
D I R E C T I O N S

**THE NATIONAL HEALTH SERVICE ACT 2006
ENGLAND**

**THE STATEMENT OF FINANCIAL ENTITLEMENTS
(AMENDMENT) DIRECTIONS 2010**

The Secretary of State for Health has consulted in accordance with section 87(4) of the National Health Service Act 2006^(a) with the bodies appearing to the Secretary of State to be representative of persons to whose remuneration these directions relate. The Secretary of State for Health gives the following directions as to payments to be made under general medical services contracts in exercise of the powers conferred by sections 87, 272(7) and (8) and 273(1) of that Act.

Citation, commencement and application

1.—(1) These Directions may be cited as the Statement of Financial Entitlements (Amendment) Directions 2010 and shall come into force on 1st April 2010.

(2) These Directions apply in relation to England.

Amendment to Statement of Financial Entitlements

2. The directions given by the Secretary of State in the Statement of Financial Entitlements signed on 30th March 2005 as amended by the Directions set out in the Schedule to these Directions are further amended by the following directions.

Amendment to the Table of Contents

3. In the Table of Contents Part 3 (directed enhanced services)—

(a) in Section 7C (Information Management and Technology Scheme), omit the headings listed;

(b) in Section 7G (Extended Hours Access Scheme) after “Provisions relating to non-standard spilt and mergers” insert—

“Section 7GA. EXTENDED HOURS ACCESS SCHEME FOR THE PERIOD 1ST APRIL 2010 TO 31ST MARCH 2011

Extended Hours Access Scheme – Payments

Provisions relating to contractors whose practices merge

Provisions relating to contractors whose practices spilt

Provisions relating to non-standard splits and mergers”;

(c) in Section 7H (Alcohol Related Risk Reduction Scheme) after “Provisions relating to non-standard splits and mergers” insert—

“SECTION 7HA. ALCOHOL RELATED RISK REDUCTION SCHEME FOR THE PERIOD 1ST APRIL 2010 TO 31ST MARCH 2011

Alcohol Related Risk Reduction Scheme – Payments

Accounting arrangements and due date for Alcohol Related Risk Reduction Payments

Provisions relating to contractors whose contracts terminate or who withdraw from the arrangements prior to 31st March 2011 (subject to the provisions below for termination attributable to a practice spilt or merger)

Provisions relating to contractors whose practices merge

Provisions relating to contractors whose practices spilt

Provisions relating to non-standard splits and mergers”;

(d) in Section 7I (Ethnicity and First Language Recording Scheme) after “Provisions relating to non-standard splits and mergers” insert—

“SECTION 7IA. – ETHNICITY AND FIRST LANGUAGE RECORDING SCHEME FOR THE PERIOD 1ST APRIL 2010 TO 31ST MARCH 2011

Ethnicity and First Language Recording Scheme – Payments

Accounting arrangements and due date for Ethnicity and First Language Recording Payments

Provisions relating to contractors whose contracts terminate or who withdraw from the arrangements prior to 31st March 2011 (subject to the provisions below for terminations attributable to a practice spilt or merger)

Provisions relating to contractors whose practices merge

Provisions relating to contractors whose practices spilt

Provisions relating to non-standard splits and mergers”;

(e) in Section 7J (Learning Disabilities Health Check Scheme) after “Provisions relating to non-standard splits and mergers” insert—

“SECTION 7JA. – LEARNING DISABILITIES HEALTH CHECK SCHEME FOR THE PERIOD 1ST APRIL 2010 TO 31ST MARCH 2011

Learning Disabilities Health Check Scheme – Register Agreement Payments

Learning Disabilities Health Check Scheme – Health Check Completion Payments

Accounting arrangements and due dates for Register Agreement Payments and Health Check Completion Payments

Provisions relating to contractors whose contracts terminate or who withdraw from the arrangements prior to 31st March 2011 (subject to the provisions below for terminations attributable to a practice spilt or merger)

Provisions relating to contractors whose practices merge

Provisions relating to contractors whose practices split

Provisions relating to non-standard splits and mergers”;

(f) in Section 7K (Heart Failure Treatment Scheme) omit the headings listed;

(g) in Section 7L (Osteoporosis Diagnosis and Prevention Scheme), after “Provisions relating to non-standard splits and mergers” insert—

“SECTION 7LA. – OSTEOPOROSIS DIAGNOSIS AND PREVENTION SCHEME FOR THE PERIOD 1ST APRIL 2010 TO 31ST MARCH 2011

Calculation of Osteoporosis Diagnosis and Prevention Payments

Calculation in respect of the financial year

Payment in respect of criterion 1 for the financial year

Payment in respect of criterion 2 for the financial year

Payment in respect of criterion 3 for the financial year

Accounting arrangements and due date for Osteoporosis Diagnosis and Prevention Payments

Provisions relating to contractors whose contracts terminate or who withdraw from the arrangements prior to 31st March 2011 (subject to the provisions below for terminations attributable to a practice spilt or merger)

Payments in respect of a contract that terminates or where arrangements cease to be provided during the financial year

Calculation of Payments in respect of a contract that terminates, or where arrangements cease to be provided, during the financial year

Provisions relating to contractors whose practices merge

Provisions relating to contractors whose practices spilt

Provisions relating to non-standard splits and mergers”.

Amendment of Section 4

4.—(1) Section 4 (Quality and Outcomes Framework: General) is amended as follows.

(2) For Section 4.14, substitute—

“**4.14.** With the exception of the indicator “records 23” in the records and information sub-domain (the percentage of patients aged over 15 years whose notes record smoking status in the past 27 months), the standards set relate either to a task to be performed or an outcome to be achieved. The points available in relation to these indicators are only obtainable (in full) if the task is in fact accomplished or the outcome achieved. Guidance on what is required to accomplish the task or achieve the outcome is given in Section 3 of the QOF.”.

(3) After Section 4.14, insert—

“**4.14A.** “Records 23” has designated achievement thresholds and the standard of the performance of the contractor is to be assessed in accordance with Section 4.8 to 4.12.” .

Omission of Section 7C

5. Omit Section 7C (Information Management and Technology Scheme for the Financial Year 2006/2007).

Insertion of new Section 7GA.

6. After Section 7G.21 (Extended Hours Access Scheme for the period up to 31st March 2010) insert—

“Section 7GA. EXTENDED HOURS ACCESS SCHEME FOR THE PERIOD 1st APRIL 2010 TO 31st MARCH 2011

7GA.1. Direction 3(1)(a) of the DES Directions requires each PCT to establish, operate and, as appropriate, revise an Extended Hours Access Scheme for its area. This Section applies to arrangements entered into in accordance with the Extended Hours Access Scheme in its area as provided for in Directions 3(1)(a) and (2) and 4 of the DES Directions in respect of the financial year or any part of that year.

In this Section, “financial year” means the period commencing on 1st April 2010 and ending on 31st March 2011.

Extended Hours Access Scheme - Payments

7GA.2. If, as part of a GMS contract—

(a) a contractor and a PCT have agreed arrangements for Extended Hours Access services in respect of any part of the period up to and including 31st March 2011, and

(b) the contractor has started providing, and continues to provide, the services agreed under those arrangements,

the PCT must pay the contractor under the GMS contract quarterly Extended Hours Access Payments, in respect of the period during which the service is being provided, calculated in accordance with the provisions in this Section.

7GA.3. At the start of the provision of the service agreed under the arrangements, the PCT must calculate the Extended Hours Access Payment for the financial year, or the remainder of the financial year, during which the service commences.

7GA.4. The calculation required by paragraph 7GA.3 is as follows—

£3.00 multiplied by—

(a) the contractor's CRP at the start of the quarter during which the provision of the service agreed under the arrangements commences, or

(b) the contractor's initial CRP if the contract starts after the start of the quarter during which the service agreed under the arrangements commences,

multiplied (in either case) by $X/365$.

X is the number of days left in the financial year.

7GA.5. Where a contractor—

(a) started to provide Extended Hours Access services under an agreement made in accordance with the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008^(a) and continued to provide such services up to and including 31st March 2010,

(b) continued to provide such services under those Directions during the period commencing on 1st April 2010 and ending immediately before providing an extended hours access service under the DES Directions ("the transitional period"), and

(c) has entered into such arrangements as are referred to in Section 7GA.1 for the financial year,

the PCT must calculate the Extended Hours Access Payment in accordance with Section 7GA.4 as if the services as are provided during the transitional period were services provided under such arrangements as are referred to in Section 7GA.1 as from 1st April 2010.

7GA.6. The amount calculated as the Extended Hours Access Payment for the financial year or part of the financial year is payable in quarterly instalments and is payable on the last day of the quarter.

7GA.7. Payments are only payable in respect of periods during which the service agreed under the arrangements is being provided and payments will not in any event be payable in respect of any period after 31st March 2011.

7GA.8. Where the service agreed under the arrangements ceases to be provided at any time before 31st March 2011 a calculation must be made in respect of the payment to be made on the last day of the quarter during which the service ceases to be provided as follows—

(a) The Primary Medical Services (Directed Enhanced Services) (England) Directions 2008, signed on 1st September 2008 and amended by the Primary Medical Services (Directed Enhanced Services) (England) (Amendment) Directions 2009, signed on 29th January 2009.

the sum that would be payable in respect of that quarter had the service not ceased,
multiplied by
X/the number of days in that quarter

X is the number of days during that quarter that the service agreed under the arrangements was being provided.

The sum so calculated is the sum payable on the final day of the quarter during which the service agreed under the arrangements ceased to be provided and no further payments will be payable in respect of the arrangements.

7GA.9. Extended Hours Access Scheme 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 establish whether the contractor has fulfilled its obligations under the Extended Hours Access Scheme arrangements, and where applicable under arrangements made in accordance with the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008,
- (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.

7GA.10. If the contractor breaches any of these conditions, the PCT may, in appropriate circumstances, withhold payment of any, or any part of, an Extended Hours Access Scheme Payment that is otherwise payable.

Provisions relating to contractors whose practices merge

7GA.11. Paragraphs 7GA.12 to 7GA.14 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.

7GA.12. The GMS contracts of the contractors that form a contractual merger shall be treated as having terminated and the entitlement of the contractors in the contractual merger to any Extended Hours Access Scheme payment will be assessed in accordance with the provisions of Section 7GA.8 on the basis that the arrangements agreed under those contracts ceased to be provided at the time those contracts are treated as having terminated.

7GA.13. Subject to the provisions of paragraph 7GA.14, the entitlement of the contractor entering into the new or varied GMS contract to an Extended Hours Access Scheme payment will be assessed in accordance with the provisions of this Section, and on the basis that entitlement to any payment under any new arrangements that may be agreed with the PCT commences at the time the contractor starts to provide such new arrangements and provided those arrangements have first been agreed in writing.

7GA.14. Where there is a contract merger and the contractor under a new or varied GMS contract:

- (a) agrees arrangements with the PCT for extended hours access, and starts providing extended hours access arrangements in accordance with such agreed arrangements, within 28 days of the date the new or varied GMS contract commenced, and
- (b) during the period between the commencement of the new or varied GMS contract and the date upon which such agreed arrangements commence, has been providing extended hours access arrangements which were, in the opinion of the PCT,

broadly comparable to what was necessary in order to provide the minimum hours of extended access required under the DES Directions,

the new arrangements are deemed to have commenced on the date the new or varied GMS contract commenced, and payment will be assessed accordingly.

Provisions relating to contractors whose practices spilt

7GA.15. Paragraph 7GA.16 to 7GA.18 apply where a GMS contractor splits (“a contractual spilt”), and as a result the contractor’s patients list is divided between two or more GMS contractors, resulting in either new GMS contracts or varied GMS contracts or a combination of both.

7GA.16. The GMS contract of the contractor that splits shall be treated as having terminated and the entitlement of the contractor that so terminates to any Extended Hours Access Scheme payment will be assessed in accordance with the provisions of Section 7GA.8 on the basis that the arrangements agreed under that contract ceased to be provided at the time that contract is treated as having terminated.

7GA.17. Subject to the provisions in paragraph 7GA.18, the entitlement of a contractor entering into a new or varied GMS contract to an Extended Hours Access Scheme payment, will be assessed in accordance with the provisions of this Section, and on the basis that entitlement to any payment under any new arrangement that may be agreed with the PCT commences at the time the contractor starts to provide such new arrangements and provided those arrangements have first been agreed in writing.

7GA.18. Where there is a contract spilt and a contractor under a new or varied GMS contract arising out of such a contract spilt—

- (a) agrees arrangements with the PCT for extended hours access, and starts providing extended hours access arrangements in accordance with such agreed arrangements, within 28 days of the date the new or varied GMS contract commenced, and
- (b) during the period between the commencement of the new or varied GMS contract and the date upon which such agreed arrangements commence, has been providing extended hours access arrangements which were, in the opinion of the PCT, broadly comparable to what was necessary in order to provide the minimum hours of extended access required under the DES Directions,

the new arrangements are deemed to have commenced on the date the new or varied GMS contract commenced, and payment will be assessed accordingly.

Provisions relating to non-standard splits and mergers

7GA.19. Where the GMS contract of a contractor who has agreed extended hours access arrangements 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.”.

Insertion of new Section 7HA.

7. After Section 7H.24 (Alcohol Related Risk Reduction Scheme for the period up to 31st March 2010) insert—

**“Section 7HA. ALOCHOL RELATED RISK REDUCTION SCHEME FOR THE PERIOD
1st APRIL 2010 TO 31st MARCH 2011**

7HA.1. Direction 3(1)(b) of the DES Directions requires each PCT to establish, operate and, as appropriate, revise an Alcohol Related Risk Reduction Scheme in its area. This Section applies to arrangements entered into in accordance with the Alcohol Related Risk Reduction Scheme in its area as provided for in Directions 3(1)(b) and (2) and 5 of the DES Directions in respect of the financial year or any part of that year.

In this Section, “financial year” means the period commencing on 1st April 2010 and ending on 31st March 2011.

Alcohol Related Risk Reduction Scheme - Payments

7HA.2. If, as part of a GMS contract—

- (a) a contractor and a PCT have agreed arrangements in respect of an Alcohol Related Risk Reduction Scheme in respect of all or part of the financial year in accordance with the DES Directions, and
- (b) the contractor provides, within the required period in respect of the financial year, the statistical information required by the PCT as set out in this Section,

the PCT must pay the contractor under the GMS contract an Alcohol Related Risk Reduction payment in respect of newly registered patients aged 16 and over screened by the contractor under the arrangements during the financial year calculated in accordance with the provisions of this Section.

7HA.3. In order to qualify for an Alcohol Related Risk Reduction Payment in respect of the financial year, the contractor must, before 30th April 2011, provide the PCT with the following information (in writing) in respect of newly registered patients screened by the contractor during the financial year and the information must reflect the position at the end of the financial year—

- (a) the number of newly registered patients aged 16 and over who have been screened by the contractor using either one of two shortened versions of the World Health Organisation (WHO) Alcohol Use Disorders Identification Test (AUDIT) questionnaire (FAST or AUDIT –C) during the financial year,
- (b) the number of newly registered patients aged 16 or over who have screened positive under either one of two shortened versions of the WHO Alcohol Use Disorders Identification Test (AUDIT) questionnaire (FAST or AUDIT-C) during the financial year who then undergo a fuller assessment using the full ten-question AUDIT questionnaire to determine an increasing risk, a higher risk or likely dependent drinking,
- (c) the number of newly registered patients who have been identified as drinking at increasing risk or higher risk levels who have during the financial year received a brief intervention to help them reduce their alcohol-related risk, and
- (d) the number of newly registered patients scoring 20 or more on the full ten-question AUDIT questionnaire who have been referred by the contractor for specialist advice for dependent drinking during the financial year.

7HA.4. The Alcohol Related Risk Reduction Payment payable in respect of the financial year will be calculated as follows—

£2.37

multiplied by

the number of newly registered patients aged 16 and over who have been screened by the contractor using either one of two shortened versions of the WHO Alcohol Use Disorders Identification Test (AUDIT) questionnaire (FAST or AUDIT-C) during the financial year.

7HA.5. No more than one payment of £2.37 may be made to the contractor in respect of any individual patient under the provisions of this Section in respect of the financial year.

Accounting arrangements and due date for Alcohol Related Risk Reduction Payments

7HA.6. Alcohol Related Risk Reduction Payments in respect of arrangements entered into in accordance with the DES Directions are to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year.

7HA.7. The amount calculated as the Alcohol Related Risk Reduction Payment for the financial year falls due on the last day of the month following the month during which the contractor provides the information required under paragraph 7HA.3.

7HA.8. Alcohol Related Risk Reduction 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 establish whether the contractor or has fulfilled its obligation under the Alcohol Related Risk Reduction 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.

7HA.9. If the contractor breaches any of the above conditions, the PCT may, in appropriate circumstances, withhold payment of any, or any part of, an Alcohol Related Risk Reduction Payment that is otherwise payable.

Provisions relating to contractors whose contracts terminate or who withdraw from the arrangements prior to 31st March 2011 (subject to the provisions below for termination attributable to a practice split or merger)

7HA.10. Where a contractor and a PCT have arrangements in respect of Alcohol Related Risk Reduction in respect of the financial year and the contractor's contract subsequently terminates or the contractor withdraws from the arrangements prior to 31st March 2011, the contractor is entitled to an Alcohol Related Risk Reduction Payment in respect of its participation in the arrangements, calculated in accordance with the following provisions.

Any amount so calculated will fall due on the last day of the month following the month during which the contractor provides the information required under paragraph 7HA.11.

7HA.11. In order to qualify for an Alcohol Related Risk Reduction Payment in respect of its participation in the arrangements, the contractor must, before the expiry of 28 days following the termination of the contract or the withdrawal from the arrangements, provide the PCT, in writing, with the information specified in paragraph 7HA.3, in respect of the financial year and terminating on the last day of the contract or, where the contract remains in force but the contractor has withdrawn from the arrangements, the last day upon which the contractor was participating in the arrangements.

7HA.12. The Alcohol Related Risk Reduction Payment payable will be calculated as follows—

£2.37

multiplied by

the number of newly registered patients aged 16 and over who have been screened by the contractor using either one of two shortened versions of the WHO Alcohol Use Disorders Identification Test (AUDIT) questionnaire (FAST or AUDIT-C) during the period commencing on 1st April 2010 and terminating on the last day of the contract or,

where the contract remains in force but the contractor has withdrawn from the arrangements, the last day upon which the contractor was participating in the arrangements.

Provisions relating to contractors whose practices merge

7HA.13. Paragraphs 7HA.14 to 7HA.16 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 or a varied GMS contract.

7HA.14. Assessment of any entitlement to an Alcohol Related Risk Reduction Payment or Payments will depend on whether or not the contractor under a new or varied GMS contract enters into new written arrangements before the expiry of 28 days following the date on which the new or varied GMS contract commenced.

7HA.15. Where there is a contractual merger and the contractor under a new or varied GMS contract does not enter into new written arrangements under the scheme before the expiry of 28 days following the date or varied GMS contract commenced—

- (a) entitlement to any Alcohol Related Risk Reduction Payments arising under the original contracts will be assessed, on the basis that those contracts are treated as having terminated, in accordance with the provisions of this Section relating to contracts that terminate as set out in paragraphs 7HA.10 to 7HA.12, and
- (b) where the contractor under a new or varied GMS contract subsequently enters into arrangements in respect of Alcohol Related Risk Reduction, the entitlement of the contractor under such arrangements will be assessed in accordance with the provisions of this Section but on the basis that—
 - (i) the information to be submitted at the end of the financial year in accordance with paragraph 7HA.3 will relate to newly registered patients screened by the contractor during that part of the financial year commencing on the date the new written arrangements commenced, and
 - (ii) any patients who are registered with the contractor under the new or varied GMS contract solely as a result of the contractual merger will not be treated as newly registered patients under the new or varied GMS contract, nor included in the return required in accordance with sub-paragraph (i) and no payment shall be made in respect of them.

7HA.16. Where there is a contractual merger and the contractor under a new or varied GMS contract enters into new written arrangements before the expiry of 28 days following the date the new or varied GMS contract commenced, entitlement will be assessed as follows.

No separate assessment is made in respect of entitlement under the original GMS contracts that merged. The entitlement of the contractor under the new or varied GMS contract will be assessed at the end of the financial year (or when such new or varied GMS contract terminates, if earlier) in accordance with the provisions of this Section and on the basis of information regarding the newly registered patients screened under both the original GMS contracts and the new or merged GMS contract during the course of the financial year (or lesser period if the new or varied GMS contract terminates earlier), save that any patients which are registered with the contractor under the new or varied GMS contract solely as a result of the contractual merger will not be treated as newly registered patients under the new or varied GMS contract, nor included in the return required in accordance with paragraph 7HA.3 and no payment shall be made in respect of them.

Provisions relating to contractors whose practices split

7HA.17. Paragraphs 7HA.18 to 7HA.21 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.

7HA.18. Where there is a contractual split, the GMS contract that splits will be treated as having terminated on the date the contract splits and any entitlement to an Alcohol Related Risk Reduction Payment arising under the original contract will be assessed in accordance with the provisions of this Section relating to contracts that terminate as set out in paragraphs 7HA.10 to 7HA.12.

7HA.19. Assessment of any entitlement under any new or varied GMS contracts arising out of a contractual split to an Alcohol Related Risk Reduction Payment or Payments will depend on whether or not the contractor under its new or varied GMS contract enters into new written arrangements before the expiry of 28 days following the day on which the new or varied GMS contract commenced.

7HA.20. Where there is a contractual split and a contractor under any new or varied GMS contract enters into new written arrangements under the Scheme before the expiry of 28 days following the date the new or varied GMS contract commenced, the entitlement of the contractor entering into the new or varied contract to an Alcohol Related Risk Reduction Payment will be assessed in accordance with the provisions of this Section, but on the basis that the information to be submitted at the end of the financial year in accordance with paragraph 7HA.3 will relate to newly registered patients screened by the contractor during that part of the financial year commencing on the date the new or varied GMS contract commenced and on the basis that any patients which are registered with the contractor under the new or varied GMS contract solely as a result of the contractual split will not be treated as newly registered patients under the new or varied GMS contract, nor included in the return required in accordance with paragraph 7HA.3, and no payment shall be made in respect of them.

7HA.21. Where there is a contractual split and a contractor under a new or varied GMS contract does not enter into new written arrangements under the Scheme before the expiry of 28 days following the date the new or varied GMS contract commenced, but subsequently enters into such arrangements, the entitlement of the contractor entering into the new or varied contract to an Alcohol Related Risk Reduction Payment will be assessed in accordance with the provisions of this Section, but on the basis that the information to be submitted at the end of the financial year in accordance with paragraph 7HA.3 will relate to newly registered patients screened by the contractor during that part of the financial year commencing on the date the new written arrangements commenced and that any patients which are registered with the contractor under the new or varied GMS contract solely as a result of the contractual split will not be treated as newly registered patients under the new or varied GMS contract, nor included in the return required in accordance with paragraph 7HA.3, and no payment shall be made in respect of them.

Provisions relating to non standard splits and mergers

7HA.22. Where the GMS contract of a contractor who has entered into Alcohol Related Risk Reduction arrangements 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.”.

Insertion of new Section 7IA.

8. After Section 7I.26 (Ethnicity and First Language Recording Scheme for the period up to 31st March 2010) insert—

“Section 7IA. ETHNICITY AND FIRST LANGUAGE RECORDING SCHEME FOR THE PERIOD 1st APRIL 2010 TO 31st MARCH 2011

7IA.1. Direction 3(1)(c) of the DES Directions requires each PCT to establish, operate and, as appropriate, revise an Ethnicity and First Language Recording Scheme in its area. This Section applies to arrangements entered into in accordance with the Ethnicity and First Language Recording Scheme in its area as provided for in Directions 3(1)(c) and (2) and 6 of the DES Directions in respect of the financial year or any part of that year.

In this Section, “financial year” means the period commencing on 1st April 2010 and ending on 31st March 2011.

Ethnicity and First Language Recording Scheme - Payments

7IA.2. If, as part of a GMS contract—

- (a) a contractor and a PCT have agreed arrangements in respect of an Ethnicity and First Language Recording Scheme in respect of all or part of the financial year under the DES Directions, and
- (b) the contractor provides, within the required period, the statistical information required by the PCT as set out in this Section,

the PCT must pay the contractor under the GMS contract an Ethnicity and First Language Recording payment calculated in accordance with the provisions of this Section.

7IA.3. In order for a contractor to qualify for an Ethnicity and First Language Recording Payment in respect of the financial year in respect of which it has entered into arrangements with the PCT, the following requirements must be met—

- (a) the contractor must, before 30th April 2011, provide the PCT with the following information (in writing) which must reflect the position at the end of the financial year—
 - (i) the number of its registered patients recorded against each of the NHS Data Dictionary categorisation codes for ethnic group,
 - (ii) the number of its registered patients recorded against each of the NHS Data Dictionary classification codes for first language,
 - (iii) the number of its registered patients in respect of whom a refusal to divulge information regarding their ethnicity is recorded, and
 - (iv) the number of its registered patients in respect of whom a refusal to divulge information regarding their first language is recorded, and
- (b) the information the contractor submits in accordance with the requirement at subparagraph (a) must indicate, on analysis by the PCT, that any necessary threshold percentage relating to the recording of information has been met or exceeded.

7IA.4. The necessary threshold percentages for the recording of information in respect of arrangements entered into in respect of all or part of the financial year is met if the aggregate information provided by the contractor in accordance with the provisions of paragraph 7IA.3(a) indicates that 90% or more of the contractor’s registered patients (as indicated by the contractor’s CRP as at 1st April 2010 or if the GMS contract was entered into after 1st April 2010, the contractor’s initial CRP) have both their ethnic origin and their first language recorded in their medical records or that their medical records are marked to indicate a refusal to divulge such information.

A patient record that indicates a completed entry for one element (either ethnicity or first language) and a refusal to divulge information in respect of the remaining element will count as a completed record in respect of that patient for the purposes of assessing whether the necessary threshold percentage has been met or exceeded.

7IA.5. The Ethnicity and First Language Recording Payment payable in respect of the financial year will be calculated as follows—

5.7p multiplied by

- (a) the contractor's CRP as at 1st April 2010, or
- (b) the contractor's initial CRP if the contractor's GMS contract was entered into after 1st April 2010.

Accounting arrangements and due date for Ethnicity and First Language Recording Payments

7IA.6. Ethnicity and First Language Recording Payments in respect of arrangements entered into in accordance with the DES Directions are to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year.

7IA.7. The amount calculated as the Ethnicity and First Language Recording Payment for the financial year falls due on the last day of the month following the month during which the contractor provides the information required under paragraph 7IA.3.

7IA.8. Ethnicity and First Language Recording Payments, or any part of such payment, 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 establish whether the contractor has fulfilled its obligations under the Ethnicity and First Language Recording 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.

7IA.9. If the contractor breaches any of these conditions, the PCT may, in appropriate circumstances, withhold payment of any, or any part of, an Ethnicity and First Language Recording Payment that is otherwise payable.

Provisions relating to contractors whose contracts terminate or who withdraw from the arrangements prior to 31st March 2011 (subject to the provisions below for terminations attributable to a practice split or merger)

7IA.10. Where a contractor and PCT have agreed arrangements in respect of Ethnicity and First Language Recording in respect of the financial year and the contractor's contract subsequently terminates or the contractor withdraws from the arrangements prior to 31st March 2011, the contractor is entitled to an Ethnicity and First Language Recording Payment in respect of its participation in the arrangements, calculated in accordance with the following provisions and any amount so calculated will fall due on the last day of the month following the month during which the contractor provides the information required under paragraph 7IA.11.

7IA.11. In order for the contractor to qualify for an Ethnicity and First Language Recording Payment in respect of its participation in the arrangements the following requirements must be met—

- (a) the contractor must, before the expiry of 28 days following the termination of the contract or the withdrawal from the arrangements, provide the PCT, in writing,

with the information specified in paragraph 7IA.3, in respect of the period starting on 1st April 2010 and terminating on the last day of the contract remains in force or where the contract remains in force but the contractor has withdrawn from the arrangements, the last day upon which the contractor was participating in the arrangements, and

- (b) the information the contractor submits in accordance with the requirement in subparagraph (a) must indicate, on analysis by the PCT, that any necessary threshold percentage relating to the recording of information has been met or exceeded.

7IA.12. The necessary threshold percentages are those set out in paragraph 7IA.4.

7IA.13. The Ethnicity and First Language Recording Payment payable in the event of termination of contract, or withdrawal from arrangements, prior to the end of any financial year will be calculated as follows—

5.7p multiplied by

- (a) the contractor's CRP as at 1st April 2010, or
- (b) the contractor's initial CRP if the contractor's GMS contract was entered into after 1st April 2010.

Provisions relating to contractors whose practices merge

7IA.14. Paragraphs 7IA.15 to 7IA.17 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.

7IA.15. Assessment of any entitlement to an Ethnicity and First Language Recording Payment or Payments will depend on whether or not the contractor under a new or varied GMS contract enters into new written arrangements before the expiry of 28 days following the date on which the new or varied GMS contract commenced.

7IA.16. Where there is a contractual merger and the contractor under a new or varied GMS contract does not enter into new written arrangements before the expiry of 28 days following the date the new or varied GMS contract commenced—

- (a) entitlement to any Ethnicity and First Language Recording payments arising under the original contracts will be assessed, on the basis that those contracts are treated as having terminated, in accordance with the provisions of this Section relating to contracts that terminate as set out in paragraphs 7IA.10 to 7IA.13, and
- (b) where the contractor under a new or varied GMS contract subsequently enters into arrangements in respect of Ethnicity and First Language Recording, the entitlement of the contractor under such arrangements will be assessed in accordance with the provisions of this Section but on the basis that—
 - (i) the CRP to be used in the calculation to assess the necessary threshold percentage in accordance with paragraph 7IA.4 will be the contractor's CRP at the date the new arrangements are entered into,
 - (ii) the CRP to be used in the calculation to be carried out in accordance with paragraph 7IA.5 will be the contractor's CRP at the date the new arrangements are entered into, and
 - (iii) the PCT will deduct from any amount so calculated any sum or sums paid or payable to the original contractors who formed the contract merger in respect of arrangements entered into by those original contractors in respect of Ethnicity and First Language in respect of the financial year.

7IA.17. Where there is a contractual merger and the contractor under a new or varied GMS contract enters into new written arrangements before the expiry of 28 days following the date the new or varied GMS contract commenced, entitlement will be assessed as follows.

No separate assessment is made in respect of entitlement under the original GMS contracts that merged.

The entitlement of the contractor under the new or varied GMS contract will be assessed at the end of the financial year (or when such new or varied GMS contract terminates, if earlier) in accordance with the provisions of this Section but on the basis that—

- (a) the CRP to be used in the calculation to assess the necessary threshold percentage in accordance with paragraph 7IA.4 will be the first CRP calculated for the contractor under the new or varied contract, and
- (b) the CRP to be used in the calculation to be carried out in accordance with paragraph 7IA.5 will be the first CRP calculated for the contractor under the new or varied contract.

Provisions relating to contractors whose practices split

7IA.18. Paragraphs 7IA.19 to 7IA.23 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 or varied GMS contracts or a combination of both.

7IA.19. Where there is a contractual split, the GMS contract that splits will be treated as having terminated on the date the contract splits and any entitlement to an Ethnicity and First Language Recording Payment arising under the original contract will be assessed in accordance with the provisions of this Section relating to contracts that terminate as set out in paragraphs 7IA.10 to 7IA.13.

7IA.20. Assessment of any entitlement under any new or varied GMS contracts arising out of a contractual split to an Ethnicity and First Language Recording Payment or Payments will depend on whether or not the contractor under such new or varied GMS contract or contracts enters into new written arrangements before the expiry of 28 days following the date on which the new or varied GMS contracts commenced.

7IA.21. Where there is a contractual split and a contractor under any new or varied GMS contract enters into new written arrangements within 28 days of the date the new or varied GMS contract commenced, the entitlement of the contractor entering into the new or varied contract to an Ethnicity and First Language Recording Payment will be assessed in accordance with the provisions of this Section, but on the basis that—

- (a) the CRP to be used in the calculation to assess the necessary threshold percentage in accordance with paragraph 7IA.4 will be the first CRP calculated for the contractor under the new or varied contract,
- (b) the CRP to be used in the calculation to be carried out in accordance with paragraph 7IA.5 will be the first CRP calculated for the contractor under the new or varied contract, and
- (c) the PCT will deduct from any amount so calculated a sum “X”.

X (calculated in accordance with paragraph 7IA.22) is a proportion of any sum paid or payable to the original contractor which split in respect of arrangements entered into by that original contractor in respect of Ethnicity and First Language Recording in respect of the financial year.

7IA.22. The sum “X” is—

- A
- multiplied by
- (B divided by C)

where—

- (a) “A” is any sum paid or payable to the original contractor in respect of arrangements entered into by that original contractor in respect of Ethnicity and First Language Recording in respect of the financial year,
- (b) “B” is the number of patients registered with the contractor under the new or varied contract on 31st March 2011 (or, where the contract terminates, or the contractor withdraws from the arrangements, prior to 31st March 2011, the number of patients registered with the contractor at the time of the termination or withdrawal) who were registered with the original contractor immediately before the split that gave rise to the transfer of patients, and
- (c) “C” is the number of patients registered with the original contractor immediately before the split that gave rise to the transfer of patients.

7IA.23. Where there is a contractual split and a contractor under a new or varied GMS contract does not enter into new written arrangements before the expiry of 28 days following the date the new or varied GMS contract commenced but subsequently enters into such arrangements, the entitlement of the contractor entering into the new or varied contract to an Ethnicity and First Language Recording Payment will be assessed in accordance with the provisions of paragraphs 7IA.21 and the contractor’s CRP to be used in that calculation will be the contractor’s CRP at the date the new arrangements are entered into.

Provisions relating to non-standard splits and mergers

7IA.24. Where the GMS contract of a contractor who has entered into Ethnicity and First Language Recording arrangements 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.”.

Insertion of new Section 7JA.

9. After Section 7J.43 (Learning Disabilities Health Check Scheme for the period up to 31st March 2010) insert—

“Section 7JA – LEARNING DISABILITIES HEALTH CHECK SCHEME FOR THE PERIOD 1st APRIL 2010 TO 31st MARCH 2011

7JA.1. Direction 3(1)(d) of the DES Directions requires each PCT to establish, operate and, as appropriate, revise a Learning Disabilities Health Check Scheme in its area. This Section applies to arrangements entered into in accordance with the Learning Disabilities Health Check Scheme in its area as provided for in Directions 3(1)(d) and (2) and 7 of the DES Directions in respect of the financial year or any part of that year.

In this Section, “financial year” means the period commencing on 1st April 2010 and ending on 31st March 2011.

Learning Disabilities Health Check Scheme – Register Agreement Payments

7JA.2. If, as part of a GMS contract—

- (a) a contractor and a PCT have agreed arrangements in respect of a Learning Disabilities Health Check in respect of all or any part of the financial year,

- (b) the contractor and the PCT had not previously entered into arrangements in respect of a Learning Disabilities Health Check Scheme in accordance with the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008(a) in respect of all or any part of a 24 month period ending on 31st March 2010 (and consequently has not previously agreed a Health Check Learning Disabilities Register as a consequence of those Directions), and
- (c) the contractor and PCT agree a Health Check Learning Disabilities Register prior to 1st March 2011,

the PCT must pay the contractor under the GMS contract a Register Agreement Payment calculated as follow—

£50.87 multiplied by the number of patients recorded on the register when it is first agreed.

7JA.3.1. This paragraph applies in respect of any additions made or proposed additions of the names of patients to a Health Check Learning Disabilities Register (the Register) after it has been agreed.

This paragraph also applies in the case where a Health Check Learning Disabilities Register was previously agreed as a consequence of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008 and it is agreed that it is the Register for the financial year—

- (a) no name may be added to the Register in March 2011 and no entitlement to a Register Agreement Payment or a Health Check Completion Payment arises in respect of any proposed additions of the names of patients to the Register in March 2011,
- (b) subject to paragraph (a), a contractor may add a patient's name to the Register that has already been agreed only if—
 - (i) the contractor complies with the requirements in paragraph 7JA.3.2 and therefore is entitled to a Health Check Completion Payment in respect of that patient, and
 - (ii) no entitlement arises to a Register Agreement Payment in respect of that patient.

7JA.3.2. The requirements referred to in paragraph 7JA.3.1(b)) are—

- (a) the contractor must notify the PCT in writing of the patient's name and reasons for including that name on the Register within 7 days of adding that name to the Register, and
- (b) if the PCT requests information it reasonably needs in order to assist it in its consideration of whether the name in question should be retained on the Register, the contractor must provide such information within 7 days of the PCT's request.

7JA.3.3. If the PCT instructs the contractor in writing to remove a patient's name from the Register which the contractor has added, the contractor must remove that name and—

- (a) no entitlement to a Register Agreement Payment or to a Health Check Completion Payment arises in respect of that patient, and
- (b) any Health Check Completion Payment already paid in respect of that patient shall be treated as an overpayment and may be recovered by the PCT in accordance with Section 20 of this SFE.

(a) The Primary Medical Services (Directed Enhanced Services) (England) Directions 2008, signed on 1st September 2008 and amended by the Primary Medical Services (Directed Enhanced Services) (England) (Amendment) Directions 2009 signed on 29th January 2009.

7JA.4. If a contractor and a PCT have agreed arrangements in respect of a Learning Disabilities Health Check Scheme in respect of all or any part of the financial year but have not concluded an agreement on a Register before 1st March 2011, no Register Agreement Payment is payable. Agreement must be concluded in order to qualify for a Health Check Completion Payment.

7JA.5. If a contractor and a PCT have agreed arrangements in respect of a Learning Disabilities Health Check Scheme in accordance with the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008(a), and those arrangements are in place on 31st March 2010 and a Health Check Learning Disabilities Register was agreed in respect of those arrangements—

- (a) that Health Check Learning Disabilities Register will continue to be the agreed Register in respect of the financial year, and
- (b) there is no requirement to agree a further register and no entitlement to a Register Agreement Payment arises.

Learning Disabilities Health Check Scheme – Health Check Completion Payments

7JA.6. If, as part of a GMS contract—

- (a) a contractor and a PCT have agreed arrangements in respect of a Learning Disabilities Health Check Scheme in respect of all or any part of the financial year;
- (b) the contractor and the PCT have agreed the Register (including any Health Check Learning Disabilities Register agreed in accordance with paragraph 7JA.5), and
- (c) the contractor informs the PCT in writing, before 30th April 2011, of the number of patients on the Register who have received a compliant health check undertaken by the contractor in accordance with arrangements during the financial year,

the PCT must pay the contractor under the GMS contract a Health Check Completion payment calculated in accordance with Section 7JA.7 and 7JA.8.

7JA.7. A Health Check Completion Payment is calculated as follows—

£101.74

multiplied by

the number of compliant health checks (subject to Section 7JA.8) undertaken by the contractor in respect of patients recorded as being on the Register as notified to the PCT in accordance with Section 7JA.6(c)

minus

any Register Agreement Payment received by, or payable to, the contractor in accordance with Section 7JA.2.

If the figure resulting from this calculation is a negative sum, that sum of money is to be treated as an overpayment by the PCT and that PCT is entitled to recover that sum of money as an overpayment in accordance with Section 20 of this SFE.

7JA.8. As regards payments of a Health Check Completion Payment—

- (a) no more than one payment of £101.74 may be made to the contractor in respect of any individual patient irrespective of the number of compliant health checks undertaken by the contractor in respect of that patient during the financial year, and

(a) The Primary Medical Services (Directed Enhanced Services) (England) Directions 2008, signed on 1st September 2008 and amended by the Primary Medical Services (Directed Enhanced Services) (England) (Amendment) Directions 2009, signed on 29th January 2009.

- (b) no payment shall be made to a contractor in respect of any individual patient in the case where that patient's name was added to the Register after it had been agreed and the PCT required the contractor to remove that name.

Accounting arrangements and due payment dates for Register Agreement Payments and Health Check Completion Payments

7JA.9. Register Agreement Payments in respect of arrangements entered into in accordance with the DES Directions are to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year.

7JA.10. Health Check Completion Payments are to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year during which the compliant health check takes place.

7JA.11. The amount calculated as the Register Agreement Payment is payable on the last day of the month following the month during which the Register is agreed.

7JA.12. The amount calculated as the Health Check Completion Payment is payable on the last day of the month following the month during which the PCT received details of the number of registered patients on the Register who received a compliant health check under the arrangements.

7JA.13. Register Agreement Payments and Health Check Completion 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 establish whether the contractor has fulfilled its obligations under the Learning Disabilities Health Check 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.

7JA.14. If the contractor breaches any of these conditions, the PCT may, in appropriate circumstances, withhold payment of any, or any part of, a Register Agreement Payment or Health Check Completion Payment that is otherwise payable.

Provisions relating to contractors whose contracts terminate or who withdraw from the arrangements prior to 31st March 2011 (subject to the provisions below for terminations attributable to a practice split or merger)

7JA.15. Where a contractor and a PCT have agreed arrangements in respect of a Learning Disabilities Health Check Scheme for any part of the twelve month period ending on 31st March 2011 and the contractor's contract subsequently terminates or the contractor withdraws from the arrangements prior to 31st March 2011—

- (a) if the contractor and the PCT have not concluded agreement on a Health Check Learning Disabilities Register at the date of the contract termination, or the withdrawal from the arrangements, no Register Agreement Payment is payable, but agreement must nevertheless be concluded in order to qualify for a Health Check Completion Payment, and
- (b) the contractor is entitled to a Health Check Completion Payment calculated in accordance with the provisions of paragraphs 7JA.16 to 7JA.18 (subject to the provisions at paragraphs 7JA.19 to 7JA.34 relating to terminations attributable to practice mergers or splits) and the amount so calculated falls due in accordance with the provisions of paragraph 7JA.12.

7JA.16. In order for the contractor to qualify for a Health Check Completion Payment in respect of its participation in the arrangements the following requirements must be met—

- (a) the contractor and PCT must have concluded agreement on a Health Check Learning Disabilities Register, and
- (b) the contractor must, before the expiry of 28 days following the termination of the contract or the withdrawal from the arrangements, inform the PCT, in writing, of the number of registered patients on the Health Check Learning Disabilities Register who have received a compliant health check undertaken by the contractor under the arrangements during the period commencing on 1st April 2010 and terminating on the last day of the contract or, where the contract remains in force but the contractor has withdrawn from the arrangements, terminating on the last day upon which the contractor was participating in the arrangements.

7JA.17. The Health Check Completion Payment payable in the event of termination of contract, or withdrawal from arrangements, prior to 31st March 2011 is—

- (a) £101.74

multiplied by

the number of compliant health checks (subject to the provisions of paragraph 7JA.18) undertaken by the contractor in respect of patients recorded as being on the Health Check Learning Disabilities Register commencing on 1st April 2010 and terminating on the last day of the contract or, where the contract remains in force but the contractor has withdrawn from the arrangements, terminating on the last day upon which the contractor was participating in the arrangements

minus

any Register Agreement Payment received by, or payable to, the contractor in accordance with this section

and if the figure resulting from this calculation is a negative sum, that sum of money is to be treated as an overpayment by the PCT and the PCT is entitled to recover that amount as an overpayment in accordance with the provisions of Section 20 of this SFE.

7JA.18. No more than one payment of £101.74 may be made to the contractor in respect of any individual patient irrespective of the number of compliant health checks undertaken by the contractor in respect of that patient during the financial year.

Provisions relating to contractors whose practices merge

7JA.19. Paragraphs 7JA.20 to 7JA.30 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 or a varied GMS contract.

7JA.20. Assessment of any entitlement to a Health Check Completion Payment or Register Agreement Payment will depend on whether or not the contractor under a new or varied GMS contract enters into new written arrangements before the expiry of 28 days following the date on which the new or varied GMS contract commenced.

7JA.21. Where there is a contractual merger and the contractor under a new or varied GMS contract does not enter into new written arrangements under the Scheme before the expiry of 28 days following the date the new or varied GMS contract commenced—

- (a) entitlement to any Health Check Completion Payments arising under the original contracts will be assessed, on the basis that those contracts are treated as having terminated, in accordance with the provisions of this Section relating to contracts that terminate as set out in paragraphs 7JA.15 to 7JA.18, and
- (b) where the contractor under a new or varied GMS contract subsequently enters into arrangements in respect of a Learning Disabilities Health Check Scheme, the entitlement of the contractor under such arrangements to—

- (i) a Register Agreement Payment, and
- (ii) a Health Check Completion Payment,

will be assessed in accordance with the provisions of this Section save that the Health Check Completion Payment will be calculated on the basis of the number of compliant health checks undertaken by the contractor during the period commencing on the date the contractor entered into arrangements and ending on 31st March 2011.

The PCT is not obliged to make payment in respect of any compliant health check undertaken by the contractor in respect of any patient if payment has already been made or is payable to one of the contractors whose contracts are subject to the merger in respect of a compliant health check undertaken in respect of that patient.

7JA.22. Where there is a contractual merger and the contractor under a new or varied GMS contract enters into new written arrangements before the expiry of 28 days following the date the new or varied GMS contract commenced, no separate assessment is to be made in respect of entitlement under the original GMS contracts that merged (save that where any entitlement to a Register Agreement Payment has already arisen in respect of any of the original GMS contracts, that sum remains payable to the original GMS contractors), and the entitlement of the contractor under the new or varied GMS contract to—

- (a) a Register Agreement Payment, and
- (b) a Health Check Completion Payment

will be assessed in accordance with the following provisions.

7JA.23. If all the contractors who formed the contract merger had previously agreed Health Check Learning Disabilities Registers with the PCT there is no requirement to agree a further register and no Register Agreement Payment is payable to the contractor. The original registers should be merged to create a single Health Check Learning Disabilities Register.

7JA.24. If none, or not all, of the contractors who formed the contract merger had previously agreed Health Check Learning Disabilities Registers with the PCT, a Register Agreement Payment is payable to the contractor if the contractor and the PCT agree a new combined register prior to 1st March 2011.

7JA.25. The Register Agreement Payment is—

£50.87

multiplied by

the number of patients recorded on the register

minus

a sum equivalent to any Register Agreement Payment (or payments) already paid, or payable, under this Section to any of the contractors who formed the merged contract.

7JA.26. The Register Agreement Payment falls due in accordance with the provisions of paragraph 7JA.11.

7JA.27. If a contractor and a PCT have not concluded agreement on a Health Check Learning Disabilities Register prior to 1st March 2011, no Register Agreement Payment is payable. Agreement must nevertheless be concluded in order to qualify for a Health Check Completion Payment.

7JA.28. If—

- (a) a Health Check Learning Disabilities Register has been agreed in respect of the contractor's GMS contract, and
- (b) the contractor informs the PCT in writing before the 30th April 2011, of the number of registered patients on the Health Check Learning Disabilities Register

who have received a compliant health check undertaken by the contractor under the arrangements during the financial year (which will include compliant health checks undertaken by the contractors who formed the merged contract),

the PCT must pay the contractor under the GMS contract a Health Check Completion Payment in respect of the financial year calculated in accordance with paragraph 7JA.29, and the amount so calculated falls due in accordance with the provisions of paragraph 7JA.12.

7JA.29. A Health Check Completion Payment is—

£101.74

multiplied by

the number of compliant health checks (subject to the provisions of paragraph 7JA.30) undertaken by the contractor in respect of patients recorded as being on the Health Check Learning Disabilities Register notified to the PCT in accordance with 7JA.28(b)

minus

any Register Agreement Payment paid or payable to the contractor under this Section or, where no Register Agreement Payment was paid or payable to the contractor, any Register Agreement Payment paid or payable under this Section to any of the contractors who formed the contract merger,

and if the figure resulting from this calculation is a negative sum, that sum of money is to be treated as an overpayment by the PCT and the PCT is entitled to recover that amount as an overpayment in accordance with the provisions of Section 20 of this SFE.

7JA.30. No more than one payment of £101.74 may be made to the contractor in respect of any individual patient irrespective of the number of compliant health checks undertaken by the contractor or the contractors who formed the merged contract in respect of that patient during the financial year.

Provisions relating to contractors whose practices split

7JA.31. Paragraphs 7JA.32 to 7JA.34 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.

7JA.32. Where there is a contractual split, the GMS contract that splits will be treated as having terminated on the date the contract splits and any entitlement to a Health Check Completion Payment arising under the original contract will be assessed in accordance with the provisions of this Section relating to contracts that terminate as set out in paragraphs 7JA.15 to 7JA.18.

7JA.33. Where a contractor under any new or varied GMS contract subsequently enters into arrangements in respect of a Learning Disabilities Health Check Scheme before the expiry of 28 days following the date the new or varied GMS contract commenced, the entitlement of the contractor under such arrangements to—

(a) a Register Agreement Payment, and

(b) a Health Check Completion Payment,

will be assessed in accordance with the provisions of this Section, save that the Health Check Completion Payment will be calculated on the basis of the number of compliant health checks undertaken by the contractor during the period starting on the date the new or varied GMS contract commenced and ending on 31st March 2011.

The PCT is not obliged to make payment in respect of any compliant health check undertaken in respect of any patient if payment has been already been made or is payable to

the previous contractor in respect of a compliant health check undertaken in respect of that patient during the financial year.

7JA.34. Where a contractor under any new or varied GMS contract does not enter into arrangements in respect of a Learning Disabilities Health Check Scheme before the expiry of 28 days following the date the new or varied GMS contract commenced, but subsequently enters into such arrangements, the entitlement of the contractor under such arrangements to—

- (a) a Register Agreement Payment, and
- (b) a Health Check Completion Payment,

will be assessed in accordance with the provisions of this Section, save that the Health Check Completion Payment will be calculated on the basis of the number of compliant health checks undertaken by the contractor during the period starting on the date the contractor entered into the arrangements and ending on 31st March 2011.

The PCT is not obliged to make a payment in respect of any compliant health check undertaken in respect of any patient if payment has already been made or is payable to the previous contractor in respect of a compliant health check undertaken in respect of that patient during the financial year.

Provisions relating to non-standard splits and mergers

7JA.35. Where the GMS contract of a contractor who has entered into Learning Disabilities Health Check arrangements 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 provision 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.”.

Omission of Section 7K

10. Omit Section 7K (Heart Failure Treatment Scheme for the period up to 31st March 2009) of the SFE.

Insertion of new Section 7LA.

11. After Section 7L.72 (Osteoporosis Diagnosis and Prevention Scheme for the period up to 31st March 2010) insert—

“Section 7LA. OSTEOPOROSIS DIAGNOSIS AND PREVENTION SCHEME FOR THE PERIOD 1st APRIL 2010 TO 31st MARCH 2011

7LA.1 Direction 3(1)(e) of the DES Directions requires each PCT to establish, operate and, as appropriate, revise an Osteoporosis Diagnosis and Prevention Scheme for its area. This Section applies to arrangements entered into in accordance with the Osteoporosis Diagnosis and Prevention Scheme as provided for in Directions 3(1)(e) and (2) and 8 of the DES Directions in respect of the financial year or any part of that year.

In this Section, “financial year” means the period commencing on 1st April 2010 and ending on 31st March 2011.

7LA.2. If, as part of a GMS contract—

- (a) a contractor and a PCT have agreed arrangements in respect of a Osteoporosis Diagnosis and Prevention Scheme in respect of all or any part of the financial year,
- (b) the contractor holds, and maintains up to date, a register, (referred to as a “Fragility Fracture Register”) of all female registered patients aged 65 and older with fragility fractures—
 - (i) sustained on or after 1st April 2010, or
 - (ii) where the contractor and PCT entered into arrangements in respect of an Osteoporosis Diagnosis and Prevention Scheme in accordance with the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008(a) and those arrangements are in place on 31st March 2010—
 - (aa) if the arrangements were first entered into after 31st March 2009, sustained on or after 1st April 2009, or
 - (bb) in any other case, sustained on or after 1st April 2008,
- (c) the contractor informs the PCT in writing, on or before 31st July 2011—
 - (i) the proportion of women on the Fragility Fracture Register as at 31st March 2011 who—
 - (aa) are at least 65 but not yet 75,
 - (bb) have sustained a fragility fracture during the financial year, and
 - (cc) have been referred for a DEXA(b) scan during the financial year,
 - (ii) the proportion of women on the Fragility Fracture Register as at 30th June 2011 who—
 - (aa) as at 31st March 2011 were at least 65 but not yet 75,
 - (bb) had sustained a fragility fracture during the financial year,
 - (cc) have had a diagnosis of osteoporosis confirmed by DEXA scan during the previous fifteen month period commencing on 1st April 2010, and
 - (dd) are receiving treatment with a bone-sparing agent, and
 - (iii) the proportion of women on the Fragility Fracture Register as at 31st March 2011 who—
 - (aa) are at least 75,
 - (bb) have sustained a fragility fracture during the financial year, and
 - (cc) are receiving treatment with a bone-sparing agent,

the PCT must pay the contractor under the GMS contract an Osteoporosis Diagnosis and Prevention Payment in respect of the financial year calculated in accordance with the provisions of this Section.

Calculation of Osteoporosis Diagnosis and Prevention Payments

7LA.3. Osteoporosis Diagnosis and Prevention Payments are calculated on the basis of three criteria—

- (a) Criterion 1 relates to the proportion of women patients on the Fragility Fracture Register as at 31st March 2011 who are at least 65 but not 75, who have sustained a fragility fracture during the financial year and have been referred for a DEXA scan during the financial year.

(a) The Primary Medical Services (Directed Enhanced Services) (England) Directions 2008, signed on 1st September 2008 and amended by the Primary Medical Services (Directed Enhanced Services) (England) (Amendment) Directions 2009 signed on 29th January 2009.

(b) A DEXA (dual energy x-ray absorptiometry) scan is a test that measures the density of bones and is used for the diagnosis of osteoporosis and to assess the risk of fracture.

- (b) Criterion 2 relates to the proportion of women patients on the Fragility Fracture Register as at 30th June 2011 who, as at 31st March 2011, were at least 65 but not yet 75, who had sustained a fragility fracture during the financial year, who have had a diagnosis of osteoporosis confirmed by DEXA scan during the fifteen month period ending on the 30th June 2011 and are as at that date, receiving treatment with a bone-sparing agent.
- (c) Criterion 3 relates to the proportion of women patients on the Fragility Fracture Register as at 31st March 2011 who are at least 75, who have sustained a fragility fracture during the financial year and are receiving treatment with a bone-sparing agent.

7LA.4. Payment is calculated in respect of each criterion based on the percentage of women patients on the contractor’s Fragility Fracture Register who meet that criterion, subject to an adjustment to reflect the number of women over 65 who are on the contractor’s list of registered patients compared with the average number of such women on the registered lists of contractors in England.

Calculation in respect of the financial year

7LA.5. In respect of the financial year, the Osteoporosis Diagnosis and Prevention Payment will be calculated as set out in paragraphs 7LA.6 to 7LA.27.

The total amount payable in respect of the financial year will be the sum of the amounts calculated as payable in respect each of the three criteria.

Payment in respect of criterion 1 for the financial year

7LA.6. In respect of the financial year, criterion 1 measures the proportion of women patients on the Fragility Fracture Register as at 31st March of 2011 who are at least 65 years but not yet 75 years, who have sustained a fragility fracture and been referred for a DEXA scan during the financial year.

7LA.7. The payment to be made in respect of criterion 1 will be calculated as set out in paragraphs 7LA.8 to 7LA.12.

7LA.8. An amount “A” will be ascertained. A will be ascertained from the table below in which:

- (a) the figures in the rows marked “proportion %” indicate the relevant proportion for criterion 1 that is met by the contractor, and
- (b) the amounts in the rows marked “payment” indicate the payment attributable to the relevant proportion for criterion 1 indicated immediately above that amount.

Proportion							
%	60	59	58	57	56	55	54
Payment	£199.48	£195.49	£191.51	£187.52	£183.52	£179.53	£175.54

Proportion							
%	53	52	51	50	49	48	47
Payment	£171.55	£167.57	£163.58	£159.59	£155.59	£151.60	£147.61

Proportion							
%	46	45	44	43	42	41	40
Payment	£143.63	£139.64	£135.65	£131.65	£127.66	£123.68	£119.69

7LA.9. The amount attributable to the relevant proportion for criterion 1 achieved by the contractor during the financial year is amount A.

This amount is the contractor’s “unadjusted payment level”.

7LA.10. If the relevant proportion for criterion 1 is less than 40% no payment is payable in respect of criterion 1 in respect of the financial year and no further calculation is required in respect of this criterion in respect of that year.

No entitlement arises to payment in respect of criterion 2 in respect of the financial year if the contractor is not entitled to a payment in respect of criterion 1.

If the relevant proportion for criterion for criterion 1 is 60% or more the maximum amount payable in respect of criterion 1 in respect of the financial year is £199.48.

7LA.11. Figure “B” must be ascertained. B is the total number of women aged 65 and over included in—

- (a) the contractor’s CRP as of 1st January 2011, or
- (b) where the contractor’s GMS contract commenced after 1st January 2011, the contractor’s initial CRP, or
- (c) where B must be ascertained in respect of any assessment of entitlement arising prior to 1st January 2011, the contractor’s most recent CRP.

This figure “B” will also be required for the calculations to be made in respect of criterion 2 and 3 in respect of the financial year.

7LA.12. The following calculation is carried out:

A
multiplied by
(B divided by 560)
to give C

where C is the contractor’s “adjusted payment level” and is the amount to be paid to the contractor in respect of criterion 1 for the financial year(a).

Payment in respect of criterion 2 for the financial year

7LA.13. In respect of the financial year criterion 2 measures the proportion of women patients on the Fragility Fracture Register as at 30th June 2011 who, as at 31st March 2011, were at least aged 65 years but not yet aged 75 years, who had sustained a fragility fracture during the financial year, who have had a diagnosis of osteoporosis confirmed by DEXA scan during the fifteen months period ending on 30th June 2011 and are, as at 30th June 2011, receiving treatment with a bone-sparing agent.

7LA.14. There is no entitlement to any payment in respect of this criterion in respect of the financial year if the contractor has not reached the relevant lower threshold for criterion 1 in respect of the financial year (i.e. 40%).

7LA.15. The payment to be made in respect of criterion 2 will be calculated as set out in paragraphs 7LA.16 to 7LA.20.

7LA.16. An amount (D) will be ascertained. D will be ascertained from the table below in which:

- (a) the figures in the rows marked “proportion %” indicate the relevant proportion for criterion 2 that is met by the contractor, and
- (b) the amounts in the rows marked “payment” indicate the payment attributable to the relevant proportion for criterion 2 indicated immediately above that amount.

(a) 560 is a figure that represents the average number of women aged 65 and over on GMS and PMS contractors’ lists of registered patients and is derived from the 2008 GP census. In calculating payments in accordance with this Section for the financial year it is likely that this figure will be amended to reflect the data in the 2009 GP census.

Proportion							
%	90	89	88	87	86	85	84
Payment	£199.48	£195.49	£191.51	£187.52	£183.52	£179.53	£175.54

Proportion							
%	83	82	81	80	79	78	77
Payment	£171.55	£167.57	£163.58	£159.59	£155.59	£151.60	£147.61

Proportion							
%	76	75	74	73	72	71	70
Payment	£143.63	£139.64	£135.65	£131.65	£127.66	£123.68	£119.69

7LA.17. The amount attributable to the relevant proportion for criterion 2 achieved by the contractor during the financial year is amount D. This amount is the contractor’s “unadjusted payment level”.

7LA.18. If the relevant proportion for criterion 2 is less than 70%, no payment is payable in respect of criterion 2 in respect of the financial year and no further calculation is required in respect of this criterion. If the relevant proportion for criterion 2 is 90% or more the maximum amount payable in respect of criterion 2 in respect of the financial year is £199.48.

7LA.19. A figure “B” is ascertained which, in respect of the financial year, will be the same figure as that calculated in respect of criterion 1 in accordance with paragraph 7LA.11.

7LA.20. The following calculation is carried out:

D
multiplied by
(B divided by 560)
to give E

where E is the contractor’s “adjusted payment level” and is the amount to be paid to the contractor in respect of criterion 2 for the financial year.

Payment in respect of criterion 3 for the financial year

7LA.21. In respect of the financial year criterion 3 measures the proportion of women patients on the Fragility Fracture Register as at 31st March 2011 who are at least aged 75, who have sustained a fragility fracture during the previous 12 months and are receiving treatment with a bone-sparing agent.

7LA.22. The payment to be made in respect of criterion 3 will be calculated as set out in paragraphs 7LA.23 to 7LA.27.

7LA.23. An amount (F) will be ascertained. F will be ascertained from the table below in which:

- (a) the figures in the rows marked “proportion %” indicate the relevant proportion for criterion 3 that is met by the contractor; and
- (b) the amounts in the rows marked “payment” indicate the payment attributable to the relevant proportion for criterion 3 indicated immediately above that amount.

Proportion							
%	90	89	88	87	86	85	84
Payment	£199.48	£195.49	£191.51	£187.52	£183.52	£179.53	£175.54

Proportion							
%	83	82	81	80	79	78	77
Payment	£171.55	£167.57	£163.58	£159.59	£155.59	£151.60	£147.61

Proportion							
%	76	75	74	73	72	71	70
Payment	£143.63	£139.64	£135.65	£131.65	£127.66	£123.68	£119.69

7LA.24. The amount attributable to the relevant proportion for criterion 3 achieved by the contractor during the financial year is amount F. This amount is the contractor’s “unadjusted payment level”.

7LA.25. If the relevant proportion for criterion 3 is less than 70%, no payment is payable in respect of criterion 3 in respect of the financial year and no further calculation is required in respect of this criterion.

If the relevant proportion for criterion 3 is 90% or more the maximum amount payable in respect of criterion 3 in respect of the financial year is £199.48.

7LA.26. A figure “B” is ascertained which, in respect of the financial year, will be the same figure as that calculated in respect of criterion 1 in accordance with paragraph 7LA.11.

7LA.27. The following calculation is carried out:

F
multiplied by
(B divided by 560)
to give G

where G is the contractor’s “adjusted payment level” and is the amount to be paid to the contractor in respect of criterion 3 for the financial year.

Accounting arrangements and due date for Osteoporosis Diagnosis and Prevention Payments

7LA.28. Osteoporosis Diagnosis and Prevention Payments in respect of arrangements entered into in accordance with the DES Directions are to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year.

7LA.29. The amount calculated as the Osteoporosis Diagnosis and Prevention Payment in respect of the financial year falls due on the last day of the month following the month during which the PCT receives the details of the proportion of women on the Fragility Fracture Register as required by paragraph 7LA.2(c).

7LA.30. Osteoporosis Diagnosis and Prevention 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 establish whether the contractor has fulfilled its obligation under the Osteoporosis Diagnosis and Prevention 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.

7LA.31. If the contractor breaches any of the conditions specified in Section 7LA.30, the PCT may, in appropriate circumstances withhold payment of any, or any part of, an Osteoporosis Diagnosis and Prevention Payment that is otherwise payable.

Provisions relating to contractors whose contracts terminate or who withdraw from the arrangements prior to 31st March 2011 (subject to the provisions below for terminations attributable to a practice split or merger)

7LA.32. Where a contractor and a PCT have agreed arrangements in respect of a Osteoporosis Diagnosis and Prevention Scheme in respect of the financial year and the contractor's contract subsequently terminates or the contractor withdraws from the arrangements prior to 31st March 2011, the contractor is entitled to an Osteoporosis Diagnosis and Prevention Payment calculated in accordance with the provisions of paragraph 7LA.33 to 7LA.35 (subject to the provisions at paragraphs 7LA.36 to 7LA.43 relating to terminations attributable to practice mergers or splits) and the amount so calculated falls due in accordance with the provisions of paragraph 7LA.29.

7LA.33. In order for the contractor to qualify for an Osteoporosis Diagnosis and Prevention Payment in respect of its participation in the arrangements the contractor must, before the expiry of 28 days following the termination of the contract or the withdrawal from the arrangements, provide the PCT, in writing, with the information required under paragraph 7LA.2(c)(i) to (iii), save that the information should relate to the period commencing on 1st April 2010 and ending on the last day of the contract or, where the contract remains in force but the contractor has withdrawn from the arrangements, on the last day upon which the contractor was participating in the arrangements.

Payments in respect of a contract that terminates or where arrangements cease to be provided during the financial year

7LA.34. The Osteoporosis Diagnosis and Prevention Payment payable in the event of termination of contract, or withdrawal from arrangements, prior to 31st March 2011 will be calculated as set out in paragraph 7LA.35.

Calculation of payments in respect a contract that terminates or where arrangements cease to be provided during the financial year

7LA.35. The Osteoporosis Diagnosis and Prevention Payment payable in the event of termination of contract, or withdrawal from arrangements, prior to the end of the financial year will be calculated as follows—

(a) a calculation will be made in accordance with the provisions of paragraphs 7LA.6 to 7LA.27, except that figure B, if the arrangements are not in force on 1st January 2011, is to be the contractor's most recent CRP when the arrangements under the Scheme end, and

(b) the sum so calculated will be multiplied by $W/365$.

W is—

(a) where services are provided under agreed arrangements made in accordance with the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008, those arrangements are in force on 31st March 2010, the GMS contract subsisted on 1st April 2010 and arrangements are entered into in accordance with the DES Directions, the number of days during the financial year during which the contractor provided services from 1st April 2010, or

(b) in all other cases, the number of days in the financial year during which the contractor was participating in the arrangements.

Provisions relating to contractors whose practices merge

7LA.36. Paragraphs 7LA.37 to 7LA.39 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.

7LA.37. Assessment of any entitlement to an Osteoporosis Diagnosis and Prevention Payment or Payments will depend on whether or not the contractor under a new or varied GMS contract enters into new written arrangements before the expiry of 28 days following the date on which the new or varied GMS contract commenced.

7LA.38. Where there is a contractual merger and contractor under a new or varied GMS contract does not enter into new written arrangements before the expiry of 28 days following the date the new or varied GMS contract commenced—

- (a) entitlement to any Osteoporosis Diagnosis and Prevention Payments arising under the original contracts will be assessed, on the basis that those contracts are treated as having terminated, in accordance with the provisions of this Section relating to contracts that terminate as set out in paragraphs 7LA.32 and 7LA.35; and
- (b) where the contractor under a new or varied GMS contract subsequently enters into arrangements in respect of an Osteoporosis Diagnosis and Prevention Scheme, the entitlement of the contractor under such arrangements to an Osteoporosis Diagnosis and Prevention Payment in respect of the financial year will be assessed as follows:
 - (i) a calculation will be made in accordance with the provisions of this Section, and
 - (ii) the sum so calculated will be multiplied by $V/365$, where V is the number of days during the financial year during which the contractor participated in the arrangements, to give the amount of payment to which the contractor is entitled in respect of that financial year, which will fall due in accordance with the provisions of paragraph 7LA.29.

7LA.39. Where there is contractual merger and the contractor under a new or varied GMS contract enters into new written arrangements before the expiry of 28 days following the date the new or varied GMS contract commenced, no separate assessment is made in respect of entitlement under the original GMS contracts that merged.

The entitlement of the contractor under the new or varied GMS contract to an Osteoporosis Diagnosis and Prevention Payment will be assessed in accordance with the provisions of this Section (without any pro rata apportionment) and on the basis of a Fragility Fracture Register set up and maintained, in accordance with the requirements of the Osteoporosis Diagnosis and Prevention Scheme arrangements, in respect of all relevant female registered patients.

Provisions relating to contractors whose practices split

7LA.40. Paragraphs 7LA.41 to 7LA.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.

7LA.41. Where there is a contractual split, the GMS contract that splits will be treated as having terminated on the date the contract splits and any entitlement to an Osteoporosis Diagnosis and Prevention Payment arising under the original contract will be assessed in accordance with the provisions of this Section relating to contracts that terminate as set out in paragraphs 7LA.32 to 7LA.35.

7LA.42. Where a contractor under any new or varied GMS contract subsequently enters into arrangements in respect of an Osteoporosis Diagnosis and Prevention Scheme before

the expiry of 28 days following the date the new or varied GMS contract commenced, the entitlement of the contractor under such arrangements to an Osteoporosis Diagnosis and Prevention Payment in respect of the financial year will be assessed as follows:

- (a) a calculation will be made in accordance with the provisions of this Section, and
- (b) the sum so calculated will be multiplied by $U/365$, where U is the number of days from the date the new or varied GMS contract was entered into up to 31st March 2011 (or the last day upon which the contractor participated in the arrangements, if the contract terminates earlier) to give the amount of payment to which the contractor is entitled in respect of that financial year, which will fall due in accordance with the provisions of paragraph 7LA.29.

7LA.43. Where a contractor under any new or varied GMS contract does not enter into arrangements in respect of an Osteoporosis Diagnosis and Prevention Scheme before the expiry of 28 days following the date the new or varied GMS contract commenced, but subsequently enters into such arrangements, the entitlement of the contractor under such arrangements to an Osteoporosis Diagnosis and Prevention Payment in respect of the financial year during will be assessed as follows:

- (a) a calculation will be made in accordance with the provisions of this Section, and
- (b) the sum so calculated will be multiplied by $T/365$, where T is the number of days during the financial year during which the contractor participated in the arrangements, to give the amount of payment to which the contractor is entitled to in respect of that financial year, which will fall due in accordance with the provisions of paragraph 7LA.29.

Provisions relating to non-standard splits and mergers

7LA.44. Where the GMS contract of a contractor who has entered into Osteoporosis Diagnosis and Prevention Scheme arrangements 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.”.

Amendment of Section 8

12. In Section 8.2 (Childhood Immunisations Scheme), for “direction 5(2)(a) to (g)” substitute “direction 9(2)(a) to (g)”.

Amendment to Annex A

13.—(1) Part 2 (definitions) of Annex A to the SFE is amended as follows.

(2) For the meaning given to “DES Directions”—

- (a) omit paragraph (a),
- (b) in paragraph (b), omit the “and” at the end of that paragraph,
- (c) in paragraph (c), from “Section 7K” to the end of that paragraph substitute—

“and Section 7L (osteoporosis diagnosis and prevention scheme for the period up to 31st March 2010), the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008,

(d) in Section 7GA. (extended hours access scheme), Section 7HA (alcohol related risk reduction scheme), Section 7IA. (ethnicity and first language recording scheme), Section 7JA. (learning disabilities health check scheme), Section 7LA. (osteoporosis diagnosis and prevention scheme) and Section 8 (childhood immunisation scheme), the Primary Medical Services (Directed Enhanced Services) (England) Directions 2010.”.

Amendment to Annex D

14. In Section 3 (Disease Registers) of Annex D (Quality and Outcomes Framework) to the SFE, in the Primary Prevention 1.1 Rationale part of the clinical domain relating to Cardiovascular disease for the paragraph relating to the risk equation which should not be used for people substitute—

“This risk equation should not be used for people with:

- Coronary Heart Disease or angina
- Stroke or TIA
- Peripheral vascular disease
- Family hypercholesterolemia
- Diabetes
- Chronic Kidney Disease where a patient has an eGFR value below 60”.

Amendment to Annex F

15. For Annex F (adjusted practice disease factor calculations) substitute—

“ADJUSTED PRACTICE DISEASE FACTOR CALCULATIONS

F.1. The calculation involves three steps:

- (i) the calculation of the contractor’s Raw Practice Disease Prevalences. There will be a Raw Practice Disease Prevalence in respect of each disease area (other than the area relating to palliative care) for which the contractor is seeking to obtain Achievement Points;
- (ii) making an adjustment to give an Adjusted Practice Disease Factor (APDF);
- (iii) applying the factor to the pounds per point figure for each disease area (other than the area relating to palliative care).

F.2. These three steps are explained below.

F.3. The Raw Practice Disease Prevalence is calculated by dividing the number of patients on the relevant disease register at 31st March in the financial year to which the Achievement Payment relates by the contractor’s CRP for the relevant date. For these purposes, the “relevant date” is the date in respect of which the value of the contractor’s CPI that is being used to calculate its Achievement Payment is established. Generally this is the start of the final quarter of the financial year to which the Achievement Payment relates, but see Section 6.7 (calculation of Achievement Payments).

F.4. Subject to the provisions at F.5 and F.6 relating to calculations in respect of Achievement Payments relating to financial years prior to 1st April 2010, the Adjusted Practice Disease Factor is calculated by:

(a) calculating the national range of Raw Practice Disease Prevalences in England (PCTs are to use the national range established annually through the Quality and Outcomes Framework Management and Analysis System (QMAS));

(b) re-basing the contractor figures around the new national English mean (available at the end of each month) to give the Adjusted Practice Disease Factor (APDF). For example, an APDF of 1.2 indicates a 20% greater prevalence than the mean, in the adjusted distribution. The re-basing ensures that in the period commencing on 1st April 2010 and ending on 31st March 2011 the average contractor (i.e. one with an APDF of 1.0) would receive £126.77 per point, after adjustment;

(c) thus, adjusting via the factor the contractor's average pounds per point for each disease, rather than the contractor's points score. For example, a contractor with an APDF of 1.2 for CHD in the period commencing on 1st April 2010 and ending on 31st March 2011 would receive £152.12 per point scored on the CHD indicators.

F.5. In respect of Achievement Payments relating to a financial year prior to the 1st April 2009, the Adjusted Practice Disease Factor is calculated by:

(a) calculating the national range of Raw Practice Disease Prevalences in England (PCTs are to use the national range established annually through the Quality and Outcomes Framework Management and Analysis System (QMAS)) and applying a 5% cut-off at the bottom of the range. Contractors below this will be treated as having the same prevalence as the cut-off point;

(b) once the cut-off has been applied, making a square root transformation to all the contractor prevalence figures. This means that the prevalence distribution will be compressed to a narrower range. It will prevent financial destabilisation of those with the lowest prevalence;

(c) after the transformation, re-basing the contractor figures around the new national English mean (available at the end of each month) to give the Adjusted Practice Disease Factor (APDF). For example, an APDF of 1.2 indicates a 20% greater prevalence than the mean, in the adjusted distribution. The re-basing ensures that for the period commencing on 1st April 2008 and ending on 31st March 2009, the average contractor (i.e. one with an APDF of 1.0) would receive £124.60 per point, after adjustment;

(d) thus, adjusting via the factor the contractor's average pounds per point for each disease, rather than the contractor's points score. For example, a contractor with an APDF of 1.2 for CHD in period commencing on 1st April 2008 and ending on 31st March 2009 would receive £149.52 per point scored on the CHD indicators.

F.6. In respect of Achievement Payments relating to the period commencing on 1st April 2009 and ending on 31st March 2010, the Adjusted Practice Disease Factor is calculated by:

(a) calculating the national range of Raw Practice Disease Prevalences in England (PCTs are to use the national range established annually through the Quality and Outcomes Framework Management and Analysis System (QMAS)) and applying a 5% cut-off at the bottom of the range. Contractors below this will be treated as having the same prevalence as the cut-off point;

(b) once the cut-off has been applied, re-basing the contractor figures around the new national English mean (available at the end of each month) to give the Adjusted Practice Disease Factor (APDF). For example, an APDF of 1.2 indicates a 20% greater prevalence than the mean, in the adjusted distribution. The re-basing ensures

that in the period commencing on 1st April 2009 and ending on 31st March 2010, the average contractor (i.e. one with an APDF of 1.0) would receive £126.77 per point, after adjustment;

(c) thus, adjusting via the factor the contractor's average pounds per point for each disease, rather than the contractor's points score. For example, a contractor with an APDF of 1.2 for CHD in the period commencing 1st April 2009 and ending on 31st March 2010 would receive £152.12 per point scored on the CHD indicators.

F.7. As a result of this calculation, each contractor will have a different 'pounds per point' figure for each disease area (other than the area relating to palliative care), and it will then be possible to use these figures to calculate a cash total in relation to the points scored in each disease area (other than the area relating to palliative care).

F.8.1. This national prevalence figure and range of practice prevalence will be calculated on an England-only basis.

F.8.2. Subject to paragraphs F.5 and F.6, if the contractor's GMS contract terminates before 1st January in the financial year to which the Achievement Payment relates the Adjusted Practice Disease Factor to be used in calculating the contractor's Achievement Payment should be the Adjusted Practice Disease Factor calculated for the contractor for the previous financial year.

F.8.3. Where the GMS contract terminates before 1st January in any financial year before 1st April 2009, the Adjusted Practice Disease Factor relating to any outstanding Achievement Payments on 1st April 2010 shall be calculated in accordance with paragraph F.5.

F.8.4. Where the GMS contract terminates between the period commencing on 1st April 2009 and ending on 1st January 2010, the Adjusted Practice Disease Factor relating to any outstanding Achievement Payments on 1st April 2010 shall be calculated in accordance with paragraph F.6.

F.8.5. If the contractor did not have an Adjusted Practice Disease Factor calculation for the previous financial year, then no Adjusted Practice Disease Factor should be used in calculating the contractor's Achievement Payment for that year.

F.9. If, after 31st March 2010, the contractor's GMS contract terminates on or after 1st January, but before 31st March, in the financial year to which the Achievement Payment relates the Adjusted Practice Disease Factor to be used in calculating the contractor's Achievement Payment for that year should be the Adjusted Practice Disease Factor calculated in accordance with paragraphs F1 to F4 above."

Signed by authority of the Secretary of State for Health



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

Date: 3rd March 2010

SCHEDULE

Direction 2

Amendments to the Statement of Financial Entitlements signed on 30th March 2005

The Statement of Financial Entitlements signed on 30th March 2005 has been amended by the following Directions—

- (a) The Statement of Financial Entitlements (Amendment) Directions 2005 which were signed on 8th June 2005 but which had effect as from 1st April 2005,
- (b) The Statement of Financial Entitlements (Amendment) (No 2) Directions 2005 which were signed on 12th July 2005,
- (c) The Statement of Financial Entitlements (Amendment) Directions 2006 which were signed on 31st January 2006,
- (d) The Statement of Financial Entitlements (Amendment) (No 2) Directions 2006 which were signed on 30th March 2006,
- (e) The Statement of Financial Entitlements (Amendment) (No 3) Directions 2006 which were signed on 29th June 2006,
- (f) The Statement of Financial Entitlements (Amendment) (No 4) Directions 2006 which were signed on 2nd August 2006 but which had effect as from 30 July 2006,
- (g) The Statement of Financial Entitlements (Amendment) (No 5) Directions 2006 which were signed on 25th September 2006,
- (h) The Statement of Financial Entitlements (Amendment) (No 6) Directions 2006 which were signed on 2nd November 2006 but which had effect as from 4th September 2006,
- (i) The Statement of Financial Entitlements (Amendment) Directions 2007 which were signed on 19th March 2007,
- (j) The Statement of Financial Entitlements (Amendment) (No 2) Directions 2007 which were signed on 2nd August 2007,
- (k) The Statement of Financial Entitlements (Amendment) Directions 2008 which were signed on 25th March 2008 but which came into force on 1st April 2008,
- (l) The Statement of Financial Entitlements (Amendment) (No 2) Directions 2008 which were signed on 21st April 2008 but which had effect from 1st April 2008,
- (m) The Statement of Financial Entitlements (Amendment) (No 3) Directions 2008 which were signed on 7th August 2008 but which came into force on 1st October 2008,
- (n) The Statement of Financial Entitlements (Amendment) (No 4) Directions 2008 which were signed on 1st September 2008,
- (o) The Statement of Financial Entitlements (Amendment) (No 5) Directions 2008 which were signed on 22nd October 2008 but which had effect in part from 1st April 2008 and in part from 23rd October 2008,
- (p) The Statement of Financial Entitlements (Amendment) Directions 2009 which were signed on 29th January 2009,
- (q) The Statement of Financial Entitlements (Amendment) (No 2) Directions 2009 which were signed on 23rd March 2009,

- (r) The Statement of Financial Entitlements (Amendment) (No 3) Directions 2009 which were signed on 24th March 2009,
- (s) The Statement of Financial Entitlements (Amendment (No 4) and Specification of National Minimum Percentage Uplift) Directions 2009 which were signed on which were signed on 10th June 2009 but which had effect in part from 1st April 2009 and in part from 11th June 2009,
- (t) The Statement of Financial Entitlements (Amendment) (No 5) Directions 2009 which were signed on 22nd September 2009, and
- (u) The Primary Medical Services (Directed Enhanced Services - Pandemic Influenza (H1N1) Vaccination Scheme) and Statement of Financial Entitlements (Amendment) (No 6) Directions 2009 which were signed on 29th October 2009 but which came into force on 30th October 2009.