

NHS Standard Contract 2022/23

Provisions Applicable to Primary Medical Services

Schedule 2L and Explanatory Note

Prepared by: NHS Standard Contract Team, NHS England
england.contractshelp@nhs.net
(please do not send contracts to this email address)

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Explanatory Note

1. The [NHS Standard Contract](#) is mandated for use by CCGs/ICBs and NHS England when commissioning non-primary medical services NHS-funded healthcare services. Where primary medical services are being commissioned, the appropriate form of primary medical services contract must be used in accordance with the relevant Regulations and Directions.
2. In certain circumstances commissioners may wish to commission a package of services including both primary and secondary care elements from a single provider. An example of this would be the commissioning of an integrated NHS 111 (for which the NHS Standard Contract must be used) and GP out-of-hours service (for which a general practice contract must be used). In those circumstances neither the NHS Standard Contract nor any form of primary medical services contract may lawfully be used on its own to commission that package of services. Various contractual structures may be used to deal with this. The purpose of this template is to offer a relatively simple solution, for use in appropriate circumstances.
3. If the package of services includes **primary medical services** and services for which the NHS Standard Contract is the mandated form of contract, commissioners may include provisions in **Schedule 2L** of the NHS Standard Contract to make the Contract compliant with the APMS Directions¹ in relation to the provision of primary medical care services. In other words, **to ensure that the contract is both an NHS Standard Contract and an APMS contract**. This template has been prepared for that purpose.
4. The template is based very closely on NHS England's model form of APMS Contract, which is available at: <https://www.england.nhs.uk/commissioning/gp-contract/>.
5. **We strongly recommend that commissioners take legal advice if considering using this template. Initial queries may be directed to: england.contractshelp@nhs.net**
6. The APMS Directions require that an APMS Contract must contain specified mandatory provisions (set out in the Directions). In addition, where the Provider provides Primary Medical Essential Services (as defined in the APMS Schedule), the APMS Directions also require further mandatory terms to be included.
7. The text in the APMS Schedule has been colour/style coded to enable Commissioners to identify those provisions which are always **mandatory (black)** and those provisions which are **mandatory only where Primary Medical Essential Services are being provided (blue and italics)**.
8. As these are mandatory provisions, they cannot be omitted or contradicted in relation to the provision of APMS Services. Some provisions such as paragraph 25.7 contain references to dates which have passed. Since this wording is mandated and also to allow for possible amendments to these dates by statutory instrument, this wording has been kept in line with the requirements of the APMS Directions.
9. **Paragraph 25** – Please note that where there is to be a List of Service Users, the Commissioner must consider how the List of Services Users will be managed and have a policy in respect of this which gives effect to all mandatory terms required by the APMS Directions. Where a commissioner does not have such a policy, in developing the same it may wish to incorporate or have regard to NHS England's model APMS Contract (clauses 31.8 – 31.20, 31.23 – 31.125E and 31.142 – 31.156) which is compliant with the APMS Directions.

¹ The latest APMS Directions, and any amendments to them, are available at: <https://www.gov.uk/government/publications/nhs-primary-medical-services-directions-2013>. This version of Schedule 2L is compliant with the APMS Directions 2020, as amended, at the date of publication of this version of Schedule 2L.

10. **Annex 2 (APMS Services)** – The Parties must list the services which are identified as being primary medical care services and to which this APMS Schedule will apply.
11. **Annex 3 (Provider’s Premises)** – the Parties must specify the Services Environment from which primary medical care services will be provided.
12. **Eligibility to hold an APMS Contract** –the APMS Directions set out a list of provider conditions which can prevent the Commissioners entering into a Contract with the Provider.

[SCHEDULE 2L - PROVISIONS APPLICABLE TO PRIMARY MEDICAL SERVICES]

The APMS Services

RECITALS

- A. The provisions of this Schedule 2L apply to the APMS Services only. The intention of the Parties is that insofar as it relates to the APMS Services this Contract will be an APMS Contract and is to be interpreted to that effect.
- B. The obligations set out in this Schedule 2L are in addition to and not in substitution for those set out elsewhere in this Contract. Notwithstanding any other provision of this Contract if there is any conflict or inconsistency between the requirements of this Schedule 2L and any other provision of this Contract, the provision requiring the higher level of performance on the part of the Provider will prevail, which the Parties agree and acknowledge is required by the APMS Directions and may not be the subject of lawful contractual derogation.
- C. The words and phrases used in this Schedule 2L will be interpreted first in accordance with the APMS Directions, and if no definition is provided in accordance with the PMS Agreements Regulations, and if no definition is provided in accordance with this Schedule 2L or the General Conditions, or otherwise as the context may require.
- D. These Recitals form part of this Contract.

1 Status of Contract

- 1.1 The Provider [is/is not] a Health Service Body for the purposes of section 9 of the 2006 Act. Accordingly, the Contract [is/is not] an NHS Contract. Where the Contract is an NHS Contract, the provisions of GC14 will apply without prejudice to any right of the Provider to refer any Dispute for resolution in accordance with the NHS disputes procedure.
- 1.2 In addition to the warranties set out in GC25, the Provider warrants that it satisfies the conditions set out in direction 5 of the APMS Directions.

2 Services and Attendance on Service Users

- 2.1 The Provider must provide the APMS Services to Service Users residing in the Practice Area referred to below in paragraph 2.2 (if any) or as otherwise expressed in this Contract.
- 2.2 The Practice Area means the area edged in red on the map attached as Appendix 1 to this Schedule 2L (if any), *in respect of which persons resident in it will be entitled to register with the Provider or seek acceptance by the Provider as a Temporary Resident.*
- 2.3 *The Provider must take steps to ensure that any Service User who:*
 - 2.3.1 *has not previously made an appointment; and*
 - 2.3.2 *attends at the Provider's Premises during the Core Hours for Primary Medical Essential Services,**is provided with such services by an appropriate Health Care Professional during that period except in the circumstances specified in paragraph 2.4.*
- 2.4 *The circumstances referred to in paragraph 2.3 are that:*
 - 2.4.1 *it is more appropriate for the Service User to be referred elsewhere for services under*

the 2006 Act or the 2012 Act (as the case may be); or

2.4.2 the Service User is then offered an appointment to attend again within a time which is appropriate and reasonable having regard to all the circumstances and the Service User's health would not thereby be jeopardised.

2.5 In the case of a Service User whose medical condition is such that, in the reasonable opinion of the Provider, attendance on the Service User is required and it would be inappropriate for the Service User to attend the Provider's Premises during Core Hours, the Provider must provide APMS Services to that Service User at whichever is appropriate of the following places:

2.5.1 the place recorded in the Service User's medical records as being his last home address;

2.5.2 such other place as the Provider has informed the Service User and the Co-ordinating Commissioner is the place where it has agreed to visit and treat the Service User;

2.5.3 some other place in the Service User Registration Area.

2.6 Nothing in this paragraph 2 prevents the Provider from:

2.6.1 arranging for the referral of a Service User without first seeing the Service User, in a case where the medical condition of that Service User makes that course of action appropriate; or

2.6.2 visiting the Service User in circumstances where this paragraph 2 does not place it under an obligation to do so.

2.7 Where the Provider provides Out of Hours Services under this Contract, the Provider will (to the extent that they are relevant to the provision of such Out of Hours Services):

2.7.1 meet the quality requirements set out in "the Integrated Urgent Care Key Performance Indicators" published on 25 June 2018"; and

2.7.2 comply with any requests for information which it receives from or on behalf of NHS England about the provision by the Provider of Out of Hours Services to its Registered Service Users in such manner and before the end of such period as is specified in the request.

2.8 Where the Provider proposes to provide Private Services in addition to the APMS Services to persons other than its Service Users, the provision of such Private Services must take place:

2.8.1 outside of the hours during which the Provider has agreed to provide Primary Medical Services; and

2.8.2 on no part of any the Provider's Premises in respect of which the Commissioner has agreed with the Provider to make payments in relation to the costs of those Provider's Premises, save where the Private Services are those specified in paragraph 40.8.

2.8A Vaccines and immunisations

2.8A.1 Interpretation

2.8A.1.1 *In this Paragraph 2.8A:*

"GMS Statement of Financial Entitlements" means the directions given by the Secretary of State under section 87 of the 2006 Act (GMS contracts: payments); and

"Vaccine and Immunisations Services" has the meaning given in regulation 3(7) of the

General Medical Services Contracts Regulations.

2.8A.2 Vaccines and immunisations: duty of co-operation

2.8A.2.1 *The Provider must co-operate, in so far as is reasonable, with Relevant Persons:*

2.8A.2.1.1 *to understand the current uptake, and barriers to uptake, of offers to provide or administer vaccines and immunisations of the type specified in the GMS Statement of Financial Entitlements (“Relevant Vaccines and Immunisations”) to Service Users; and*

2.8A.2.1.2 *to develop (if necessary) a strategy for improving their immunisation programme.*

2.8A.2.2 *For the purposes of Paragraph 2.8A.2.1 “Relevant Persons” means:*

2.8A.2.2.1 *other persons who administer Relevant Vaccines and Immunisations to Service Users;*

2.8A.2.2.2 *the Board;*

2.8A.2.2.3 *the Secretary of State; or*

2.8A.2.2.4 *local authorities.*

2.8A.3 Vaccines and immunisations: appointments

2.8A.3.1 *The Provider must ensure that they have in place a system for delivering appointments at which Relevant Vaccines or Immunisations are administered to Service Users (“Immunisation Appointments”) which meets the Vaccines and Immunisations Standards.*

2.8A.3.2 *In this Paragraph 2.8A.3:*

2.8A.3.2.1 *“Relevant Vaccine or Immunisation” means a vaccine or immunisation which is of a type specified in the GMS Statement of Financial Entitlements other than:*

2.8A.3.2.1.1 *an influenza vaccine;*

2.8A.3.2.1.2 *a vaccine or immunisation the purposes of travel other than overseas travel; or*

2.8A.3.2.1.3 *a vaccine or immunisation which is offered in response to a local outbreak.*

2.8A.3.2.2 *“The Vaccines and Immunisations Standards” means the standards determined by the Board and which the Provider is required to meet in relation to the following matters:*

2.8A.3.2.2.1 *the invitation of Service Users for immunisation appointments when they first become eligible for Relevant Vaccines or Immunisations (“Newly Eligible Service Users”);*

2.8A.3.2.2.2 *the steps to be taken if no response is received to an invitation falling within sub-Paragraph 2.8A.3.2.2.1;*

2.8A.3.2.2.3 *the provision of immunisation appointments to Newly*

Eligible Service Users;

2.8A.3.2.2.4 *the steps to be taken if a Newly Eligible Service User does not attend an immunisation appointment;*

2.8A.3.2.2.5 *requests for Relevant Vaccines or Immunisations made by Service Users who are eligible for them but have not previously received them for any reason;*

2.8A.3.2.2.6 *the identification of gaps in the vaccination records of registered Service Users, and the offer, and provision of, immunisation appointments to those Service Users.*

2.8A.4 Vaccines and immunisations: catch-up campaigns

2.8A.4.1 *The Provider must participate in a manner reasonably required by the Board in one Vaccines and Immunisations Catch-up Campaign in each financial year.*

2.8A.4.2 *In this Paragraph 2.8A.4 “Vaccines and Immunisations Catch-up Campaign” means a campaign which is aimed at maximising the uptake of a particular vaccine or immunisation by Service Users who are eligible for it but have not received that vaccine or immunisation for any reason (other than a decision to refuse the vaccine or immunisation).*

2.8A.5 Vaccines and immunisations: additional staff training

2.8A.5.1 *The Provider must ensure that all staff involved in the administration of vaccines and immunisations are trained in the recognition and initial treatment of anaphylaxis.*

2.8A.5.2 *This Paragraph does not affect the Provider’s obligations under Paragraph 9.*

2.8A.6 Vaccines and immunisations: nominated person

2.8A.6.1 *The Provider must nominate a person (a “V & I lead”) who is to have responsibility for:*

2.8A.6.1.1 *overseeing the provision of Vaccine and Immunisation Services by the Provider;*

2.8A.6.1.2 *carrying out, on behalf of the Provider, any of the Provider’s functions under Paragraph 2.8A.2; and*

2.8A.6.1.3 *overseeing compliance with the requirements of Paragraphs 2.8A.2 to 2.8A.5.*

2.8A.6.2 *The Provider must ensure that the V & I Lead:*

2.8A.6.2.1 *has regard to all guidance issued by the Board which is relevant to that role; and*

2.8A.6.2.2 *if they are not a Health Care Professional, is directly supervised in that role by a Health Care Professional.*

2.8A.7 Vaccines and immunisations: exception for private arrangements

2.8A.7.1 *Nothing in this Paragraph 2.8A applies in relation to the offer or administration of any vaccine or immunisation to a Service User under a private arrangement.*

3 Provider's Premises

3.1 The Provider must ensure that the premises used for the provision of APMS Services are:

3.1.1 suitable for the delivery of those APMS Services; and

3.1.2 sufficient to meet the reasonable needs of the Provider's Service Users.

4 Telephone Services

4.1 The Provider must not be a party to any contract or other arrangement under which the number for telephone services to be used by:

4.1.1 Service Users to contact the Services Environment or any purpose related to this Contract; or

4.1.2 any other person to contact the Services Environment in relation to services provided as part of the health service,

starts with the digits 087, 090, 091, 0844, or any other premium rate numbers, or consists of a personal number, unless the service is provided free to the caller.

4.2 In paragraph 4.1, "personal number" means a telephone number which starts with the number 070 followed by a further 8 digits, or 07 followed by a further 9 digits.

5 Cost of Relevant Calls

5.1 The Provider must not enter into, renew or extend a contract or other arrangement for telephone services unless, having regard to the arrangement as a whole, persons will not pay more to make calls to the Provider's Premises than they would to make equivalent calls to a Geographical Number.

5.2 Where the Provider is party to an Existing Contract or Other Arrangement for a telephone service under which persons making Relevant Calls to the Provider's Premises call a number which is not a Geographical Number, the Provider must comply with paragraph 5.3.

5.3 The Provider must:

5.3.1 before the Effective Date, 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

5.3.2 if the Provider so considers, take all reasonable steps, including in particular considering the matters specified in paragraph 5.4, 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.

5.4 The matters referred to in paragraph 5.3.2 are:

5.4.1 varying the terms of the contract or arrangement;

5.4.2 renegotiating the terms of the contract or arrangement; and

5.4.3 terminating the contract or arrangement.

5.5 If, despite taking all reasonable steps referred to in paragraph 5.3.2, it has not been possible to ensure that, having regard to the arrangement as a whole, persons will not pay more to make Relevant Calls to the Provider's Premises than they would to make equivalent calls to a Geographical Number, the Provider must introduce a system under which if a caller asks to be

called back, the Provider will do so at the Provider's expense.

6 Clinical Reports & Co-Operation

- 6.1 Where the Provider provides any clinical services, other than under a private arrangement, to a Service User who is not on its List of Service Users, it must prepare a clinical report relating to the consultation and any treatment provided and must, as soon as reasonably practicable, provide a copy of that clinical report to the Commissioner.
- 6.2 Not used.
- 6.3 The Commissioner must send a report received in accordance with paragraph 6.1 to:
- 6.3.1 to the person with whom the Service User is registered for the provision of Primary Medical Essential Services (or their equivalent); or
 - 6.3.2 if the person referred to in paragraph 6.3.1 is not known to the Commissioner, to the Local Health Board, Health Board or Health and Social Services Board, in whose area the Service User is resident.
- 6.4 Paragraphs 6.1 and 6.3 do not apply to Out of Hours Services to be provided by the Provider.
- 6.5 *If the Provider is not, pursuant to this Contract, providing to its Registered Service Users or to persons whom it has accepted as Temporary Residents:*
- 6.5.1 *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) (No.2) Directions 2020; or*
 - 6.5.2 *Out of Hours Services, either at all or in respect of some periods or some services, the Provider must comply with the requirements specified in paragraph 6.6.*
- 6.6 *The requirements referred to in paragraph 6.5 are that the Provider must:*
- 6.6.1 *co-operate insofar as it is reasonable with any person responsible for the provision of that service or those services;*
 - 6.6.2 *comply with any reasonable request for information from such a person or from the relevant Commissioner relating to the provision of that service or those services;*
 - 6.6.3 *in the case of Out of Hours Services:*
 - 6.6.3.1 *take reasonable steps to ensure that any Service User who contacts the Provider's Premises during the Out of Hours Period is provided with information about how to obtain services during that period;*
 - 6.6.3.2 *ensure that the clinical details of all out of hours consultations received from the out of hours provider are reviewed by a clinician within or engaged by the Provider on the same Operational Day as those details are received by the Practice or, exceptionally, on the next Operational Day;*
 - 6.6.3.3 *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 Provider, or on the next Operational Day;*
 - 6.6.3.4 *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 Service User data in respect of out of hours consultations; and*

- 6.6.3.5 *agree with the out of hours provider a system for the rapid, secure and effective transmission of information about Registered Service Users who, due to chronic disease or terminal illness, are predicted as more likely to present themselves for treatment during the Out of Hours Period.*
- 6.7 *Nothing in paragraphs 6.5 and 6.6 will require a Provider whose Contract does not include the provision of Out of Hours services to make itself available during the Out of Hours Period.*
- 6.7A *The Provider must comply with the requirements in paragraph 6.7B where it is:*
- 6.7A.1 *signed up to the Network Contract Directed Enhanced Scheme ("the Scheme"); or*
- 6.7A.2 *not signed up to the Scheme but its Registered Service Users or Temporary Residents, are provided with services under the Scheme ("the DES Services") by a Provider which is a member of a Primary Care Network.*
- 6.7B *The requirements specified in this paragraph are that the Provider must:*
- 6.7B.1 *co-operate, in so far as is reasonable, with any person responsible for the provision of the DES Services;*
- 6.7B.2 *comply in Core Hours with any reasonable request for information from such a person or from the Commissioner relating to the provision of the DES Services;*
- 6.7B.3 *have due regard to guidance published by the Commissioner;*
- 6.7B.4 *participate in Primary Care Network meetings, in so far as is reasonable;*
- 6.7B.5 *take reasonable steps to provide information to its Registered Service Users about the DES Services, including information on how to access the DES Services and any changes to them; and*
- 6.7B.6 *ensure that it has in place suitable arrangements to enable the sharing of data to support the delivery of the DES Services, business administration and analysis activities.*
- 6.7C *For the purposes of paragraphs 6.7A and 6.7B:*
- 6.7C.1 *"Primary Care Network" means a network of contractors and other providers of services which has been approved by the Commissioner, serving an identified geographical area; and*
- 6.7C.2 *"the Scheme" and "the DES Services" have the meanings given in paragraph 6.7A.*
- 6.8 *If the Provider ceases to be required to provide to its Service Users:*
- 6.8.1 *a particular APMS Service; or*
- 6.8.2 *Out of Hours Services, either at all or in respect of some periods or some Services, it must comply with any reasonable request for information relating to the provision of that Service or those Services made by the Commissioner or by any person with whom the Commissioner intends to enter into a contract for the provision of such Services.*

7 Storage of Vaccines

7.1 The Provider must ensure that:

7.1.1 all vaccines are stored in accordance with the manufacturer's instructions; and

7.1.2 all refrigerators in which vaccines are stored have a maximum/minimum thermometer and that readings are taken on all Operational Days. Such readings must be recorded in a maintenance log and an immediate response initiated (within agreed Practice opening hours) if readings are outside the acceptable range. The maintenance log must be available for inspection at the relevant premises by the Commissioner at any time.

8 Infection Control

8.1 The Provider must ensure that it has appropriate arrangements for infection control and decontamination, as reasonably determined by the Commissioner.

9 Persons Who Perform the APMS Services – Qualifications of Performers

9.1 Subject to paragraphs 9.2 and 9.6A, no medical practitioner will perform Primary Medical Services under the Contract unless he is:

9.1.1 included in the Medical Performers List and has provided documentary evidence of the same to the Provider;

9.1.2 not suspended from that list or from the Medical Register; and

9.1.3 not subject to interim suspension under section 41A of the Medical Act 1983 (interim orders).

9.2 Paragraph 9.1.1 shall not apply in the case of:

9.2.1 a person who is provisionally registered under sections 15, 15A or 21 of the Medical Act 1983 acting in the course of his employment in a resident medical capacity in an Approved Medical Practice;

9.2.2 a GP Specialty Registrar who has applied to NHS England to have his name included in its Medical Performers List until either the first of the following events arises:

9.2.2.1 NHS England notifies him of its decision on that application; or

9.2.2.2 the end of a period of 3 months, starting with the date on which that GP Specialty Registrar begins a postgraduate medical education and training scheme necessary for the award of a CCT;

9.2.3 a medical practitioner, who:

9.2.3.1 is not a GP Registrar;

9.2.3.2 is undertaking a programme of post-registration supervised clinical practice supervised by the General Medical Council;

9.2.3.3 has notified both the Co-ordinating Commissioner and the Commissioner that he will be undertaking part or all of a post-graduate programme in England at least twenty-four (24) hours before commencing any part of that programme; and

9.2.3.4 has, with that notification, provided both the Co-ordinating Commissioner and the Commissioner with evidence sufficient for it to satisfy itself that he

is undertaking a Post-Registration Programme,

but only in so far as any medical services that the medical practitioner performs constitute part of a Post-Registration Programme.

- 9.3 No Health Care Professional other than one to whom paragraphs 9.1 and 9.2 apply may perform clinical services under this Schedule unless he is registered with his relevant professional body and his registration is not currently suspended.
- 9.4 Where the registration of a Health Care Professional or, in the case of a medical practitioner, his inclusion in a Primary Care List is subject to conditions, the Provider must ensure compliance with those conditions insofar as they are relevant to the Contract.
- 9.5 No Health Care Professional may perform any clinical services unless he has such clinical experience and training as are necessary to enable him properly to perform such services.
- 9.6 Before employing or engaging any person to assist it in the provision of the APMS Services, the Provider must take reasonable care to satisfy itself that the person in question is both suitably qualified, including meeting the requirements in paragraphs 9.1 and 9.3, and competent to discharge the duties for which he is to be employed or engaged.
- 9.6A Where the prospective employee is a GP Specialty Registrar, paragraph 9.1.1 shall apply but subject to the following modifications:
- 9.6A.1 the GP Specialty Registrar is treated as having provided documentary evidence of the GP Specialty Registrar's Application to the relevant Commissioner for inclusion in the Medical Performers List; and
- 9.6A.2 confirmation that the GP Specialty Registrar's name appears on that list is not required until the end of the first two months of the GP Specialty Registrar's training period.
- 9.7 When considering the competence and suitability of any person for the purpose of paragraph 9.6, the Provider must have regard, in particular, to:
- 9.7.1 that person's academic and vocational qualifications;
- 9.7.2 his education and training; and
- 9.7.3 his previous employment or work experience.
- 9.8 The Provider must notify the Commissioner as soon as possible in the event that any Health Care Professional is:
- 9.8.1 referred to the relevant professional body for alleged misconduct; or
- 9.8.2 removed from the Relevant Register.

10 Training

- 10.1 Without prejudice to the requirements in GC5 (*Staff*) the Provider must ensure that for any Health Care Professional who is:
- 10.1.1 performing the APMS Services; or
- 10.1.2 employed or engaged to assist in the performance of the APMS Services,
- there are in place arrangements for the purpose of maintaining and updating his skills and knowledge in relation to the services which he is performing or assisting in performing.

- 10.2 The Provider must afford to each employee reasonable opportunities to undertake appropriate training with a view to maintaining that employee's competence.
- 10.3 The Provider must co-operate with the Secretary of State in the discharge of the duty under section 1F of the 2006 Act (duty as to education and training), or co-operate with Health Education England where Health Education England is discharging that duty by virtue of a direction 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.).

11 Appraisal and Assessment

- 11.1 Without prejudice to the requirements of GC5 (*Staff*), the Provider must ensure that any medical practitioner performing APMS Services participates in an appropriate appraisal system and co-operates with the Commissioner in relation to the Commissioner's patient safety functions.

12 Arrangements for GP Specialty Registrars

- 12.1 The Provider must only employ or engage a GP Specialty Registrar subject to the following conditions in paragraph 12.2.
- 12.2 The conditions referred to in paragraph 12.1 are that the Provider must not, by reason only of having employed or engaged a GP Specialty Registrar, reduce the total number of hours for which other medical practitioners perform APMS Services or for which other Staff assist them in the performance of those services.
- 12.3 Where the Provider employs a GP Specialty Registrar, it must offer the GP Speciality Registrar terms of employment in accordance with such rates and subject to the conditions as are approved by the Secretary of State concerning the grants, fees, travelling and other allowances payable to GP Specialty Registrars and take into account the guidance contained in the document entitled "A Reference Guide to Postgraduate Speciality Training in the UK".

13 Signing of Documents

- 13.1 In addition to any other requirements relating to such documents whether in this Contract or otherwise, the Provider must ensure:
- 13.1.1 that the documents specified in paragraph 13.2 include:
- 13.1.1.1 the clinical profession of the Health Care Professional who signed the document; and
- 13.1.1.2 the name of the Provider on whose behalf it is signed; and
- 13.1.2 that the documents specified in paragraph 13.3 include the clinical profession of the Health Care Professional who signed the document.
- 13.2 The documents referred to in paragraph 13.1.1 are:
- 13.2.1 certificates issued in accordance with paragraph 39.1 below, unless regulations relating to particular certificates provide otherwise; and
- 13.2.2 any other clinical documents, apart from:
- 13.2.2.1 Home Oxygen Order Forms; and
- 13.2.2.2 those documents specified in paragraph 13.3.
- 13.3 The documents referred to in paragraph 13.1.2 are Batch Issues, Prescription Forms and Repeatable Prescriptions.

13.4 The Provider must keep an up to date register of authorised signatories and must promptly notify the Commissioner in the event of any changes from time to time.

14 Prescribing

14.1 The Provider must ensure that:

14.1.1 any Prescription Form or Repeatable Prescription for drugs, medicines or Appliances issued or created by a Prescriber;

14.1.2 any Home Oxygen Order Form issued by a Health Care Professional; and

14.1.3 any Listed Medicines Voucher issued by a Prescriber or any other person acting under the contract,

complies as appropriate with the requirements in paragraphs 14.3 to 21 (inclusive).

14.2 For the purposes of this paragraph and paragraphs 14.3 to 21 (inclusive), in their application to a Provider who provides contraceptive services, drugs includes contraceptive substances and Appliances includes contraceptive appliances.

14.3 Subject to paragraphs 14.3A, 14.3B, 14.4 and 14.6 and to paragraphs 19 and 20, a Prescriber must order any drugs, medicines or Appliances which are needed for the treatment of any Service User by:

14.3.1 issuing to that Service User a Non-Electronic Prescription Form or Non-Electronic Repeatable Prescription completed in accordance with paragraph 14.8; or

14.3.2 where paragraph 15.1 applies, creating and transmitting an Electronic Prescription,

and such a Non-Electronic Prescription Form, Non-Electronic Repeatable Prescription or Electronic Prescription may not be used in any other circumstances.

14.3A If, on a particular occasion when a drug, medicine or Appliance is needed as mentioned in paragraph 14.3:

14.3A.1 the Prescriber is able, without delay, to order the drug, medicine or Appliance by means of an Electronic Prescription;

14.3A.2 the Electronic Prescription Service software that the Prescriber would use for that purpose provides for the creation and transmission of Electronic Prescriptions without the need for a Nominated Dispenser; and

14.3A.3 none of the reasons for issuing a Non-Electronic Prescription Form or a Non-Electronic Repeatable Prescription given in paragraph 14.3B apply,

the Prescriber must create and transmit an Electronic Prescription for that drug, medicine or Appliance.

14.3B The reasons given in this paragraph are:

14.3B.1 although the Prescriber is able to use the Electronic Prescription Service, the Prescriber is not satisfied that:

14.3B.1.1 the access that the Prescriber has to the Electronic Prescription Service is reliable, or

14.3B.1.2 the Electronic Prescription Service is functioning reliably;

- 14.3B.2 the Service User, or where appropriate the Service User's authorised person, informs the Prescriber that the Service User wants the option of having the prescription dispensed elsewhere than in England;
 - 14.3B.3 the Service User, or where appropriate the Service User's authorised person, insists on the Service User being issued with a Non-Electronic Prescription Form or a Non-Electronic Repeatable Prescription for a particular prescription and in the professional judgment of the Prescriber the welfare of the Service User is likely to be in jeopardy unless a Non-Electronic Prescription Form or a Non-Electronic Repeatable Prescription is issued;
 - 14.3B.4 the prescription is to be issued before the Provider's EPS Phase 4 Date or the Provider has no such date.
- 14.4 A Health Care Professional must order any Home Oxygen Services which are needed for the treatment of any Service User by issuing a Home Oxygen Order Form.
- 14.5 Not used.
- 14.6 During an outbreak of an illness for which a Listed Medicine may be used for treatment or for prophylaxis, if:
- 14.6.1 the Secretary of State or the relevant Commissioner has made arrangements for the distribution of a Listed Medicine free of charge;
 - 14.6.2 those arrangements contain criteria set out in a protocol which enable persons who are not Prescribers to identify the symptoms of, and whether there is a need for treatment or prophylaxis of, that disease;
 - 14.6.3 a person acting on behalf of the Provider, who is not a Prescriber but who is authorised to order Listed Medicines by the Commissioner, has applied the criteria referred to in paragraph 14.6.2 to any Service User; and
 - 14.6.4 having applied the criteria, the person acting on behalf of the Provider has concluded that the Listed Medicine is needed for treatment or prophylaxis of that Service User,
- the person acting on behalf of the Provider must order that Listed Medicine by using a Listed Medicines Voucher, which the person ordering the Listed Medicine must sign.
- 14.7 A Prescriber may order drugs, medicines or Appliances on a Repeatable Prescription only where the drugs, medicines or Appliances are to be provided more than once.
- 14.8 In issuing any Non-Electronic Prescription Form or Non-Electronic Repeatable Prescription the Prescriber must himself sign the Prescription Form or Repeatable Prescription in ink with his initials, or forenames, and surname in his own handwriting and not by means of a stamp and may so sign only after particulars of the order have been inserted in the Prescription Form or Repeatable Prescription.
- 14.9 A Prescription Form or Repeatable Prescription must not refer to any previous Prescription Form or Repeatable Prescription.
- 14.10 A separate Prescription Form or Repeatable Prescription must be used for each Service User, except where a bulk prescription is issued for a school or institution under paragraph 21.
- 14.11 A Home Oxygen Order Form must be signed by a Health Care Professional.
- 14.12 Where a Prescriber orders the drug buprenorphine or diazepam or a drug specified in Schedule 2 to the Misuse of Drugs Regulations 2001 (controlled drugs to which regulations 14, 15, 16, 18, 19, 20, 21, 23, 26 and 27 of those Regulations apply) for supply by instalments for treating addiction to any drug specified in that schedule, he must:

- 14.12.1 use only the Non-Electronic Prescription Form provided specially for the purposes of supply by instalments;
 - 14.12.2 specify the number of instalments to be dispensed and the interval between each instalment; and
 - 14.12.3 order only such quantity of the drug as will provide treatment for a period not exceeding 14 days.
- 14.13 The Non-Electronic Prescription Form provided specially for the purpose of supply by instalments must not be used for any purpose other than ordering drugs in accordance with paragraph 14.12.
- 14.14 In a case of urgency a Prescriber may request a Chemist to dispense a drug before a Prescription Form or Repeatable Prescription is issued or created, only if:
- 14.14.1 that drug or medicine is not a Scheduled Drug;
 - 14.14.2 that drug is not a Controlled Drug within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being specified in Schedules 4 or 5 to the Misuse of Drugs Regulations 2001; and
 - 14.14.3 he undertakes to:
 - 14.14.3.1 furnish the Chemist within 72 hours with a Non-Electronic Prescription Form or Non-Electronic Repeatable Prescription completed in accordance with paragraph 14.8; or
 - 14.14.3.2 transmit to the Electronic Prescription Service within 72 hours an Electronic Prescription.
- 14.15 In a case of urgency a Prescriber may request a Chemist to dispense an Appliance before a Prescription Form or Repeatable Prescription is issued or created only if:
- 14.15.1 that Appliance does not contain a Scheduled Drug or a Controlled Drug within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being specified in Schedule 5 to the Misuse of Drugs Regulations 2001;
 - 14.15.2 in the case of a Restricted Availability Appliance, the Service User is a person, or it is for a purpose, specified in the Drug Tariff; and
 - 14.15.3 he undertakes to:
 - 14.15.3.1 furnish the Chemist within 72 hours with a Non-Electronic Prescription Form or Non-Electronic Repeatable Prescription completed in accordance with paragraph 14.8; or
 - 14.15.3.2 transmit to the Electronic Prescription Service within 72 hours an Electronic Prescription.
- 14.16 Not used.

15 Electronic Prescriptions

- 15.1 A Prescriber may only order drugs, medicines or Appliances by means of an Electronic Prescription if the prescription is not:
- 15.1.1 for a Controlled Drug within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being specified in Schedule 4 or 5 to the Misuse of Drugs Regulations 2001;

- 15.1.2 for supply by instalments under paragraph 14.12; or
- 15.1.3 a bulk prescription issued for a school or institution under paragraph 21.
- 15.1A If a Prescriber orders a drug, medicine or Appliance by means of an Electronic Prescription, the Prescriber must issue the Service User with:
 - 15.1A.1 subject to paragraph 15.1C, an EPS Token; and
 - 15.1A.2 if the Service User, or where appropriate an authorised person, so requests, a written record of the prescription that has been created.
- 15.1B On and after the Provider's EPS Phase 4 Date, if the order is eligible for Electronic Prescription Service use, the Prescriber must ascertain if the Service User, or where appropriate the Service User's authorised person, wants to have the Electronic Prescription dispensed by a Nominated Dispenser.
- 15.1C The prescriber must not issue the Service User with an EPS Token if the Service User, or where appropriate the Service User's authorised person, wants to have the Electronic Prescription dispensed by a Nominated Dispenser.
- 15.2 A Health Care Professional may not order Home Oxygen Services by means of an Electronic Prescription.

16 Nomination of Dispensers for the Purpose of Electronic Prescriptions

- 16.1 Where the Provider is authorised to use the Electronic Prescription Service for its Service Users it must, if a Service User, or where appropriate the Service User's authorised person, so requests, enter into the particulars relating to that Service User which is held in the Service User Demographic Service which is operated by NHS Digital:
 - 16.1.1 where he does not have a Nominated Dispenser, the Dispenser chosen by that Service User, or where appropriate the Service User's authorised person; and
 - 16.1.2 where he does have a Nominated Dispenser:
 - 16.1.2.1 a replacement Dispenser; or
 - 16.1.2.2 a further Dispenser,chosen by that Service User.
- 16.2 Paragraph 16.1.2.2 will not apply if the number of Nominated Dispensers would thereby exceed the maximum number permitted by the Electronic Prescription Service.
- 16.3 The Provider:
 - 16.3.1 must not seek to persuade a Service User to nominate a Dispenser recommended by the Prescriber or the Provider; and
 - 16.3.2 must, if asked by the Service User to recommend a Chemist whom he might nominate as his Dispenser, provide the Service User with the list of all the Chemists in the area who provide an Electronic Prescription Service as given to the Provider by the relevant Commissioner.

17 Repeatable Prescribing Services

- 17.1 The Provider may only provide Repeatable Prescribing Services to any person on its List of Service Users if it:
- 17.1.1 satisfies the conditions in paragraph 17.2; and
 - 17.1.2 has notified, the relevant Commissioner of its intention to provide Repeatable Prescribing Services in accordance with paragraphs 17.3 and 17.4.
- 17.2 The conditions referred to in paragraph 17.1.1 are:
- 17.2.1 the Provider has access to computer systems and software which enable it to issue Non-Electronic Repeatable Prescriptions and Batch Issues; and
 - 17.2.2 the Provider's Premises at which the Repeatable Prescribing Services are to be provided are located in the Local Authority area in which there is also located the premises of at least one Chemist who has undertaken to provide, or has entered into an arrangement to provide, Repeat Dispensing Services.
- 17.3 The notification referred to in paragraph 17.1.2 is a notification, in Writing, by the Provider to the relevant Commissioner that it:
- 17.3.1 wishes to provide Repeatable Prescribing Services;
 - 17.3.2 intends to begin to provide those services from a specified date; and
 - 17.3.3 satisfies the conditions in paragraph 17.2.
- 17.4 The date specified by the Provider pursuant to paragraph 17.3.2 must be at least ten days after the date on which the notification specified in paragraph 17.1 is given.
- 17.5 Nothing in this paragraph requires a Provider or Prescriber to provide Repeatable Prescribing Services to any person.
- 17.6 A Prescriber may only provide Repeatable Prescribing Services to a person on a particular occasion if:
- 17.6.1 that person has agreed to receive such services on that occasion; and
 - 17.6.2 the Prescriber considers that it is clinically appropriate to provide such services to that person on that occasion.
- 17.7 The Provider may not provide Repeatable Prescribing Services to any Service User to whom any of the persons specified in paragraph 17.8 is authorised or required by the relevant Commissioner in accordance with arrangements made under section 126 (arrangements for pharmaceutical services) and section 129 (regulations as to pharmaceutical services) of the 2006 Act to provide pharmaceutical services.
- 17.8 The persons referred to in paragraph 17.7 are:
- 17.8.1 a medical practitioner who is a party to this Contract;
 - 17.8.2 in the case of a Contract with a qualifying body (as defined in the PMS Agreements Regulations), any medical practitioner who is both a legal and beneficial shareholder in that body; or
 - 17.8.3 any medical practitioner employed by the Provider.

18 Repeatable Prescriptions

- 18.1 A Prescriber who issues a Non-Electronic Repeatable Prescription must at the same time issue the appropriate number of Batch Issues.
- 18.2 Where a Prescriber wishes to make any change to the type, quantity, strength or dosage of drugs, medicines or Appliances ordered on a Service User's Repeatable Prescription he must:
- 18.2.1 in the case of a Non-Electronic Repeatable Prescription:
- 18.2.1.1 notify the Service User; and
- 18.2.1.2 make reasonable efforts to notify the Chemist providing Repeat Dispensing Services to that Service User,
- that the original Repeatable Prescription should no longer be used to obtain or provide Repeat Dispensing Services and make arrangements for a replacement Repeatable Prescription to be issued to that Service User; or
- 18.2.2 in the case of an Electronic Repeatable Prescription:
- 18.2.2.1 arrange with the Electronic Prescription Service for the cancellation of the original Repeatable Prescription; and
- 18.2.2.2 create a replacement Electronic Repeatable Prescription relating to that Service User and notify him that he has done so.
- 18.3 A Prescriber who has created an Electronic Repeatable Prescription for a Service User must as soon as practicable arrange with the Electronic Prescription Service for its cancellation if, before the expiry of that prescription:
- 18.3.1 he considers that it is no longer appropriate or safe for that Service User to receive the drugs, medicines or Appliances ordered on his Electronic Repeatable Prescription or no longer appropriate or safe for him to continue to receive Repeatable Prescribing Services;
- 18.3.2 he has issued the Service User with a Non-Electronic Repeatable Prescription in place of the Electronic Repeatable Prescription; or
- 18.3.3 it comes to his notice that that Service User has been removed from the List of Service Users of the Provider on whose behalf the prescription was issued.
- 18.4 Where a Prescriber has cancelled a person's Electronic Repeatable Prescription in accordance with paragraph 18.3 he must, as soon as is practicable, notify that person.
- 18.5 A Prescriber who has issued a Non-Electronic Repeatable Prescription in respect of a person must, as soon as practicable, make reasonable efforts to notify the Chemist that that Repeatable Prescription should no longer be used to provide Repeat Dispensing Services to that person, if, before the expiry of that Repeatable Prescription:
- 18.5.1 he considers that it is no longer appropriate or safe for that person to receive the drugs, medicines or Appliances ordered on his Repeatable Prescription or no longer appropriate or safe for him to continue to receive Repeatable Prescribing Services;
- 18.5.2 he issues or creates a further Repeatable Prescription in respect of the person to replace the original Repeatable Prescription other than in the circumstances referred to in paragraph 18.2.1 (for example, because the person wishes to obtain the drugs, medicines or Appliances from a different Chemist); or

18.5.3 it comes to his notice that that person has been removed from the List of Service Users of the Provider on whose behalf the prescription was issued.

18.6 Where the circumstances in paragraph 18.5 apply, the Prescriber must as soon as practicable notify the person on whose behalf the Non-Electronic Repeatable Prescription was issued that that Repeatable Prescription should no longer be used to obtain Repeat Dispensing Services.

18A Electronic Repeat Dispensing Services

18A.1 Subject to Paragraphs 14.3 to 14.15, 15, 17 and 18.2.2 to 18.4, 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 where it is clinically appropriate to do so for that Service User on that occasion.

18A.2 In this Paragraph 18A, "Electronic Repeat Dispensing" means dispensing as part of pharmaceutical services or local pharmaceutical services which involves the provision of drugs, medicines or Appliances accordance with an Electronic Repeatable Prescription.

18.7 In the course of treating a Service User, a medical practitioner must not order on a Listed Medicines Voucher, a Prescription Form or Repeatable Prescription a drug, medicine or other substance specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being drugs, medicines or other substances which may not be ordered for Service Users in the provision of medical services under a general medical services contract but may, subject to paragraph 40.1.2, prescribe such a drug, medicine or other substance for that Service User in the course of that treatment under a private arrangement.

18.8 In the course of treating a Service User, a medical practitioner must not order on a Listed Medicines Voucher, a Prescription Form or Repeatable Prescription a drug, medicine or other substance specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless:

18.8.1 that Service User is a person of the specified description;

18.8.2 that drug, medicine or other substance is prescribed for that Service User only for the specified purpose; and

18.8.3 if the order is on a Prescription Form, the practitioner includes:

18.8.3.1 the reference SLS; or

18.8.3.2 if the order is under arrangements made by the Secretary of State or the Commissioner for the distribution of a Listed Medicine free of charge, the reference ACP, but may, subject to paragraph 40.1.2, prescribe such a drug for that Service User in the course of that treatment under a private arrangement.

18.9 In the course of treating a Service User to whom he is providing treatment under the Contract, a medical practitioner must not order on a Prescription Form or Repeatable Prescription a Restricted Availability Appliance unless:

18.9.1 the Service User is a person, or it is for a purpose, specified in the Drug Tariff; and

18.9.2 the practitioner includes on the Prescription Form the reference SLS,

but may, subject to paragraph 40.1.2, prescribe such an Appliance for that Service User in the course of that treatment under a private arrangement.

18.10 In the course of treating a Service User, a medical practitioner must not order on a Repeatable

Prescription a Controlled Drug within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being specified in Schedule 4 or 5 to the Misuse of Drugs Regulations 2001, but may, subject to paragraph 40.1.2, prescribe such a drug for that Service User in the course of that treatment under a private arrangement.

- 18.11 Nothing in paragraphs 19.1 to 19.4 prevents a medical practitioner, in the course of treating a Service User, from prescribing a drug, medicine or other substance or, as the case may be, a Restricted Availability Appliance or a Controlled Drug within the meaning of section 2 of the Misuse of Drugs Act 1971 for the treatment of that Service User under a private arrangement.
- 18.12 Where under paragraph 19.5, a drug, medicine or other substance is prescribed under a private arrangement, and the Order is not for a drug specified in Schedule 2 or 3 of the Misuse of Drugs Regulations 2001, it may be transmitted by the Electrical Prescription Service. If the order is for a drug specified in Schedule 2 or 3 of the Misuse of Drugs Regulations 2001, it must be transmitted by the Electronic Prescription Service.

19 Restrictions on Prescribing by Supplementary Prescribers and Arrangements for Supplementary Prescribers

19.1 Where the Provider employs or engages a Supplementary Prescriber and that person's functions include prescribing, the Provider must have arrangements in place to secure that a Supplementary Prescriber will:

- 19.1.1 issue or create a prescription for a Prescription Only Medicine;
- 19.1.2 administer a Prescription Only Medicine for parenteral administration; or
- 19.1.3 give directions for the administration of a Prescription Only Medicine for parenteral administration,

as a Supplementary Prescriber only under the conditions set out in paragraph 20.2.

19.2 The conditions referred to in paragraph 20.1 are that:

- 19.2.1 the person satisfies the applicable conditions set out in regulation 215 of the Human Medicines Regulations 2012 (prescribing and administration by Supplementary Prescribers), unless those conditions do not apply by virtue of any of the exemptions set out in the subsequent provisions of those Regulations;
- 19.2.2 the drug, medicine or other substance is not specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which may not be ordered for Service Users in the provision of medical services under a general medical services contract; and
- 19.2.3 the drug, medicine or other substance is not specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which can only be ordered for specified Service Users and specified purposes unless:
 - 19.2.3.1 the Service User is a person of the specified description;
 - 19.2.3.2 the medicine is prescribed for that Service User only for the specified purposes; and
 - 19.2.3.3 if the Supplementary Prescriber is issuing or creating a prescription on a Prescription Form, the Prescriber includes on the form the reference SLS or, in the case of a Listed Medicine ordered under arrangements made by the Secretary of State or the relevant Commissioner for the medicine's distribution free of charge, the reference ACP.

19.3 Where the functions of a Supplementary Prescriber include prescribing, the Provider must have arrangements in place to secure that that person will only issue or create a prescription for:

19.3.1 an Appliance; or

19.3.2 a medicine which is not a Prescription Only Medicine,

as a Supplementary Prescriber under the conditions set out in paragraph 20.4.

19.4 The conditions referred to in paragraph 20.3 are that:

19.4.1 the Supplementary Prescriber acts in accordance with a clinical management plan which is in effect at the time he acts and which contains the following particulars:

19.4.1.1 the name of the Service User to whom the plan relates;

19.4.1.2 the illness or conditions which may be treated by the Supplementary Prescriber;

19.4.1.3 the date on which the plan is to take effect, and when it is to be reviewed by the medical practitioner or dentist who is a party to the plan;

19.4.1.4 reference to the class or description of medicines or types of Appliances which may be prescribed or administered under the plan;

19.4.1.5 any restrictions or limitations as to the strength or dose of any medicine which may be prescribed or administered under the plan, and any period of administration or use of any medicine or Appliance which may be prescribed or administered under the plan;

19.4.1.6 relevant warnings about known sensitivities of the Service User to, or known difficulties of the Service User with, particular medicines or Appliances;

19.4.1.7 the arrangements for notification of:

19.4.1.7.1 suspected or known adverse reactions to any medicine which may be prescribed or administered under the plan, and suspected or known adverse reactions to any other medicine taken at the same time as any medicine prescribed or administered under the plan; and

19.4.1.7.2 incidents occurring with the Appliance which might lead, might have led or has led to the death or serious deterioration of state of health of the Service User; and

19.4.1.8 the circumstances in which the Supplementary Prescriber should refer to, or seek the advice of, the medical practitioner or dentist who is a party to the plan;

19.4.2 he has access to the health records of the Service User to whom the plan relates which are used by any medical practitioner or dentist who is a party to the plan;

19.4.3 if it is a prescription for a drug, medicine or other substance, that drug, medicine or other substance is not specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which may not be ordered for Service Users in the provision of medical services under a general medical services contract;

19.4.4 if it is a prescription for a drug, medicine or other substance, that drug, medicine or other substance is not specified in any directions given by the Secretary of State under section

88 of the 2006 Act as being a drug, medicine or other substance which can only be ordered for specified Service Users and specified purposes unless:

- 19.4.4.1 the Service User is a person of the specified description;
 - 19.4.4.2 the medicine is prescribed for that Service User only for the specified purposes; and
 - 19.4.4.3 when issuing or creating the prescription, he includes on the Prescription Form the reference SLS;
- 19.4.5 if it is a prescription for an Appliance, the Appliance is listed in Part IX of the Drug Tariff; and
- 19.4.6 if it is a prescription for a Restricted Availability Appliance:
- 19.4.6.1 the Service User is a person of a description mentioned in the entry in Part IX of the Drug Tariff in respect of that Appliance;
 - 19.4.6.2 the Appliance is prescribed only for the purposes specified in respect of that person in that entry; and
 - 19.4.6.3 when issuing or creating the prescription, he includes on the Prescription Form the reference SLS.
- 19.5 In paragraph 20.4.1, "clinical management plan" means a written plan (which may be amended from time to time) relating to the treatment of an individual Service User agreed by:
- 19.5.1 the Service User to whom the plan relates;
 - 19.5.2 the medical practitioner or dentist who is a party to the plan; and
 - 19.5.3 any Supplementary Prescriber who is to prescribe, give directions for administration or administer under the plan.

20 Bulk Prescribing

- 20.1 Where:
- 20.1.1 a Provider is responsible under this Contract for the treatment of 10 or more persons in a school or other institution in which at least 20 persons normally reside; and
 - 20.1.2 a Prescriber orders, for any two or more of those persons for whose treatment the Provider is responsible, drugs, medicines or Appliances to which this paragraph applies,
- the Prescriber may use a single Non-Electronic Prescription Form for the purpose.
- 20.2 The Provider must ensure that where a Prescriber uses a single Non-Electronic Prescription Form for the purpose mentioned in paragraph 21.1.2, he must (instead of entering on the form the names of the persons for whom the drugs, medicines or Appliances are ordered) enter on the form:
- 20.2.1 the name of the school or institution in which those persons reside; and
 - 20.2.2 the number of persons residing there for whose treatment the Provider is responsible.
- 20.3 Paragraph 21 applies to any drug, medicine or Appliance which can be supplied as part of pharmaceutical services or local pharmaceutical services and which:

20.3.1 in the case of a drug or medicine, is not a Prescription Only Medicine; or

20.3.2 in the case of an Appliance, does not contain such a product.

21 Excessive Prescribing

21.1 The Provider must not prescribe drugs and Appliances whose cost or quantity, in relation to any Service User, is, by reason of the character of the drug, medicine or Appliance in question, in excess of that which was reasonably necessary for the proper treatment of that Service User.

22 Provision of Drugs, Medicines and Appliances for Immediate Treatment or Personal Administration

22.1 Subject to paragraph 23.2, a Provider:

22.1.1 must provide to a Service User any drug, medicine or Appliance, not being a Scheduled Drug, where such provision is needed for the immediate treatment of that Service User before a provision can otherwise be obtained; and

22.1.2 may provide to a Service User any drug, medicine or Appliance, not being a Scheduled Drug, which he personally administers or applies to that Service User,

but must, in either case, provide a Restricted Availability Appliance only if it is for a person or a purpose specified in the Drug Tariff.

22.2 Nothing in paragraph 23.1 authorises a person to supply any drug or medicine to a Service User otherwise than in accordance with Part 12 of the Human Medicines Regulations 2012.

23 Service Users

23.1 Except where specifically stated otherwise in respect of particular APMS Services, the Provider must provide the APMS Services to:

23.1.1 Registered Service Users;

23.1.2 Temporary Residents;

23.1.3 persons to whom the Provider is required to provide emergency or immediately necessary treatment;

23.1.4 any person for whom the Provider is responsible under regulation 30 of the GMS Contracts Regulations;

23.1.5 any other person to whom the Provider is responsible under arrangements made with another provider; and

23.1.6 any other person to whom the Provider has agreed to provide APMS Services under this Contract.

24 Service Users – List of Service Users

25.1 *The Provider's List of Service Users is [open/closed] and the circumstances in which the status of the list may change shall be in accordance with the relevant Commissioner's policy.*

25.2 *Where the Contract requires the Provider to have a List of Service Users, then the relevant Commissioner may assign Service Users to the Provider, from time to time, in accordance with the relevant Commissioner's policy.*

25.3 *Where the Contract requires the Provider to provide Primary Medical Essential Services and have a List of Service Users, the relevant Commissioner must prepare and keep up to date a list of the Service Users:*

25.3.1 *who have been accepted by the Provider for inclusion in the Provider's List of Service Users in accordance with the terms of the Contract and who have not subsequently been removed from that list in accordance with the terms of the Contract; and*

25.3.2 *where applicable, who have been assigned to the Provider in accordance with the terms of the Contract and whose assignment has not been rescinded.*

25.3A *The Provider agrees, following receipt of a reasonable written request by the Commissioner:*

25.3A.1 *to take appropriate steps as soon as is reasonably practicable to correct and update Service User data held on the Provider's computerised clinical systems, and where necessary register or deregister Service Users to ensure the List of Service Users is accurate; and*

25.3A.2 *to provide information relating to its List of Service Users as soon as is reasonably practicable and, in any event, no later than thirty (30) days from the date on which the request was received by the Provider, in order to assist the Commissioner in the exercise of its duties under paragraph 25.3.1, contacting Service Users where reasonably necessary to confirm that their Service User data is correct.*

25.4 *The Provider must ensure that for each of its Registered Service Users aged 75 and over there is assigned an Accountable GP.*

25.5 *The Accountable GP must:*

25.5.1 *take lead responsibility for ensuring that all Services are, to the extent that their provision is considered necessary to meet the needs of the Service User, delivered to the Service User;*

25.5.2 *take all reasonable steps to recognise and appropriately respond to the physical and psychological needs of the Service User in a timely manner;*

25.5.3 *ensure that the Service User receives a Health Check if, and within a reasonable period after, one has been requested; and*

25.5.4 *work co-operatively with other health and social care professionals who may become involved in the care and treatment of the Service User to ensure the delivery of a multi-disciplinary care package designed to meet the needs of the Service User.*

25.6 *The Provider must:*

25.6.1 *inform the Service User, in such manner as is considered appropriate by the Provider, 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 Service User;*

25.6.2 *inform the Service User 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 Service User; and*

25.6.3 *where the Provider considers it to be necessary, assign a replacement Accountable GP to the Service User and give notice to the Service User accordingly.*

25.7 *The Provider must comply with the requirement in paragraph 25.6.1:*

25.7.1 *in the case of any person who is included in the List of Service Users immediately before*

1 April 2014 and:

- 25.7.2 *is aged 75 or over on or before that date, by 30 June 2014; or*
- 25.7.3 *who attains the age of 75 after that date, within 21 days from the date on which that person attained that age; or*
- 25.7.4 *in the case of any person aged 75 or over who is accepted by the Provider as a Registered Service User on or after 1 April 2014, within 21 days from the date on which that person is so accepted.*

25A NHS e-Referral Service (e-RS)

- 25A.1 *Except in the case of a Provider to which paragraph 25A.2 or 25A.3 applies, the Provider must require the use in the Provider's Premises of the system for electronic referrals known as the NHS e-Referral Service ("e-RS") in respect of each referral of any of its Registered Service Users to a first consultant-led out-patient appointment for medical services under the 2006 Act in respect of which the facility to use e-RS is available.*
- 25A.2 *This paragraph applies to a Provider which does not yet have e-RS in place for use in the Provider's Premises.*
- 25A.3 *This paragraph applies to a Provider which:*
 - 25A.3.1 *is experiencing technical or other practical difficulties which are preventing the use, or effective use, of e-RS in the Provider's Premises; and*
 - 25A.3.2 *has notified the Commissioner that this is the case.*
- 25A.4 *A Provider to which paragraph 25A.2 applies must require the use in the Provider's Premises of alternative means of referring its Registered Service Users to a first consultant-led outpatient appointment for medical services under the 2006 Act until such time as the Provider has e-RS in place for use in the Provider's Premises.*
- 25A.5 *A Provider to which paragraph 25A.3 applies:*
 - 25A.5.1 *must ensure that a plan is agreed between the Provider and the Commissioner for resolving the technical or other practical difficulties which are preventing the use, or effective use, of e-RS in the Provider's Premises; and*
 - 25A.5.2 *must require the use in the Provider's Premises of alternative means of referring its Registered Service Users to a first consultant-led out-patient appointment for medical services under the 2006 Act until such time as those technical or other practical difficulties have been resolved to the satisfaction of the Commissioner.*

25B Direct booking by NHS 111 or via a Connected Service

- 25B *The Provider must ensure that as a minimum the following number of appointments during Core Hours for its Registered Service Users are made available per day for direct booking by or via a service ("a Connected Service") approved by the Commissioner that is or may be accessed via NHS 111:*
 - 25B.1 *one, where a Provider has 3,000 Registered Service Users or fewer; or*
 - 25B.2 *one for each whole 3,000 Registered Service Users, where a Provider has more than 3,000 Registered Service Users.*

- 25C *The Provider must:*

- 25C.1 *configure its computerised systems to allow direct booking by NHS 111 or via a Connected Service;*
 - 25C.2 *monitor its booking system for appointments booked by NHS 111 or via a Connected Service;*
 - 25C.3 *assess the Post Event Message received from NHS 111 or via a Connected Service in order to decide whether an alternative to the booked appointment should be arranged, such as a telephone call to the Service User or an appointment with another Health Care Professional and where appropriate, make those arrangements; and*
 - 25C.4 *co-operate with the Commissioner in its oversight of direct booking by NHS 111 or via a Connected Service by providing any information relating to direct booking by NHS 111 or via a Connected Service which is reasonably required by the Commissioner.*
- 25D *The requirements in Paragraphs 25B and 25C do not apply where:*
- 25D.1 *the Commissioner and the Provider have agreed to suspend the requirements for operational reasons; or*
 - 25D.2 *the Provider does not have access to computer systems and software which would enable it to offer the service described in Paragraph 25B.*
- 25E *In Paragraphs 25B to 25D, "Post Event Message" means the electronic message which is sent to a Provider at the end of a telephone call to NHS 111 or via a Connected Service.*
- 25F *In order to assist in the management of a serious or potentially serious risk to human health arising as a consequence of a disease being, or in anticipation of a disease being imminently:*
- 25F.1 *pandemic; and*
 - 25F.2 *a serious risk or potentially a serious risk to human health;*

the Commissioner may with the agreement of the Secretary of State make an announcement to the effect that the minimum numbers of appointments mentioned in Paragraph 25B are modified in the circumstances specified (which may limit the area to which the modification relates), and for the duration of the period specified, in the announcement, and where the Commissioner does so, the minimum numbers are as so modified.

25G Registered Service Users from outside Service User Registration Area; variation of contractual terms

- 25G *Where the Provider provides Primary Medical Essential Services, the Provider may accept on its List of Service Users a person who resides outside of the Service User Registration Area. Where the Provider accepts any such person in accordance with this Paragraph 25G, Paragraphs 25G.1 to 25G.5 shall apply.*
- 25G.1 *Subject to Paragraphs 25G.4 and 25G.5, the terms of the Contract specified in Paragraph 25G.2 are varied so as to require the Provider to provide to the person any services which the Provider is required to provide to its Registered Service Users under the Contract as if the person resided within the Service User Registration Area.*
 - 25G.2 *The terms of the Contract specified for the purposes of Paragraphs 25G to 25G.5 are:*
 - 25G.2.1 *the terms under which the Provider is to provide Primary Medical Essential Services;*

- 25G.2.2 *any terms under which the Provider is required to provide Out of Hours Services to Service Users to whom it provides Primary Medical Essential Services; and*
- 25G.2.3 *Paragraph 3.2 (attendance at practice premises).*
- 25G.3 *Where, under Paragraph 25G, a Provider accepts onto its List of Service Users a person who resides outside of the Service User Registration Area and the Provider subsequently considers that it is not clinically appropriate or practical to continue to provide that Service User with services in accordance with the terms specified in Paragraph 25G.2, or to comply with those terms, the Commissioner's policy is deemed modified in relation to that Service User so that:*
- 25G.3.1 *in the Commissioner's policy the Provider is permitted to remove a Service User on the grounds of the Service User's disability or medical condition if the reason for the removal is that the Provider considers that it is not clinically appropriate or practical to continue to provide Services under the Contract to the Service User which do not include the provision of such Services at the Service User's home address.*
- 25G.4 *Where the Provider accepts a Service User in accordance with Paragraph 25G, the Provider and the Commissioner are each released, in relation to that Service User, from all obligations, rights and liabilities relating to the terms specified in Paragraph 25G.2 (including any right to enforce those terms) where, in the opinion of the Provider, it is not clinically appropriate or practical under those arrangements:*
- 25G.4.1 *to provide the services or access to services in accordance with those terms; or*
- 25G.4.2 *to comply with those terms.*
- 25G.5 *The Provider must notify a person in writing, where the Provider is minded to accept that person on its List of Service Users in accordance with Paragraph 25G, that the Provider is under no obligation to provide:*
- 25G.5.1 *Primary Medical Essential Services, and any other service in Core Hours, if, at the time treatment is required, it is not clinically appropriate or practical to provide Primary Medical Services given the particular circumstances of the Service User; or*
- 25G.5.2 *Out of Hours Services if, at the time treatment is required, it is not clinically appropriate or practical to provide such services given the particular circumstances of the Service User.*

25 Service User Preference of Practitioner

- 26.1 *Where the Provider has accepted an application for inclusion in its List of Service Users, it must:*
- 26.1.1 *notify the Service User (or, in the case of a Child or an adult who lacks capacity, the person who made the application on their behalf) of the Service User's right to express a preference to receive services from a particular performer or class of performer either generally or in relation to any particular condition; and*
- 26.1.2 *record in Writing any such preference expressed by or on behalf of the Service User.*
- 26.2 *The Provider must endeavour to comply with any reasonable preference expressed under paragraph 26.1 but need not do so if the preferred performer:*
- 26.2.1 *has reasonable grounds for refusing to provide services to the Service User; or*

26.2.2 *does not routinely perform the service in question under the Contract on behalf of the Provider.*

26.3 Not used.

27 Service User Records

27.1 *In this paragraph, "computerised records" means records created by way of entries on a computer.*

27.2 The Provider must keep adequate records of its attendance on and treatment of Service Users.

27.3 *Where the Provider provides Primary Medical Essential Services it must keep the records referred to in paragraph 27.2:*

27.3.1 *on forms supplied to it for the purpose by the relevant Commissioner; or*

27.3.2 *with the written consent of the relevant Commissioner, by way of computerised records, or in a combination of those two ways.*

27.4 *Where the Provider provides Primary Medical Essential Services it must include in the records referred to in paragraph 27.2 clinical reports sent in accordance with paragraph 6.1.*

27.5 *The consent of the relevant Commissioner required by paragraph 27.3.2 shall not be withheld or withdrawn provided the relevant Commissioner is satisfied, and continues to be satisfied, that:*

27.5.1 *the computer system upon which the Provider proposes to keep the records has been accredited by the Secretary of State or another person on his behalf in accordance with "General Practice Systems of Choice Level 2";*

27.5.2 *the security measures, audit and system management functions incorporated into the computer system as accredited in accordance with paragraph 27.5.1 have been enabled; and*

27.5.3 *the Provider is aware of, and has signed an undertaking that it will have regard to the guidelines contained in "The Good Practice Guidelines for GP electronic Service User records (Version 4)" published on 21st March 2011 or in any document which it has been notified by the Commissioner has replaced that document.*

27.6 *Where a Service User's records are computerised records, the Provider must, as soon as possible following a request from the relevant Commissioner, allow the relevant Commissioner to access the information recorded on the computer system on which those records are held by means of the audit function referred to in paragraph 27.5.2 to the extent necessary for the relevant Commissioner to confirm that the audit function is enabled and functioning correctly.*

27.7 *Where a Service User on the Provider's List of Service Users dies, the Provider must send the complete records relating to a Service User to the relevant Commissioner:*

27.7.1 *in a case where the Provider was informed by the relevant Commissioner of that Service User's death, before the end of the period of 14 days beginning with the date on which the Provider was so informed; or*

27.7.2 *in any other case, before the end of the period of one month beginning with the date on which the Provider learned of that Service User's death.*

27.8 *Where a Service User on the Provider's List of Service Users has registered with another provider of Primary Medical Services and the Provider receives a request from that provider for the complete records related to that Service User, the Provider must send to the relevant*

Commissioner:

27.8.1 complete records, or any part of the records, sent via the GP2GP facility in accordance with paragraph 27.13 for which the Provider does not receive confirmation of safe and effective transfer via that facility; and

27.8.2 any part of the records held by the Provider only in paper form.

27.9 Where a Service User on the Provider's List of Service Users:

27.9.1 is removed from that list at that Service User's request; and

27.9.2 the Provider has not received a request from another provider of Primary Medical Services with which the Service User has registered for the transfer of the complete records relating to that Service User,

the Provider must send a copy of those records to the relevant Commissioner.

27.9A Where the Provider's responsibility for a Service User terminates, the Provider must send any records relating to that Service User that it holds to;

27.9A.1 if known, the provider of Primary Medical Services with which that Service User is registered; or

27.9A.2 in all other cases, the relevant Commissioner.

27.10 Where the Provider's Service User's records are computerised records it must not disable, or attempt to disable, either the security measures or the audit and system management functions referred to in paragraph 27.5.2.

27.10A **Record of Ethnicity Information**

27.10A.1 This Paragraph applies if the Provider, or a person acting on behalf of the Provider, makes a request to a Service User ("S") for S to disclose their ethnicity to the Provider so that information can be recorded in S's medical record (a "Relevant Request").

27.10A.2 If P, or where S is a person to whom Paragraph 27.10A.4 applies, an Appropriate Person acting on behalf of P, discloses S's ethnicity in response to the Relevant Request, the Provider must record S's ethnicity in S's medical record.

27.10A.3 If P, or where S is a person to whom Paragraph 27.10A.4 applies, an Appropriate Person acting on behalf of P, indicates that they would prefer not to disclose S's ethnicity in response to the Relevant Request, the Provider must record that response in S's medical record.

27.10A.4 This Paragraph applies to a person if they:

27.10A.4.1 are a Child; or

27.10A.4.2 lack the capacity to respond to the Relevant Request.

27.10A.5 Any information recorded in accordance with this Paragraph may only be processed if the processing is necessary for medical purposes.

27.10A.6 Nothing in this Paragraph 27.10A authorises the Processing of Personal Data in a manner inconsistent with any provision of the Data Protection Legislation.

27.10A.7 In this Paragraph 27.10A:

“Data Protection Legislation”, “Personal Data” and “Processing” have the same meanings as in the Data Protection Act 2018 (see section 3 of that Act);

“Medical Purposes” has the meaning given for the purposes of section 251 of the 2006 Act.

27.11 *The Provider must, in any case where there is a change to the information included in a Service User’s medical record, enable an automated upload of Summary Information to the Summary Care Record, when the change occurs, using the approved systems provided to it by the relevant Commissioner.*

27.12 Not used.

27.13 *The Provider must use the GP2GP Facility for the safe and effective transfer of any Service User Records:*

27.13.1 *in a case where a new Service User registers with the Provider, to the Provider from another provider of Primary Medical Services (if any) with which the Service User was previously registered; or*

27.13.2 *in a case where the Provider receives a request from another provider of Primary Medical Services with which the Service User has registered, in order to respond to that request.*

27.14 Not used.

27.15 *Paragraph 27.13 does not apply in the case of a Temporary Resident.*

27.15A Transfer of Service User records between GP practices: time limits

27.15A.1 *This Paragraph applies where:*

27.15A.1.1 *a Service User on the Provider’s list of Service Users has registered with another Provider of Primary Medical Services; and*

27.15A.1.2 *the Provider receives a request from that Provider for the complete records relating to that Service User.*

27.15A.2 *The Provider must, before the end of the period of 28 days beginning with the day on which it receives the request from the Provider:*

27.15A.2.1 *send the complete records (other than any part of the records held only in paper form) to the provider via the GP2GP Facility in accordance with Paragraphs 27.13; and*

27.15A.2.2 *send to the Board in accordance with Paragraph 27.13, the complete records, or any part of the records:*

27.15A.2.2.1 *for which the Provider does not receive a Confirmation; or*

27.15A.2.2.2 *held only in paper form.*

27.15A.3 *In this Paragraph 27.15A:*

“Confirmation”, in relation to records sent via the GP2GP Facility, means Confirmation of safe and effective transfer via that facility.

27.16 The Provider must include the NHS Number of a Service User as the primary identifier in all Clinical Correspondence issued by the Provider which relates to that Service User except where, in exceptional circumstances outside of the Provider's control, it is not possible for the Provider to ascertain the Service User's NHS Number.

Use of fax machines

27.16A Where the Provider can transmit information by electronic means (other than facsimile transmission) securely and directly to a Relevant Person, the Provider must not:

27.16A.1 transmit any information to that person by facsimile transmission; or

27.16A.2 agree to receive any information from that person by facsimile transmission.

27.16B Paragraph 27.16A does not apply to any information which relates solely to the provision of clinical services or treatment to a Service User under a private arrangement.

27.16C In Paragraphs 27.16A to 27.16C, "Relevant Person" means:

27.16C.1 an NHS Body;

27.16C.2 another health service provider;

27.16C.3 a Service User; or

27.16C.4 a person acting on behalf of a Service User.

Service User online services: appointments and prescriptions

27.17 The Provider must promote and offer to its Registered Service Users the facility for a Service User:

27.17.1 to book, view, amend, cancel and print appointments online;

27.17.2 to order repeat prescriptions for drugs, medicines or Appliances online; and

27.17.3 to view and print a list of any drugs, medicines or Appliances in respect of which the Service User has a repeat prescription.

in a manner which is capable of being electronically integrated with the computerised clinical systems of the Provider using appropriate systems authorised by the relevant Commissioner.

27.17A The Provider must, when complying with the requirement in paragraph 27.17:

27.17A.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 25B; and

27.17A.2 consider whether it is necessary, in order to meet the needs of its Registered Service Users, to increase the proportion of appointments which are available for its Registered Service Users to book online and, if so, increase that number.

27.17B In the case of appointments required to be made available for direct booking by NHS 111 in accordance with paragraph 25B, those appointments can be released to be booked by the Provider's Registered Service Users 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.

27.18 Not used.

27.18A Not used.

27.18B Not used.

27.19 *The Provider must also promote and offer to its Registered Service Users the facility referred to in Paragraphs 27.17.1 and 27.17.2 on the home page (or equivalent) of its Practice Website or Online Practice Profile.*

27.20 *The requirements in Paragraph 27.17 do not apply where the Provider does not have access to computer systems and software which would enable it to offer the online services described in Paragraph 27.17 to its Registered Service Users.*

27.20A *In Paragraphs 27.17 to 27.20:*

27.20A.1 *“Local Arrangement” means an arrangement between the Provider and the Commissioner as to the timeframe within which appointments not booked by NHS 111 can be released for booking by the Provider’s Registered Service Users.*

27.20A.2 Not used.

27.21 Not used.

27.22 Not used.

Service User access to online services

27.22A.1 *This Paragraph applies to any Provider which has less than ten per cent of its registered Service Users registered with the Provider’s practice to use the online services which the Provider is required under Paragraphs 27.17 - 27.19 or Paragraphs 27.23A or 27.23B to promote and offer to its registered Service Users (“service user online services”).*

27.22A.2 *A Provider to which this Paragraph applies must agree a plan with the Commissioner aimed at increasing the percentage of the Provider’s registered Service Users who are registered with the Provider’s practice to use Service User online services.*

Service User online services: provision of online access to coded information in medical record and Prospective Medical Record

27.23A *Where the Provider holds the medical record of a Registered Service User (“S”) on its computerised clinical systems, the Provider must promote and offer to S the facility to access online the information from S’s medical record which is held in coded form other than:*

27.23A.1 *any Excepted Information; or*

27.23A.2 *any information which the Provider’s computerised clinical systems cannot separate from any free-text entry in S’s medical record.*

27.23B *The Provider must, if its computerised clinical systems and redaction software allow, offer to S the facility to access online the information (other than any Excepted Information) entered onto S’s medical record on or after the relevant date (the “Prospective Medical Record”).*

27.23C *If S accepts an offer made under Paragraph 27.23B, the Provider must, as soon as possible, provide S with the facility to access online S’s Prospective Medical Record.*

27.23D *But the Provider may:*

27.23D.1 *delay providing the facility to S, if the Provider considers that providing S with it is likely to have an adverse impact on its provision of Essential Services;*

27.23D.2 *delay giving S online access to any information added to S's Prospective Medical Record after the facility is provided to S, if the Provider considers that providing S with access to that information is likely to have an adverse impact on its provision of Essential Services.*

27.23E *If the Provider decides to delay providing S with access to the facility or giving S access to any information, it must notify S:*

27.23E.1 *of that decision (including the period for which it anticipates access will be delayed); and*

27.23E.2 *when the facility, or that information, becomes available.*

27.23F *In Paragraphs 27.23A to 27.23H, "Relevant Date" means:*

27.23F.1 *1 April 2020, where S became a registered Service User before 1 October 2019;*

27.23F.2 *in any other case, 1 October 2019.*

27.23G *For the purposes of Paragraphs 27.23A to 27.23J, information is "Excepted Information" if the Provider would not be required to disclose it to S in response to a request made by S in exercise of a right under Article 15 of the GDPR.*

27.23H *For the purposes of Paragraph 27.23G, "GDPR" has the meaning given in section 3(10) of the DPA 2018.*

Service User online services: provision of online access to full digital medical record

27.23I *The Provider must provide a Registered Service User ("S") with the facility to access online Relevant Medical Information if:*

27.23I.1 *its computerised clinical systems and redaction software allow it to do so; and*

27.23I.2 *S requests, in writing, that it provide that facility.*

27.23J *In Paragraphs 27.23I and 27.23J "Relevant Medical Information" means any information entered on S's medical record other than:*

27.23J.1 *any information which S can access online via a facility offered in accordance with Paragraphs 27.23A or 27.23B; or*

27.23J.2 *any Excepted Information.*

Service User online services: providing and updating personal or contact information

27.23K.1 *The Provider must offer and promote to its registered Service Users a facility for providing their personal or contact information or informing the Provider of a change to that information, which meets the condition in Paragraph 27.23K.2.*

27.23K.2 *A facility meets the condition in this Paragraph if it enables:*

27.23K.2.1 S; or

27.23K.2.2 where S is a person to whom Paragraph 27.23K.3 applies, an Appropriate Person acting on behalf of S;

to provide the Provider with, or inform it of any change to, P's personal or contact information in P's medical record, either online or by other electronic means.

27.23K.3 This Paragraph applies to a person if they:

27.23K.3.1 are a Child; or

27.23K.3.2 lack the capacity to provide the Provider with their personal or contact information or to authorise a person to provide such information on their behalf.

27.23K.4 For the purposes of this Paragraph, P's personal and contact information is:

27.23K.4.1 their name;

27.23K.4.2 their ethnicity;

27.23K.4.3 their address;

27.23K.4.4 their telephone number or mobile telephone number (if any); and

27.23K.4.5 their electronic mail address (if any).

Service User online services: provision of an online consultation tool

27.23L.1 The Provider must offer and promote an Online Consultation Tool to its registered Service Users.

27.23L.2 An Online Consultation Tool is an online facility provided using Appropriate Software:

27.23L.2.1 through which:

27.23L.2.1.1 a Service User; or

27.23L.2.1.2 where the Service User is a person to whom Paragraph 27.23L.4 applies, an Appropriate Person acting on behalf of the Service User;

may, in writing in electronic form, seek advice or information related to the Service User's health or make a clinical or administrative request; but

27.23L.2.2 which does not require the response to be given by the Provider in real time.

27.23L.3 An Online Consultation Tool may incorporate:

27.23L.3.1 any of the facilities which the Provider is required to offer under Paragraphs 27.17 to 27.20 and 27.23A to 27.23K; or

27.23L.3.2 the communication method which the Provider is required to offer under Paragraph 27.23M.

27.23L.4 This Paragraph applies to a person if they:

27.23L.4.1 are a Child; or

27.23L.4.2 *lack the capacity to communicate with the Provider through an online facility or to authorise a person to communicate with the Provider through such a facility on their behalf.*

Secure electronic communications

27.23M.1 *The Provider must:*

27.23M.1.1 *offer and promote to its registered Service Users a Relevant Electronic Communication Method; and*

27.23M.1.2 *use the Relevant Electronic Communication Method to communicate with:*

27.23M.1.2.1 *a registered Service User; or*

27.23M.1.2.2 *where the registered Service User is a person to whom Paragraph 27.23M.4 applies, an Appropriate Person acting on behalf of the Service User.*

27.23M.2 *But Paragraph 27.23M.1.2 does not require the Provider to use the Relevant Electronic Communication Method where:*

27.23M.2.1 *it would not be clinically appropriate to do so for the Service User on that occasion; or*

27.23M.2.2 *it is otherwise not appropriate to the needs or circumstances of the Service User.*

27.23M.3 *For the purposes of this regulation, a “Relevant Electronic Communication Method” is a method of electronic communication which is provided using Appropriate Software and which can be used:*

27.23M.3.1 *by the Provider to respond, in writing in electronic form, to requests made through the Online Consultation Tool; and*

27.23M.3.2 *by the Provider and its registered Service Users or Appropriate Persons acting on behalf of registered Service Users (as the case may be) to otherwise communicate with each other, in writing in electronic form.*

27.23M.4 *This Paragraph applies to a person if they:*

27.23M.4.1 *are a Child; or*

27.23M.4.2 *lack the capacity to communicate with the Provider using the Relevant Electronic Communication Method or to authorise a person to do so on their behalf.*

Video Consultations

27.23N.1 *The Provider must offer and promote to its registered Service Users the facility of participating in their consultations with the Provider by video conference provided using Appropriate Software (“Video Consultations”).*

27.23N.2 *But Paragraph 27.23N.1 does not require the Provider to offer a Service User a Video Consultation where:*

27.23N.2.1 *it would not be clinically appropriate to do so for the Service User on that occasion; or*

27.23N.2.2 *it is otherwise not appropriate to the needs or circumstances of the Service User.*

27.23N.3 *The Provider must not be party to a contract or other arrangement under which the software mentioned in Paragraph 27.23N.1 is provided unless:*

27.23N.3.1 *it is satisfied that any software which a Service User needs to participate in a Video Consultation with the Provider's practice is available free of charge to the Service User; and*

27.23N.3.2 *it has taken reasonable steps, having regard to the arrangement as a whole and disregarding the costs of any software, to satisfy itself that Service Users will not have to pay more to participate in Video Consultations with the Provider's practice than they would to participate in a meeting by video conference with any other person in the Provider's area.*

Meaning of appropriate software for the purposes of Paragraphs 27.23L, 27.23M and 27.23N

27.23O.1 *For the purposes of Paragraphs 27.23L, 27.23M and 27.23N software which is used to provide a method of communication or facility (as the case may be) is appropriate if the software meets:*

27.23O.1.1 *the requirements in the GPIT Operating Model relevant to that software; or*

27.23O.1.2 *requirements which are equivalent in their effect to the relevant requirements in the GPIT Operating Model.*

27.23O.2 *In this Paragraph 27.23O "GPIT Operating Model" means the document published by the Board which sets out the commissioning framework for the provision of general practice digital services.*

28 Not Used

28A Newly Registered Service Users – alcohol dependency screening

28A.1 *Where under paragraph 25.3 a Service User has been:*

28A.1.1 *accepted onto the Provider's List of Service Users; or*

28A.1.2 *assigned to that list by the relevant Commissioner,*

the Provider must take action to identify any such Service User 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 Service User.

28A.2 *The Provider must comply with the requirement in paragraph 28A.1 by screening the Service User using either one of the two shortened versions of the World Health Organisation Alcohol Use Disorders Identification ("AUDIT") questionnaire which are known as:*

28A.2.1 *FAST (which has four questions); or*

28A.2.2 *AUDIT-C (which has three questions).*

28A.3 *Where, under paragraph 28A.2, the Provider identifies a Service User as positive using either of the shortened versions of the AUDIT questionnaire specified in paragraph 28A.2, the remaining questions of the full ten question AUDIT questionnaire are to be used by the Provider to determine increasing risk, higher risk or likely dependent drinking.*

28A.4 *Where a Service User is identified as drinking at increasing or higher risk levels, the Provider must:*

28A.4.1 *offer the Service User appropriate advice and lifestyle counselling;*

28A.4.2 *respond to any other need identified in the Service User which relates to the Service User's levels of drinking, including by providing any additional support or treatment required for people with mental health issues; and*

28A.4.3 *in any case where the Service User is identified as a dependent drinker, offer the Service User a referral to such specialist services as are considered clinically appropriate to meet the needs of the Service User.*

28A.5 *Where a Service User is identified as drinking at increasing or higher risk levels or as a dependent drinker, the Provider must ensure that the Service User is:*

28A.5.1 *assessed for anxiety and depression;*

28A.5.2 *offered screening for anxiety or depression; and*

28A.5.3 *where anxiety or depression is diagnosed, provided with any treatment and support which may be required under the agreement, including referral for specialist mental health treatment.*

28A.6 *The Provider must make relevant entries, including the results of the completed questionnaire referred to in paragraph 28A.2, in the Service User's record that the Provider is required to keep under paragraph 27.*

28B Service Users Living with Frailty

28B.1 *The Provider must take steps each year to identify any Registered Service User aged 65 years and over who is living with moderate to severe frailty.*

28B.2 *The Provider must comply with the requirements of paragraph 28B.1 by using the Electronic Frailty Index or any other appropriate assessment tool.*

28B.3 *Where the Provider identifies a Service User aged 65 or over who is living with severe frailty, the Provider must:*

28B.3.1 *undertake a clinical review in respect of the Service User which includes:*

28B.3.1.1 *an annual review of the Service User's medication; and*

28B.3.1.2 *where appropriate, a discussion with the Service User about whether the Service User has fallen in the last 12 months,*

28B.3.2 *provide the Service User with any other clinically appropriate interventions; and*

28B.3.3 *where the Service User does not have an enriched Summary Care Record, advise the Service User about the benefits of having an enriched Summary Care Record and activate that record at the Service User's request.*

28B.4 *The Provider must, using codes agreed by the relevant Commissioner for the purpose, record in the Service User's Summary Care Record any appropriate information relating to clinical interventions provided to a Service User under this paragraph.*

28C Accountable GPs

28C.1 *A Provider must ensure that for each of its Registered Service Users (including Service Users under the age of 16) there is assigned an Accountable GP.*

28C.2 *The Accountable GP must take the lead responsibility for ensuring that any services which the Provider is required to provide under the Contract are, to the extent that their provision is considered necessary to meet the needs of the Service User, coordinated and delivered to the Service User.*

28C.3 *The Provider must –*

28C.3.1 *inform the Service User, as soon as reasonably practicable and in such manner as is considered appropriate by the Practice, of the assignment to the Service User 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 Service User;*

28C.3.2 *inform the Service User 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 Service User; and*

28C.3.3 *where the Practice considers it to be necessary, assign a replacement Accountable GP to the Service User and give notice to the Service User accordingly.*

28C.4 *The Provider must comply with the requirement in paragraph 28C.3:*

28C.4.1 *by 30th June 2015, in the case of any person who is included in the Provider's List of Service Users immediately before 1 April 2015; or*

28C.4.2 *in the case of any person who is accepted by the Provider as a Registered Service User on or after 1 April 2015, within 21 days from the date on which that Service User is so accepted.*

28C.5 *The requirement in paragraph 28C.1 does not apply to:*

28C.5.1 *any Service User of the Provider who is aged 75 or over, or who attains the age of 75, on or after 1 April 2015; or*

28C.5.2 *any other Service User of the Provider if the Provider has been informed that the Service User does not wish to have an Accountable GP.*

28C.6 *Where, under paragraph 28C.3.1, the Provider informs a Service User of the assignment to them of an Accountable GP, the Service User may express a preference as to which General Medical Practitioner within the Provider's Practice the Service User would like to have as the Service User's Accountable GP and, where such a preference has been expressed, the Provider must make reasonable efforts to accommodate the request.*

28C.7 *Where, under paragraph 28C.5.2, the Provider has been informed by or in relation to a Service User that the Service User does not wish to have an Accountable GP, the Provider must record that fact in the Service User's record that the Provider is required to keep under paragraph 27.*

28C.8 *The Provider must include information about the requirement to assign an Accountable GP to each of its new and existing Registered Service Users:*

28C.8.1 *on the Provider's Practice Website or Online Practice Profile; and*

28C.8.2 *in the Provider's Practice Leaflet.*

28C.9 *Not used.*

29 Confidentiality of Personal Data

29.1 The Provider must nominate a person with responsibility for practices and procedures relating to the confidentiality of Personal Data (as defined in the Data Protection Legislation) held by it.

29A Requirement to have and maintain an online presence

29A.1 *The Provider must have:*

29A.1.1 *a Practice Website; or*

29A.1.2 *an Online Practice Profile.*

29A.2 *The Provider must publish on its Practice Website or Online Practice Profile (as the case may be) all the information which is required to be included in its Practice Leaflet.*

29A.3 *The Provider must publish that information otherwise than by making its Practice Leaflet available for viewing or downloading.*

29A.4 *The Provider must review the information available on its Practice Website or Online Practice Profile at least once in every period of (twelve)12 months.*

29A.5 *The Provider must make any amendments necessary to maintain the accuracy of the information on its Practice Website or Online Practice Profile following:*

29A.5.1 *a review under Paragraph 29A.4;*

29A.5.2 *a change to:*

29A.5.2.1 *the address of any of the Provider's Practice Premises,*

29A.5.2.2 *the Provider's telephone number,*

29A.5.2.3 *the Provider's electronic-mail address (if made available on its Practice Website or Online Practice Profile); or*

29A.5.2.4 *any other stated means by which a Service User may contact the Provider to book or amend an appointment, or to order repeat prescriptions for drugs, medicines or Appliances.*

29A.5A *The Provider must also ensure there are links on its Practice Website or Online Practice Profile which direct people to:*

29A.5A.1 *its Online Consultation Tool; and*

29A.5A.2 *the symptom checker and self-care information available on the NHS website.²*

29A.5B *The links mentioned in Paragraph 29A.5A must be displayed prominently on the home page (or equivalent) of its Practice Website or Online Practice Profile (as the case may be).*

29A.6 *The requirements in this Paragraph 29A are in addition to those in Paragraphs 31B and 28C.8.*

29A.7 *In this Contract, "Online Practice Profile" means a profile:*

² The symptom checker is currently available at: <https://www.nhs.uk/conditions/>.

29A.7.1 which is on a website (other than the NHS website³), or an online platform, provided by another person for use by the Provider; and

29A.7.2 through which the Provider advertises the Primary Medical Services it provides.

29B Requirement to maintain profile page on NHS website

29B.1 The Provider must review the information available on its profile page on the NHS website³ at least once in every period of twelve (12) months.

29B.2 The Provider must make any amendments necessary to maintain the accuracy of the information its profile page following:

29B.2.1 a review under Paragraph 29B.1;

29B.2.2 a change to:

29B.2.2.1 the address of any of the Provider's Practice Premises;

29B.2.2.2 the Provider's telephone number;

29B.2.2.3 the Provider's electronic-mail address (if made available on its profile page); or

29B.2.2.4 any other stated means by which a Service User may contact the Provider to book or amend an appointment, or to order repeat prescriptions for drugs, medicines or Appliances.

30 Provision of Information to a Medical Officer

30.1 The Provider must, if satisfied that the Service User consents:

30.1.1 supply in Writing to any person specified in paragraph 30.3, within such reasonable period as that person may specify, such clinical information as any of the persons mentioned in paragraphs 30.3.1 to 30.3.4 considers relevant about a Service User to whom the Provider or a person acting on behalf of the Provider has issued or has refused to issue a medical certificate; and

30.1.2 answer any inquiries by any person mentioned in paragraph 30.3 about:

30.1.2.1 a Prescription Form or medical certificate issued or created by, or on behalf of, the Provider; or

30.1.2.2 any statement which the Provider or a person acting on behalf of the Provider has made in a report.

30.2 For the purposes of being satisfied that a Service User consents, a Provider may rely on an assurance in Writing from any person mentioned in paragraph 30.3 that the consent of the Service User has been obtained, unless the Provider has reason to believe that the Service User does not consent.

30.3 For the purposes of paragraphs 30.1 and 30.2, the persons are:

30.3.1 a Medical Officer;

³ The NHS website is available at: <https://www.nhs.uk/>.

- 30.3.2 a Nursing Officer;
- 30.3.3 an Occupational Therapist;
- 30.3.4 a Physiotherapist; or
- 30.3.5 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-paragraphs 30.3.1 to 30.3.4.

30A National Diabetes Audit

- 30A.1 *The Provider must record any data required by the Commissioner for the purposes of the National Diabetes Audit in accordance with paragraph 30A.2.*
- 30A.2 *The data referred to in paragraph 30A.1 must be appropriately coded by the Provider and uploaded onto the Provider's computerised clinical systems in line with the requirements of guidance published by NHS Employers for these purposes.*
- 30A.3 *The Provider must ensure that the coded data is uploaded onto its computerised clinical systems and available for collection by the Health and Social Care Information Centre at such intervals during each Financial Year as are notified to the Provider by NHS Digital.*

30B Information Relating to Indicators No Longer in the Quality and Outcomes Framework

- 30B.1 *The Provider must allow the extraction from the Provider's computerised clinical systems by the Health and Social Care Information Centre specified in the table set out at Annex 5 to this Schedule relating to clinical indicators which are no longer in the Quality Outcomes Framework at such intervals during each Financial Year as are notified to the Provider by NHS Digital.*

30C Information Relating to Alcohol Related Risk Reduction and Dementia Diagnosis and Treatment

- 30C.1 *The Provider must allow the extraction by NHS Digital of the information specified in:*
 - 30C.1.1 *paragraph 30C.2 in relation to alcohol related risk reduction; and*
 - 30C.1.2 *paragraph 30C.3 in relation to dementia diagnosis and treatment;*

from the record that the Provider is required to keep in respect of each Registered Service User under regulation 60 of the PMS Agreements Regulations by such means, and at such intervals during each Financial Year, as are notified to the Provider by NHS Digital.
- 30C.2 *The information specified in this paragraph is information required in connection with the requirements under paragraphs 28A.1 to 28A.6.*
- 30C.3 *The information specified in this paragraph is information relating to any clinical interventions provided by the Provider in the preceding 12 months in respect of a Service User who is suffering from, or who is at risk of suffering from, dementia.*

30D NHS Digital Workforce Collection

- 30D.1 *The Provider must record and submit any data required by the Health and Social Care Information Centre for the purposes of the NHS Workforce Collection (known as the "Workforce Minimum Data Set") in accordance with Paragraph 30D.2.*
- 30D.2 *The data referred to in Paragraph 30D.1 must be appropriately coded by the Provider in line with agreed standards set out in guidance published by the Health and Social Care Information Centre,*

and must be submitted to the Health and Social Care Information Centre using the data entry module on the National Workforce Reporting System, which is a facility provided by the Centre to the Provider for this purpose.

30D.3 The Provider must ensure that the coded data is available for collection by the Health and Social Care Information Centre at such intervals during each Financial Year as are notified to the Provider by Health and Social Care Information Centre.

30E Information Relating to Overseas Visitors

30E.1 The Provider must:

30E.1.1 record the information specified in paragraph 30E.2 relating to overseas visitors, where that information has been provided to it by a newly registered Service User on a form supplied to the Provider by the Provider for this purpose; and

30E.1.2 where applicable in the case of a Service User, record the fact that the Service User is the holder of a document:

30E.1.2.1 which is:

30E.1.2.1.1 a European Health Insurance Card;

30E.1.2.1.2 an S1 Healthcare Certificate ; or

30E.1.2.1.3 a document which, for the purposes of a listed healthcare arrangement as defined in regulation 1(3) of the Healthcare (European Economic Area and Switzerland Arrangements) (EU Exit) Regulations 2019, is treated as equivalent to a document referred to in sub-paragraph 30E.1.2.1.1 (“EHIC Equivalent Document”) or sub-paragraph 30E.1.2.1.2 (“S1 Equivalent Document”); and

30E.1.2.2 which has not been issued to or in respect of the Service User by the United Kingdom.in the medical record that the Provider is required to keep under regulation 60 of the PMS Agreements Regulations in respect of the Service User.

30E.2 The information specified in this paragraph is:

30E.2.1 in the case of a Service User who holds a European Health Insurance Card or EHIC equivalent document which has not been issued to the Service User by the United Kingdom, the information contained on that card or document in respect of the Service User; and

30E.2.2 in the case of a Service User who holds a Provisional Replacement Certificate issued in respect of the Service User's European Health Insurance Card, the information contained on that certificate in respect of the Service User.

30E.3 The information referred to in Paragraph 30E.2 must be submitted by the Provider to NHS Digital:

30E.3.1 electronically at nhsdigital.costrecovery@nhs.net; or

30E.3.2 by post in hard copy form to EHIC, PDS NBO, NHS Digital, Smedley Hydro, Trafalgar Road, Southport, Merseyside PR8 2HH.

30E.4 Where the Service User is a holder of a S1 Healthcare Certificate or S1 Equivalent Document, the Provider must send that certificate or document, or a copy of that certificate or document, to the NHS Business Services Authority:

30E.4.1 *electronically to nhsbsa.faregistrations@nhs.net; or*

30E.4.2 *by post in hard copy form to Cost Recovery, Overseas Healthcare Service, Bridge House, 152 Pilgrim Street, Newcastle Upon Tyne, NE1 6SN.*

30F MHRA Central Alerting System

30F.1 *The Provider must:*

30F.1.1 *provide to the Medicines and Healthcare products Regulatory Agency ("the MHRA") on request, an electronic mail address which is registered to the Provider's Practice;*

30F.1.2 *monitor that address;*

30F.1.3 *if that address ceases to be registered to the Practice, notify the MHRA immediately of its new electronic mail address; and*

30F.1.4 *provide to the MHRA on request, one or more mobile telephone numbers for use in the event the Provider is unable to receive electronic mail.*

30G Collection of data relating to appointments in general practice

30G.1 *The Provider must participate in the collection of anonymised data relating to appointments for its Registered Service Users ("GP Practice Data") in accordance with the "GP Appointments Data Collection in Support of Winter Pressures" referred to in 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.*

30G.2 *The Provider must ensure that all GP Practice Data relating to the provision of Primary Medical Services under this Contract is recorded within the appointment book in accordance with the guidance entitled "More accurate General Practice appointment data".*

30G.3 *The Provider must ensure that the GP Practice Data is uploaded onto its computerised clinical systems and available for collection by the Health and Social Care Information Centre at such intervals during each Financial Year as notified to the Provider by the Health and Social Care Information Centre.*

30G.4 *For the purposes of this Paragraph 30G, "Appointment Book" means a capability provided by the Provider's computerised clinical systems and software supplier which supports the administration, scheduling, resourcing and reporting of appointments.*

30H Collection of data concerning use of online consultation tools and video consultations

30H.1 *The Provider must submit to the Board such anonymised data relating to the use of its Online Consultation Tool and video consultation facility as the Board may require.*

31 Provision of Information to the Commissioner

31.1 Subject to paragraph 31.2, and without prejudice to the information requirements in SC28, the Provider must, at the request of the relevant Commissioner, produce to it or to a person authorised in Writing by the relevant Commissioner, or allow it, or a person authorised by it, to access:

31.1.1 *any information which is reasonably required by the relevant Commissioner for the purposes of or in connection with the Contract; and*

31.1.2 *any other information which is reasonably required by it in connection with the relevant Commissioner's functions.*

- 31.2 The Provider will not be required to comply with any request made in accordance with paragraph 31.1 unless it has been made by the relevant Commissioner in accordance with directions made by the Secretary of State under section 98A (Exercise of Functions) of the 2006 Act.
- 31.3 The Provider must produce the information requested, or, as the case may be, allow the relevant Commissioner, or a person authorised by the relevant Commissioner, access to such information under paragraph 31.1:
- 31.3.1 by such date as has been agreed as reasonable between the Provider and the relevant Commissioner; or
- 31.3.2 in the absence of such agreement, before the end of the period of 28 days beginning with the date on which the request is made.

31A Friends and Family Test

- 31A.1 *A Provider which provides Primary Medical Essential Services must give all Service Users who use the Provider's Practice the opportunity to provide feedback about the service received from the Practice through the Friends and Family Test.*
- 31A.2 *The Provider must:*
- 31A.2.1 *report the results of completed Friends and Family Tests to NHS England; and*
- 31A.2.2 *publish the results of such completed Tests,*
- in the manner approved by the Commissioner.*
- 31A.3 *In this paragraph 31A, "Friends and Family Test" means the arrangements that a Provider is required by NHS England to implement to enable its Service Users to provide anonymous feedback about the Service User experience at the Provider's Practice.*

31B Publication of Earnings Information

- 31B.1 *The Provider must publish each year on its Practice Website or Online Practice Profile the information specified in Paragraph 31B.2. The Provider must publish each year on its Practice Website (if it has one) the information specified in paragraph 31B.2.*
- 31B.2 *The information specified in this sub-paragraph is:*
- 31B.2.1 *the mean net earnings in respect of the previous Financial Year of:*
- 31B.2.1.1 *all General Medical Practitioners who were party to the agreement for a period of at least six months during that Financial Year, and*
- 31B.2.1.2 *any General Medical Practitioners who were employed or engaged by the Provider to provide services under the Contract in the Provider's Practice, whether on a full-time or part-time basis, for a period of at least six months during that Financial Year; and*
- 31B.2.2 *the:*
- 31B.2.2.1 *total number of any General Medical Practitioners to whom the earnings information referred to in paragraph 31B.2.1 relates, and*
- 31B.2.2.2 *(where applicable) the number of those practitioners who have been employed or engaged by the Provider to provide services under the Contract in the Provider'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.

31B.3 The information specified in paragraph 31B.2 must be:

31B.3.1 published by the Provider before the end of the Financial Year following the Financial Year to which that information relates; and

31B.3.2 made available by the Provider in hard copy form on request.

31B.4 For the purposes of paragraph 31B, “mean net earnings” are to be calculated by reference to the earnings of a General Medical Practitioner that, in the opinion of NHS England, are attributable to the performance or provision by the practitioner under the agreement 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.

31BA Disclosure of information about NHS Earnings: APMS Providers and Sub-Providers

31BA.1 If the Provider is an individual Medical Practitioner, the Provider must comply with the Disclosure Obligation for each Relevant Financial Year in which:

31BA.1.1 they are a Provider; and

31BA.1.2 their NHS Earnings exceed the Relevant Threshold.

31BA.2 If the Provider is a partnership, each Partnership Member must comply with the Disclosure Obligation for each Relevant Financial Year in which:

31BA.2.1 the partnership is a Provider; and

31BA.2.2 the Partnership Member’s NHS Earnings exceed the Relevant Threshold.

31BA.3 In this Paragraph 31BA:

31BA.3.1 the “Disclosure Obligation”, in relation to a Relevant Financial Year, is the requirement for an individual (“I”) to submit the following information for publication to the Health and Social Care Information Centre by the Disclosure Date:

31BA.3.1.1 I’s name;

31BA.3.1.2 I’s job title;

31BA.3.1.3 the details of each organisation from which I has derived NHS Earnings in that financial year; and

31BA.3.1.4 the amount of I’s NHS Earnings for that financial year;

31BA.3.2 “Relevant Financial Year” means a financial year ending:

31BA.3.2.1 on or after 31 March 2020; but

31BA.3.2.2 on or before 31 March 2024;

31BA.3.3 “Relevant Threshold” means:

31BA.3.3.1 for the financial year ending on 31 March 2020, £150,000;

31BA.3.3.2 for the financial year ending on 31 March 2021, £153,000;

31BA.3.3.3 for the financial year ending on 31 March 2022, £156,000;

31BA.3.3.4 for the financial year ending on 31 March 2023, £159,000;

31BA.3.3.5 for the financial year ending on 31 March 2024, £163,000.

31BA.4 For the purposes of sub-Paragraph 31BA.3.1 “the Disclosure Date” is:

31BA.4.1 in relation to the financial year ending 31 March 2020, 12 November 2021;

31BA.4.2 in relation to any subsequent financial year, 30 April in the financial year which begins immediately after the end of the Next Financial Year.

31BA.5 For the purposes of Paragraph 31BA.4 “the Next Financial Year”, in relation to a financial year (“FY1”), is the financial year which begins immediately after the end of FY1 (this means, for example, that “the Next Financial Year”, in relation to the financial year ending 31 March 2021, is the financial year ending 31 March 2022).

31BA.6 The Provider must not sub-contract any of its obligations to provide clinical services under the Contract unless:

31BA.6.1 where the Sub-Provider is an individual, the sub-contract entered into by the Provider requires the individual to comply with the Disclosure Obligation for each Relevant Financial Year in which the individual’s NHS Earnings exceed the Relevant Threshold;

31BA.6.2 where the Sub-Provider is a partnership, the sub-contract entered into by the Provider requires each Sub-Provider Partnership Member to comply with the Disclosure Obligation for each Relevant Financial Year in which the Sub-Provider Partnership Member’s NHS Earnings exceed the Relevant Financial Threshold;

31BA.6.3 in all cases, the sub-contract prohibits the Sub-Provider (“S”) from sub-contracting, where such further sub-contracting is permitted by this Contract, any of the clinical services S has agreed with the Provider to provide under the sub-contract unless:

31BA.6.3.1 where the Sub-Provider is an individual (“I”), the sub-contract entered into by S requires I to comply with the Disclosure Obligation for each financial year in which I’s NHS Earnings exceed the Relevant Threshold;

31BA.6.3.2 where the Sub-Provider is a partnership, the sub-contract entered into by S requires each Sub-Provider Partnership Member of that partnership to comply with the Disclosure Obligation for each Relevant Financial Year in which the Sub-Provider Partnership Member’s NHS Earnings exceed the Relevant Threshold.

31BA.7 The Provider must use reasonable endeavours to ensure that any Relevant Sub-Contract is amended to contain the terms specified in Paragraph 31BA.9.

31BA.8 For the purposes of Paragraph 31BA.7 “Relevant Sub-Contract” means a sub-contract:

31BA.8.1 for the provision of any of the clinical services which the Provider is required to provide under the Contract by any other person; and

31BA.8.2 which is in force at the time when this Paragraph comes into force.

31BA.9 The terms are:

31BA.9.1 a term which requires:

31BA.9.1.1 the Sub-Provider (“S”), where S is an individual; or

31BA.9.1.2 each Sub-Provider Partnership Member, where S is a partnership;

to comply with the Disclosure Obligation for each Relevant Financial Year in which the individual’s, or as the case may be, Sub-Provider Partnership Member’s NHS Earnings exceed the Relevant Threshold; and

31BA.9.2 a term which prevents S from sub-contracting obligations to provide clinical services under the contract, where permitted by GC12.6.3; unless:

31BA.9.2.1 where the Sub-Provider is an individual (“I”), the sub-contract entered into by S requires I to comply with the Disclosure Obligation in relation to each financial year in which I’s earnings exceed the Relevant Threshold;

31BA.9.2.2 where the Sub-Provider is a partnership, the sub-contract entered into by S requires each Sub-Provider Partnership Member of that partnership to comply with the Disclosure Obligation in relation to each Relevant Financial Year in which the Sub-Provider Partnership Member’s NHS Earnings exceed the Relevant Threshold.

31BA.10 Nothing in Paragraphs 31BA.6, 31BA.7, or 31BA.9 requires any individual to comply with the Disclosure Obligation for any Relevant Financial Year which:

31BA.10.1 ends before the individual or partnership (as the case may be) enters into a sub-contract with the Provider or a Sub-Provider;

31BA.10.2 begins after the individual’s, or, as the case may be, partnership’s, sub-contract with the Provider or Sub-Provider has terminated.

31BA.11 In this Paragraph 31BA:

“Locum Practitioner” has the meaning given in Schedule 15 to the National Health Service Pension Scheme Regulations 2015;

“NHS Earnings” has the meaning given in Paragraph 31BB;

“Partnership Member”, in relation to a Provider who is a partnership, means an individual who is a partner in that partnership;

“Sub-Provider” means a person to whom any rights or duties under the contract in relation to clinical matters are, or have been, sub-contracted under GC12.1, and includes an individual who is a Locum Practitioner;

“Sub-Provider Partnership Member”, in relation to a sub-Provider who is a partnership, means an individual who is a partner in that partnership.

31BB Calculation of NHS Earnings for the purposes of Paragraph 31BA

31BB.1 This Paragraph sets out how an individual’s NHS Earnings are to be calculated for the purposes of Paragraph 31BA.

31BB.2 An individual’s NHS Earnings for a Relevant Financial Year are those earnings which constitute Relevant Income in respect of that financial year.

31BB.3 In this Paragraph 31BB “Relevant Income”:

31BB.3.1 *in relation to an individual who is an Active Member of the Scheme and is a Medical Practitioner (other than a Locum Practitioner) or a Non-GP Provider, means income (including any form of remuneration and any salary, wages, fees, director's remuneration or dividends) which is practitioner income as determined under Schedule 10 to the NHS Pension Scheme Regulations, as modified in accordance with Paragraph 31BB.4, in respect of the financial year in question;*

31BB.3.2 *in relation to a person ("P") who is an Active Member of the Scheme and a Locum Practitioner, means:*

31BB.3.2.1 *any income which is Locum Practitioner income as determined under paragraph 7 of Schedule 10 to the NHS Pension Scheme Regulations in respect of the financial year in question; and*

31BB.3.2.2 *any income (including any form of remuneration and salary, wages, fees, director's remuneration or dividends) received by P in the financial year in question from any organisation which would have been treated as practitioner income under Schedule 10 to the NHS Pension Scheme Regulations, as modified in accordance with 31BB.4, if P had been a Medical Practitioner but not a Locum Practitioner;*

31BB.3.3 *in relation to any other person ("P"), means income (including any form of remuneration and any salary, wages, fees, director's remuneration or dividends) received by P in the financial year in question from any organisation which would have been treated as practitioner income under Schedule 10 to the NHS Pension Scheme Regulations, as modified in accordance with Paragraph 31BB.4, if P had been:*

31BB.3.3.1 *an Active Member of the Scheme; and*

31BB.3.3.2 *a Medical Practitioner or Non-GP Provider.*

31BB.4 *For the purposes of determining a person's Relevant Income under sub-Paragraphs 31BB.3.1, 31BB.3.2.2 or 31BB.3.3, Schedule 10 to the NHS Pensions Regulations applies as if the following provisions of that Schedule were omitted:*

31BB.4.1 *paragraph 2(1)(b) and the "and" immediately preceding it;*

31BB.4.2 *paragraph 3; and*

31BB.4.3 *paragraph 7.*

31BB.5 *In this Paragraph 31BB:*

"the NHS Pension Scheme Regulations" means the National Health Service Pension Scheme Regulations 2015 and "Active Member", "Locum Practitioner", "Medical Practitioner", "Member" and "Non-GP Provider" have the meanings given for the purposes of those Regulations;

"Relevant Financial Year" has the meaning given in Paragraph 31BA; and

"the Scheme" means the National Health Service Pension Scheme established by the NHS Pension Scheme Regulations.

31C Service User Participation

31C.1 *A Provider which provides Primary Medical Essential Services must establish and maintain a group known as a "Service User Participation Group" comprising of some of its Registered Service User's for the purposes of:*

- 31C.1.1 *obtaining the views of Registered Service Users who have attended the Provider's Practice about the APMS Services delivered by the Provider; and*
- 31C.1.2 *enabling the Provider to obtain feedback from its Registered Service Users about those services.*
- 31C.2 *The Provider is not required to establish a Service User Participation Group if such a group has already been established by the Provider pursuant to the provisions of any directions about Enhanced Services which were given by the Secretary of State under section 98A of the 2006 Act before 1st April 2015.*
- 31C.3 *The Provider must make reasonable efforts during each financial year to review the membership of its Service User Participation Group in order to ensure that the Group is representative of its Registered Service Users.*
- 31C.4 *The Provider must:*
 - 31C.4.1 *engage with its Service User Participation Group, at such frequent intervals throughout each financial year as the Provider must agree with that Group, with a view to obtaining feedback from the Provider's Registered Service Users, in an appropriate and accessible manner which is designed to encourage Service User participation, about the APMS Services delivered by the Provider; and*
 - 31C.4.2 *review any feedback received about the APMS Services delivered by the Provider, whether pursuant to paragraph 31C.4.1 or otherwise, with its Service User Participation Group with a view to agreeing with that Group the improvements (if any) which are to be made to those services.*
- 31C.5 *The Provider must make reasonable efforts to implement such improvements to the APMS Services delivered by the Provider as are agreed between the Provider and its Service User Participation Group.*
- 31C.6 *In this paragraph 31C "financial year" means the 12 month period beginning on 1st April each year and ending on 31st March the following year.*

32 Inquiries about Prescriptions and Referrals

- 32.1 The Provider must, subject to paragraphs 32.2 and 32.3 sufficiently answer any inquiries whether oral or in Writing from the relevant Commissioner concerning:
 - 32.1.1 any Prescription Form or Repeatable Prescription issued or created by a Prescriber;
 - 32.1.2 the considerations by reference to which Prescribers issue such forms;
 - 32.1.3 the referral by or on behalf of the Provider of any Service User to any other services provided under the 2006 Act; or
 - 32.1.4 the considerations by which the Provider makes such referrals or provides for them to be made on its behalf.
- 32.2 An inquiry referred to in paragraph 32.1 may only be made for the purpose either of obtaining information to assist the relevant Commissioner to discharge its functions or of assisting the Provider in the discharge of its obligations under the Contract.
- 32.3 The Provider will not be obliged to answer any inquiry referred to in paragraph 32.1 unless it is made:
 - 32.3.1 in the case of paragraph 32.1.1 or 32.1.2, by an appropriately qualified Health Care Professional; or

32.3.2 in the case of paragraph 32.1.3 or 32.1.4, by an appropriately qualified medical practitioner,

appointed in either case by the relevant Commissioner to assist it in the exercise of its functions under this paragraph and that person produces, on request, written evidence that he is authorised by the relevant Commissioner to make such an inquiry on its behalf.

33 Financial Interests

- 33.1 In making a decision to refer a Service User for other services under the 2006 Act or the 2012 Act (as the case may be), or in making a decision to prescribe any drug, medicine or other Appliance to any Service User, the Provider must have regard to all relevant clinical considerations and the provisions of paragraphs 19 - 23 and disregard its own financial interests and other inappropriate financial interests.
- 33.2 The Provider must not inform Service Users that any prescription or Repeatable Prescription for any drug, medicine or other Appliance must be dispensed only by the Provider or a person with whom the Provider is associated.
- 33.3 The Provider must not act in any way to encourage a Service User to move to another of the Provider's primary care contracts in order for the Provider to obtain a financial gain.

34 Notifications to the Commissioner

- 34.1 Without prejudice to the reporting requirements in SC33 (*Incidents Requiring Reporting*) and any other requirements of notification elsewhere in the Contract, the Provider must notify the Co-ordinating Commissioner in Writing, as soon as reasonably practicable, of:
 - 34.1.1 any serious incident that, in the reasonable opinion of the Provider, affects or is likely to affect the Provider's performance of its obligations under the Contract;
 - 34.1.2 any circumstances which give rise to the Co-ordinating Commissioner's right to terminate the Contract under paragraphs 48 and 49 or any other provisions of this Contract;
 - 34.1.3 any appointments system which it proposes to operate and the proposed discontinuance of any such system;
 - 34.1.4 any change of which it is aware in the address of a Registered Service User; and
 - 34.1.5 the death of any Service User of which it is aware.

35 Notification of Deaths

- 35.1 The Provider must report in Writing to the relevant Commissioner the death on the Provider's Premises of any Service User no later than the end of the first Operational Day after the date on which the death occurred.
- 35.2 The report must include:
 - 35.2.1 the Service User's full name;
 - 35.2.2 the Service User's National Health Service number where known;
 - 35.2.3 the date and place of death;
 - 35.2.4 a brief description of the circumstances, as known, surrounding the death;
 - 35.2.5 the name of any medical practitioner or other person treating the Service User whilst at

the Provider's Premises; and

35.2.6 the name, where known, of any other person who was present at the time of the death.

36 Entry and Inspection by the Commissioner

36.1 Without prejudice to GC15 (*Governance, Transaction Records and Audit*) and subject to the conditions in paragraph 36.2, the Provider must allow persons authorised in Writing by the relevant Commissioner to enter and inspect the Provider's Premises at any reasonable time.

36.2 The conditions referred to in paragraph 36.1 are that:

36.2.1 reasonable notice of the intended entry has been given;

36.2.2 written evidence of the authority of the person seeking entry is produced to the Provider on request; and

36.2.3 entry is not made to any premises or part of the premises used as residential accommodation without the consent of the resident.

37 Entry and Viewing by Local Healthwatch

37.1 Without prejudice to GC15 (*Governance, Transaction Records and Audit*) and SC24 (*NHS Counter-Fraud and Security Management*), the Provider must comply with the requirement to allow an authorised representative to enter and view the Provider's Premises and observe the carrying-on of activities on the Provider's Premises in accordance with regulations made under section 225 (Duties of Service Contractors to allow entry by Local Healthwatch Organisations or Contractors) of the Local Government and Public Involvement Health Act 2007.

38 Entry and Inspection by the Care Quality Commission

38.1 Without prejudice to GC15 (*Governance, Transaction Records and Audit*) and SC24 (*NHS Counter-Fraud and Security Management*), the Provider must allow persons authorised by the Care Quality Commission to enter and inspect the Provider's Premises in accordance with section 62 of the Health and Social Care Act 2008 (entry and inspection).

39 Certificates

39.1 *Where the Provider is required to provide Primary Medical Essential Services under the Contract the Provider must issue free of charge to a Service User or his personal representatives, any medical certificate of a description prescribed in column 1 of the table at paragraph 39.2 which is reasonably required under or for the purposes of the enactments specified in relation to the certificate in column 2 of the table at paragraph 39.2, except where, for the condition to which the certificate relates, the Service User:*

39.1.1 *is being attended by a medical practitioner who is not:*

39.1.1.1 *employed or engaged by the Provider;*

39.1.1.2 *the Provider; or*

39.1.1.3 *a shareholder in a qualifying body which is the Provider; or*

39.1.2 *is not being treated by or under the supervision of a Health Care Professional.*

39.2 List of Prescribed Medical Certificates

Description of medical certificate	Enactment under or for the purpose of which certificate required
1. To support a claim or to obtain payment either personally or by proxy; to prove incapacity to work or for self-support for the purposes of an award by the Secretary of State; or to enable proxy to draw pensions etc.	Naval and Marine Pay and Pensions Act 1865 Air Force (Constitution) Act 1917 Pensions (Navy, Army, Air Force and Mercantile Marine) Act 1939 Personal Injuries (Emergency Provisions) Act 1939 Pensions (Mercantile Marine) Act 1942 Polish Resettlement Act 1947 Social Security Administration Act 1992 Social Security Contributions and Benefits Act 1992 Social Security Act 1998
2. Not used.	
3. To secure registration of still-birth	Section 11 of the Births and Deaths Registration Act 1953 (special provision as to registration of still-birth)
4. To enable payment to be made to an institution or other person in case of mental disorder of persons entitled to payment from public funds.	Section 142 of the Mental Health Act 1983 (pay, pensions etc of mentally disordered persons)
5. To establish unfitness for jury service.	Juries Act 1974
6. To support late application for reinstatement in civil employment or notification of non-availability to take up employment owing to sickness.	Reserve Forces (Safeguarding of Employment) Act 1985.
7. To enable a person to be registered as an absent voter on grounds of physical incapacity	Representation of the People Act 1985
8. To support applications for certificates conferring exemption from charges in respect of drugs, medicines and Appliances.	National Health Service Act 2006
9. To support a claim by or on behalf of a severely mentally impaired person for exemption from liability to pay the Council Tax or eligibility for a discount in respect of the amount of Council Tax payable.	Local Government Finance Act 1992

39.3 The exceptions referred to in paragraph 39.1.1 will not apply where the certificate is issued pursuant to regulation 2(1) of the Social Security (Medical Evidence) Regulations 1976 or regulation 2(1) of the Statutory Sick Pay (Medical Evidence) Regulations 1985.

39A Service Users who should not be tested for, or vaccinated against, coronavirus: confirmation of exemption

39A.1 Subject to Paragraph 39A.6, the Provider must respond to a valid Exemption Confirmation Request.

39A.2 An “Exemption Confirmation Request”:

39A.2.1 is a request to confirm whether a relevant Service User (“S”), for clinical reasons:

39A.2.1.1 should neither be tested for Coronavirus nor vaccinated with an Authorised Vaccine; or

39A.2.1.2 should not be vaccinated with an Authorised Vaccine; and

39A.2.2 is valid if it is made in accordance with the process approved by the Secretary of State.

39A.3 An Exemption Confirmation Request may be made by:

39A.3.1 S; or

39A.3.2 where S is a person to whom Paragraph 39A.4 applies, an Appropriate Person acting on behalf of S.

39A.4 This Paragraph applies to a person if they:

39A.4.1 are a child; or

39A.4.2 lack the capacity to make a request under Paragraph 39A.1.

39A.5 The Provider must respond to a valid Exemption Confirmation Request:

39A.5.1 free of charge to S or the Appropriate Person; and

39A.5.2 by recording its response on an information hub using a method approved by the Secretary of State.

39A.6 The Provider is not required to respond to a valid Exemption Confirmation Request if:

39A.6.1 for the medical condition which may mean that S should neither be tested for Coronavirus nor vaccinated with an Authorised Vaccine, or should not be vaccinated with an Authorised Vaccine, S is being attended by a medical practitioner who is not:

39A.6.1.1 engaged or employed by the Provider;

39A.6.1.2 where the Contract is with two or more persons practising in partnership, one of those persons; or

39A.6.1.3 where the Contract is with a company limited by shares, one of the persons legally or beneficially owning shares in that company; and

39A.6.2 that medical condition is not one to which Paragraph 39A.7 applies.

39A.7 This Paragraph applies to a medical condition if no person with that condition should be:

39A.7.1 tested for Coronavirus or vaccinated with an Authorised Vaccine; or

39A.7.2 vaccinated with an Authorised Vaccine.

39A.8 In this Paragraph 39A:

“Authorised Vaccine” means a Medicinal Product:

- (a) authorised for supply in the United Kingdom in accordance with a Marketing Authorisation; or
- (b) authorised by the Licensing Authority on a temporary basis under regulation 174 of the Human Medicines Regulations 2012 (supply in response to spread of pathogenic agents etc);

for vaccination against Coronavirus;

“Coronavirus” means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

“Licensing Authority”, “Marketing Authorisation” and “Medicinal Product” have the meanings given in the Human Medicines Regulations 2012 (see regulations 6, 8 and 2, respectively, of those Regulations); and

“Relevant Service User” means:

- (a) a registered Service User; or
- (b) a Temporary Resident.

40 Charges and Financial Interests

40.1 The Provider must not, either itself or through any other person, demand or accept from any Service User other than a Registered Service User a fee or other remuneration, for its own or another’s benefit for:

40.1.1 the provision of any treatment whether under this Schedule or otherwise; or

40.1.2 any prescription or Repeatable Prescription for any drug, medicine or Appliance in connection with that treatment.

40.2 The Provider must not, either itself or through any other person, demand or accept from any of its Registered Service Users a fee or other remuneration, for its own or another’s benefit for:

40.2.1 the provision of any treatment whether under this Schedule or otherwise; or

40.2.2 any prescription or Repeatable Prescription for any drug, medicine or Appliance.

except in the circumstances set out in paragraph 40.3.

40.3 The Provider may demand or accept, directly or indirectly, a fee or other remuneration:

40.3.1 from any statutory body for services rendered for the purposes of that body’s statutory functions;

40.3.2 from any body, employer or school for a routine medical examination of persons for whose welfare the body, employer or school is responsible, or an examination of such persons for the purpose of advising the body, employer or school of any administrative action they might take;

- 40.3.3 for treatment which is not a Primary Medical Service or otherwise required to be provided under this Contract and which is given:
- 40.3.3.1 pursuant to Paragraph 11 of Schedule 6 of the 2006 Act (accommodation and services for private Service Users); or
 - 40.3.3.2 in a registered nursing home which is not providing services under the 2006 Act,
- if, in either case, the person administering the treatment is serving on the staff of a hospital providing services under the 2006 Act or the 2012 Act (as the case may be) as a specialist providing treatment of the kind the Service User requires and if, within 7 days of giving the treatment, the Provider or the person providing the treatment supplies the relevant body, on a form provided by it for the purpose, with such information about the treatment as it may require;
- 40.3.4 under section 158 of the Road Traffic Act 1988 (payment for emergency treatment of traffic casualties);
- 40.3.5 when it treats a Service User under paragraph 40.4 in compliance with Regulation 18(3) of the PMS Agreements Regulations, in which case it will be entitled to demand and accept a reasonable fee (recoverable in certain circumstances under paragraph 40.5 for any treatment given, if it gives the Service User a receipt);
- 40.3.6 for attending and examining (but not otherwise treating) a Service User:
- 40.3.6.1 at his request at a police station in connection with possible criminal proceedings against him;
 - 40.3.6.2 at the request of a commercial, educational or not for profit organisation for the purpose of creating a medical report or certificate;
 - 40.3.6.3 for the purpose of creating a medical report required in connection with an actual or potential claim for compensation by the Service User;
- 40.3.7 for treatment consisting of an immunisation for which no remuneration is payable by the relevant body and which is requested in connection with travel abroad;
- 40.3.8 for prescribing or providing drugs, medicines or Appliances (including a collection of such drugs, medicines or Appliances in the form of a travel kit) which a Service User requires to have in his possession solely in anticipation of the onset of an ailment or occurrence of an injury while he is outside the United Kingdom but for which he is not requiring treatment when the medicine is prescribed;
- 40.3.9 for a medical examination:
- 40.3.9.1 to enable a decision to be made whether or not it is inadvisable on medical grounds for a person to wear a seat belt; or
 - 40.3.9.2 for the purpose of creating a report:
 - 40.3.9.2.1 relating to a road traffic accident or criminal assault; or
 - 40.3.9.2.2 that offers an opinion as to whether a Service User is fit to travel;
- 40.3.9A for testing the sight of a person to whom none of paragraphs (a) to (e) of section 115(2) of the 2006 Act applies (including by virtue of regulations made under section 115(7) of the 2006 Act);

- 40.3.10 where it is a Provider which is authorised or required in accordance with arrangements made with a Commissioner under section 126 (*Arrangements for Pharmaceutical Services*) and in accordance with regulations made under section 129 (*Regulations as to Pharmaceutical Services*) of the 2006 Act to provide drugs, medicines and Appliances to a Service User and provides for that Service User, otherwise than by way of Dispensing Services, any Scheduled Drug; and
- 40.3.11 for prescribing or providing drugs or medicines for malaria chemoprophylaxis.
- 40.4 Where a person applies to the Provider for the provision of Services and claims to be entitled to be treated by the Provider without paying a fee or other remuneration and the Provider has reasonable doubts about that person's claim, the Provider must give any necessary treatment and shall be entitled to demand and accept a reasonable fee in accordance with regulation 19(e) of the PMS Agreements Regulations subject to the provision for repayment contained in paragraph 40.5.
- 40.5 Where a person from whom the Provider received a fee under regulation 19(e) of the PMS Agreements Regulations applies to the relevant Commissioner for a refund within fourteen (14) days of payment of the fee (or such longer period not exceeding a month as the relevant Commissioner may allow if it is satisfied that the failure to apply within fourteen (14) days was reasonable) and the relevant Commissioner is satisfied that the person was entitled to be treated by the Provider without paying a fee or other remuneration when the treatment was given, the relevant Commissioner may recover the amount of the fee from the Provider, by set off or otherwise, and must pay that amount to the person who paid the fee.
- 40.6 In the provision of the APMS Services, the Provider must:
- 40.6.1 provide information to the Service Users regarding other services it provides (other than under this Contract) only where appropriate and in accordance with the restriction on advertising Private Services in paragraph 51.3 and must ensure that such information is fair and accurate; and
- 40.6.2 where the other services are available to the Service User as part of the health service established pursuant to section 1 of the 2006 Act, inform the Service User:
- 40.6.2.1 that the services are so available;
- 40.6.2.2 of any charge that applies to that health service and, if no such charge applies, that the service is free; and
- 40.6.2.3 how to access those health services.
- 40.7 The Provider must not, either itself or through any other person, demand or accept from any of its Service Users a fee or other remuneration, for its own benefit or another's benefit, for the completion, in relation to the Service User's mental health, of:
- 40.7.1 a mental health evidence form; or
- 40.7.2 any examination of the Service User or of the Service User's medical record in order to complete the form,
- the purpose of which is to assist creditors in deciding which action to take where the debtor has a mental health problem.
- 40.8 The Provider must not, either itself or through any other person, demand or accept from a person who is not a Service User of the Provider, a fee or other remuneration, for its own benefit or another's benefit, for either of the following services provided on the Provider's Premises to which paragraph 2.8.2 applies, unless those services are provided outside of Core Hours:
- 40.8.1 for treatment consisting of an immunisation for which the Provider receives no

remuneration from the Commissioner when provided to its Service Users and which is requested in connection with travel abroad; or

40.8.2 for prescribing or providing drugs or medicines for malaria chemoprophylaxis.

41 Clinical Governance

41.1 Without prejudice to the Provider's obligation to meet all performance requirements under the Contract:

41.1.1 the Provider must have an effective System of Clinical Governance (which must include appropriate standard operating procedures in relation to the management and use of Controlled Drugs);

41.1.2 the Provider must nominate a person who will have responsibility for ensuring the effective operation of the System of Clinical Governance; and

41.1.3 the person nominated under paragraph 41.1.2 must be a person who performs or manages services under the Contract.

41.2 The Provider must co-operate with the Commissioners in the discharge of any obligations of the Commissioners or its accountable officers under section 17 (*Accountable Officers and their responsibilities as to Controlled Drugs*) and section 18 (*Co-operation between Health Bodies and other Organisations*) of the Health Act 2006.

42 Insurance

42.1 The Provider must not sub-contract its obligations to provide APMS Services under the Contract unless it has satisfied itself that the Sub-Contractor has in force in relation to it an Indemnity Arrangement which provides appropriate cover.

42.2 In this paragraph, "Indemnity Arrangement" means a contract of insurance or other arrangement made for the purpose of indemnifying the Provider.

43 Complaints Procedure

43.1 Any Complaints Procedure published pursuant to SC16 (Complaints) must cover a procedure to deal with any complaints in relation to any matter reasonably connected with the provision of services under the Contract.

43.2 The complaints procedure referred to in paragraph 43.1 shall comply with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009.

44 Assignment and Sub-Contracting

44.1 Without prejudice to GC12 (*Assignment and Sub-Contracting*), the Provider, if it has a list of Registered Service Users or a list of Registered Service Users is held in respect of it, must not sub-contract any of its rights or duties under this Contract in relation to the provision of Primary Medical Essential Services to a company or firm:

44.1.1 owned wholly or partly by the Provider, or by any former or current employee of, or partner or shareholder in, the Provider;

44.1.2 formed by or on behalf of the Provider, or from which it derives or may derive a pecuniary benefit; or

44.1.3 formed by or on behalf of a former or current employee of, or partner or shareholder in, the Provider, or from which such a person derives or may derive a pecuniary benefit,

where that company or firm is or was formed wholly or partly for the purpose of avoiding the restrictions on the sale of the goodwill of a medical practice in section 259 of the 2006 Act or any regulations made wholly or partly under that section.

45 Co-Operation with Investigations

45.1 The Provider must co-operate with:

- 45.1.1 any investigation of a complaint in relation to any matter reasonably connected with the provision of APMS Services by the Provider undertaken by the Commissioner or the Health Service Commissioner; or
- 45.1.2 any investigation of a complaint by an NHS body or local authority which relates to a Service User or former Service User; or
- 45.1.3 any further or other investigation initiated by the Commissioner in connection with the APMS Services.

45.2 In paragraph 45:

45.2.1 "NHS body" means:

45.2.1.1 in relation to England and Wales, the Commissioner or a CCG/ICB; and

45.2.1.2 in relation to England and Wales, Scotland and Northern Ireland, an NHS trust, an NHS foundation trust, a Local Health Board, a Health Board, a Health and Social Services Board or a Health and Social Services Trust;

45.2.2 "local authority" means:

45.2.2.1 any of the bodies listed in section 1 of the Local Authority Social Services Act 1970 (local authorities);

45.2.2.2 the Council of the Isles of Scilly;

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

45.2.2.4 the council of a county or county borough in Wales;

45.2.3 "Health Service Commissioner" means the person appointed Health Service Commissioner for England in accordance with section 1 of, and Schedule 1 to, the Health Service Commissioners Act 1993.

45.3 The co-operation required by paragraphs 45.1 and 45.2 includes:

- 45.3.1 answering questions reasonably put to the Provider by the Commissioners;
- 45.3.2 providing any information relating to the complaint reasonably required by the Commissioners; and
- 45.3.3 attending any meeting to consider the complaint (if held at a reasonably accessible place and at a reasonable hour, and due notice has been given) if the Provider's presence at the meeting is reasonably required by the Commissioners.

46 Variation of Contract: General

46.1 Notwithstanding GC13 (*Variations*), the Co-ordinating Commissioner may vary this Schedule without the Provider's consent where it:

46.1.1 is reasonably satisfied that it is necessary to vary this Schedule so as to comply with the 2006 Act or the 2012 Act, any regulations made pursuant to those Acts, or any direction given by the Secretary of State pursuant to the Acts (which, for the avoidance of doubt, includes any amendments to the APMS Directions); and

46.1.2 notifies the Provider in writing of the wording of the proposed variation and the date upon which that variation is to take effect,

and, where it is reasonably practicable to do so, the date that the proposed variation is to take effect will be not less than 14 days after the date on which the notice under paragraph 46.1.2 is served on the Provider.

46.2 Where this Contract is varied in accordance with its terms and, as a result of the variation there is to be a change in the range of services provided to the Provider's Registered Service Users or Service Users who are on the Provider's List of Service Users are to be removed from that list, the relevant Commissioner must notify those Service Users in Writing of the variation and its effect and inform them of the steps they can take to obtain elsewhere the services in question or, as the case may be, register elsewhere for the provision of Primary Medical Essential Services (or their equivalent).

46A Variation, suspension and enforcement of Contract terms in relation to pandemics etc.

46A.1 In this Contract, where an announcement is made by the Commissioner under Paragraph 46A.2, in the circumstances specified in that announcement, and for the period specified in that announcement:

46A.1.1 "Core Hours" means the period beginning at 8.00am and ending at 6.30pm on any day from Monday to Friday; and

46A.1.2 "Out of Hours Period" means:

46A.1.2.1 the period beginning at 6.30pm on any day from Monday to Friday and ending at 8.00am on the following day; and

46A.1.2.2 the period beginning at 6.30pm on Friday and ending at 8.00am on the following Monday.

46A.2 The Commissioner, with the agreement of the Secretary of State, for the purpose set out in Paragraph 46A.3, may make an announcement to the effect that the core hours of Providers (which include the Provider) are to include Good Friday and Bank Holidays:

46A.2.1 in the area to which the announcement relates;

46A.2.2 in the circumstances specified in the announcement; and

46A.2.3 during the period specified in the announcement.

46A.3 An announcement may be made under Paragraph 46A.2 in order to assist in the management of a serious or potentially serious risk to human health arising as a consequence of a disease being, or in anticipation of a disease being imminently:

46A.3.1 pandemic; and

46A.3.2 a serious risk or potentially a serious risk to human health.

46A.4 Under this Contract, where reference is made to an announcement or advice of the Commissioner that relates to a disease being, or in anticipation of a disease being imminently:

- 46A.4.1 pandemic; and
 - 46A.4.2 a serious risk or potentially serious risk to human health,
- it is to that announcement or advice, which may be withdrawn at any time, as amended from time to time.
- 46A.5 Any term that is part of this Contract as a consequence of action taken under the APMS Directions, by agreement between the parties or by virtue of regulation 47(2) of the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 is temporarily not part of this Agreement, in the particular circumstances mentioned in Paragraph 46A.5.3.2 and during the period mentioned in Paragraph 46A.5.3.3, in the following circumstances:
 - 46A.5.1 as a consequence of a disease being, or in anticipation of a disease being imminently:
 - 46A.5.1.1 pandemic; and
 - 46A.5.1.2 a serious risk or potentially a serious risk to human health;

the Commissioner with the agreement of the Secretary of State has made an announcement in respect of the prioritisation of services to be provided in, or in any part of, England as part of the health service;
 - 46A.5.2 the prioritisation is in order to assist in the management of the serious risk or potentially serious risk to human health;
 - 46A.5.3 as part of the announcement, the Commissioner with the agreement of the Secretary of State has issued advice to the effect that Providers are not to comply with a specified type of term of alternative provider medical services agreements:
 - 46A.5.3.1 in the area to which the announcement relates;
 - 46A.5.3.2 in the circumstances specified in the announcement; and
 - 46A.5.3.3 during the period specified in the announcement; and
 - 46A.5.4 the Provider is situated in the area to which the announcement relates and compliance with the term (it being of the specified type) would, but for the effect of this paragraph, be a requirement of this Contract.
 - 46A.6 The Commissioner must not take enforcement action, as provided for in this Contract, in respect of a breach of a term of this Contract in the following circumstances:
 - 46A.6.1 as a consequence of a disease being, or in anticipation of a disease being imminently:
 - 46A.6.1.1 pandemic; and
 - 46A.6.1.2 a serious risk or potentially a serious risk to human health;

the Commissioner with the agreement of the Secretary of State has made an announcement in respect of the prioritisation of services to be provided in, or in any part of, England as part of the health service;
 - 46A.6.2 the prioritisation is in order to assist in the management of the serious risk or potentially serious risk to human health;
 - 46A.6.3 as part of the announcement, the Commissioner with the agreement of the Secretary of State has issued advice to the effect that Providers need not comply with a specified type of term of alternative provider medical services agreements:

- 46A.6.3.1 in the area to which the announcement relates;
- 46A.6.3.2 in the circumstances specified in the announcement; and
- 46A.6.3.3 during the period specified in the announcement; and

46A.6.4 the Provider:

- 46A.6.4.1 is situated in the area to which the announcement relates; and
- 46A.6.4.2 has not complied with the term (it being of the specified type) in the particular circumstances mentioned in Paragraph 46A.6.3.2 and during the period mentioned in Paragraph 46A.6.3.3.

47 Termination General

- 47.1 The termination provisions in this Schedule are without prejudice to any other rights of termination the Co-ordinating Commissioner may have under the Contract.

48 Termination by the Commissioner for the Provision of Untrue Etc Information

- 48.1 Without prejudice to GC17 (*Termination*) the Co-ordinating Commissioner may serve notice in Writing on the Provider terminating the Contract or the APMS Services forthwith, or from such date as may be specified in the notice if, after the Contract has been entered into, it comes to the attention of the Commissioners that written information provided to the Commissioners by the Provider before the Contract was entered into in relation to the conditions set out in Direction 4 of the APMS Directions (and compliance with those conditions) was, when given, untrue or inaccurate in a material respect.

49 Other Grounds for Termination by the Commissioner

- 49.1 The Co-ordinating Commissioner may serve notice in Writing terminating the Contract or the APMS Services forthwith, or from such date as may be specified in the notice if:
 - 49.1.1 in the case of a Contract with an individual, the individual;
 - 49.1.2 in the case of a Contract with a company:
 - 49.1.2.1 the company; or
 - 49.1.2.2 any director or company secretary of the company;
 - 49.1.3 in the case of a Contract with a partnership:
 - 49.1.3.1 any individual member of the partnership; or
 - 49.1.3.2 the partnership; or
 - 49.1.4 in the case of a Contract with an industrial and provident society, a co-operative society, a community benefit society, a friendly society, a voluntary organisation or any other body:
 - 49.1.4.1 the society, organisation or other body; or
 - 49.1.4.2 an officer, trustee or any other person concerned with the management of the society, organisation or body,

falls within paragraph 49.2 during the existence of the Contract;

49.2 A person falls within this sub-paragraph if:

- 49.2.1 he or it is the subject of a National Disqualification;
- 49.2.2 subject to paragraph 49.5, he or it is disqualified or suspended (other than by an interim suspension order or direction pending an investigation or a suspension on the grounds of ill-health) from practising by any Licensing Body anywhere in the world;
- 49.2.3 subject to paragraph 49.6, he has been dismissed (otherwise than by reason of redundancy) from any employment by a Health Service Body unless before the Co-ordinating Commissioner has served a notice terminating the Contract or the APMS Services pursuant to this paragraph, he is employed by the Health Service Body that dismissed him or by another Health Service Body. For the purposes of this paragraph, where a person has been employed as a member of a healthcare profession, any subsequent employment must also be as a member of that profession;
- 49.2.4 he or it is removed from, or refused admission to, a Primary Care List by reason of inefficiency, fraud or unsuitability (within the meaning of section 151(2), (3) and (4) of the 2006 Act respectively) unless his or its name has subsequently been included in such a list;
- 49.2.5 he has been convicted in the United Kingdom of murder;
- 49.2.6 he has been convicted in the United Kingdom of a criminal offence and has been sentenced to a term of imprisonment of over six months;
- 49.2.7 subject to paragraph 49.7, he has been convicted elsewhere of an offence:
 - 49.2.7.1 which would, if committed in England and Wales, constitute murder; or
 - 49.2.7.2 which would, if committed in England and Wales, constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over six months;
- 49.2.8 he has been convicted of an offence referred to in Schedule 1 to the Children and Young Persons Act 1933 or Schedule 1 to the Criminal Procedure (Scotland) Act 1995;
- 49.2.9 he or it has:
 - 49.2.9.1 been adjudged bankrupt or had sequestration of his estate awarded or is a person in relation to whom a moratorium period under a debt relief order (under Part VIIA of the Insolvency Act 1986) applies unless he has been discharged from that bankruptcy or sequestration or the bankruptcy order has been annulled;
 - 49.2.9.2 been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986 or Schedule 2A to the Insolvency (Northern Ireland) Order 1989, or Part 13 of the Bankruptcy (Scotland) Act 2016, unless that order has ceased to have effect or has been annulled;
 - 49.2.9.3 been made the subject of a debt relief restrictions order or interim debt relief restrictions order under Schedule 4ZB to the Insolvency Act 1986 unless that order has ceased to have effect or has been annulled;
 - 49.2.9.4 made a composition or arrangement with, or granted a trust deed for, his or its creditors unless he or it has been discharged in respect of it;
 - 49.2.9.5 an administrator, administrative receiver or receiver appointed in respect of it;

- 49.2.9.6 an administration order made in respect of it under Schedule B1 to the Insolvency Act 1986; or
- 49.2.9.7 been wound up under Part IV of the Insolvency Act 1986;
- 49.2.10 he has been:
 - 49.2.10.1 removed from the office of Charity Trustee or trustee for a charity by an order made by the Charity Commissioners, the Charity Commission for Northern Ireland or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated; or
 - 49.2.10.2 removed under section 34 of the Charities and Trustee Investment (Scotland) Act 2005 (powers of Court of Session), from being concerned in the management or control of any body;
- 49.2.11 he is subject to a disqualification order under the Company Directors Disqualification Act 1986, the Companies Directors Disqualification (Northern Ireland) Order 2002 or to an order made under section 429(2)(b) of the Insolvency Act 1986 (failure to pay under county court administration order); or
- 49.2.12 he has refused to comply with a request by a Commissioner for him to be medically examined on the grounds that it is concerned that he is incapable of adequately providing services under the Contract; or
- 49.2.13 he has been included in any barred list within the meaning of section 2 of the Safeguarding Vulnerable Group Act 2006 or Article 6 of the Safeguarding Vulnerable Groups (Northern Ireland) Order 2007; or
- 49.2.14 where the Contract is with a partnership and a dissolution of the partnership is ordered by any competent court, tribunal or arbitrator, or an event happens that makes it unlawful for the business of the partnership to continue, or for members of the partnership to carry on in the partnership; or
- 49.2.15 The Provider's registration with the Care Quality Commission has been cancelled in accordance with section 17(1) of the Health and Social Care Act 2008, and that cancellation is the final decision of the Care Quality Commission, or, where an appeal has been launched, is the outcome of that appeal.
- 49.3 Where the Contract is with a single individual and that individual dies, the Contract shall terminate at the end of the period of seven (7) days after the date of his death unless, before the end of that period the Co-ordinating Commissioner has agreed in Writing with the Provider's personal representatives that the Contract should continue for a further period, not exceeding twenty eight (28) days after the end of the period of seven (7) days.
- 49.4 Paragraph 49.3 does not affect any other rights to terminate the Contract which the Co-ordinating Commissioner may have under this Contract.
- 49.5 The Co-ordinating Commissioner may not terminate this Contract or the APMS Services pursuant to paragraph 49.2.2 where the Co-ordinating Commissioner is satisfied that the disqualification or suspension imposed by a Licensing Body outside the United Kingdom does not make the person unsuitable to be:
 - 49.5.1 a party to the Contract;
 - 49.5.2 in the case of a Contract with a company, a person both legally and beneficially owning a share in the qualifying body, or a director or secretary of the company, as the case may be; or

- 49.5.3 in the case of a Contract with an industrial or provident society, a co-operative society, a community benefit society, a friendly society, a voluntary organisation, or another body, an officer, trustee or other person connected with the management of such a society, organisation or other body.
- 49.6 The Co-ordinating Commissioner must not terminate the Contract or the APMS Services pursuant to paragraph 49.2.3;
- 49.6.1 until a period of at least three months has elapsed since the date of the dismissal of the person concerned; or
 - 49.6.2 if, during the period of time specified in paragraph 49.6.1, the person concerned brings proceedings in any competent tribunal or court in respect of his dismissal, until proceedings before that tribunal or court are concluded,
- and the Co-ordinating Commissioner may only terminate the Contract or the APMS Services at the end of the period specified in paragraph 49.6.2 if there is no finding of unfair dismissal at the end of those proceedings.
- 49.7 The Co-ordinating Commissioner must not terminate the Contract or the APMS Services pursuant to paragraph 49.2.7 where the Co-ordinating Commissioner is satisfied that the conviction does not make the person unsuitable to be:
- 49.7.1 a party to the Contract;
 - 49.7.2 in the case of a Contract with a company:
 - 49.7.2.1 a person both legally and beneficially owning a share in the company; or
 - 49.7.2.2 a director or secretary of the company,
 as the case may be; or
 - 49.7.3 in the case of a Contract with an industrial or provident society, a co-operative society, a community benefit society, a friendly society, a voluntary organisation, or another body, an officer, trustee or other person connected with the management of such a society, organisation or other body.

50 Termination by the Commissioner for a Serious Breach

- 50.1 The Co-ordinating Commissioner may serve notice in Writing on the Provider terminating the Contract or the APMS Services forthwith or with effect from such date as may be specified in the notice if:
- 50.1.1 the Provider has breached the Contract and as a result of that breach, the safety of the Provider's Service Users is at serious risk if the Contract is not terminated; or
 - 50.1.2 the Provider's financial situation is such that the Co-ordinating Commissioner considers that a Commissioner is at risk of material financial loss.
- 50.2 If the Provider breaches the condition specified in paragraph 44 and it comes to the Co-ordinating Commissioner's attention that the Provider has done so, the Co-ordinating Commissioner must serve notice in Writing on the Provider:
- 50.2.1 terminating this Contract or the APMS Services forthwith; or
 - 50.2.2 instructing it to terminate the sub-contracting arrangements that give rise to the breach forthwith, and if it fails to comply with the instruction, the Co-ordinating Commissioner must serve a notice in Writing on the Provider terminating the Contract or the APMS

Services forthwith.

51 Use of NHS Primary Care Logo, Marketing Campaigns and Advertising Private Services

- 51.1 Where the Provider 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 NHS England.
- 51.2 The Provider must participate in a manner reasonably requested by the Commissioner in up to 6 marketing campaigns in each Financial Year.
- 51.3 The Provider must not advertise the provision of Private Services, either itself or through any other person, whether the Provider provides the Private Services itself or they are provided by another person, by any written or electronic means where the same are used to advertise the APMS Services it provides.

52 Gifts

- 52.1 Without prejudice to GC27, the Provider must keep a register of gifts which:
- 52.1.1 are given to any of the persons specified in paragraph 52.2 by or on behalf of:
 - 52.1.1.1 a Service User;
 - 52.1.1.2 a relative of a Service User; or
 - 52.1.1.3 any person who provides or wishes to provide services to the Provider or its Service Users in connection with this Contract; and
 - 52.1.2 have, in the Provider's reasonable opinion, an individual value of more than £100.00.
- 52.2 The persons referred to in paragraph 52.1 are:
- 52.2.1 any person employed by the Provider for the purposes of this Contract;
 - 52.2.2 any General Medical Practitioner engaged by the Provider for the purposes of this Contract;
 - 52.2.3 any spouse or civil partner of a Provider (where the Provider is an individual) or of a person specified in paragraphs 52.2.1 and 52.2.2; or
 - 52.2.4 any person (whether or not of the opposite sex) whose relationship with a Provider (where the Provider is an individual) or with a person specified in paragraphs 52.2.1 and 52.2.2 has the characteristics of the relationship between husband and wife.
- 52.3 Paragraph 52.1 does not apply where:
- 52.3.1 there are reasonable grounds for believing that the gift is unconnected with the APMS Services provided or to be provided by the Provider;
 - 52.3.2 the Provider is not aware of the gift; or
 - 52.3.3 the Provider is not aware that the donor wishes to provide services to the Provider or its Service Users.
- 52.4 The Provider must take reasonable steps to ensure that it is informed of gifts which fall within paragraph 52.1 and which are given to the persons specified in paragraphs 52.2.1 to 52.2.4.

52.5 The register referred to in paragraph 52.1 must include the following information:

- 52.5.1 the name of the donor;
- 52.5.2 in a case where the donor is a Service User, the Service User's National Health Service number or, if the number is not known, his address;
- 52.5.3 in any other case, the address of the donor;
- 52.5.4 what the gift is;
- 52.5.5 the estimated value of the gift; and
- 52.5.6 the name of the person or persons who received the gift.

52.6 The Provider must make the register available to the Co-ordinating Commissioner on request.

53 Relationship Between the Parties

53.1 *Where the Provider provides Primary Medical Essential Services to Service Users on its List of Service Users, the Co-ordinating Commissioner will require the Provider to be a member of a CCG/ICB.*

53.2 *Where the Provider is required to be a member of a CCG/ICB in accordance with paragraph 53.1, the Provider must appoint one individual, who is a Health Care Professional, to act on the Provider's behalf in the dealings between the Provider and the CCG/ICB to which it belongs.*

54 Practice Leaflet

54.1 *The Provider must:*

- 54.1.1 *compile a Practice Leaflet which shall include the information specified in Annex 4;*
- 54.1.2 *review its Practice Leaflet at least once in every period of twelve (12) months and make any amendments necessary to maintain its accuracy;*
- 54.1.3 *make available a copy of the leaflet, and any subsequent updates, to its Service Users and prospective Service Users and to the relevant Commissioner;*
- 54.1.4 *amend the Practice Leaflet if there are any material changes to the APMS Services or to the information provided therein within three (3) months of such change(s).*

55 Compliance with Legislation and Guidance

55.1 The Provider must comply with all relevant legislation and have regard to all relevant guidance issued by the Commissioners, the Secretary of State or local authorities, in respect of the exercise of their functions under the 2006 Act.

Annex 1 - Definitions

In this Schedule the following words and phrases have the following meanings:

Accountable GP	a General Medical Practitioner assigned to a Registered Service User in accordance with this Schedule
Advanced Electronic Signature	an Electronic Signature which is: <ul style="list-style-type: none">(a) uniquely linked to the signatory;(b) capable of identifying the signatory;(c) created using electronic signature creation data that the signatory can, with a high level of confidence, use under their sole control; and(d) linked to the data to which it relates in such a manner that any subsequent change of data is detectable
APMS Contract	an arrangement made under section 83(2) of the 2006 Act for the provision of Primary Medical Services, and includes any arrangements which are made in reliance on a combination of section 83(2) of the 2006 Act and any other powers available to the Board under Part 4 of that Act
APMS Directions	the Alternative Provider Medical Services Directions 2020
APMS Services	those Primary Medical Services specified in Annex 2 and further described in the relevant Service Specifications
Appliance	an appliance which is included in a list for the time being approved by the Secretary of State for the purposes of section 126 of the 2006 Act
Approved Medical Practice	shall be construed in accordance with section 10A of the Medical Act 1983 as amended or replaced from time to time
Appropriate Person	<ul style="list-style-type: none">(a) in relation to a person who has not attained the age of 16 years:<ul style="list-style-type: none">(i) either parent, or in the absence of both parents, the guardian or other adult who has care of the Child;(ii) a person duly authorised by a local authority to whose care the Child has been committed under the Children Act 1989; or(iii) a person duly authorised by a voluntary organisation by which the Child is being accommodated under the provisions of that Act;(b) in relation to a person who lacks capacity:<ul style="list-style-type: none">(i) to make an application or provide information

to, to accept an offer from, or otherwise communicate with, the Provider; or

- (ii) to authorise the making of an application or provision of information to, the acceptance of an offer from, or other communication with, the Provider on their behalf;

a relative of that person, the primary carer of that person, a donee of a lasting power of attorney granted by that person or a deputy appointed for that person by the court under the provisions of the Mental Capacity Act 2005.

Approved Medical Practice	shall be construed in accordance with section 10A of the Medical Act 1983 as amended or replaced from time to time
Armed Forces of the Crown	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)
Bank Holiday	any day that is specified or proclaimed as a bank holiday in England pursuant to section 1 (bank holidays) of the Banking and Financial Dealings Act 1971
Batch Issue	has the meaning given in the NHS (PMS Agreements) Regulations 2015 (SI 2015/1879)
CCT	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
Charity Trustee	one of the persons having the general control and management of the administration of a charity
Chemist	<ul style="list-style-type: none">(a) a registered pharmacist;(b) a person lawfully conducting a retail pharmacy business in accordance with section 69 of the Medicines Act 1968; or(c) a supplier of Appliances, who is included in the list of a Commissioner under Part 7 the 2006 Act or who provides local pharmaceutical services in accordance with LPS arrangements
Child or Children	a person or people under the age of 16 years
Chiropodist or Podiatrist Independent Prescriber	a chiropodist or podiatrist who is registered in Part 2 of the register maintained under article 5 of the Health Professions Order 2001 (establishment and maintenance of register), and against whose name in that register is recorded an annotation signifying that the chiropodist or podiatrist is qualified to order drugs, medicines and Appliances as a chiropodist or podiatrist independent prescriber
Clinical Correspondence	all correspondence in Writing, whether in electronic form or otherwise, between the Provider and other health service

	providers concerning or arising out of Service User attendance and treatment at the Provider Premises including referrals made by letter or by any other means
Commissioner	for the purposes of this Schedule means both the relevant party identified as such in the Particulars and (where appropriate or necessary) NHS England
Controlled Drugs	has the meaning given in section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act)
Core Hours	unless expressed more extensively, and subject to Paragraph 46A.1, the period beginning at 8am and ending at 6.30pm on any day from Monday to Friday except Good Friday, Christmas Day or Bank Holidays
Detained Estate Healthcare Service	the healthcare service commissioned by NHS England in respect of persons who are detained in prison or in other secure accommodation by virtue of regulations made under section 3B(1)(c) of the 2006 Act
Dispenser	a Chemist, medical practitioner or the Provider whom a Service User wishes to dispense his Electronic Prescriptions
Dispensing Services	the provision of drugs, medicines or Appliances that may be provided as pharmaceutical services by a medical practitioner in accordance with arrangements made under section 126 (Arrangements for Pharmaceutical Services) and section 129 (Regulations as to Pharmaceutical Services) of the 2006 Act
Drug Tariff	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
Electronic Communication	has the same meaning as in section 15 of the Electronic Communications Act 2000
Electronic Prescription	an Electronic Prescription Form or Electronic Repeatable Prescription
Electronic Prescription Form	a prescription form which falls within paragraph (b) of the definition of "Prescription Form"
Electronic Prescription Service	the service of that name which is operated by the Health and Social Care Information Centre
Electronic Repeatable Prescription	a prescription which falls within paragraph (b) of the definition of "Repeatable Prescription"
Electronic Signature	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
Enhanced Services	has the meaning given in the GMS Contracts Regulations
EPS Token	a form (which may be an electronic form), approved by the Secretary of State, which:

	(a) is issued by a Prescriber at the same time as an Electronic Prescription is created; and
	(b) has a barcode that enables the prescription to be dispensed by a provider of pharmaceutical services that is able to use the Electronic Prescription Service for the purposes of dispensing prescriptions, in circumstances where the provider is not dispensing the prescription as a Nominated Dispenser
Existing Contract or Other Arrangement	a contract or arrangement that was entered into prior to 1st April 2010 and which remains in force on 1st April 2010
Financial Year	has the meaning given in section 275(1) of the 2006 Act
General Medical Practitioner or GP	except where the context otherwise requires, a medical practitioner whose name is included in the General Practitioner Register kept by the General Medical Council
Geographical Number	a number which has a geographical area code as its prefix
GMS Contracts Regulations	the National Health Service (General Medical Services Contracts) Regulations 2015
GP2GP Facility	the facility provided by the relevant Commissioner to the Provider which enables the electronic health records of a Registered Service User which are held on the computerised clinical systems of the Provider to be transferred securely and directly to another provider of Primary Medical Services with which the Service User has registered
GP Specialty Registrar	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
Health and Social Care Information Centre	a body corporate established under section 252(1) of the 2012 Act which is also known as NHS Digital
Health and Social Services Board	a Health and Social Services Board established under the Health and Personal Social Services (Northern Ireland) Order 1972
Health and Social Services Trust	a Health and Social Services Trust established under article 10(1) of the Health and Personal Social Services (Northern Ireland) Order 1991
Health Board	a Health Board established under section 2 of the National Health Service (Scotland) Act 1978
Health Care Professional	has the same meaning as in section 93 of the 2006 Act
Health Check	a consultation undertaken by the Provider in the course of which it must make such inquiries and undertake such examinations of the Service User as appear to it to be appropriate in all the circumstances
Health Service Body	includes a Strategic Health Authority or a Primary Care Trust which was established before the coming into force of section

33 (abolition of Strategic Health Authorities) or 34 (abolition of Primary Care Trusts) of the 2012 Act

Home Oxygen Order Form	a form provided by the relevant Commissioner and issued by a Health Care Professional to authorise a person to supply Home Oxygen Services to a Service User requiring oxygen therapy at home
Home Oxygen Services	any of the following forms of oxygen therapy or supply: <ul style="list-style-type: none">(a) ambulatory oxygen supply;(b) urgent supply;(c) hospital discharge supply;(d) long term oxygen therapy; and(e) short burst oxygen therapy
Independent Nurse Prescriber	a person: <ul style="list-style-type: none">(a) who is either engaged or employed by the Provider;(b) who is registered in the Nursing and Midwifery Register; and(c) in respect of whom an annotation signifying that he is qualified to order drugs, medicines and Appliances from as a community practitioner nurse prescriber, a nurse independent prescriber or as a nurse independent/Supplementary Prescriber
Licensing Body	any body that licenses or regulates any profession
List of Service Users	in relation to the Provider, the list maintained in respect of the Provider by the relevant Commissioner under direction 17 of the APMS Directions
Listed Medicines	the drugs mentioned in regulation 13(1) of the National Health Service (Charges for Drugs and Appliances) Regulations 2015
Listed Medicines Voucher	a form provided by the relevant Commissioner for use for the purpose of ordering a Listed Medicine
Local Health Board	a body established under section 11 of the National Health Service (Wales) Act 2006 (Local Health Boards)
Medical Officer	a medical practitioner who is: <ul style="list-style-type: none">(a) employed or engaged by the Department for Work and Pensions; or(b) provided by an organisation in pursuance of a contract entered into with the Secretary of State for Work and Pensions

Medical Performers List	a list of medical practitioners maintained and published by NHS England in accordance with section 91(1) (Persons Performing Primary Medical Services) of the 2006 Act
Medical Register	the registers kept under section 2 of the Medical Act 1983
National Diabetes Audit	NHS England's clinical priority programme on diabetes which measures the effectiveness of diabetes healthcare provided against clinical guidelines and quality standards issued by NICE
National Disqualification	<p>(a) a decision made by the First-tier Tribunal under section 159 of the 2006 Act (national disqualification) or under regulations corresponding to that section, or</p> <p>(b) a decision under provisions in force in Wales, Scotland or Northern Ireland corresponding to section 159 of the 2006 Act (national disqualification)</p>
NHS Contract	has the meaning assigned to it in section 9 of the 2006 Act
NHS Digital Workforce Collection	means the successor to the GP Workforce Census undertaken by the Health and Social Care Information Centre annually
Nominated Dispenser	a Chemist, medical practitioner or Provider who has been nominated in respect of a Service User and the details of that nomination are held in respect of that Service User in the Service User Demographics Service, which is operated by the Information Centre for Health and Social Care
Non-Electronic Prescription Form	<p>a form for the purpose of ordering a drug, medicine or Appliance which is:</p> <p>(a) provided by the relevant Commissioner, a local authority or the Secretary of State;</p> <p>(b) issued by the Prescriber;</p> <p>(c) indicates that the drug, medicine or Appliance ordered may be provided more than once; and</p> <p>(d) specifies the number of occasions on which they may be provided</p>
Non-Electronic Repeatable Prescription	a Prescription which falls within paragraph (a)(i) of the definition of "Repeatable Prescription"
Nursing and Midwifery Register	the register maintained by the Nursing and Midwifery Council under the Nursing and Midwifery Order 2001
Nursing Officer	<p>a Health Care Professional who is registered on the Nursing and Midwifery Register and:</p> <p>(a) employed or engaged by the Department for Work and Pensions, or</p> <p>(b) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions</p>

Occupational Therapist

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:

- (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

Online Practice Profile

has the meaning given in Paragraph 29A.7

Optometrist Independent Prescriber

a person who is registered in the register of optometrists maintained under section 7(a) of the Opticians Act 1989 (register of opticians) and against whose name is recorded an annotation signifying that that person is qualified to order drugs, medicines and Appliances as an optometrist independent prescriber

Out of Hours Period

subject to Paragraph 46A.1:

- (a) the period beginning at 6.30pm on any day from Monday to Thursday and ending at 8am on the following day;
- (b) the period between 6.30pm on Friday and 8am on the following Monday; and
- (c) Good Friday, Christmas Day and Bank Holidays;

except where the Core Hours (as defined in this Agreement) are different from the period defined as core hours in the PMS Agreements Regulations, in which case "Out of Hours Period" means those periods which fall outside of the Core Hours (as defined in this Agreement)

Out of Hours Services

services required to be provided in all or part of the Out of Hours Period which would be Primary Medical Essential Services if provided by a Provider to its Registered Service Users in Core Hours

Paramedic Independent Prescriber

a person:

- (a) who is either engaged or employed by the Provider or is party to the Contract;
- (b) who is registered in the register maintained by the Health and Care Professions Council under article 5 of the Health Professions Order 2001 (establishment and maintenance of register); and
- (c) against whose name in that register is recorded an annotation signifying that that person is qualified to order drugs, medicines or Appliances as a paramedic independent prescriber

Pharmacist Independent Prescriber	<p>a person:</p> <ul style="list-style-type: none"> (a) who is either engaged or employed by the Provider or is party to the Contract; (b) who is registered in Part 1 of the register maintained under Article 19 of the Pharmacy Order 2010 (establishment, maintenance and access to the register) as amended or replaced from time to time or the register maintained in pursuance of Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976; and (c) against whose name in that register is recorded an annotation signifying that he is qualified to order drugs, medicines and Appliances as a pharmacist independent prescriber
Physiotherapist Independent Prescriber	<p>a physiotherapist who is registered in Part 9 of the register maintained under article 5 of the Health Professions Order 2001 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</p>
Physiotherapist	<p>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:</p> <ul style="list-style-type: none"> (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
PMS Agreements Regulations	<p>the National Health Service (Personal Medical Services Agreements) Regulations 2015</p>
Post-Registration Programme	<p>a programme of post-registration supervised clinical practice as referred to in paragraph 9.2.3.2</p>
Practice	<p>the business operated by the Provider for the purpose of delivering APMS Services under the Contract</p>
Practice Leaflet	<p>a leaflet drawn up in accordance with paragraph 54</p>
Practice Website	<p>a website through which the Provider advertises the Primary Medical Services it provides</p>
Prescriber	<ul style="list-style-type: none"> (a) a Chiropodist or Podiatrist Independent Prescriber; (b) an Independent Nurse Prescriber; (c) a medical practitioner; (d) an optometrist independent prescriber; (e) a Paramedic Independent Prescriber;

- (f) a Pharmaceutical Independent Prescriber;
- (g) a Physiotherapist Independent Prescriber;
- (h) a Supplementary Prescriber; and
- (i) a therapeutic radiographer independent prescriber;

who is either engaged or employed by the Provider, or is a party to this Contract;

Prescription Form

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 relevant Commissioner, a local authority or the Secretary of State;
 - (ii) issued by a Prescriber; and
 - (iii) does not indicate that the drug, medicine or Appliance ordered may be ordered more than once; or
- (b) where paragraph 15.1 (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 Provider by the Electronic Prescription Service; and
 - (iii) (does not indicate that the drug, medicine or Appliance ordered may be provided more than once

Prescription Only Medicine

a medicine referred to in regulation 5(3) (Classification of Medicinal Products) of the Human Medicines Regulations 2012

Primary Care List

- (a) a list of persons performing Primary Medical Services under Part 4 of the 2006 Act, primary dental services under Part 5 of the 2006 Act or primary ophthalmic services under Part 6 of the 2006 Act, prepared in accordance with regulations made under sections 91, 106, 123, 145, 146, 147A or 149 respectively of the 2006 Act;
- (b) a list of persons undertaking to provide Primary Medical Services, primary dental services, primary ophthalmic services or, as the case may be, pharmaceutical services prepared in accordance with regulations made under the applicable provisions of the 2006 Act;
- (c) a list corresponding to any of the above lists in Wales,

Scotland or Northern Ireland

Primary Care Web Tool	the approved webtool made available by the Commissioner to the Provider for the purposes of submitting data online, available at: https://www.primarycare.nhs.uk/
Primary Medical Essential Services	the services described in regulation 17 of the GMS Contracts Regulations, or services that are equivalent to those services, and which are provided during Core Hours
Primary Medical Services	medical services provided under or by virtue of a contract or agreement to which Part 4 of the 2006 Act applies
Private Services	the provision of any treatment which would amount to Primary Medical Services if it was provided under or by virtue of a contract or agreement to which the provisions of Part 4 of the 2006 Act applies
Provider's EPS Phase 4 Date	the date, encoded within the Electronic Prescription Service software, which is the date that the Provider has agreed is to be the date on and after which the Provider's Prescribers are to use the Electronic Prescription Service for all eligible prescriptions
Provider's Premises	an address or addresses of a Services Environment specified in Annex 3 of the Contract at which APMS Services are to be provided under the Contract
Registered Service User	a person: <ul style="list-style-type: none">(a) who is recorded by the relevant Commissioner pursuant to the APMS Directions as being on the Provider's List of Service Users, or(b) whom the Provider has accepted for inclusion on its List of Service Users, whether or not notification of that acceptance has been received by the relevant Commissioner and who has not been notified by the relevant Commissioner as having ceased to be on that list
Relevant Calls	calls: <ul style="list-style-type: none">(a) made by Service Users to the Provider's Premises for any reason related to Services provided under this Contract; and(b) made by persons, other than Service Users, to the Provider's Premises in relation to services provided as part of the health service
Relevant Register	<ul style="list-style-type: none">(a) in relation to a nurse, the Nursing and Midwifery Register;(b) in relation to a pharmacist, Part 1 of the register maintained under Article 10 of the Pharmacists and Pharmacy Technicians Order 2007 as amended or replaced from time to time or the register maintained in pursuance of Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976;

- (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 Professions Council in pursuance of article 5 of the Health and Social Work Professions Order 2001 relating to:
 - (i) chiropodists and podiatrists,
 - (ii) paramedics,
 - (iii) physiotherapists, or
 - (iv) radiographers

Repeat Dispensing Services

pharmaceutical services or Local Pharmaceutical Services which involve the provisions of drugs, medicines or Appliances by a Chemist in accordance with a Repeatable Prescription

Repeatable Prescriber

a Prescriber who is:

- (a) engaged or employed by the Provider where the Provider provides Repeatable Prescribing Services under the terms of the Contract; or
- (b) a party to the Contract where such services are provided

Repeatable Prescribing Services

services which involve the prescribing of drugs, medicines or Appliances on a Repeatable Prescription

Repeatable Prescription

except in the context of the expression Electronic Repeatable Prescription and Non-Electronic Repeatable Prescription, a Prescription which:

- (a) is a form provided by the relevant Commissioner, 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 NHS Business Services Authority and which:
 - (i) is issued, or is to be 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, or is to indicate, that the drug, medicine or Appliance ordered may be provided more than once; and
 - (iii) specifies, or is to specify the number of occasions on which they may be provided; or
- (b) where paragraph 15.1 (Electronic Prescriptions) applies, is data created in an electronic form for the purposes of ordering a drug, medicine or Appliance, which:

- (i) is signed, or to be signed, with the Prescriber's Advanced Electronic Signature;
- (ii) is transmitted, or is to be transmitted, as an Electronic Communication to a nominated dispensing Provider by the Electronic Prescription Service; and
- (iii) indicates, or is to indicate, that the drugs, medicines or Appliances ordered may be provided more than once and specifies the number of occasions on which they may be provided

Restricted Availability Appliance an Appliance which is approved for particular categories of persons or particular purposes only

Scheduled Drug

- (a) a drug, medicine or other substance specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which may not be ordered for Service Users in the provision of medical services under the Contract; or
- (b) except where the conditions in 22.1 are satisfied, a drug, medicine or other substance which is specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which can only be ordered for specified Service Users and specified purposes

Scheduled Release Date the date on which the person making an application under paragraph 28E.2.3 is due to be released from detention in prison

Service User Registration Area the area in respect of which persons resident in it will, subject to any other terms of the Contract relating to Service User registration, be entitled to register with the Provider or seek acceptance by the Provider as a Temporary Resident; The Service User Registration Area is set out in Annex 1 of Schedule 2

Summary Care Record means the system approved by the Commissioner for the automated uploading, storing and displaying of Service User data relating to medications, allergies, adverse reactions and, where agreed with the Provider and subject to the Service User's consent, any other data (other than any information recorded in accordance with Paragraph 27.10A or any information about ethnicity provided under Paragraph 27.23A) taken from the Service User's electronic record

Summary Information items of Service User data that comprise the Summary Care Record

Supplementary Prescriber a person:

- (a) who is either engaged or employed by the Provider; or
- (b) whose name is registered in:
 - (i) the Nursing and Midwifery Register;

- (ii) Part 1 of the Register maintained under Article 19 of the Pharmacy Order 2010;
- (iii) the register maintained in pursuance of articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976;
- (iv) the register maintained by the Health and Care Professions Council under article 5 of the Health and Social Work Professions Order 2001 (establishment and maintenance of register) relating to:
 - (aa) chiropodists and podiatrists;
 - (bb) dieticians;
 - (cc) paramedics;
 - (dd) physiotherapists;
 - (ee) radiographers;the register of optometrists maintained by the General Optical Council pursuant to section 7 of the Opticians Act 1989; and
- (c) against whose name is recorded in the Relevant Register an annotation or entry signifying that he is qualified to order drugs medicines and Appliances as a Supplementary Prescriber or, in the case of the Nursing and Midwifery Register, a nurse independent/Supplementary Prescriber

System of Clinical Governance

a framework through which the Provider endeavours continuously to improve the quality of its Services and safeguard high standards of care by creating an environment in which clinical excellence can flourish

Temporary Resident

has the meaning given in the GMS Contracts Regulations

Therapeutic Radiographer Independent Prescriber

a radiographer who is registered in Part 11 of the register maintained under article 5 of the Health Professions Order 2001 and against whose name in that register is recorded:

- (a) an entitlement to use the title “therapeutic radiographer”; and
- (b) an annotation signifying that the radiographer is qualified to order drugs ,medicines and Appliances as a therapeutic radiographer independent prescriber

Writing

except in paragraph 46.1 and unless the context otherwise requires, includes electronic mail and “written” should be construed accordingly

Annex 2 – The APMS Services

Annex 3 – Provider’s Premises

Annex 4 – Practice Leaflet

A Practice Leaflet shall include:

1. The name of the party or parties comprising the Provider:
2. Where the Provider is a Qualifying Body (within the meaning of Section 93(3) of the 2006 Act):
 - a. the names of the directors, the company secretary and the shareholders of that company; and
 - b. the address of the company's registered office.
3. The full name of each person performing APMS Services under the Contract.
4. In the case of each Health Care Professional performing services under the Contract his professional qualifications.
5. Whether the Provider undertakes the teaching or training of Health Care Professionals or persons intending to become health care professionals.
6. The Provider's Practice Area, including the area known as the outer boundary area, by reference to a sketch diagram, plan or postcode.
7. The address of each of the Provider's Premises.
8. The Provider's telephone and fax number and the address of its Practice Website or the address at which its Online Practice Profile is available.
9. Whether the Provider's Premises have suitable access for all disabled Service Users and, if not, the alternative arrangements for providing services to such Service Users.
10. How to register as a Service User.
11. The right of Service Users to express a preference of practitioner and the means of expressing such a preference.
12. The services available under the Contract.
13. The opening hours of the Provider's Premises and the method of obtaining access to services throughout the Core Hours.
 - a. The criteria for home visits and the method of obtaining such a visit.
 - b. The consultations available to Service Users.
14. The arrangements for services in the Out of Hours period (whether or not provided by the Provider) and how the Service User may access such services.
15. Where the services referred to in paragraph 14 are not provided by the Provider, the fact that the relevant Commissioner is responsible for commissioning the services.
16. The method by which Service Users are to obtain repeat prescriptions.
17. If the Provider offers Repeatable Prescribing Services, the arrangements for providing such services.
18. If the Provider is a dispensing Provider the arrangements for dispensing prescriptions.

19. How Service Users may make a complaint or comment on the provision of service.
20. The rights and responsibilities of the Service User, including keeping appointments.
21. The action that may be taken where a Service User is violent or abusive to the Provider or his staff or other persons on the Provider's Premises.
22. Details of who has access to Service User information (including information from which the identity of the individual can be ascertained) and the Service User's rights in relation to disclosure of such information.
23. The name, address and telephone number of the relevant Commissioner.
24. Information about the assignment by the Provider to its new and existing Patients of an Accountable GP.
25. Information about the assignment by the Provider to its Patients aged 75 and over of an Accountable GP.

Annex 5 – Quality and Outcomes Framework –

Indicators no longer in the Quality and Outcomes Framework

<i>Indicator ID</i>	<i>Indicator Description</i>
<i>Clinical domain</i>	
CHD003	The percentage of patients with coronary heart disease whose last measured total cholesterol (measured in the preceding 12 months) is 5mmol/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 CVD-PP002 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

<i>Indicator ID</i>	<i>Indicator Description</i>
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 tool 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