract;

(b) give the name of each person who is a party to this Agreement who intends to resume the provision of Primary Medical Services under this Agreement;

(c) confirm that the Contractor has agreed, as appropriate, to the reactivation of this Agreement; and

(d) if the Contractor wishes to reactivate this Agreement as a general medical services contract, state that this is the case and confirm that the parties to this Agreement have agreed, as appropriate, to the reactivation of this Agreement as a general medical services contract.

7. Right to reactivate this Agreement

(1) The Board must reactivate this Agreement under this paragraph where the Contractor has given notice in writing to the Board in accordance with paragraph 6 of the intention to reactivate this Agreement in accordance with the requirements of, and subject to the conditions set out in, this Schedule.

(2) The Board must only reactivate a contract under this paragraph with effect from:

(a) the date which falls on the second anniversary of the date on which the suspension of that Contract took effect; or

(b) subsequently, on a date which falls every two years after the date specified in paragraph (a) during the duration of the Integrated Care Provider Contract.

(3) Where this Agreement is of time limited duration, the Board must not reactivate this Agreement where it is to cease to have effect on a date which falls earlier than any of the dates specified in sub-paragraph (2)(a) or (b).

(4) Subject to paragraph 8(7), the Board may reactivate this Agreement as a general medical services contract where, in respect of this Agreement, the right to a general medical services contract under regulation 32 of the 2015 Regulations exists.

8. Reactivation of this Agreement: general

(1) The reactivation of this Agreement is effective on the date which falls immediately after the date on which the Contractor ceases performing or, as the case may be, Providing Primary Medical Services under an Integrated Care Provider Contract which must be:

(a) the date specified in the notice given under paragraph 7(1); or

(b) such later date as the Board may approve in the circumstances of a particular case.



NHS ENGLAND AND NHS IMPROVEMENT
Standard Personal Medical Services Agreement Variation Notice – October 2019

(2) The Board must not reactivate a contract unless the conditions specified in sub-paragraph (3) are met.

(3) The conditions specified in this sub-paragraph are that:

(a) the Contractor remains eligible to hold this Agreement in accordance with the conditions set out in regulation 5 of the 2015 Regulations at the date on which the reactivation of this Agreement is to take effect; and

(b) the Board is satisfied that, during the period in which this Agreement was suspended, the Contractor has not acted or failed to act in a manner that gives rise to the Board's right to terminate this Agreement under any of the provisions of Clauses 56 to 68 of this Agreement.

(4) Where the reactivation of this Agreement is intended to take effect on the second anniversary of the date on which the suspension of this Agreement took effect, the Board must notify in writing each person who resides in the Contractor's former Practice Area and who was on the list of registered service users of the Integrated Care Provider that:

(a) the Contractor intends to resume the provision of Primary Medical Services under this Agreement in respect of people who reside in the Contractor's former Practice Area from the date specified in the notice; and

(b) if the person was on the Contractor's list of Registered Patients immediately prior to the date on which the suspension of this Agreement took effect, the person will transfer onto the Contractor's list of Registered Patients from the date specified in the notice unless the person decides to remain registered with the Integrated Care Provider or registers with another provider of Primary Medical Services before that date.

(5) Where the reactivation of this Agreement is intended to take effect after the second anniversary of the date on which the suspension of that contract took effect, the Board must notify in writing each person who resides in the Contractor's former practice area and who was on the list of registered service users of the Integrated Care Provider that:

(a) the Contractor intends to resume the provision of Primary Medical Services under this Agreement in respect of people who reside in the Contractor's former Practice Area from the date specified in the notice; and

(b) the person will remain on the list of registered service users of the Integrated Care Provider from the date specified in the notice unless the person decides to register with the Contractor or with another provider of Primary Medical Services before that date.

(6) Where this Agreement is reactivated by the Board, the terms of this Agreement which are to apply are those terms which are effective at the date on which the reactivation takes effect subject to any variation of those terms which may be agreed between the Contractor and the Board, including in respect of the right to a general medical services contract under regulation 32 of the 2015 Regulations.

(7) The Board must not reactivate this Agreement as a general medical services contract unless:



NHS ENGLAND AND NHS IMPROVEMENT
Standard Personal Medical Services Agreement Variation Notice – October 2019

(a) the parties to this Agreement have agreed, as appropriate, to the reactivation of this Agreement as a general medical services contract; and

(b) the Board is satisfied that:

(i) during the period in which this agreement was suspended, the Contractor has not acted or failed to act in a manner that gives rise to the Board's right to terminate this Agreement under any of the provisions of clauses 56 to 68 of this Agreement; and

(ii) the parties to this Agreement are eligible to hold a general medical services contract in accordance with the conditions set out in regulations 5 and 6 of the General Medical Services Contracts Regulations at the date on which the reactivation of this Agreement as a general medical services contract is to take effect.

9. Termination, expiry or variation of an Integrated Care Provider Contract

(1) Where, at any time, an Integrated Care Provider Contract terminates or expires or is varied so that it no longer requires the Integrated Care Provider to provide Primary Medical Services to people who reside in the Contractor's former Practice Area:

(a) the Board must, subject to the conditions specified in paragraph 8(3), reactivate this Agreement with effect from the date which falls immediately after the date on which the Integrated Care Provider Contract terminated or, as the case may be, expired or was varied; and

(b) the Contractor must, with effect from that date, resume the provision of Primary Medical Services under this Agreement to people who reside in the Contractor's former Practice Area.

(2) Where an Integrated Care Provider Contract terminates or expires or is varied as described in sub-paragraph (1), the Board must notify in writing each person who resides in the Contractor's former Practice Area and who was on the list of registered service users of the Integrated Care Provider immediately before the date on which the Integrated Care Provider Contract terminated or, as the case may be, expired or was varied that:

(a) the Contractor has resumed providing Primary Medical Services under this Agreement from a specified date in respect of people who reside in the Contractor's former Practice Area; and

(b) the person will transfer onto the Contractor's list of Registered Patients from the date specified unless the person decides to register with another provider of Primary Medical Services before that date."



NHS ENGLAND AND NHS IMPROVEMENT
Standard Personal Medical Services Agreement Variation Notice – October 2019

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:

