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# Standard Personal Medical Services Agreement Variation Notice

Version 1, 16 August 2023

## Standard Personal Medical Services (PMS) Agreement Variation Notice

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Prepared by Hill Dickinson on behalf of NHS England.

The text of the Standard Personal Medical Services (PMS) Agreement Variation Notice August 2023 has been prepared by Hill Dickinson on behalf of NHS England.

It is prepared on the basis that the signed agreement to be varied is in the form of the NHS England Standard Personal Medical Services Agreement and is up to date with all prior variation notices (up to and including the NHS England Standard Personal Medical Services Agreement Variation Notice April 2023).

### **Equalities and health inequalities statement**

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

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

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Dear Sir/Madam

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

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

These variations are made to comply with:

- The Health and Social Care Information Centre (Transfer of Functions, Abolition and Transitional Provisions) Regulations 2023;
- The Health Education England (Transfer of Functions, Abolition and Transitional Provisions) Regulations 2023; and
- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2023;

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

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

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

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Dated:

Signed:

on behalf of [INSERT ICB NAME]

Print name:

## Wording of Variations

### General variations

1. **Replace** each reference to “NHS Digital”, “the Health and Social Care Information Centre”, “Health and Social Care Information Centre”, “the Centre” or “Health Education England” with “NHS England”.

### Clause 1

2. In clause 1.1, **delete** the following definitions:

2.1. “Health and Social Care Information Centre”

2.2. “Medical Card”; and

2.3. “NHS Digital Workforce Collection”.

### Clause 7

3. **Replace** clauses 7.8 and 7.9 (including the heading) with:

#### “Contact with the Practice

7.8.1 The Contractor must take steps to ensure that a Patient who contacts the Contractor:

7.8.1.1 by attendance at the Contractor's Practice Premises;

7.8.1.2 by telephone;

7.8.1.3 through the Practice's Online Consultation Tool within the meaning given in clause 33ZD.2; or

7.8.1.4 through a relevant electronic communication method within the meaning given in clause 33ZE.3,

is provided with an appropriate response in accordance with sub-clauses 7.8.2, 7.8.3 and 7.8.4.

- 7.8.2 The appropriate response is that the Contractor must:
  - 7.8.2.1 invite the Patient for an appointment, either to attend the Contractor's Practice Premises or to participate in a telephone or Video Consultation, at a time which is appropriate and reasonable having regard to all the circumstances, and the Patient's health would not thereby be jeopardised;
  - 7.8.2.2 provide appropriate advice or care to the Patient by another method;
  - 7.8.2.3 invite the Patient to make use of, or direct the Patient towards, appropriate services which are available to the Patient, including services which the Patient may access themselves; or
  - 7.8.2.4 communicate with the Patient:
    - 7.8.2.4.1 to request further information; or
    - 7.8.2.4.2 as to when and how the Patient will receive further information on the services that may be provided to them, having regard to the urgency of their clinical needs and other relevant circumstances.
- 7.8.3 The appropriate response must be provided:
  - 7.8.3.1 if the contact under sub-clause 7.8.1 is made outside Core Hours, during the following Core Hours;
  - 7.8.3.2 in any other case, during the day on which the Core Hours fall.
- 7.8.4 The appropriate response must take into account:
  - 7.8.4.1 the needs of the Patient; and

7.8.4.2 where appropriate, the preferences of the Patient.

7.9 Reserved.”.

4. Immediately after clause 7.13, **insert:**

**“New Telephone Contract or Arrangement**

7.13A The Contractor must ensure that any new contract or other arrangement relating to telephone services used by:

7.13A.1 Patients to contact the Contractor's practice for any purpose related to this Agreement; or

7.13A.2 any other person to contact the Contractor's Practice in relation to services provided as part of the health service;

is with a supplier specified in the Advanced Telephony Better Purchasing framework.”.

**Clause 19**

5. Immediately after clause 19.7.5, **insert:**

“19.8 The Contractor must co-operate with:

19.8.1 the Secretary of State in the discharge of the Secretary of State's duty under section 1F of the 2006 Act (duty as to education and training); and

19.8.2 NHS England where NHS England is discharging the Secretary of State's duty under section 1F of the 2006 Act by virtue of its functions under section 97(1) of the Care Act 2014 (planning education and training for health workers etc.).”.

**Clause 33ZA**

6. **Replace** clause 33ZA (including the heading) with:

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

33ZA.1 Where the Contractor holds the medical record of a Registered Patient ("P") on its computerised clinical systems, the Contractor must:

33ZA.1.1 provide P with the facility to access online information entered onto P's medical record on or after the Relevant Date (the "Prospective Medical Record"); and

33ZA.1.2 promote and offer to P, in accordance with clause 33ZA.2, the facility to access online the information from P's medical record held in coded form.

33ZA.2 For the purposes of 33ZA.1.2, the Contractor is taken to be:

33ZA.2.1 promoting the facility to P where P is encouraged to utilise the practice's digital services and to interact with the practice via online access;

33ZA.2.2 offering the facility to P where it is freely available to P if P shows interest in the facility or requests access in writing to their medical records held in coded form.

33ZA.3 Where a person ("R") applies to become a Registered Patient of the Contractor, the Contractor must, as part of the registration process:

33ZA.3.1 make information available to R about the practice's digital services and about how R may interact with the practice via online access; and

33ZA.3.2 inform R in writing that on becoming a Registered Patient, R will be provided with the facility to access R's Prospective Medical Record (unless R chooses not to be provided with that facility).



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33ZA.4 The Contractor must configure its computerised clinical systems so as to allow its Registered Patients the facility to access online information entered onto their medical record.

33ZA.5 In this clause 33ZA, "Relevant Date" means:

33ZA.5.1 if the Contractor has not provided P with the facility to access online P's Prospective Medical Record under this clause 33ZA as in force immediately before 15 May 2023, the day on which the Contractor does provide the facility under clause 33ZA.1.1; or

33ZA.5.2 31 October 2023;

whichever is the earlier.

33ZA.6 Where:

33ZA.6.1 the Contractor has not, before 15 May 2023, provided P with the facility to access online P's Prospective Medical Record; and

33ZA.6.2 P makes a request in writing to the Contractor on or after 15 May 2023 but before 31 October 2023, to be provided with that facility;

the Contractor must provide that facility to P by the end of the Compliance Period or by 31 October 2023, whichever is the earlier.

33ZA.7 Where:

33ZA.7.1 the Contractor has not, before 1 November 2023, for whatever reason, provided P with the facility to access online P's Prospective Medical Record; and

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33ZA.7.2 P makes a request in writing to the Contractor on or after 31 October 2023 to be provided with that facility;

the Contractor must provide P with that facility by the end of the Compliance Period.

33ZA.8 Subject to clause 33ZA.9, the Contractor must not remove the facility of a Registered Patient to access online their medical record provided under:

33ZA.8.1 this clause 33ZA as in force immediately before 15 May 2023; or

33ZA.8.2 clause 33ZA.1.

33ZA.9 Nothing in this clause 33ZA requires the Contractor to provide P with the facility to access:

33ZA.9.1 online information entered onto the medical record where that information is Excepted Information;

33ZA.9.2 online information entered onto P's Prospective Medical Record where P has informed the Contractor that they do not, or no longer, wish to be provided with that facility; or

33ZA.9.3 information referred to in clause 33ZA.1.2 which the Contractor's computerised systems cannot separate from any free-text entry in P's medical record.

33ZA.10 For the purposes of this clause 33ZA and clause 33ZB:

33ZA.10.1 "the Compliance Period" means the period specified in Article 12 of the UK GDPR for compliance with a request made in exercise of a right under Article 15 of the UK GDPR;

33ZA.10.2 information is "Excepted Information" if the Contractor would not be required to disclose it in response to a request made in exercise of a right under Article 15 of the UK GDPR.

33ZA.11 For the purposes of clause 33ZA.10, "UK GDPR" has the meaning given in section 3(10) of the Data Protection Act 2018.”.

### Clause 33ZB

7. In clause 33ZB.1, **delete** the words “and redaction software”.

8. Immediately after clause 33ZB.1, **insert**:

“33ZB.1A Where P makes a request under clause 33ZB.1.2, the Contractor must provide P with the facility by the end of the Compliance Period.

33ZB.1B The Contractor must configure its computerised clinical systems so as to allow its Registered Patients the facility to access online their Relevant Medical Information.”.

9. In clause 33ZB.2:

9.1. **Replace** the word “offered” with the word “provided”; and

9.2. **Delete** the words “or 33ZA.2”.

### Clause 33ZD

10. In clause 33ZD.3.1, immediately after the words “required to offer”, **insert** the words “, promote or, as the case may be, provide”.

11. In clause 33ZD.3.2, immediately after the words “required to offer”, **insert** the words “and promote”.

### Clause 33ZE

12. In clause 33ZE.3, **replace** the word “regulation” with “clause 33ZE”.

## Clause 33A

13. In clause 33A.1, **replace** the words “promote and offer” with the words “promote, offer or, as the case may be, provide”.

## Clause 38

14. **Replace** clause 38.7AA.10 with:

“38.7AA.10 The Contractor shall use reasonable endeavours to include in a Third Party Contract (whenever entered into) a term requiring the Third Party (“T”):

38.7AA.10.1 to include the term specified in clause 38.7AA.6 in any Contract of Engagement which T enters into with a Jobholder on or after entering into the contract with the Contractor;

38.7AA.10.2 to use reasonable endeavours to include that term in any Contract Of Engagement which T has entered into prior to entering into the contract with the Contractor.”.

15. **Replace** clause 38.7AA.11.1 with:

“38.7AA.11.1 include in a Third Party Contract (whenever entered into) a term requiring T:

38.7AA.11.1.1 to include the term specified in clause 38.7AA.6 in any Contract of Engagement which T enters into with a Jobholder on or after entering into the contract with S;

38.7AA.11.1.2 to use reasonable endeavours to include that term in any Contract of Engagement which T has entered into prior to entering into the contract with S; and”.

16. In clause 38.7AA.11.2, after the words “a term requiring P to”, **insert** the words “use reasonable endeavours to”.

17. **Replace** clause 38.7AA.12 with:

“38.7AA.12 The term is one which requires T:

38.7AA.12.1 to include the term specified in clause 38.7AA.6 in any Contract of Engagement which T enters into with a Jobholder on or after entering into the contract with P;

38.7AA.12.2 to use reasonable endeavours to include that term in any Contract of Engagement which T has entered into prior to entering into the contract with P.”.

18. In clause 38.27, after the words “the Health and Social Care Information Centre (Establishment of Information Systems for NHS Services: General Practice Appointments Data Collection in Support of Winter Pressures) Directions 2017”, **insert** the words “(the functions of the Health and Social Care Information Centre under the Directions were transferred to NHS England by the Health and Social Care Information Centre (Transfer of Functions, Abolition and Transitional Provisions) Regulations 2023).”.

## **Schedule 5**

19. In paragraph 5.3, delete the words “a Medical Card”.

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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: