

# **THE NATIONAL HEALTH SERVICE ACT 1977**

## **THE STATEMENT OF FINANCIAL ENTITLEMENTS (AMENDMENT) (NO. 3) DIRECTIONS 2006**

The Secretary of State for Health has consulted in accordance with section 28T(4) of the National Health Service Act 1977(a) both with the bodies appearing to her to be representative of persons to whose remuneration these directions relate and with such other persons as she thinks appropriate. The Secretary of State for Health, in exercise of the powers conferred by section 28T of that Act, gives the directions set out in this instrument.

### **Citation, commencement and territorial application**

1.—(1) These Directions may be cited as the Statement of Financial Entitlements (Amendment) (No.3) Directions 2006.

(2) These Directions were signed on 29 June 2006 and shall come into force on 1st July 2006.

(3) These Directions apply in relation to England only.

### **Amendments to the SFE**

2. The directions given by the Secretary of State in the Statement of Financial Entitlements under section 28T of the National Health Service Act 1977, signed on 30th March 2005(b), are amended as follows.

### **Amendments to the Table of Contents**

3. In the Table of Contents—

(a) in Part 3 (Directed Enhanced Services), omit “7.THIS SECTION IS A BLANK SECTION” and insert at that point the following—

“7A TOWARDS PRACTICE BASED COMMISSIONING SCHEME

Practice Based Commissioning Initial Payments  
Practice Based Commissioning Reward Payments

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(a) 1977 c.49; section 28T was inserted by section 175(1) of the Health and Social Care (Community Health and Standards) Act 2003 (c.43).

(b) These Directions were amended by the Statement of Financial Entitlements (Amendment) Directions 2005 which were signed on 8th June 2005 but which had effect as from 1st April 2005, by the Statement of Financial Entitlements (Amendment) (No.2) Directions 2005 which were signed on 12th July 2005, by the Statement of Financial Entitlements (Amendment) Directions 2006 which were signed on 31st January 2006 and by the Statement of Financial Entitlements (Amendment) (No.2) Directions 2006 which were signed on 30th March 2006.

Provisions relating to contractors whose contracts terminate (subject to the provisions below for terminations attributable to a practice split or merger)

Provisions relating to contractors whose practices merge

Provisions relating to contractors whose practices split

Provisions relating to non-standard splits and mergers

#### 7B IMPROVED ACCESS SCHEME

Improved Access Scheme (Access Plan) Initial Payment

Improved Access Scheme (Survey Commitment) Initial Payment

Recovery of proportion of Improved Access Scheme (Access Plan) Initial Payment

Recovery of proportion of Improved Access Scheme (Survey Commitment) Initial Payment

Improved Access Scheme Reward Payment

48 hour target reward element

Advance booking target reward element

Ease of telephone access target reward element

Preferred health care professional target element

Provisions relating to contractors whose contracts terminate (subject to the provisions below for terminations attributable to a practice split or merger)

Provisions relating to contractors whose practices merge

Provisions relating to contractors whose practices split

Provisions relating to non-standard splits and mergers

#### 7C INFORMATION MANAGEMENT AND TECHNOLOGY SCHEME

Information Management and Technology First Component Payment

Information Management and Technology Second Component Payment

Information Management and Technology Third Component Payment

Information Management and Technology Fourth Component Payment

Failure by the contractor to achieve satisfactory progress in accordance with the agreed plan

Provisions relating to contractors whose contracts terminate (subject to the provisions below for terminations attributable to a practice split or merger)

Provisions relating to contractors whose practices merge

Provisions relating to contractors whose practices split

Provisions relating to non-standard splits and mergers

#### 7D CHOICE AND BOOKING SCHEME

Choice and Booking Scheme – Choice Initial Payments

Choice and Booking Scheme – Choice Reward Payments  
Choice and Booking Scheme – Booking Initial Payments  
Choice and Booking Scheme – Booking Reward Payments  
Provisions relating to contractors whose contracts terminate (subject to the provisions below for terminations attributable to a practice split or merger)  
Provisions relating to contractors whose practices merge  
Provisions relating to contractors whose practices split  
Provisions relating to non-standard splits and mergers  
Provisions relating to failure to meet requirements not within the control of the contractor”

### **Substitution of Section 7**

4. For Section 7 (which is currently a blank section), substitute the Sections 7A (Towards Practice Based Commissioning Scheme), 7B (Improved Access Scheme), 7C (Information Management and Technology Scheme) and 7D (Choice and Booking Scheme) contained in the Schedule to these Directions.

### **Amendment to Section 8**

5. In paragraph 8.2 of Section 8 (which relates to Childhood Immunisations Scheme plans) for “direction 5(2)(a) to (g)” substitute “direction 8(2)(a) to (g)”.

### **Amendment to Annex A**

6.—(1) In Part 1 of Annex A (Glossary – Acronyms)—

- (a) insert “IAS Plan – Improved Access Scheme Plan” in the appropriate alphabetical position;
- (b) insert “IMTS Plan – Information Management and Technology Scheme Plan” in the appropriate alphabetical position;
- (c) insert “PBCS Plan – Practice Based Commissioning Scheme Plan” in the appropriate alphabetical position; and
- (d) insert “PCTMS Arrangements – Primary Care Trust Medical Services Arrangements” in the appropriate alphabetical position.

(2) In Part 2 of Annex A (Glossary – Definitions)—

- (a) in the definition of “DES Directions”, for “2005” substitute “2006”;
- (b) insert ““IAS plan” is to be construed in accordance with paragraph 7B.3” in the appropriate alphabetical position;
- (c) insert ““IMTS Plan” is to be construed in accordance with paragraph 7C.3” in the appropriate alphabetical position;
- (d) insert ““PBCS plan” is to be construed in accordance with paragraph 7A.3” in the appropriate alphabetical position; and

(e) insert ““PCTMS arrangements” means arrangements for the provision of primary medical services by a Primary Care Trust pursuant to section 16CC(2)(a) of the 1977 Act” in the appropriate alphabetical position.

Signed by authority of the Secretary of State for Health

A handwritten signature in black ink, appearing to read 'R. Armstrong', written on a light blue background.

Richard Armstrong  
A member of the Senior Civil Service  
Department of Health

29 June 2006

## SCHEDULE 1

### **Section 7A. Towards Practice Based Commissioning Scheme**

7A.1 Direction 3(1)(a) of the DES Directions requires each PCT to establish (if it has not already done so), operate and, as appropriate, revise a Towards Practice Based Commissioning Scheme for its area.

7A.2 As part of its Towards Practice Based Commissioning Scheme, a PCT must (unless it already has such arrangements with a contractor which meet certain minimum requirements) offer to each contractor in its area the opportunity to enter into arrangements, in respect of the financial year 2006/2007, thereby affording the contractor a reasonable opportunity to participate in the Scheme during that financial year. However, before entering into any such arrangements, the PCT must satisfy itself of the matters set out in direction 3(2)(a) and (b) of the DES Directions.

7A.3 The arrangements that the PCT enters into, or has entered into, with a contractor must meet the requirements of direction 4(3) or (5) of the DES Directions (which includes a requirement for the contractor to provide a plan in accordance with direction 4(6) of those Directions for agreement by the PCT (“a PBCS Plan”)).

#### ***Practice Based Commissioning Initial Payments***

7A.4 If, as part of a GMS contract which is in existence on 1st April 2006, a contractor and a PCT have agreed (whether with that individual contractor or jointly with other contractors) a PBCS Plan which relates to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract a Practice Based Commissioning Initial Payment of—

£0.95 multiplied by the contractor’s CRP at 1st April 2006.

7A.5 Except as provided in paragraph 7A.6, if, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007, a contractor and a PCT have agreed (whether with that individual contractor or jointly with other contractors) a PBCS Plan which relates to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract a Practice Based Commissioning Initial Payment calculated as follows—

£0.95 multiplied by—

(a) the contractor’s CRP at the start of the quarter in which the contractor indicates in writing to the PCT that it wishes to participate in the Towards Practice Based Commissioning Scheme, or

(b) the contractor’s initial CRP if the GMS contract starts after that date,

and multiplied (in either case) by X/365 where X is the number of days left in the financial year when the contractor indicates in writing to the PCT that it wishes to participate in the Towards Practice Based Commissioning Scheme.

7A.6 If, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007 and which the PCT has determined, in accordance with paragraph 7A.7, relates to the opening of a genuinely new practice which has increased local primary medical services capacity (“a genuinely new contract”), a contractor and a PCT have agreed (whether with that individual contractor or jointly with other contractors) a PBCS Plan which relates to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract a Practice Based Commissioning Initial Payment calculated as follows—

£0.95 multiplied by—

(a) the contractor’s CRP at the start of the quarter in which the contractor indicates in writing to the PCT that it wishes to participate in the Towards Practice Based Commissioning Scheme, or

(b) the contractor’s initial CRP if the GMS contract starts after that date.

7A.7 A PCT may not determine that a GMS contract is a genuinely new contract where—

(a) the new GMS contract follows a contractual split or merger involving another primary medical services contractor;

(b) the new GMS contract follows the termination of the contract of another primary medical services contractor;

(c) the new GMS contract follows the termination of PCTMS arrangements; or

(d) there has been a bulk transfer of registered patients from a list of another primary medical services contractor to the contractor.

7A.8 The Practice Based Commissioning Initial Payment falls due—

(a) if the PBCS Plan is agreed before 1st July 2006, on 31st July 2006; or

(b) if the PBCS Plan is agreed on or after 1st July 2006, on the next date after the PCBS Plan is agreed on which the contractor’s Payable GSMP falls due.

7A.9 No Practice Based Commissioning Scheme Initial Payment is payable in respect of a GMS contract which starts on or after 1st February 2007.

7A.10 Practice Based Commissioning Initial Payments or any part thereof, are only payable if the contractor satisfies the following conditions—

(a) the contractor must make available to the PCT any information which the PCT does not have but needs, and the contractor either has or could be reasonably expected to obtain, in order to form its opinion on whether the contractor has fulfilled its obligations under the Towards Practice Based Commissioning Scheme arrangements;

(b) the contractor must make any returns required of it (whether computerised or otherwise) to the Exeter Registration System, and do so promptly and fully; and

(c) all information supplied pursuant to or in accordance with this paragraph must be accurate.

7A.11 If the contractor breaches any of these conditions, the PCT may, in appropriate circumstances, withhold payment of any, or any part of, a Practice Based Commissioning Initial Payment that is otherwise payable.

