

# **THE NATIONAL HEALTH SERVICE ACT 2006**

## **THE STATEMENT OF FINANCIAL ENTITLEMENTS (AMENDMENT) (NO 2) DIRECTIONS 2007**

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 him to be representative of persons to whose remuneration these directions relate. The Secretary of State for Health, in exercise of the powers conferred by section 87 of that Act, gives the directions set out in this instrument.

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

1.—(1) These Directions may be cited as the Statement of Financial Entitlements (Amendment) (No 2) Directions 2007.

(2) These Directions were signed on 2 August 2007 and shall come into force on 3rd August 2007.

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

### **Amendments to the SFE**

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

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

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

(a) for “**7A TOWARDS PRACTICE BASED COMMISSIONING SCHEME**” substitute “**7A TOWARDS PRACTICE BASED COMMISSIONING SCHEME FOR THE FINANCIAL YEAR 2006/2007**”;

(b) for “**7B IMPROVED ACCESS SCHEME**” substitute “**7B IMPROVED ACCESS SCHEME FOR THE FINANCIAL YEAR 2006/2007**”;

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(a) 2006 c.41.

(b) 1977 c.49; section 28T was inserted by section 175(1) of the Health and Social Care (Community Health and Standards) Act 2003 (c.43). Section 28T of the National Health Service Act 1977 was repealed by the National Health Service (Consequential Provisions) Act 2006 (c.43), section 6 and Schedule 4, with effect from 1st March 2007. For corresponding provisions, which came into force on the same date, see section 87 of the National Health Service Act 2006 (c.41).

(c) These Directions were amended by the Statement of Financial Entitlements (Amendment) Directions 2005 which were signed on 8th June 2005 but which had effect as from 1st April 2005, by the Statement of Financial Entitlements (Amendment) (No.2) Directions 2005 which were signed on 12th July 2005, by the Statement of Financial Entitlements (Amendment) Directions 2006 which were signed on 31st January 2006, by the Statement of Financial Entitlements (Amendment) (No.2) Directions 2006 which were signed on 30th March 2006, by the Statement of Financial Entitlements (Amendment) (No 3) Directions 2006 which were signed on 29th June 2006, by 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, by the Statement of Financial Entitlements (Amendment) (No 5) Directions 2006 which were signed on 25th of September 2006, by 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 and by the Statement of Financial Entitlements (Amendment) Directions 2007 which were signed on 19th March 2007.

- (c) for “7C INFORMATION MANAGEMENT AND TECHNOLOGY SCHEME” substitute “7C INFORMATION MANAGEMENT AND TECHNOLOGY SCHEME FOR THE FINANCIAL YEAR 2006/2007”;
- (d) for “7D CHOICE AND BOOKING SCHEME” substitute “7D CHOICE AND BOOKING SCHEME FOR THE FINANCIAL YEAR 2006/2007”;  
and
- (e) before Section 8 (childhood immunisations scheme), insert the following—

**“7E IMPROVED ACCESS SCHEME FOR THE FINANCIAL YEAR 2007/08**

**Improved Access Scheme (Access Plan) Initial Payment**  
**Improved Access Scheme (Survey Commitment) Initial Payment**  
**Recovery of proportion of Improved Access Scheme (Access Plan) Initial Payment**  
**Recovery of proportion of Improved Access Scheme (Survey Commitment) Initial Payment**  
**Improved Access Scheme Reward Payment**  
**48 hour target reward element**  
**Advance booking target reward element**  
**Ease of telephone access target reward element**  
**Preferred general practitioner target element**  
**Provisions relating to contractors whose contracts terminate (subject to the provisions below for terminations attributable to a practice split or merger)**  
**Provisions relating to contractors whose practices merge**  
**Provisions relating to contractors whose practices split**  
**Provisions relating to non-standard splits and mergers**

**7F CHOICE AND BOOKING SCHEME FOR THE FINANCIAL YEAR 2007/2008**

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

**Amendment of Section 2**

4. In paragraph 2.17 of Section 2 (global sum payments) after “365”, insert “(or 366 where the financial year includes 29th February)”.

## Amendment of Section 6

5. In paragraph 6.8(b) of Section 6 (achievement payments) after “365”, insert “(or 366 where the financial year includes 29th February)”.

## Amendment of Section 7A

6. In Section 7A (towards practice based commissioning)—

(a) for “**Section 7A. Towards Practice Based Commissioning Scheme**”, substitute “**Section 7A. Towards Practice Based Commissioning Scheme for the Financial Year 2006/2007**”; and

(b) for paragraph 7A.1 substitute the following—

“Direction 3(1)(a) of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2006(a) (in this section referred to as “the DES Directions”) required each PCT to establish (if it had not already done so), operate and, as appropriate, revise a Towards Practice Based Commissioning Scheme for its area. This Section 7A applies only to arrangements entered into, under a Towards Practice Based Commissioning Scheme, for the financial year 2006/2007.”.

7. In Section 7B (improved access scheme)—

(a) for “**Section 7B. Improved Access Scheme**”, substitute “**Section 7B. Improved Access Scheme for the Financial Year 2006/2007**”; and

(b) for paragraph 7B.1 substitute the following—

“Direction 3(1)(b) of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2006 (in this section referred to as “the DES Directions”) required each PCT to establish (if it had not already done so), operate and, as appropriate, revise an Improved Access Scheme for its area. This Section 7B applies only to arrangements entered into, under an Improved Access Scheme, for the financial year 2006/2007.”.

8. In Section 7C (information management and technology scheme)—

(a) for “**Section 7C. Information Management and Technology Scheme**”, substitute “**Section 7C. Information Management and Technology Scheme for the Financial Year 2006/2007**”; and

(b) for paragraph 7C.1 substitute the following—

“Direction 3(1)(c) of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2006 (in this section referred to as “the DES Directions”) required each PCT to establish (if it had not already done so), operate and, as appropriate, revise an Information Management and Technology Scheme for its area. This Section 7C applies only to arrangements entered into, under an Information Management and Technology Scheme, for the financial year 2006/2007.”.

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(a) These Directions were signed on 29th June 2006 and came into force on 1st July 2006. They were amended by the Primary Medical Services (Directed Enhanced Services) (England)(Amendment) Directions 2007 which were signed on 8th February 2007 and which came into force on 9th February 2007. They were revoked (subject to savings to the extent necessary to assess any entitlement to payment in respect of services provided during 2006/2007) with effect from 3rd August 2007 by the Primary Medical Services (Directed Enhanced Services) (England) Directions 2007 which were signed on 2nd August 2007 and which came into force on 3rd August 2007.

9. In Section 7D (choice and booking scheme)—

(a) for “**Section 7D. Choice and Booking Scheme**”, substitute “**Section 7D. Choice and Booking Scheme for the Financial Year 2006/2007**”; and

(b) for paragraph 7D.1 substitute the following—

“Direction 3(1)(d) of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2006 (in this section referred to as “the DES Directions”) required each PCT to establish (if it had not already done so), operate and, as appropriate, revise a Choice and Booking Scheme for its area. This Section 7D applies only to arrangements entered into, under a Choice and Booking Scheme, for the financial year 2006/2007.”.

### **Insertion of Sections 7E and 7F**

10. Before Section 8 (childhood immunisations scheme), insert the following Sections—

## **“Section 7E. Improved Access Scheme for the Financial Year 2007/2008**

7E.1 Direction 3(1)(a) of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2007<sup>(a)</sup> (in this section referred to as “the DES Directions”) requires each PCT to establish (if it has not already done so), operate and, as appropriate, revise an Improved Access Scheme for its area. This Section 7E applies only to arrangements entered into, under an Improved Access Scheme, for the financial year 2007/2008.

7E.2 As part of its Improved Access Scheme, a PCT must offer to each contractor in its area the opportunity to enter into arrangements in respect of the financial year 2007/2008, thereby affording the contractor a reasonable opportunity to participate in the Scheme during that financial year. However, before entering into any such arrangements, the PCT must satisfy itself of the matters set out in direction 3(2)(a) and (b) of the DES Directions.

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

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

7E.4 If, as part of a GMS contract which is in existence on 1st April 2007, a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract an Improved Access Scheme (Access Plan) Initial Payment of—

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(a) These Directions were signed on 2nd August 2007 and came into force on 3rd August 2007.

£0.35 multiplied by the contractor's CRP at 1st April 2007.

7E.5 Except as provided in paragraph 7E.6 if, as part of a GMS contract which is entered into between 2nd April 2007 and 31st January 2008, a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract an Improved Access Scheme (Access Plan) Initial Payment calculated as follows—

£0.35 multiplied by—

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

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

and multiplied (in either case) by  $X/366$  where  $X$  is the number of days left in the financial year when the contractor indicates in writing to the PCT that it wishes to participate in the Improved Access Scheme.

7E.6 If, as part of a GMS contract which is entered into between 2nd April 2007 and 31st January 2008 and which the PCT has determined, in accordance with paragraph 7E.7, relates to the opening of a genuinely new practice which has increased local primary medical services capacity ("a genuinely new contract"), a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract an Improved Access Scheme (Access Plan) Initial Payment calculated as follows—

£0.35 multiplied by—

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

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

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

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

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

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

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

- 7E.8 The Improved Access Scheme (Access Plan) Initial Payment falls due—
- (a) if the IAS Plan is agreed before 6th August 2007, on 31st August 2007; or
  - (b) if the IAS Plan is agreed on or after 6th August 2007, on the next date after the IAS Plan is agreed on which the contractor's Payable GSMP falls due.
- 7E.9 No Improved Access Scheme (Access Plan) Initial Payment is payable in respect of a GMS contract which starts on or after 1st February 2008.

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

7E.10 If, as part of a GMS contract which is in existence on 1st April 2007, a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2007/2008 and the contractor gives the PCT a written commitment to participate in and continue participation in the PCT's monthly Primary Care Access Survey at least up to 31st March 2008, the PCT must pay the contractor under its GMS contract an Improved Access Scheme (Survey Commitment) Initial Payment of—

£0.34 multiplied by the contractor's CRP as at 1st April 2007.

7E.11 Except as provided in paragraph 7E.12, if, as part of a GMS contract which is entered into between 2nd April 2007 and 31st January 2008, a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract an Improved Access Scheme (Survey Commitment) Initial Payment calculated as follows—

£0.34 multiplied by—

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

and multiplied (in either case) by  $X/366$  where  $X$  is the number of days left in the financial year when the contractor indicates in writing to the PCT that it wishes to participate in the Improved Access Scheme.

7E.12 If, as part of a GMS contract which is entered into between 2nd April 2007 and 31st January 2008 and which the PCT has determined, in accordance with paragraph 7E.13, relates to the opening of a genuinely new practice which has increased local primary medical services capacity ("a genuinely new contract"), a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract an Improved Access Scheme (Survey Commitment) Initial Payment calculated as follows—

£0.34 multiplied by—

- (a) the contractor's CRP at the start of the quarter in which the contractor provides the PCT with the appropriate written commitment; or

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

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

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

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

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

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

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

(a) if the IAS Plan is agreed before 6th August 2007, on 31st August 2007; or

(b) if the IAS Plan is agreed on or after 6th August 2007, on the next date after the IAS Plan is agreed on which the contractor's Payable GSMP falls due.

7E.15 No Improved Access Scheme (Survey Commitment) Initial Payment is payable in respect of a GMS contract which starts on or after 1st February 2008.

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

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

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

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

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

***Improved Access Scheme Reward Payment***

7E.18 If, as part of a GMS contract which is in existence on 1st April 2007, a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract an Improved Access Scheme Reward Payment which will be calculated on the basis of the national patient experience survey carried out during the final quarter of the financial year 2007/2008, as set out in paragraphs 7E.22 to 7E.26.

7E.19 Except as provided in paragraph 7E.20, if, as part of a GMS contract which is entered into between 2nd April 2007 and 31st January 2008, a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract an Improved Access Scheme Reward Payment which will be calculated, on the basis of the national patient experience survey carried out during the final quarter of the financial year 2007/2008, as set out in paragraphs 7E.22 to 7E.26 subject to a proportionate reduction. The sum payable will be the reward payment as calculated in accordance with paragraphs 7E.22 to 7E.26 multiplied by  $X/366$  where X is the number of days left in the financial year when the contractor indicated in writing to the PCT that it wished to participate in the Improved Access Scheme.

7E.20 If, as part of a GMS contract which is entered into between 2nd April 2007 and 31st January 2008 and which the PCT has determined, in accordance with paragraph 7E.21, relates to the opening of a genuinely new practice which has increased local primary medical services capacity ("a genuinely new contract"), a contractor and a PCT have agreed an IAS Plan which relates to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract an Improved Access Scheme Reward Payment which will be calculated, on the basis of the national patient experience survey carried out during the final quarter of the financial year 2007/2008, as set out in paragraphs 7E.22 to 7E.26.

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

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

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

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

***48 hour target reward element***

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

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

£0.41 multiplied by the contractor’s CRP at 1st January 2008 or, in the case of a GMS contract which is entered into after 1st January 2008, the contractor’s initial CRP.

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

(a) the figures in the rows marked “**Satisfaction**” indicate the percentage satisfaction level achieved by a contractor in the national patient experience survey in respect of the 48 hour target; and

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

<b>Satisfaction</b>	<b>&lt;19</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>
% payable	0	0	0	0	0	0	0	0	0
<b>Satisfaction</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>32</b>	<b>33</b>	<b>34</b>	<b>35</b>
% payable	0	0	0	0	0	0	0	0	0
<b>Satisfaction</b>	<b>36</b>	<b>37</b>	<b>38</b>	<b>39</b>	<b>40</b>	<b>41</b>	<b>42</b>	<b>43</b>	<b>44</b>
% payable	0	0	0	0	0	0	0	0	0
<b>Satisfaction</b>	<b>45</b>	<b>46</b>	<b>47</b>	<b>48</b>	<b>49</b>	<b>50</b>	<b>51</b>	<b>52</b>	<b>53</b>
% payable	0	0	0	0	0	50.00	51.25	52.50	53.75
<b>Satisfaction</b>	<b>54</b>	<b>55</b>	<b>56</b>	<b>57</b>	<b>58</b>	<b>59</b>	<b>60</b>	<b>61</b>	<b>62</b>
% payable	55.00	56.25	57.50	58.75	60.00	61.25	62.50	63.75	65.00
<b>Satisfaction</b>	<b>63</b>	<b>64</b>	<b>65</b>	<b>66</b>	<b>67</b>	<b>68</b>	<b>69</b>	<b>70</b>	<b>71</b>
% payable	66.25	67.50	68.75	70.00	71.25	72.50	73.75	75.00	76.25
<b>Satisfaction</b>	<b>72</b>	<b>73</b>	<b>74</b>	<b>75</b>	<b>76</b>	<b>77</b>	<b>78</b>	<b>79</b>	<b>80</b>
% payable	77.50	78.75	80.00	81.25	82.50	83.75	85.00	86.25	87.50
<b>Satisfaction</b>	<b>81</b>	<b>82</b>	<b>83</b>	<b>84</b>	<b>85</b>	<b>86</b>	<b>87</b>	<b>88</b>	<b>89</b>
% payable	88.75	90.00	91.25	92.50	93.75	95.00	96.25	97.50	98.75
<b>Satisfaction</b>	<b>90</b>	<b>91&gt;</b>							
% payable	100	100							

### **Advance booking target reward element**

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

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

£0.41 multiplied by the contractor's CRP at 1st January 2008 or, in the case of a GMS contract which is entered into after 1st January 2008, the contractor's initial CRP.

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

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

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

<b>Satisfaction</b>	<b>&lt;19</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>	<b>23</b>	<b>24</b>	<b>25</b>	<b>26</b>
% payable	0	0	0	0	0	0	0	0	0
<b>Satisfaction</b>	<b>27</b>	<b>28</b>	<b>29</b>	<b>30</b>	<b>31</b>	<b>32</b>	<b>33</b>	<b>34</b>	<b>35</b>
% payable	0	0	0	0	0	0	0	0	0
<b>Satisfaction</b>	<b>36</b>	<b>37</b>	<b>38</b>	<b>39</b>	<b>40</b>	<b>41</b>	<b>42</b>	<b>43</b>	<b>44</b>
% payable	0	0	0	0	40.00	41.20	42.40	43.60	44.80
<b>Satisfaction</b>	<b>45</b>	<b>46</b>	<b>47</b>	<b>48</b>	<b>49</b>	<b>50</b>	<b>51</b>	<b>52</b>	<b>53</b>
% payable	46.00	47.20	48.40	49.60	50.80	52.00	53.20	54.40	55.60
<b>Satisfaction</b>	<b>54</b>	<b>55</b>	<b>56</b>	<b>57</b>	<b>58</b>	<b>59</b>	<b>60</b>	<b>61</b>	<b>62</b>
% payable	56.80	58.00	59.20	60.40	61.60	62.80	64.00	65.20	66.40
<b>Satisfaction</b>	<b>63</b>	<b>64</b>	<b>65</b>	<b>66</b>	<b>67</b>	<b>68</b>	<b>69</b>	<b>70</b>	<b>71</b>
% payable	67.60	68.80	70.00	71.20	72.40	73.60	74.80	76.00	77.20
<b>Satisfaction</b>	<b>72</b>	<b>73</b>	<b>74</b>	<b>75</b>	<b>76</b>	<b>77</b>	<b>78</b>	<b>79</b>	<b>80</b>
% payable	78.40	79.60	80.80	82.00	83.20	84.40	85.60	86.80	88.00
<b>Satisfaction</b>	<b>81</b>	<b>82</b>	<b>83</b>	<b>84</b>	<b>85</b>	<b>86</b>	<b>87</b>	<b>88</b>	<b>89</b>
% payable	89.20	90.40	91.60	92.80	94.00	95.20	96.40	97.60	98.80
<b>Satisfaction</b>	<b>90</b>	<b>91&gt;</b>							
% payable	100	100							

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

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

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

£0.41 multiplied by the contractor's CRP at 1st January 2008 or, in the case of a GMS contract which is entered into after 1st January 2008, the contractor's initial CRP.

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

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

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

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

### *Preferred general practitioner target reward element*

7E.26 The preferred general practitioner target reward element is calculated as follows.

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

£0.14 multiplied by the contractor's CRP at 1st January 2008 or, in the case of a GMS contract which is entered into after 1st January 2008, the contractor's initial CRP.

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

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

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

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

7E.27 An Improved Access Scheme Reward Payment is to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year 2007/2008. This amount is to fall due—

- (a) if the organisation commissioned to undertake the national patient experience survey has provided the PCT with the results of the national patient experience survey by 29th February 2008, on 31st March 2008, and
- (b) if the organisation commissioned to undertake the national patient experience survey has not provided the PCT with the survey results by 29th February 2008, on the next date, following a period of 28 days after receipt of the national patient experience survey results by the PCT, on which the contractor’s Payable GSMP falls due.

7E.28 No Improved Access Scheme Reward Payment is payable in respect of a GMS contract which starts on or after 1st February 2008.

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

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

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

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

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

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

**Initial Payments**

7E.31 Where a contractor and a PCT have agreed an IAS Plan and the contractor's GMS contract subsequently terminates prior to 1st February 2008 and any payment has been made by the PCT in respect of either an Improved Access Scheme (Access Plan) Initial Payment or an Improved Access Scheme (Survey Commitment) Initial Payment, the PCT is entitled to recover from the contractor, in respect of both those Initial Payments, an amount which reflects on a pro rata basis, the amount of the Initial Payment that relates to the remaining portion of the financial year. Where the GMS contract terminates on or after 1st February 2008, the PCT is not entitled to recover any payment or part payment under this paragraph.

**Reward Payment**

7E.32 Where—

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

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

the contractor is entitled to payment of the Improved Access Scheme Reward Payment. The payment shall be calculated in accordance with the provisions of this Section (subject to such calculation, in the case of GMS contract which terminates prior to 1st January 2008, being made on the basis of the contractor's CRP at the start of the quarter during which the GMS contract terminates), in respect of any targets

successfully achieved and then multiplied by  $X/366$ , where  $X$  is calculated as follows—

in the case of a GMS contract that was in existence on 1st April 2007,  $X$  is the number of days in the period beginning with 1st April 2007 and ending with the date that the GMS contract terminates, and

in the case of a GMS contract which is entered into between 2nd April 2007 and 31st January 2008,  $X$  is the number of days in the period beginning with the date the contractor indicated in writing to the PCT that it wished to participate in the Improved Access Scheme and ending with the date that the GMS contract terminates.

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

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

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

#### **Initial Payments**

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

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

7E.36 If one or more of the contractors in the contractual merger have claimed in respect of either Initial Payment prior to the contractual merger, but none of the contractors in the contractual merger have received payment of such Initial Payment prior to the contractual merger, the outstanding claim or claims for an Initial Payment shall be treated as a single claim for the Initial Payment and shall be paid to the merged practice calculated on the basis of the CRP of the merged practice (without any pro rata adjustment to reflect the number of days in the financial year), provided at least one of the practices which is part of the merger had a GMS contract which was in existence on 1st April 2007. A contractor which is merged is not entitled to receive an Initial Payment if no payment is made under this paragraph to the merged practice.

#### **Reward Payments**

7E.37 Provided at least one of the practices in the contractual merger was a party to a GMS contract that was in existence on 1st April 2007, the merged contractor will be entitled to an Improved Access Scheme Reward Payment in accordance with the provisions of this Section, provided—

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

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

7E.38 If none of the practices participating in the merger was in existence on 1st April 2007, the PCT may, in consultation with the contractor or contractors concerned, pay such proportion of an Improved Access Scheme Reward Payment as, in the PCT's opinion, is reasonable in all the circumstances.

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

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

**Initial Payments**

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

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

**Reward payment**

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

7E.43 The GMS contractors that emerge from the split are entitled to a reward payment under this Section in accordance with its provisions. In the case of a GMS contract that is varied, the GMS contractor shall be treated as having commenced its contract at the point that its GMS contract is varied.

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

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

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

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

## **Section 7F. Choice and Booking Scheme for the Financial Year 2007/2008**

7F.1 Direction 3(1)(b) of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2007 (in this section referred to as "the DES Directions") requires each PCT to establish (if it has not already done so), operate and, as appropriate, revise a Choice and Booking Scheme for its area. This Section 7F applies only to arrangements entered into, under a Choice and Booking Scheme, for the financial year 2007/2008.

7F.2 As part of its Choice and Booking Scheme, a PCT must offer to each contractor in its area the opportunity to enter into arrangements in respect of the financial year 2007/2008, thereby affording the contractor a reasonable opportunity to participate in the Scheme during that financial year. However, before entering into any such arrangements, the PCT must satisfy itself of the matters set out in direction 3(2)(a) and (b) of the DES Directions.

7F.3 The arrangements that the PCT enters into, or has entered into, with a particular contractor must cover the matters set out in direction 5 of the DES Directions. In accordance with direction 5(3) of those Directions arrangements that a PCT enters into may be for—

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

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

7F.4 If, as part of a GMS contract which is in existence on 1st April 2007, a contractor and a PCT have agreed arrangements for Choice or Choice and Booking which relate to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme - Choice Initial Payment of—

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

7F.5 Except as provided in paragraph 7F.6, if, as part of a GMS contract which is entered into between 2nd April 2007 and 31st January 2008, a contractor and a PCT have agreed arrangements for Choice or Choice and Booking which relate to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme - Choice Initial Payment calculated as follows—

£0.24 multiplied by—

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

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

multiplied (in either case) by  $X/366$  where X is the number of days left in the financial year when the contractor indicates in writing to the PCT that it wishes to participate in the Choice and Booking Scheme.

7F.6 If, as part of a GMS contract which is entered into between 2nd April 2007 and 31st January 2008 and which the PCT has determined, in accordance with paragraph 7F.7, relates to the opening of a genuinely new practice which has increased local primary medical services capacity ("a genuinely new contract"), a contractor and a PCT have agreed arrangements for Choice or Choice and Booking which relate to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme - Choice Initial Payment calculated as follows—

£0.24 multiplied by—

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

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

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

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

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

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

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

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

(a) if the arrangements are agreed before 6th August 2007, on 31st August 2007; or

(b) if the arrangements are agreed on or after 6th August 2007, on the next date after the arrangements are agreed on which the contractor's Payable GSMP falls due.

7F.9 No Choice and Booking Scheme – Choice Initial Payment is payable in respect of any GMS contract which starts on or after 1st February 2008.

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

7F.10 If, as part of a GMS contract which is in existence on 1st April 2007, a contractor and a PCT have agreed arrangements for Choice or Choice and Booking which relate to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme - Choice Reward Payment if, following analysis of the national patient experience survey questionnaire, at least 60% of the contractor's patients who responded to the survey agree they were offered a choice of provider and can recall a "choice conversation". The payment is calculated as follows—

£0.24 multiplied by the contractor's CRP as at 1st January 2008.

7F.11 Except as provided for in paragraph 7F.12, if, as part of a GMS contract which is entered into between 2nd April 2007 and 31st January 2008, a contractor and a PCT have agreed arrangements for Choice or Choice and Booking which relate to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme - Choice Reward Payment if, following analysis of the national patient experience survey questionnaire, at least 60% of the contractor's patients who responded to the survey agree they were offered a choice of provider and can recall a "choice conversation". The payment is calculated as follows—

£0.24 multiplied by—

(a) the contractor's CRP as at 1st January 2008 or

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

multiplied by (in either case)  $X/366$  where  $X$  is the number of days left in the financial year when the contractor indicated in writing to the PCT that it wished to participate in the Choice and Booking Scheme.

7F.12 If, as part of a GMS contract which is entered into between 2nd April 2007 and 31st January 2008 and which the PCT has determined, in accordance with paragraph 7F.13, relates to the opening of a genuinely new practice which has increased local

primary medical services capacity (“a genuinely new contract”), a contractor and a PCT have agreed arrangements for Choice or Choice and Booking which relate to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme - Choice Reward Payment if, following analysis of the national patient experience survey questionnaire, at least 60% of the contractor’s patients who responded to the survey agree they were offered a choice of provider and can recall a “choice conversation”. The payment is calculated as follows—

£0.24 multiplied by—

- (a) the contractor’s CRP as at 1st January 2008 or
- (b) the contractor’s initial CRP if the contract starts after that date.

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

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

7F.14 A Choice and Booking Scheme - Choice Reward Payment is to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year 2007/2008. This amount is to fall due—

- (a) if the organisation commissioned to undertake the national patient experience survey has provided the PCT with the results of the national patient experience survey by 29th February 2008, on 31st March 2008, and
- (b) if the organisation commissioned to undertake the national patient experience survey has not provided the PCT with the survey results by 29th February 2008, on the next date, following a period of 28 days beginning with the date of receipt of the national patient experience survey results by the PCT, on which the contractor’s Payable GSMP falls due.

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

7F.16 No Choice and Booking Scheme – Choice Reward Payment is payable in respect of any GMS contract which starts on or after 1st February 2008.

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

7F.17 If, as part of a GMS contract which is in existence on 1st April 2007, a contractor and a PCT have agreed arrangements for Booking or Choice and Booking which relate to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme - Booking Initial Payment of—

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

7F.18 Except as provided for in paragraph 7F.19, if, as part of a GMS contract which is entered into between 2nd April 2007 and 31st January 2008, a contractor and a PCT have agreed arrangements for Booking or Choice and Booking which relate to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme – Booking Initial Payment calculated as follows—

£0.24 multiplied by—

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

multiplied (in either case) by  $X/366$  where X is the number of days left in the financial year when the contractor indicates in writing to the PCT that it wishes to participate in the Choice and Booking Scheme.

7F.19 If, as part of a GMS contract which is entered into between 2nd April 2007 and 31st January 2008 and which the PCT has determined, in accordance with paragraph 7F.20, relates to the opening of a genuinely new practice which has increased local primary medical services capacity ("a genuinely new contract"), a contractor and a PCT have agreed arrangements for Booking or Choice and Booking which relate to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme – Booking Initial Payment calculated as follows—

£0.24 multiplied by—

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

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

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

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

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

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

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

(a) if the arrangements are agreed before 6th August 2007, on 31st August 2007; or

(b) if the arrangements are agreed on or after 6th August 2007, on the next date after the arrangements are agreed on which the contractor's Payable GSMP falls due.

7F.22 No Choice and Booking Scheme – Booking Initial Payment is payable in respect of any GMS contract which starts on or after 1st February 2008.

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

7F.23 If, as part of a GMS contract which is in existence on 1st April 2007, a contractor and a PCT have agreed arrangements for Booking or Choice and Booking which relate to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme – Booking Reward Payment calculated in accordance with paragraphs 7F.27 and 7F.28.

7F.24 Except as provided in paragraph 7F.25, if, as part of a GMS contract which comes into existence between 2nd April 2007 and 31st January 2008, a contractor and a PCT have agreed arrangements for Booking or Choice and Booking which relate to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme – Booking Reward Payment calculated in accordance with paragraphs 7F.27 and 7F.28, subject to a proportionate reduction. The sum payable will be the reward payment as calculated in accordance with paragraphs 7F.27 and 7F.28, multiplied by  $A/366$  where A is the number of days left in the financial year when the contractor indicated in writing to the PCT that it wished to participate in the Choice and Booking Scheme.

7F.25 If, as part of a GMS contract which comes into existence between 2nd April 2007 and 31st January 2008 and which the PCT has determined, in accordance with paragraph 7F.26, relates to the opening of a genuinely new practice which has increased local primary medical services capacity (“a genuinely new contract”), a contractor and a PCT have agreed arrangements for Booking or Choice and Booking which relate to the financial year 2007/2008, the PCT must pay the contractor under its GMS contract a Choice and Booking Scheme – Booking Reward Payment calculated in accordance with paragraphs 7F.27 and 7F.28.