### ***Practice Based Commissioning Reward Payments***

7A.12 If, as part of a GMS contract which is in existence on 1st April 2006, a contractor and a PCT have agreed a PBCS Plan which relates to the financial year 2006/2007, and the PCT is satisfied that the contractor has achieved all its agreed targets and objectives set out in the plan in accordance with direction 4(6)(g) and (j) of the DES Directions, the PCT must pay the contractor under its GMS contract a Practice Based Commissioning Reward Payment.

7A.13 The Practice Based Commissioning Reward Payment under paragraph 7A.12 is calculated as follows—

£0.95 multiplied by the contractor's CRP at 1st January 2007;

minus

an amount equal to any freed resources that the PCT can demonstrate have become available for use by the contractor as a result of the contractor's use of its specified commissioning budget under the PBCS Plan and which are available for use by the contractor.

If the total amount calculated is a minus amount, no Practice Based Commissioning Reward Payment is payable to the contractor by the PCT and the PCT must not recover any payment from the contractor as a result of the calculation.

7A.14 Except as provided in paragraph 7A.16, if, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007, a contractor and a PCT have agreed a PBCS Plan which relates to the financial year 2006/2007, and the PCT is satisfied that the contractor has achieved all its agreed targets and objectives set out in the plan in accordance with direction 4(6)(g) and (j) of the DES Directions, the PCT must pay the contractor under its GMS contract a Practice Based Commissioning Reward Payment

7A.15 The Practice Based Commissioning Reward Payment under paragraph 7A.14 is calculated as follows—

£0.95 multiplied by—

(a) the contractor's CRP at 1st January 2007; or

(b) where the contract starts after 1st January 2007, the contractor's initial CRP,

multiplied (in either case) by  $X/365$  where X is the number of days left in the financial year when the contractor indicated in writing to the PCT that it wished to participate in the Towards Practice Based Commissioning Scheme,

minus

an amount equal to any freed up resources that the PCT can demonstrate have become available for use by the contractor as a result of the contractor's use of its specified commissioning budget under the PBCS Plan and which are available for use by the contractor.

If the total amount calculated is a minus amount, no Practice Based Commissioning Reward Payment is payable to the contractor by the PCT and the PCT must not recover any payment from the contractor as a result of the calculation.

7A.16 If, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007, and which the PCT has determined, in accordance with paragraph 7A.18, relates to the opening of a genuinely new practice which has increased local primary medical services capacity ("a genuinely new contract"), a contractor and a PCT have agreed a PBCS Plan which relates to the financial year 2006/2007, and the PCT is satisfied that the contractor has achieved all its agreed targets and objectives set out in the plan in accordance with direction 4(6)(g) and (j) of the DES Directions, the PCT must pay the contractor under its GMS contract a Practice Based Commissioning Reward Payment

7A.17 The Practice Based Commissioning Reward Payment under paragraph 7A.16 is calculated as follows—

£0.95 multiplied by—

(a) the contractor's CRP at 1st January 2007; or

(b) where the contract starts after 1st January 2007, the contractor's initial CRP,

minus

an amount equal to any freed up resources that the PCT can demonstrate have become available for use by the contractor as a result of the contractor's use of



its specified commissioning budget under the PBCS Plan and which are available for use by the contractor.

If the total amount calculated is a minus amount, no Practice Based Commissioning Reward Payment is payable to the contractor by the PCT and the PCT must not recover any payment from the contractor as a result of the calculation.

7A.18 A PCT may not determine that a GMS contract is a genuinely new contract where—

- (a) the new GMS contract follows a contractual split or merger involving another primary medical services contractor;
- (b) the new GMS contract follows the termination of the contract of another primary medical services contractor;
- (c) the new GMS contract follows the termination of PCTMS arrangements; or
- (d) there has been a bulk transfer of registered patients from a list of another primary medical services contractor to the contractor.

7A.19 Where a contractor has agreed a joint PBCS Plan that includes other contractors it is entitled to receive a Practice Based Commissioning Reward Payment under paragraph 7A.13, 7A.15 or 7A.17 only if—

- (a) it achieves all of its individual targets and objectives; and
- (b) any joint targets and objectives are achieved.

The contractor is entitled therefore to a payment even where other contractors who are party to the joint plan do not achieve their individual targets and objectives. The contractor's Practice Based Commissioning Reward Payment shall be calculated on the basis of each contractor's own CRP (and not on any joint CRP).

7A.20 Practice Based Commissioning Reward Payments are to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year 2006/2007. This amount is to fall due on the next day on which the contractor's Payable GSMPs falls due after—

- (a) the contractor has submitted a claim in writing to the PCT within the period identified in paragraph 7A.21; and
- (b) the PCT is satisfied that the contractor has achieved all its agreed targets and objectives set out in the plan in accordance with direction 4(6)(g) and (j) of the DES Directions.

7A.21 If a contractor does not claim its Practice Based Commissioning Reward Payment in time to permit its payment by 30th June 2007 in accordance with this provision, the contractor is not entitled to a Practice Based Commissioning Reward Payment.

7A.22 Where a contractor achieves some but not all of the targets and objectives set out in its PBCS Plan in accordance with direction 4(6)(g) and (j) of the DES Directions, the PCT may, at its discretion, consider making a part payment of the Practice Based Commissioning Reward Payment if the PCT is satisfied that the contractor's failure to meet all of its targets was due to any of the following reasons—

- (a) significant changes to practice populations;
- (b) changes which are reflected at national level (for example an influenza outbreak);
- (c) changes to coding or counting practices;
- (d) taking into account patient and public views;
- (e) any additional activity required to achieve improved waiting times in accordance with national targets; or
- (f) some significant failure on the part of the PCT.

The amount of any such part payment will be determined by the PCT, after consultation with the contractor.

7A.23 A contractor is not entitled to a Practice Based Commissioning Reward Payment if it did not receive, and was not entitled to receive, a Practice Based Commissioning Initial Payment.

7A.24 A contractor is not entitled to a Practice Based Commissioning Reward Payment unless it provides the PCT with a written undertaking that any Practice Based Commissioning Reward Payment it receives will be invested in practice activity designed to ensure continued or improved achievement against the targets and objectives agreed in the PBCS Plan.

7A.25 The PCT may require the contractor to provide information relating to the action taken by the contractor in fulfilment of its written undertaking and—

- (a) if the PCT is not satisfied that the Practice Based Commissioning Reward Payment, or any part of it, has been used in accordance with the undertaking given; or
- (b) such information is not received within a reasonable time of being requested,

the PCT it is entitled to recover from the contractor any part of the Practice Based Commissioning Reward Payment that has not, in the reasonable opinion of the PCT, and after consultation with the contractor, been used in accordance with the undertaking.

7A.26 Practice Based Commissioning Reward Payments, or any part thereof, are only payable if the contractor satisfies the following conditions—

(a) the contractor must make available to the PCT any information which the PCT does not have but needs, and the contractor either has or could be reasonably expected to obtain, in order to form its opinion on whether the contractor has fulfilled its obligations under the Towards Practice Based Commissioning Scheme arrangements;

(b) the contractor must make any returns required of it (whether computerised or otherwise) to the Exeter Registration System, and do so promptly and fully; and

(c) all information supplied pursuant to or in accordance with this paragraph must be accurate.

7A.27 If the contractor breaches any of these conditions, the PCT may, in appropriate circumstances, withhold payment of any, or any part of, a Practice Based Commissioning Reward Payment that is otherwise payable.

***Provisions relating to contractors whose contracts terminate (subject to the provisions below for terminations attributable to a practice split or merger)***

Practice Based Commissioning Initial Payments

7A.28 Where a contractor and a PCT have agreed a PBCS Plan and the contractor's GMS contract subsequently terminates prior to 1st February 2007, and any payment has been made by the PCT in respect of the Practice Based Commissioning Initial Payment, the PCT is entitled to recover from the contractor an amount which reflects, on a pro rata basis, the amount of the Practice Based Commissioning Initial Payment that relates to the remaining portion of the financial year. Where the GMS contract terminates on or after 1st February 2007, the PCT is not entitled to recover any payment or part payment under this paragraph.

Practice Based Commissioning Reward payments

7A.29 Where a contractor and a PCT have agreed a PBCS Plan and the contractor's GMS contract subsequently terminates, there is no entitlement to a Practice Based Commissioning Reward Payment.

***Provisions relating to contractors whose practices merge***

7A.30 Paragraphs 7A.31 to 7A.35 apply where two or more GMS contractors merge ("a contractual merger") and as a result two or more patient lists are combined, resulting in either a new GMS contract or a varied GMS contract.

Practice Based Commissioning Initial Payments

7A.31 Where there is a contractual merger, the PCT is not entitled to recover any Practice Based Commissioning Initial Payment that has been paid to any of the contractors concerned.

7A.32 If any of the contractors in the contractual merger have claimed (but not been paid) a Practice Based Commissioning Initial Payment prior to the contractual merger, and other contractors in the contractual merger have already received a Practice Based Commissioning Initial Payment, the outstanding claim for the Practice Based Commissioning Initial Payment shall be calculated on the basis of the original claiming contractor's CRP notwithstanding the contractual merger and shall be paid to the contractor who made the claim.

7A.33 If one or more of the contractors in the contractual merger have claimed a Practice Based Commissioning Initial Payment prior to the contractual merger, and none of the contractors have received payment prior to the contractual merger, the outstanding claim or claims for a Practice Based Commissioning Initial Payment shall be treated as a single claim for a Practice Based Commissioning Initial Payment by the merged practice and shall be paid to the merged practice calculated on the basis of the initial CRP of the merged practice (without any pro rata adjustment to reflect the number of days in the financial year), provided—

- (a) at least one of the practices which is merged had a GMS contract which was in existence on 1st April 2006; and
- (b) a PBCS Plan is agreed between the contractor and the PCT in respect of the merged practice prior to any payment being made.

A contractor which is merged is not entitled to receive a Practice Based Commissioning Initial Payment if no payment is made under this paragraph to the merged practice.

#### Practice Based Commissioning Reward Payments

7A.34 Provided at least one of the practices participating in the contractual merger was a party to a GMS contract that was in existence on 1st April 2006, the merged contractor will be entitled to a Practice Based Commissioning Reward Payment in accordance with the provisions of this Section, provided—

- (a) it has agreed a new PBCS Plan with the PCT in respect of the merged practice; and
- (b) it has met all the requirements under this Section for receiving a Practice Based Commissioning Reward Payment.

7A.35 If none of the practices participating in the merger was in existence on 1st April 2006, the PCT may, in consultation with the contractor or contractors concerned, pay such proportion of a Practice Based Commissioning Reward Payment as, in the PCT's opinion, is reasonable in all the circumstances.

### ***Provisions relating to contractors whose practices split***

7A.36 Paragraphs 7A.37 to 7A.38 apply where a GMS contractor splits (“a contractual split”), and as a result the contractor’s patient list is divided between two or more GMS contractors, resulting in either new GMS contracts or varied GMS contracts or a combination of both.

7A.37 The GMS contract of the contractor that splits shall be treated as having terminated and payments made to and entitlements of that GMS contractor shall be dealt with in accordance with the paragraphs 7A.28 and 7A.29.

7A.38 The GMS contractors that emerge from the split are entitled to payments under this Section in accordance with its provisions. In the case of a GMS contract that is varied, the GMS contractor shall be treated as having entered into its GMS contract at the point that its GMS contract is varied.

### ***Provisions relating to non-standard splits and mergers***

7A.39 Where the GMS contract of a contractor who has agreed a PBCS Plan with a PCT is subject to a split or a merger and—

- (a) the application of the provisions set out in this Section in respect of splits or mergers would, in the reasonable opinion of the PCT, lead to an inequitable result; or
- (b) the circumstances of the split or merger are such that the provisions set out in this Section cannot be applied,

the PCT may, in consultation with the contractor or contractors concerned, agree to such payments as in the PCT’s opinion, is reasonable in all the circumstances.

## **Section 7B. Improved Access Scheme**

7B.1 Direction 3(1)(b) of the DES Directions requires each PCT to establish (if it has not already done so), operate and, as appropriate, revise an Improved Access Scheme for its area.

7B.2 As part of its Improved Access Scheme, a PCT must offer to each contractor in its area the opportunity to enter into arrangements in respect of the financial year 2006/2007, thereby affording the contractor a reasonable opportunity to participate in the Scheme during that financial year. However, before entering into any such arrangements, the PCT must satisfy itself of the matters set out in direction 3(2)(a) and (b) of the DES Directions.

7B.3 The arrangements that the PCT enters into, or has entered into, with a contractor must meet the requirements of direction 5(3) of the DES Directions (which

includes a requirement for the contractor to provide a plan in accordance with direction 5(4) of those Directions for agreement by the PCT (“an IAS Plan”).

***Improved Access Scheme (Access Plan) Initial Payment***

7B.4 If, as part of a GMS contract which is in existence on 1st April 2006, a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract an Improved Access Scheme (Access Plan) Initial Payment of—

£0.35 multiplied by the contractor’s CRP at 1st April 2006.

7B.5 Except as provided in paragraph 7B.6 if, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007, a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract an Improved Access Scheme (Access Plan) Initial Payment calculated as follows—

£0.35 multiplied by—

(a) the contractor’s CRP at the start of the quarter in which the contractor indicates in writing to the PCT that it wishes to participate in the Improved Access Scheme, or

(b) the contractor’s initial CRP if the GMS contract starts after that date,

and multiplied (in either case) by  $X/365$  where  $X$  is the number of days left in the financial year when the contractor indicates in writing to the PCT that it wishes to participate in the Improved Access Scheme.

7B.6 If, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007 and which the PCT has determined, in accordance with paragraph 7B.7, relates to the opening of a genuinely new practice which has increased local primary medical services capacity (“a genuinely new contract”), a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract an Improved Access Scheme (Access Plan) Initial Payment calculated as follows—

£0.35 multiplied by—

(a) the contractor’s CRP at the start of the quarter in which the contractor indicates in writing to the PCT that it wishes to participate in the Improved Access Scheme, or

(b) the contractor’s initial CRP if the GMS contract starts after that date.

7B.7 A PCT may not determine that a GMS contract is a genuinely new contract where—

- (a) the new GMS contract follows a contractual split or merger involving another primary medical services contractor;
- (b) the new GMS contract follows the termination of the contract of another primary medical services contractor;
- (c) the new GMS contract follows the termination of PCTMS arrangements; or
- (d) there has been a bulk transfer of registered patients from a list of another primary medical services contractor to the contractor.

7B.8 The Improved Access Scheme (Access Plan) Initial Payment falls due—

- (a) if the IAS Plan is agreed before 1st July 2006, on 31st July 2006; or
- (b) if the IAS Plan is agreed on or after 1st July 2006, on the next date after the IAS Plan is agreed on which the contractor's Payable GSMP falls due.

7B.9 No Improved Access Scheme (Access Plan) Initial Payment is payable in respect of a GMS contract which starts on or after 1st February 2007.

***Improved Access Scheme (Survey Commitment) Initial Payment***

7B.10 If, as part of a GMS contract which is in existence on 1st April 2006, a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2006/2007 and the contractor gives the PCT a written commitment to participate in and continue participation in the PCT's monthly Primary Care Access Survey at least up to 31st March 2007, the PCT must pay the contractor under its GMS contract an Improved Access Scheme (Survey Commitment) Initial Payment of—

£0.34 multiplied by the contractor's CRP as at 1st April 2006.

7B.11 Except as provided in paragraph 7B.12, if, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007, a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract an Improved Access Scheme (Survey Commitment) Initial Payment calculated as follows—

£0.34 multiplied by—

- (a) the contractor's CRP at the start of the quarter in which the contractor provides the PCT with the appropriate written commitment; or
- (b) the contractor's initial CRP if the contract starts after that date,

and multiplied (in either case) by  $X/365$  where X is the number of days left in the financial year when the contractor indicates in writing to the PCT that it wishes to participate in the Improved Access Scheme.

7B.12 If, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007 and which the PCT has determined, in accordance with paragraph 7B.13, relates to the opening of a genuinely new practice which has increased local primary medical services capacity (“a genuinely new contract”), a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract an Improved Access Scheme (Survey Commitment) Initial Payment calculated as follows—

£0.34 multiplied by—

- (a) the contractor’s CRP at the start of the quarter in which the contractor provides the PCT with the appropriate written commitment; or
- (b) the contractor’s initial CRP if the contract starts after that date.

7B.13 A PCT may not determine that a GMS contract is a genuinely new contract where—

- (a) the new GMS contract follows a contractual split or merger involving another primary medical services contractor;
- (b) the new GMS contract follows the termination of the contract of another primary medical services contractor;
- (c) the new GMS contract follows the termination of PCTMS arrangements; or
- (d) there has been a bulk transfer of registered patients from a list of another primary medical services contractor to the contractor.

7B.14 The Improved Access Scheme (Survey Commitment) Initial Payment falls due

- (a) if the IAS Plan is agreed before 1st July 2006, on 31st July 2006; or
- (b) if the IAS Plan is agreed on or after 1st July 2006, on the next date after the IAS Plan is agreed on which the contractor’s Payable GSMP falls due.

7B.15 No Improved Access Scheme (Survey Commitment) Initial Payment is payable in respect of a GMS contract which starts on or after 1st February 2007.

***Recovery of proportion of Improved Access Scheme (Access Plan) Initial Payment***

7B.16 If, following an analysis of the national patient experience survey, the contractor fails to reach the minimum standard required for any of the targets, the PCT shall be entitled to recover a proportion of any Improved Access Scheme (Access Plan) Initial Payment paid, in accordance with the following table:



Target	Minimum standard of satisfaction rate required	Proportion of Improved Access Scheme (Access Plan) Initial Payment to be repaid to PCT for failure to reach minimum standard
48 Hour	50%	1/3 of payment
Advance booking	40%	1/3 of payment
Ease of telephone access	30%	1/3 of payment

***Recovery of proportion of Improved Access Scheme (Survey Commitment) Initial Payment***

7B.17 If a contractor fails to participate in the PCT’s monthly Primary Care Access Survey for two or more months (which need not be consecutive), the PCT is entitled to recover the total amount of any Improved Access Scheme (Survey Commitment) Initial Payment paid.

***Improved Access Scheme Reward Payment***

7B.18 If, as part of a GMS contract which is in existence on 1st April 2006, a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract an Improved Access Scheme Reward Payment which will be calculated, on the basis of the national patient experience survey carried out during the final quarter of the financial year 2006/2007, as set out in paragraphs 7B.22 to 7B.26.

7B.19 Except as provided in paragraph 7B.20, if, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007, a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract an Improved Access Scheme Reward Payment which will be calculated, on the basis of the national patient experience survey carried out during the final quarter of the financial year 2006/2007, as set out in paragraphs 7B.22 to 7B.26 subject to a proportionate reduction. The sum payable will be the reward payment as calculated in accordance with paragraphs 7B.22 to 7B.26 multiplied by  $X/365$  where  $X$  is the number of days left in the financial year when the contractor indicated in writing to the PCT that it wished to participate in the Improved Access Scheme.

7B.20 If, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007 and which the PCT has determined, in accordance with paragraph 7B.21, relates to the opening of a genuinely new practice which has increased local primary medical services capacity (“a genuinely new contract”), a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract an Improved Access Scheme Reward Payment which will be calculated, on the basis of the national patient experience survey carried out during the final quarter of the financial year 2006/2007, as set out in paragraphs 7B.22 to 7B.26.

7B.21 A PCT may not determine that a GMS contract is a genuinely new contract where—

- (a) the new GMS contract follows a contractual split or merger involving another primary medical services contractor;
- (b) the new GMS contract follows the termination of the contract of another primary medical services contractor;
- (c) the new GMS contract follows the termination of PCTMS arrangements; or
- (d) there has been a bulk transfer of registered patients from a list of another primary medical services contractor to the contractor.

7B.22 The reward payment will consist of four elements:

- (a) 48 hour target reward element;
- (b) advance booking target reward element;
- (c) ease of telephone access target reward element; and
- (d) preferred health care professional target reward element.

***48 hour target reward element***

7B.23 The 48 hour target reward element is calculated as follows.

The amount payable will be a percentage of A where A is calculated as follows:

£0.41 multiplied by the contractor’s CRP at 1st January 2007 or, in the case of a GMS contract which is entered into after 1st January 2007, the contractor’s initial CRP.

The percentage of A payable is set out in the table below in which—

- (a) the figures in the rows marked “**Satisfaction**” indicate the percentage satisfaction level achieved by a contractor in the national patient experience survey in respect of the 48 hour target; and
- (b) the figures in the rows marked “% payable” indicate the percentage of A payable in respect of the percentage satisfaction level indicated immediately above that figure.

<b>Satisfaction</b>	<b>&lt;19</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>
% payable	0	0	0	0	0	0	0	0	0
<b>Satisfaction</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>32</b>	<b>33</b>	<b>34</b>	<b>35</b>
% payable	0	0	0	0	0	0	0	0	0
<b>Satisfaction</b>	<b>36</b>	<b>37</b>	<b>38</b>	<b>39</b>	<b>40</b>	<b>41</b>	<b>42</b>	<b>43</b>	<b>44</b>
% payable	0	0	0	0	0	0	0	0	0
<b>Satisfaction</b>	<b>45</b>	<b>46</b>	<b>47</b>	<b>48</b>	<b>49</b>	<b>50</b>	<b>51</b>	<b>52</b>	<b>53</b>

% payable	0	0	0	0	0	50.00	51.25	52.50	53.75
<b>Satisfaction</b>	<b>54</b>	<b>55</b>	<b>56</b>	<b>57</b>	<b>58</b>	<b>59</b>	<b>60</b>	<b>61</b>	<b>62</b>
% payable	55.00	56.25	57.50	58.75	60.00	61.25	62.50	63.75	65.00
<b>Satisfaction</b>	<b>63</b>	<b>64</b>	<b>65</b>	<b>66</b>	<b>67</b>	<b>68</b>	<b>69</b>	<b>70</b>	<b>71</b>
% payable	66.25	67.50	68.75	70.00	71.25	72.50	73.75	75.00	76.25
<b>Satisfaction</b>	<b>72</b>	<b>73</b>	<b>74</b>	<b>75</b>	<b>76</b>	<b>77</b>	<b>78</b>	<b>79</b>	<b>80</b>
% payable	77.50	78.75	80.00	81.25	82.50	83.75	85.00	86.25	87.50
<b>Satisfaction</b>	<b>81</b>	<b>82</b>	<b>83</b>	<b>84</b>	<b>85</b>	<b>86</b>	<b>87</b>	<b>88</b>	<b>89</b>
% payable	88.75	90.00	91.25	92.50	93.75	95.00	96.25	97.50	98.75
<b>Satisfaction</b>	<b>90</b>	<b>91</b>							
% payable	100	100							

### Advance booking target reward element

7B.24 The advance booking target reward element is calculated as follows.

The amount payable will be a percentage of B where B is calculated as follows:

£0.41 multiplied by the contractor's CRP at 1st January 2007 or, in the case of a GMS contract which is entered into after 1st January 2007, the contractor's initial CRP.

The percentage of B payable is set out in the table below in which—

(a) the figures in the rows marked “**Satisfaction**” indicate the percentage satisfaction level achieved by a contractor in the national patient experience survey in respect of the advance booking target; and

(b) the figures in the rows marked “% payable” indicate the percentage of B payable in respect of the percentage satisfaction level indicated immediately above that figure.

<b>Satisfaction</b>	<b>&lt;19</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>
% payable	0	0	0	0	0	0	0	0	0
<b>Satisfaction</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>32</b>	<b>33</b>	<b>34</b>	<b>35</b>
% payable	0	0	0	0	0	0	0	0	0
<b>Satisfaction</b>	<b>36</b>	<b>37</b>	<b>38</b>	<b>39</b>	<b>40</b>	<b>41</b>	<b>42</b>	<b>43</b>	<b>44</b>
% payable	0	0	0	0	40.00	41.20	42.40	43.60	44.80
<b>Satisfaction</b>	<b>45</b>	<b>46</b>	<b>47</b>	<b>48</b>	<b>49</b>	<b>50</b>	<b>51</b>	<b>52</b>	<b>53</b>
% payable	46.00	47.20	48.40	49.60	50.80	52.00	53.20	54.40	55.60
<b>Satisfaction</b>	<b>54</b>	<b>55</b>	<b>56</b>	<b>57</b>	<b>58</b>	<b>59</b>	<b>60</b>	<b>61</b>	<b>62</b>
% payable	56.80	58.00	59.20	60.40	61.60	62.80	64.00	65.20	66.40
<b>Satisfaction</b>	<b>63</b>	<b>64</b>	<b>65</b>	<b>66</b>	<b>67</b>	<b>68</b>	<b>69</b>	<b>70</b>	<b>71</b>
% payable	67.60	68.80	70.00	71.20	72.40	73.60	74.80	76.00	77.20
<b>Satisfaction</b>	<b>72</b>	<b>73</b>	<b>74</b>	<b>75</b>	<b>76</b>	<b>77</b>	<b>78</b>	<b>79</b>	<b>80</b>
% payable	78.40	79.60	80.80	82.00	83.20	83.40	85.60	86.80	88.00
<b>Satisfaction</b>	<b>81</b>	<b>82</b>	<b>83</b>	<b>84</b>	<b>85</b>	<b>86</b>	<b>87</b>	<b>88</b>	<b>89</b>
% payable	89.20	90.40	91.60	92.80	94.00	95.20	96.40	97.60	98.80

<b>Satisfaction</b>	<b>90</b>	<b>91&gt;</b>
% payable	100	100

***Ease of telephone access target reward element***

7B.25 The ease of telephone access target reward element is calculated as follows.

The amount payable will be a percentage of C where C is calculated as follows:

£0.41 multiplied by the contractor’s CRP at 1st January 2007 or, in the case of a GMS contract which is entered into after 1st January 2007, the contractor’s initial CRP.

The percentage of C payable is set out in the table below in which—

(a) the figures in the rows marked “**Satisfaction**” indicate the percentage satisfaction level achieved by a contractor in the national patient experience survey in respect of the ease of telephone access target; and

(b) the figures in the rows marked “% payable” indicate the percentage of C payable in respect of the percentage satisfaction level indicated immediately above that figure.

<b>Satisfaction</b>	<b>&lt;19</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>
% payable	0	0	0	0	0	0	0	0	0
<b>Satisfaction</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>32</b>	<b>33</b>	<b>34</b>	<b>35</b>
% payable	0	0	0	50	51	52	53	54	55
<b>Satisfaction</b>	<b>36</b>	<b>37</b>	<b>38</b>	<b>39</b>	<b>40</b>	<b>41</b>	<b>42</b>	<b>43</b>	<b>44</b>
% payable	56	57	58	59	60	61	62	63	64
<b>Satisfaction</b>	<b>45</b>	<b>46</b>	<b>47</b>	<b>48</b>	<b>49</b>	<b>50</b>	<b>51</b>	<b>52</b>	<b>53</b>
% payable	65	66	67	68	69	70	71	72	73
<b>Satisfaction</b>	<b>54</b>	<b>55</b>	<b>56</b>	<b>57</b>	<b>58</b>	<b>59</b>	<b>60</b>	<b>61</b>	<b>62</b>
% payable	74	75	76	77	78	79	80	81	82
<b>Satisfaction</b>	<b>63</b>	<b>64</b>	<b>65</b>	<b>66</b>	<b>67</b>	<b>68</b>	<b>69</b>	<b>70</b>	<b>71</b>
% payable	83	84	85	86	87	88	89	90	91
<b>Satisfaction</b>	<b>72</b>	<b>73</b>	<b>74</b>	<b>75</b>	<b>76</b>	<b>77</b>	<b>78</b>	<b>79</b>	<b>80</b>
% payable	92	93	94	95	96	97	98	99	100
<b>Satisfaction</b>	<b>81</b>	<b>82</b>	<b>83</b>	<b>84</b>	<b>85</b>	<b>86</b>	<b>87</b>	<b>88</b>	<b>89</b>
% payable	100	100	100	100	100	100	100	100	100
<b>Satisfaction</b>	<b>90</b>	<b>91&gt;</b>							
% payable	100	100							

***Preferred health care professional target reward element***

7B.26 The preferred health care professional target reward element is calculated as follows.

The amount payable will be a percentage of D where D is calculated as follows:

£0.14 multiplied by the contractor's CRP at 1st January 2007 or, in the case of a GMS contract which is entered into after 1st January 2007, the contractor's initial CRP.

The percentage of D payable is set out in the table below in which—

(a) the figures in the rows marked “**Satisfaction**” indicate the percentage satisfaction level achieved by a contractor in the national patient experience survey in respect of the ease of preferred health care professional target; and

(b) the figures in the rows marked “% payable” indicate the percentage of D payable in respect of the percentage satisfaction level indicated immediately above that figure.

<b>Satisfaction</b>	<b>&lt;19</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>
% payable	0	0	40	41	42	43	44	45	46
<b>Satisfaction</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>32</b>	<b>33</b>	<b>34</b>	<b>35</b>
% payable	47	48	49	50	51	52	53	54	55
<b>Satisfaction</b>	<b>36</b>	<b>37</b>	<b>38</b>	<b>39</b>	<b>40</b>	<b>41</b>	<b>42</b>	<b>43</b>	<b>44</b>
% payable	56	57	58	59	60	61	62	63	64
<b>Satisfaction</b>	<b>45</b>	<b>46</b>	<b>47</b>	<b>48</b>	<b>49</b>	<b>50</b>	<b>51</b>	<b>52</b>	<b>53</b>
% payable	65	66	67	68	69	70	71	72	73
<b>Satisfaction</b>	<b>54</b>	<b>55</b>	<b>56</b>	<b>57</b>	<b>58</b>	<b>59</b>	<b>60</b>	<b>61</b>	<b>62</b>
% payable	74	75	76	77	78	79	80	81	82
<b>Satisfaction</b>	<b>63</b>	<b>64</b>	<b>65</b>	<b>66</b>	<b>67</b>	<b>68</b>	<b>69</b>	<b>70</b>	<b>71</b>
% payable	83	84	85	86	87	88	89	90	91
<b>Satisfaction</b>	<b>72</b>	<b>73</b>	<b>74</b>	<b>75</b>	<b>76</b>	<b>77</b>	<b>78</b>	<b>79</b>	<b>80</b>
% payable	92	93	94	95	96	97	98	99	100
<b>Satisfaction</b>	<b>81</b>	<b>82</b>	<b>83</b>	<b>84</b>	<b>85</b>	<b>86</b>	<b>87</b>	<b>88</b>	<b>89</b>
% payable	100	100	100	100	100	100	100	100	100
<b>Satisfaction</b>	<b>90</b>	<b>91&gt;</b>							
% payable	100	100							

7B.27 An Improved Access Scheme Reward Payment is to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year 2006/2007. This amount is to fall due—

- (a) if the organisation commissioned to undertake the national patient experience survey has provided the PCT with the results of the national patient experience survey by 28th February 2007, on 31st March 2007, and
- (b) if the organisation commissioned to undertake the national patient experience survey has not provided the PCT with the survey results by 28th February 2007, on the next date, following a period of 28 days after

receipt of the national patient experience survey results by the PCT, on which the contractor's Payable GSMP falls due.

7B.28 No Improved Access Scheme Reward Payment is payable in respect of a GMS contract which starts on or after 1st February 2007.

7B.29 Improved Access Scheme (Access Plan) Initial Payments, Improved Access Scheme (Survey Commitment) Initial Payments and Improved Access Scheme Reward Payments, or any part thereof, are only payable if the contractor satisfies the following conditions—

(a) the contractor must make available to the PCT any information which the PCT does not have but needs, and the contractor either has or could be reasonably expected to obtain, in order to form its opinion on whether the contractor has fulfilled its obligations under the Improved Access Scheme;

(b) the contractor must make any returns required of it (whether computerised or otherwise) to the Exeter Registration System, and do so promptly and fully; and

(c) all information supplied pursuant to or in accordance with this paragraph must be accurate.

7B.30 If the contractor breaches any of these conditions, the PCT may, in appropriate circumstances, withhold payment of any, or any part of, an Improved Access Scheme (Access Plan) Initial Payment, Improved Access Scheme (Survey Commitment) Initial Payment or Improved Access Scheme Reward Payment that is otherwise payable.

***Provisions relating to contractors whose contracts terminate (subject to provisions below for terminations attributable to a practice split or merger)***

#### Initial Payments

7B.31 Where a contractor and a PCT have agreed an IAS Plan and the contractor's GMS contract subsequently terminates prior to 1st February 2007 and any payment has been made by the PCT in respect of either an Improved Access Scheme (Access Plan) Initial Payment or an Improved Access Scheme (Survey Commitment) Initial Payment, the PCT is entitled to recover from the contractor, in respect of both those Initial Payments, an amount which reflects on a pro rata basis, the amount of the Initial Payment that relates to the remaining portion of the financial year. Where the GMS contract terminates on or after 1st February 2007, the PCT is not entitled to recover any payment or part payment under this paragraph.

#### Reward Payment

7B.32 Where—

(a) a contractor and a PCT have agreed an IAS Plan and the contractor's GMS contract subsequently terminates; and

(b) the national patient experience survey has commenced prior to the termination of the GMS contract and includes an appropriate sample selected from the contractor's patient list,

the contractor is entitled to payment of the Improved Access Scheme Reward Payment. The payment shall be calculated in accordance with the provisions of this Section, in respect of any targets successfully achieved and then multiplied by  $X/365$ , where  $X$  is calculated as follows—

in the case of a GMS contract that was in existence on 1st April 2006,  $X$  is the number of days in the period beginning with 1st April 2006 and ending with the date that the GMS contract terminates, and

in the case of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007,  $X$  is the number of days in the period beginning with the date the contractor indicated in writing to the PCT that it wished to participate in the Improved Access Scheme and ending with the date that the GMS contract terminates.

This paragraph does not apply where the termination is as a result of a contractual split or a contractual merger, except as provided for in paragraph 7B.42.

### **Provisions relating to contractors whose practices merge**

7B.33 Paragraphs 7B.34 to 7B.38 apply where two or more GMS contractors merge (“a contractual merger”) and as a result two or more patient lists are combined, resulting in either a new GMS contract or a GMS varied contract.

#### **Initial Payments**

7B.34 Where there is a contractual merger, the PCT is not entitled to recover any Improved Access Scheme (Access Plan) Initial Payment or Improved Access Scheme (Survey Commitment) Initial Payment that has been correctly paid to any of the contractors concerned.

7B.35 If any of the contractors in the contractual merger have claimed (but not been paid) an Initial Payment prior to the contractual merger, and other contractors in the contractual merger have already received an Initial Payment, the outstanding claim for the Initial Payment shall be calculated on the basis of the original claiming contractor's CRP notwithstanding the contractual merger and shall be paid to the contractor who made the claim.

7B.36 If one or more of the contractors in the contractual merger have claimed in respect of either Initial Payment prior to the contractual merger, but none of the contractors in the contractual merger have received payment of such Initial Payment prior to the contractual merger, the outstanding claim or claims for an Initial Payment shall be treated as a single claim for the Initial Payment and shall be paid to the merged practice calculated on the basis of the CRP of the merged practice (without any pro rata adjustment to reflect the number of days in the financial year), provided

at least one of the practices which is part of the merger had a GMS contract which was in existence on 1st April 2006.

A contractor which is merged is not entitled to receive an Initial Payment if no payment is made under this paragraph to the merged practice.

#### Reward Payments

7B.37 Provided at least one of the practices in the contractual merger was a party to a GMS contract that was in existence on 1st April 2006, the merged contractor will be entitled to an Improved Access Scheme Reward Payment in accordance with the provisions of this Section, provided—

(a) it has agreed a new IAS Plan with the PCT in respect of the merged practice; and

(b) it has met all the requirements under this Section for receiving an Improved Access Scheme Reward Payment.

7B.38 If none of the practices participating in the merger was in existence on 1st April 2006, the PCT may, in consultation with the contractor or contractors concerned, pay such proportion of an Improved Access Scheme Reward Payment as, in the PCT's opinion, is reasonable in all the circumstances.

#### *Provisions relating to contractors whose practices split*

7B.39 Paragraphs 7B.40 to 7B.43 apply where a GMS contractor splits (a "contractual split") and as a result the contractor's patient list is divided between two or more GMS contractors, resulting in either new GMS contracts or varied GMS contracts or a combination of both.

#### Initial Payments

7B.40 The GMS contract of the GMS contractor that splits shall be treated as having terminated and recovery from that GMS contractor of an Initial Payment shall be dealt with in accordance with paragraph 7B.31.

7B.41 The GMS contractors that emerge from the split are entitled to Initial Payments under this Section in accordance with its provisions. In the case of a GMS contract that is varied, the GMS contractor shall be treated as having entered into its GMS contract at the point that its GMS contract is varied.

#### Reward payment

7B.42 The GMS contract of the GMS contractor that splits shall be treated as having terminated and entitlement by that GMS contractor to a reward payment shall be dealt with in accordance with paragraph 7B.32.

7B.43 The GMS contractors that emerge from the split are entitled to a reward payment under this Section in accordance with its provisions. In the case of a GMS



contract that is varied, the GMS contractor shall be treated as having commenced its contract at the point that its GMS contract is varied.

***Provisions relating to non-standard splits and mergers***

7B.44 Where the GMS contract of a contractor who has agreed an IAS Plan with a PCT is subject to a split or a merger and—

- (a) the application of the provisions set out in this Section in respect of splits or mergers would, in the reasonable opinion of the PCT, lead to an inequitable result; or
- (b) the circumstances of the split or merger are such that the provisions set out in this Section cannot be applied,

the PCT may, in consultation with the contractor or contractors concerned, agree to such payments as in the PCT's opinion, is reasonable in all the circumstances.

## **Section 7C Information Management and Technology Scheme**

7C.1 Direction 3(1)(c) of the DES directions requires each PCT to establish (if it has not already done so), operate and, as appropriate, revise an Information Management and Technology Scheme for its area.

7C.2 As part of its Information Management and Technology Scheme, a PCT must offer to each contractor in its area the opportunity to enter into arrangements in respect of the financial year 2006/2007, thereby affording the contractor a reasonable opportunity to participate in the Scheme during that financial year. However, before entering into any such arrangements, the PCT must satisfy itself of the matters set out in direction 3(2)(a) and (b) of the DES Directions.

7C.3 The arrangements that the PCT enters into, or has entered into, with a contractor must meet the requirements of direction 6(3) of the DES Directions (which includes a requirement for the contractor to provide a plan in accordance with direction 6(4) of those Directions for agreement by the PCT (an "IMTS Plan").

### ***Information Management and Technology First Component Payment***

7C.4 If, as part of a GMS contract which is in existence on 1st April 2006, a contractor and a PCT have agreed an IMTS Plan, the PCT must pay the contractor under its GMS contract an Information Management and Technology First Component Payment of—

£0.40 multiplied by the contractor's CRP as at 1st April 2006.

7C.5 Except as provided in paragraph 7C.6, if, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007, a contractor and a PCT have agreed an IMTS Plan, the PCT must pay the contractor under its GMS contract an Information Management and Technology First Component Payment calculated as follows—

£0.40 multiplied by—

(a) the contractor's CRP at the start of the quarter in which the contractor indicates in writing to the PCT that it wishes to participate in the Information Management and Technology Scheme, or

(b) the contractor's initial CRP if the GMS contract starts after that date,

and multiplied (in either case) by  $X/365$  where  $X$  is the number of days left in the financial year when the contractor indicates in writing to the PCT that it wishes to participate in the Information Management and Technology Scheme.

7C.6 If, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007 and which the PCT has determined, in accordance with paragraph 7C.7, relates to the opening of a genuinely new practice which has increased local primary medical services capacity ("a genuinely new contract"), a contractor and a PCT have agreed an IMTS Plan, the PCT must pay the contractor under its GMS contract an Information Management and Technology First Component Payment calculated as follows—

£0.40 multiplied by—

(a) the contractor's CRP at the start of the quarter in which the contractor indicates in writing to the PCT that it wishes to participate in the Information Management and Technology Scheme, or

(b) the contractor's initial CRP if the GMS contract starts after that date.

7C.7 A PCT may not determine that a GMS contract is a genuinely new contract where—

(a) the new GMS contract follows a contractual split or merger involving another primary medical services contractor;

(b) the new GMS contract follows the termination of the contract of another primary medical services contractor;

(c) the new GMS contract follows the termination of PCTMS arrangements; or

(d) there has been a bulk transfer of registered patients from a list of another primary medical services contractor to the contractor.

7C.8 The Information Management and Technology First Component Payment falls due—

- (a) if the IMTS Plan is agreed before 1st July 2006, on 31st July 2006;
- (b) if the IMTS Plan is agreed on or after 1st July 2006, on the next date after the plan is agreed on which the contractor's payable GSMP falls due.

7C.9 No Information Management and Technology First Component Payment is payable in respect of a GMS contract which starts on or after 1st February 2007.

***Information Management and Technology Second Component Payment***

7C.10 If, as part of a GMS contract, a contractor and a PCT have agreed an IMTS Plan and, following assessment by the PCT, the PCT is satisfied that the contractor has achieved the standard of data accreditation required by Connecting for Health necessary for uploading electronic patient summaries, the PCT must pay the contractor under its GMS contract an Information Management and Technology Second Component Payment. In carrying out the assessment the PCT must have regard to guidance issued by Connecting for Health.

7C.11 The Information Management and Technology Second Component Payment is calculated as follows—

£0.44 multiplied by the contractor's CRP at the start of the quarter in which data accreditation is achieved, or the contractor's initial CRP if the GMS contract starts after that date.

7C.12 The Information Management and Technology Second Component Payment falls due on the next date after data accreditation is achieved on which the contractor's payable GSMP falls due.

7C.13 No Information Management and Technology Second Component Payment is payable if data accreditation has not been achieved by 31st March 2008.

***Information Management and Technology Third Component Payment***

7C.14 If, as part of a GMS contract, a contractor and a PCT have agreed an IMTS Plan and the contractor can demonstrate to the satisfaction of the PCT that—

- (a) it has working procedures operating within the practice to ensure that—
  - (i) all reasonable steps are taken to ensure that the addresses held for its patients are complete and correct;
  - (ii) its procedures ensure that its patient addresses are correct when patients are referred for services outside the practice; and
  - (iii) all instances of conflicting information regarding its patient addresses are investigated; and

(b) it is using the most up to date release of the electronic prescription service (EPS) system software that its system can support, and in relation to that system—

- (i) its staff are appropriately trained in the use of the software,
- (ii) it has appropriate standard operating procedures, and
- (iii) its patient information leaflet includes relevant patient information concerning the issue and collection of prescriptions,

the PCT must pay the contractor under its GMS contract an Information Management and Technology Third Component Payment.

7C.15 The Information Management and Technology Third Component Payment is calculated as follows—

£0.27 multiplied by the contractor's CRP at the start of the quarter in which the PCT is satisfied that the appropriate standards and requirements have been met, or the contractor's initial CRP if the GMS contract starts after that date.

7C.16 The Information Management and Technology Third Component Payment falls due on the next date after the PCT is satisfied that the appropriate standards and requirements have been met on which the contractor's payable GSMP falls due.

7C.17 No Information Management and Technology Third Component Payment is payable if the contractor cannot demonstrate to the satisfaction of the PCT that the appropriate standards and requirements have been met by 31st March 2008.

#### ***Information Management and Technology Fourth Component Payment***

7C.18 If, as part of a GMS contract, a contractor and a PCT have agreed an IMTS Plan and the contractor can demonstrate to the satisfaction of the PCT that it has updated its practice Information Management and Technology systems to a standard that will permit migration to a Connecting for Health accredited hosted system and the migration is successfully completed, the PCT must pay the contractor under its GMS contract an Information Management and Technology Fourth Component Payment.

7C.19 The Information Management and Technology Fourth Component Payment is calculated as follows—

£0.22 multiplied by the contractor's CRP at the start of the quarter in which the migration to the Connecting for Health accredited hosted system is successfully completed, or the contractor's initial CRP if the GMS contract starts after that date.

7C.20 The Information Management and Technology Fourth Component Payment falls due on the next date after migration has been successfully completed on which the contractor's payable GSMP falls due

7C.21 No Information Management and Technology Fourth Component Payment is payable if migration has not been successfully completed by 31st March 2008.

***Failure by the contractor to achieve satisfactory progress in accordance with the agreed plan***

7C.22 On or immediately after 1st April 2008 the PCT shall review the progress made by those contractors that have entered into arrangements under the Information Management and Technology Scheme.

7C.23 If, at 31st March 2008, the contractor has not reached the standard required for payment of—

- (a) an Information Management and Technology Second Component Payment;
- (b) an Information Management and Technology Third Component payment; or
- (c) an Information Management and Technology Fourth Component payment;

the PCT shall discuss the reasons for failing to reach the required standards with the contractor.

7C.24 Where the PCT is satisfied that the contractor made all reasonable efforts to achieve any specific component standard and that its failure to do so is for reasons beyond its control, the PCT may, at its discretion, consider making a part payment of any or all of the component payments. The amount of any such part payment or payments shall be decided by the PCT, after consultation with the contractor.

7C.25 Where the PCT is satisfied that for reasons that are within the contractor's reasonable control, the contractor has failed to comply with those parts of the IMTS plan set out in, or undertakings given within the plan in accordance with, direction 6(4)(c) to (h) and (l) to (o) of the DES Directions, the PCT is entitled to recover from the contractor, following consultation with the contractor, such proportion of the Information Management and Technology First Component Payment it believes reasonable in the circumstances.

7C.26 Information Management and Technology Component Payments, are only payable if the contractor satisfies the following conditions—

- (a) the contractor must make available to the PCT any information which the PCT does not have but needs, and the contractor either has or could be reasonably expected to obtain, in order to form its opinion on whether the contractor has fulfilled its obligations under Information Management and Technology Scheme arrangements;

(b) the contractor must make any returns required of it (whether computerised or otherwise) to the Exeter Registration System, and do so promptly and fully; and

(c) all information supplied pursuant to or in accordance with this paragraph must be accurate.

7C.27 If the contractor breaches any of these conditions, the PCT may, in appropriate circumstances, withhold payment of any, or any part of, an Information Management and Technology Component Payment that is otherwise payable.

***Provisions relating to contractors whose contracts terminate (subject to the provisions below for termination attributable to a practice split or merger)***

Information Management and Technology First Component Payment

7C.28 Where a contractor and a PCT have agreed an IMTS Plan and the contractor's GMS contract subsequently terminates prior to 1st February 2007, and any payment has been made by the PCT in respect of an Information Management and Technology First Component Payment, the PCT is entitled to recover from the contractor an amount which reflects, on a pro rata basis, the amount of the Information Management and Technology First Component Payment that relates to the remaining portion of the financial year. Where the GMS contract terminates on or after 1st February 2007, the PCT is not entitled to recover any money under this paragraph.

Information Management and Technology Second Component Payment, Third Component Payment and Fourth Component Payment

7C.29 Where a contractor and a PCT have agreed an IMTS Plan and the contractor's GMS contract subsequently terminates prior to 31st March 2008, and the contractor is able to demonstrate to the PCT at the point of termination that it has met the conditions for entitlement for a Second, Third or Fourth Component payment (as the case may be), the contractor is entitled to payment, if it has not received it already, of the relevant component payment. The PCT is not entitled to recover any Second, Third or Fourth Component Payment already made.

***Provisions relating to contractors whose practices merge***

7C.30 Paragraphs 7C.31 to 7C.35 apply where two or more GMS contractors merge ("a contractual merger") and as a result two or more patient lists are combined, resulting in either a new GMS contract or a GMS varied contract.

Information Management and Technology First Component Payment

7C.31 Where there is a contractual merger, the PCT is not entitled to recover any Information Management and Technology First Component Payment that has been correctly paid to any of the contractors concerned.

7C.32 If any of the contractors in the contractual merger have claimed (but not been paid) an Information Management and Technology First Component Payment prior to

the contractual merger, and other contractors in the contractual merger have already received payment of an Information Management and Technology First Component Payment, the outstanding claim for the payment shall be calculated on the basis of the original claiming contractor's CRP entitlement notwithstanding the contractual merger and shall be paid to the contractor who made the claim.

7C.33 If one or more of the contractors in the contractual merger have claimed an Information Management and Technology First Component Payment prior to the contractual merger, but none of the contractors in the contractual merger have received payment prior to the contractual merger, the outstanding claim or claims for an Information Management and Technology First Component Payment shall be treated as a single claim for the payment and shall be paid to the merged practice calculated on the basis of the initial CRP of the merged practice (without any pro rata adjustment to reflect the number of days in the financial year), provided that at least one of the practices which is merged had a GMS contract which was in existence on 1st April 2006.

A contractor which is merged is not entitled to receive an Information Management and Technology First Component Payment if no payment is made under this paragraph to the merged practice.

Information Management and Technology Second Component Payment, Third Component Payment and Fourth Component Payment

7C.34 Where there is a contractual merger, the PCT is not entitled to recover any Information Management and Technology Second, Third or Fourth Component Payments that have been correctly paid to any of the contractors concerned.

7C.35 Where a merged contractor claims an Information Management and Technology Second Component Payment, Third Component Payment or Fourth Component Payment, the amount payable is calculated in accordance with the provisions of this Section applicable to the relevant component and based on the merged contractor's CRP. However, the amount payable is subject to a reduction equal to any payments in respect of the relevant component that have already been made by the PCT to any of the contractors who is part of the merger in respect of that component.

***Provisions relating to contractors whose practices split***

7C.36 Paragraphs 7C.37 to 7C.41 apply where a GMS contractor splits ("a contractual split") and as a result the contractor's patient list is divided between two or more contractors, resulting in either new GMS contracts or varied GMS contracts or a combination of both.

Information Management and Technology First Component Payment

7C.37 The GMS contract of the contractor that splits shall be treated as having terminated and recovery of an Information Management and Technology First Component Payment shall be dealt with in accordance with the paragraph 7C.28.

7C.38 The GMS contractors that emerge from the split are entitled to an Information Management and Technology First Component Payment under this Section in accordance with its provisions. In the case of a GMS contract that is varied, the GMS contractor shall be treated as having entered in its GMS contract at the point that its GMS contract is varied.

Information Management and Technology Second Component Payment, Third Component Payment and Fourth Component Payment

7C.39 The PCT is not entitled to recover an Information Management and Technology Second Component Payment, Third Component Payment or Fourth Component Payment that has been correctly made to a contractor that has split.

7C.40. The PCT must consider any claim for an Information Management and Technology Second Component Payment, Third Component Payment or Fourth Component Payment that has been made prior to the contractual split and that has not been paid. Where the contractor that has split is entitled to payment the PCT must pay that contractor the amount owed.

7C.41 The GMS contractors that emerge from a split are entitled to any component payment in respect of which it meets the conditions for entitlement in accordance with the provisions of this Section, but the PCT shall not be required to make any payment where it had paid the original contractor the relevant component payment.

***Provisions relating to non-standard splits and mergers***

7C.42 Where the GMS contract of a contractor who has agreed an IMTS Plan with a PCT is subject to a split or a merger and—

- (a) the application of the provisions set out in this Section in respect of splits or mergers would, in the reasonable opinion of the PCT, lead to an inequitable result, or
- (b) the circumstances of the split or merger are such that the provisions set out in this Section cannot be applied,

the PCT may, in consultation with the contractor or contractors concerned, agree such payments as in the PCT's opinion, is reasonable in all the circumstances.

## **Section 7D. Choice and Booking Scheme**

7D.1 Direction 3(1)(d) of the DES directions requires each PCT to establish (if it has not already done so), operate and, as appropriate, revise a Choice and Booking Scheme for its area.

7D.2 As part of its Choice and Booking Scheme, a PCT must offer to each contractor in its area the opportunity to enter into arrangements in respect of the



financial year 2006/2007, thereby affording the contractor a reasonable opportunity to participate in the Scheme during that financial year. However, before entering into any such arrangements, the PCT must satisfy itself of the matters set out in direction 3(2)(a) and (b) of the DES Directions.

7D.3 The arrangements that the PCT enters into, or has entered into, with a particular contractor must cover the matters set out in direction 7 of the DES Directions. In accordance with direction 7(3) of those Directions arrangements that a PCT enters into may be for—

- (a) the choice element of the Scheme only (in this Section referred to as “Choice”);
- (b) the Choose and Book element of the scheme only (in this Section referred to as “Booking”); or
- (c) both the choice and the Choose and Book elements of the scheme (in this Section referred to as “Choice and Booking”).

***Choice and Booking Scheme – Choice Initial Payments***

7D.4 If, as part of a GMS contract which is in existence on 1st April 2006, a contractor and a PCT have agreed arrangements for Choice or Choice and Booking which relate to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme - Choice Initial Payment of—

£0.24 multiplied by the contractor’s CRP as at 1st April 2006.

7D.5 Except as provided in paragraph 7D.6, if, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007, a contractor and a PCT have agreed arrangements for Choice or Choice and Booking which relate to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme - Choice Initial Payment calculated as follows—

£0.24 multiplied by—

- (a) the contractor’s CRP at the start of the quarter in which the contractor indicates in writing to the PCT that it wishes to participate in the Choice and Booking Scheme, or

- (b) the contractor’s initial CRP if the contract starts after that date,

multiplied (in either case) by  $X/365$  where X is the number of days left in the financial year when the contractor indicates in writing to the PCT that it wishes to participate in the Choice and Booking Scheme.

7D.6 If, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007 and which the PCT has determined, in accordance with

paragraph 7D.7, relates to the opening of a genuinely new practice which has increased local primary medical services capacity (“a genuinely new contract”), a contractor and a PCT have agreed arrangements for Choice or Choice and Booking which relate to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme - Choice Initial Payment calculated as follows—

£0.24 multiplied by—

(a) the contractor’s CRP at the start of the quarter in which the contractor indicates in writing to the PCT that it wishes to participate in the Choice and Booking Scheme, or

(b) the contractor’s initial CRP if the contract starts after that date.

7D.7 A PCT may not determine that a GMS contract is a genuinely new contract where—

(a) the new GMS contract follows a contractual split or merger involving another primary medical services contractor;

(b) the new GMS contract follows the termination of the contract of another primary medical services contractor;

(c) the new GMS contract follows the termination of PCTMS arrangements; or

(d) there has been a bulk transfer of registered patients from a list of another primary medical services contractor to the contractor.

7D.8 The Choice and Booking Scheme - Choice Initial Payment falls due—

(a) if the arrangements are agreed before 1st July 2006, on 31st July 2006; or

(b) if the arrangements are agreed on or after 1st July 2006, on the next date after the arrangements are agreed on which the contractor’s Payable GSMP falls due.

7D.9 No Choice and Booking Scheme – Choice Initial Payment is payable in respect of any GMS contract which starts on or after 1st February 2007.

***Choice and Booking Scheme – Choice Reward Payments***

7D.10 If, as part of a GMS contract which is in existence on 1st April 2006, a contractor and a PCT have agreed arrangements for Choice or Choice and Booking which relate to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme - Choice Reward Payment if, following analysis of the national patient experience survey questionnaire, at least 60% of the contractor’s patients who responded to the survey agree they were offered a choice of provider and can recall a “choice conversation”. The payment is calculated as follows—

£0.24 multiplied by the contractor's CRP as 1st January 2007.

7D.11 Except as provided for in paragraph 7D.12, if, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007, a contractor and a PCT have agreed arrangements for Choice or Choice and Booking which relate to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme - Choice Reward Payment if, following analysis of the national patient experience survey questionnaire, at least 60% of the contractor's patients who responded to the survey agree they were offered a choice of provider and can recall a "choice conversation". The payment is calculated as follows—

£0.24 multiplied by—

- (a) the contractor's CRP as at 1st January 2007 or
- (b) the contractor's initial CRP if the contract starts after that date,

multiplied by (in either case)  $X/365$  where  $X$  is the number of days left in the financial year when the contractor indicated in writing to the PCT that it wished to participate in the Choice and Booking Scheme.

7D.12 If, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007 and which the PCT has determined, in accordance with paragraph 7D.13, relates to the opening of a genuinely new practice which has increased local primary medical services capacity ("a genuinely new contract"), a contractor and a PCT have agreed arrangements for Choice or Choice and Booking which relate to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme - Choice Reward Payment if, following analysis of the national patient experience survey questionnaire, at least 60% of the contractor's patients who responded to the survey agree they were offered a choice of provider and can recall a "choice conversation". The payment is calculated as follows—

£0.24 multiplied by—

- (a) the contractor's CRP as at 1st January or
- (b) the contractor's initial CRP if the contract starts after that date.

7D.13 A PCT may not determine that a GMS contract is a genuinely new contract where—

- (a) the new GMS contract follows a contractual split or merger involving another primary medical services contractor;
- (b) the new GMS contract follows the termination of the contract of another primary medical services contractor;
- (c) the new GMS contract follows the termination of PCTMS arrangements; or

(d) there has been a bulk transfer of registered patients from a list of another primary medical services contractor to the contractor.

7D.14 A Choice and Booking Scheme - Choice Reward Payment is to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year 2006/2007. This amount is to fall due—

- (a) if the organisation commissioned to undertake the national patient experience survey has provided the PCT with the results of the national patient experience survey by 28th February 2007, on 31st March 2007, and
- (b) if the organisation commissioned to undertake the national patient experience survey has not provided the PCT with the survey results by 28th February 2007, on the next date, following a period of 28 days beginning with the date of receipt of the national patient experience survey results by the PCT, on which the contractor's Payable GSMP falls due.

7D.15 If less than 60% of the contractor's patients who responded to the survey do not agree they were offered a choice of provider and cannot recall a "choice conversation" no Choice and Booking Scheme - Choice Reward Payment is payable and any amount paid in respect of the Choice and Booking Scheme - Choice Initial Payment shall be recoverable by the PCT.

7D.16 No Choice and Booking Scheme – Choice Reward Payment is payable in respect of any GMS contract which starts on or after 1st February 2007.

***Choice and Booking Scheme – Booking Initial Payments***

7D.17 If, as part of a GMS contract which is in existence on 1st April 2006, a contractor and a PCT have agreed arrangement for Booking or Choice and Booking which relate to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme - Booking Initial Payment of—

£0.24 multiplied by the contractor's CRP as at 1st April 2006.

7D.18 Except as provided for in paragraph 7D.19, if, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007, a contractor and a PCT have agreed arrangements for Booking or Choice and Booking which relate to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme – Booking Initial Payment calculated as follows—

£0.24 multiplied by—

- (a) the contractor's CRP at the start of the quarter in which the contractor indicates in writing to the PCT that it wishes to participate in the Choice and Booking Scheme, or
- (b) the contractor's initial CRP if the contract starts after that date,

multiplied (in either case) by X/365 where X is the number of days left in the financial year when the contractor indicates in writing to the PCT that it wishes to participate in the Choice and Booking Scheme.

7D.19 If, as part of a GMS contract which is entered into between 2nd April 2006 and 31st January 2007 and which the PCT has determined, in accordance with paragraph 7D.20, relates to the opening of a genuinely new practice which has increased local primary medical services capacity (“a genuinely new contract”), a contractor and a PCT have agreed arrangements for Booking or Choice and Booking which relate to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme – Booking Initial Payment calculated as follows—

£0.24 multiplied by—

- (a) the contractor’s CRP at the start of the quarter in which the contractor indicates in writing to the PCT that it wishes to participate in the Choice and Booking Scheme, or
- (b) the contractor’s initial CRP if the contract starts after that date.

7D.20 A PCT may not determine that a GMS contract is a genuinely new contract where—

- (a) the new GMS contract follows a contractual split or merger involving another primary medical services contractor;
- (b) the new GMS contract follows the termination of the contract of another primary medical services contractor;
- (c) the new GMS contract follows the termination of PCTMS arrangements; or
- (d) there has been a bulk transfer of registered patients from a list of another primary medical services contractor to the contractor.

7D.21 The Choice and Booking Scheme - Booking Initial Payment falls due—

- (a) if the arrangements are agreed before 1st July 2006, on 31st July 2006; or
- (b) if the arrangements are agreed on or after 1st July 2006, on the next date after the arrangements are agreed on which the contractor’s Payable GSMP falls due.

7D.22 No Choice and Booking Scheme – Booking Initial Payment is payable in respect of any GMS contract which starts on or after 1st February 2007.

***Choice and Booking Scheme – Booking Reward Payments***

7D.23 If, as part of a GMS contract which is in existence on 1st April 2006, a contractor and a PCT have agreed arrangements for Booking or Choice and Booking

which relate to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme – Booking Reward Payment calculated in accordance with paragraphs 7D.27 and 7D.28.

7D.24 Except as provided in paragraph 7D.25, if, as part of a GMS contract which comes into existence between 2nd April 2006 and 31st January 2007, a contractor and a PCT have agreed arrangements for Booking or Choice and Booking which relate to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme – Booking Reward Payment calculated in accordance with paragraphs 7D.27 and 7D.28, subject to a proportionate reduction. The sum payable will be the reward payment as calculated in accordance with paragraphs 7D.27 and 7D.28, multiplied by  $A/365$  where A is the number of days left in the financial year when the contractor indicated in writing to the PCT that it wished to participate in the Choice and Booking Scheme.

7D.25 If, as part of a GMS contract which comes into existence between 2nd April 2006 and 31st January 2007 and which the PCT has determined, in accordance with paragraph 7D.26, relates to the opening of a genuinely new practice which has increased local primary medical services capacity (“a genuinely new contract”), a contractor and a PCT have agreed arrangements for Booking or Choice and Booking which relate to the financial year 2006/2007, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme – Booking Reward Payment calculated in accordance with paragraphs 7D.27 and 7D.28.

7D.26 A PCT may not determine that a GMS contract is a genuinely new contract where—

- (a) the new GMS contract follows a contractual split or merger involving another primary medical services contractor;
- (b) the new GMS contract follows the termination of the contract of another primary medical services contractor;
- (c) the new GMS contract follows the termination of PCTMS arrangements; or
- (d) there has been a bulk transfer of registered patients from a list of another primary medical services contractor to the contractor.

7D.27 The sum payable will be a percentage of X where X is calculated as follows –

£0.24 multiplied by the contractor’s CRP as at 1st January 2007 or, in the case of a contract which comes into existence after 1st January 2007, the contractor’s initial CRP.

7D.28 The percentage of X payable will be calculated as set out in the table below where:

Y = the percentage of the total number of first consultant out patient referrals under the 1977 Act originated by the contractor which were completed using

the Choose and Book system in the period from 1st September 2006 to 28th February 2007, as notified to the PCT by Connecting for Health; and

Z = the percentage of X payable.

Y	Z
50%	60%
60%	70%
70%	80%
80%	90%
90%	100%

7D.29 The Choice and Booking Scheme – Booking Reward Payment is to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year 2006/2007. This amount is to fall due—

- (a) if Connecting for Health has provided the PCT with data on the percentage of practice referrals made through Choose and Book by 28th February 2007, on 31st March 2007, and
- (b) if Connecting for Health does not provide the PCT with the data on the percentage of practice referrals made through Choose and Book by 28th February 2007, on the next date, following a period of 28 days beginning with the date of receipt of the data by the PCT, on which the contractor's payable GSMP falls due.

7D.30 If less than 50% of the first consultant out-patient referrals under the 1977 Act originated by the contractor during the period from 1st September 2006 to 28th February 2007 were completed using the Choose and Book system, no Choice and Booking Scheme - Booking Reward Payment is payable and any amount paid in respect of the Choice and Booking Scheme - Booking Initial Payment shall be recoverable by the PCT.

7D.31 No Choice and Booking Scheme – Booking Reward Payment is payable in respect of any GMS contract which starts on or after 1st February 2007.

7D.32 Choice and Booking Scheme – Choice Initial Payments, Choice and Booking Scheme – Choice Reward Payments, Choice and Booking Scheme – Booking Initial Payments and Choice and Booking Scheme – Booking Reward Payments, or any part thereof, are only payable if the contractor satisfies the following conditions—

- (a) the contractor must make available to the PCT any information which the PCT does not have but needs, and the contractor either has or could be reasonably expected to obtain, in order to form its opinion on whether the contractor has fulfilled its obligations under the Choice and Booking Scheme arrangements;
- (b) the contractor must make any returns required of it (whether computerised or otherwise) to the Exeter Registration System, and do so promptly and fully; and

(c) all information supplied pursuant to or in accordance with this paragraph must be accurate.

7D.33 If the contractor breaches any of these conditions, the PCT may, in appropriate circumstances, withhold payment of any, or any part of, a Choice and Booking Scheme – Choice Initial Payment, Choice and Booking Scheme – Choice Reward Payment, Choice and Booking Scheme – Booking Initial Payment and Choice and Booking Scheme – Booking Reward Payment that is otherwise payable.

***Provisions relating to contractors whose contracts terminate (subject to provisions below for terminations attributable to a practice split or merger)***

**Initial Payments**

7D.34 Where a contractor and a PCT have agreed arrangements for Choice, Booking or Choice and Booking and the contractor's GMS contract subsequently terminates prior to 1st February 2007, and any payment has been made by the PCT in respect of either the Choice and Booking Scheme – Choice Initial Payment or the Choice and Booking Scheme – Booking Initial Payment, the PCT is entitled to recover from the contractor, in respect of both those Initial Payments, an amount which reflects, on a pro rata basis, the remaining portion of the financial year. Where the GMS contract terminates on or after 1st February 2007, the PCT is not entitled to recover any money under this paragraph.

**Reward payments**

7D.35 Where a contractor and a PCT have agreed arrangements for Choice or Choice and Booking and the national patient experience survey has commenced prior to the termination of the GMS contract and includes an appropriate sample selected from the contractor's patient list, the contractor is entitled to payment of the Choice and Booking Scheme – Choice Reward Payment in respect of any targets successfully achieved. The payment shall be calculated in accordance with the provisions of this Section and then multiplied by  $X/365$  where X is calculated as follows—

(a) in the case of a GMS contract that was in existence on 1st April 2006, X is the number of days in the period beginning with 1st April 2006 and ending with the date that the GMS contract terminates, and

(b) in the case of a GMS contract that is entered into between 2nd April 2006 and 31st January 2007, X is the number of days in the period beginning with the date the contractor indicated in writing to the PCT that it wished to participate in the Choice and Booking Scheme and ending with the date the GMS contract terminates.

This paragraph does not apply where the termination is as a result of a contractual split or a contractual merger, except as provided for in paragraph 7D.46.

7D.36 Where a contractor and a PCT have agreed arrangements for Booking or Choice and Booking and the contractor's contract subsequently terminates, and there



is available to the PCT information provided by Connecting for Health regarding the use by the contractor of the Choose and Book system, the contractor is entitled to payment of a Choice and Booking Scheme – Booking Reward Payment in respect of any targets successfully achieved. The payment shall be calculated in accordance with the provisions of this Section and then multiplied by  $X/365$  where  $X$  is calculated as follows—

(a) in the case of a GMS contract that was in existence on 1st April 2006,  $X$  is the number of days in the period beginning with 1st April 2006 and ending with the date that the GMS contract terminates, and

(b) in the case of a GMS contract that is entered into between 2nd April 2006 and 31st January 2007,  $X$  is the number of days in the period beginning with the date the contractor indicated in writing to the PCT that it wished to participate in the Choice and Booking Scheme and ending with the date the GMS contract terminates.

This paragraph does not apply where the termination is as a result of a contractual split or a contractual merger, except as provided for in paragraph 7D.46.

***Provisions relating to contractors whose practices merge***

7D.37 Paragraphs 7D.38 to 7D.42 apply where two or more GMS contractors merge (“a contractual merger”) and as a result two or more patient lists are combined, resulting in either a new GMS contract or a varied GMS contract.

7D.38 Where there is a contractual merger, the PCT is not entitled to recover any Choice and Booking Scheme – Choice Initial Payment or Choice and Booking Scheme – Booking Initial Payment that has been paid to any of the contractors concerned.

7D.39 If any of the contractors in the contractual merger have claimed (but not been paid) an Initial Payment prior to the contractual merger, and other contractors in the contractual merger have already received an Initial Payment, the outstanding claim for an Initial Payment shall be calculated on the basis of the original claiming contractor’s CRP notwithstanding the contractual merger.

7D.40 If any of the contractors in the contractual merger have claimed in respect of either Initial Payment prior to the contractual merger, but none of the contractors in the contractual merger have received payment of such Initial Payment, the outstanding claim or claims for an Initial Payment shall be treated as a single claim for the Initial Payment and shall be paid to the merged practice calculated on the basis of the CRP of the merged practice (without any pro rata adjustment to reflect the number of days in the financial year), provided at least one of the practices which was part of the merger had a GMS contract that was in existence on 1st April 2006.

A contractor which is merged is not entitled to receive an Initial Payment if no payment is made under this paragraph to the merged practice.

7D.41 Provided at least one of the practices in the merger was a party to a GMS contract that was in existence on 1st April 2006, the merged contractor will be entitled to a Choice and Booking Scheme – Choice Reward Payment and a Choice and Booking Scheme – Booking Reward Payment in accordance with the provisions of this Section, provided—

(a) it has agreed arrangements for Choice or Choice and Booking (in the case of a Choice Reward Payment) or Booking or Choice and Booking (in the case of a Booking Reward Payment) with the PCT in respect of the merged practice; and

(b) it has met all the requirements under this Section for receiving such reward payments.

7D.42 If none of the practices participating in the merger was party to a GMS contract that was in existence on 1st April 2006, the PCT may, in consultation with the contractor or contractors concerned, pay such proportion of either or both Reward Payments as, in the PCT’s opinion, is reasonable in all the circumstances.

***Provisions relating to contractors whose practices split***

7D.43 The provisions in these paragraphs 7D.44 to 7D.47 apply where a GMS contractor splits (“a contractual split”), and as a result the contractor’s patient list is divided between two or more contractors, resulting in either new GMS contracts or varied GMS contracts or a combination of both.

**Initial Payments**

7D.44 The GMS contract of the contractor that splits shall be treated as having terminated and payments made and entitlements are dealt with in accordance with paragraph 7D.34.

7D.45 The GMS contractors that emerge from the split are entitled to Initial Payments under this Section in accordance with its provisions. In the case of a GMS contract that is varied, the GMS contractor shall be treated as having entered into its GMS contract at the point that its GMS contract is varied.

**Reward payments**

7D.46 The GMS contract of the contractor that splits shall be treated as having terminated and entitlement by that GMS contractor to a Reward Payment are dealt with in accordance with paragraphs 7D.35 and 7D.36.

7D.47 The GMS contractors that emerge from the split are entitled to a Reward Payment under this Section in accordance with its provisions. In the case of a GMS contract that is varied, the GMS contractor shall be treated as having commenced its contract at the point that its GMS contract is varied.

***Provisions relating to non-standard splits and mergers***

7D.48 Where the GMS contract of a contractor who has agreed arrangements for Choice, Booking or Choice and Booking with a PCT is subject to a split or a merger and—

- (a) the application of the provisions set out in this Section in respect of splits or mergers would, in the reasonable opinion of the PCT, lead to an inequitable result, or
- (b) the circumstances of the split or merger are such that the provisions set out in this Section cannot be applied,

the PCT may, in consultation with the contractor or contractors concerned, agree to such payments as, in the PCT's opinion, are reasonable in all the circumstances.

***Provisions relating to failure to meet requirements not within the control of the contractor***

7D.49 Where a contractor has not been able to carry out any of the requirements of the arrangements for Choice, Booking or Choice and Booking due to circumstances beyond its control (for example a failure of the Choose and Book IT system), the contractor is entitled to receive a payment which, in the reasonable opinion of the PCT, after consultation with the contractor, reflects the amount of work that has been completed.