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

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

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

£0.24 multiplied by the contractor’s CRP as at 1st January 2008 or, in the case of a contract which comes into existence after 1st January 2008, the contractor’s initial CRP.

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

Y = the percentage of the total number of first consultant out patient referrals under the 2006 Act originated by the contractor which were completed using the Choose and Book system in the period from 1st September 2007 to 29th February 2008, as notified to the PCT by Connecting for Health; and

Z = the percentage of X payable.

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

7F.29 The Choice and Booking Scheme – Booking Reward Payment is to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year 2007/2008. This amount is to fall due—

- (a) if Connecting for Health has provided the PCT with data on the percentage of practice referrals made through Choose and Book by 29th February 2008, on 31st March 2008, and
- (b) if Connecting for Health has not provided the PCT with the data on the percentage of practice referrals made through Choose and Book by 29th February 2008, on the next date, following a period of 28 days beginning with the date of receipt of the data by the PCT, on which the contractor’s payable GSMP falls due.

7F.30 If less than 50% of the first consultant out-patient referrals under the 2006 Act originated by the contractor during the period from 1st September 2007 to 29th February 2008 were completed using the Choose and Book system, no Choice and Booking Scheme - Booking Reward Payment is payable and any amount paid in respect of the Choice and Booking Scheme - Booking Initial Payment shall be recoverable by the PCT.

7F.31 No Choice and Booking Scheme – Booking Reward Payment is payable in respect of any GMS contract which starts on or after 1st February 2008.

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

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

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

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

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

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

#### Initial Payments

7F.34 Where a contractor and a PCT have agreed arrangements for Choice, Booking or Choice and Booking and the contractor's GMS contract subsequently terminates prior to 1st February 2008, and any payment has been made by the PCT in respect of either the Choice and Booking Scheme – Choice Initial Payment or the Choice and Booking Scheme – Booking Initial Payment, the PCT is entitled to recover from the contractor, in respect of both those Initial Payments, an amount which reflects, on a pro rata basis, the remaining portion of the financial year. Where the GMS contract terminates on or after 1st February 2008, the PCT is not entitled to recover any money under this paragraph.

#### Reward payments

7F.35 Where a contractor and a PCT have agreed arrangements for Choice or Choice and Booking and the national patient experience survey has commenced prior to the termination of the GMS contract and includes an appropriate sample selected from the contractor's patient list, the contractor is entitled to payment of the Choice and Booking Scheme – Choice Reward Payment in respect of any targets successfully achieved. The payment shall be calculated in accordance with the provisions of this Section (subject to such calculation, in the case of a GMS contract which terminates prior to 1st January 2008, being made on the basis of the contractor's CRP at the start of the quarter during which the GMS contract terminates) and then multiplied by X/366 where X is calculated as follows—

(a) in the case of a GMS contract that was in existence on 1st April 2007, X is the number of days in the period beginning with 1st April 2007 and ending with the date that the GMS contract terminates, and

(b) in the case of a GMS contract that is entered into between 2nd April 2007 and 31st January 2008, X is the number of days in the period beginning with the date the contractor indicated in writing to the PCT that it wished to participate in the Choice and Booking Scheme and ending with the date the GMS contract terminates.

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

7F.36 Where a contractor and a PCT have agreed arrangements for Booking or Choice and Booking and the contractor's contract subsequently terminates, and there is available to the PCT information provided by Connecting for Health regarding the use by the contractor of the Choose and Book system, the contractor is entitled to payment of a Choice and Booking Scheme – Booking Reward Payment in respect of any targets successfully achieved. The payment shall be calculated in accordance with the provisions of this Section and then multiplied by X/366 where X is calculated as follows—

(a) in the case of a GMS contract that was in existence on 1st April 2007, X is the number of days in the period beginning with 1st April 2007 and ending with the date that the GMS contract terminates, and

(b) in the case of a GMS contract that is entered into between 2nd April 2007 and 31st January 2008, X is the number of days in the period beginning with the date the contractor indicated in writing to the PCT that it wished to participate in the Choice and Booking Scheme and ending with the date the GMS contract terminates.

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

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

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

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

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

7F.40 If any of the contractors in the contractual merger have claimed in respect of either Initial Payment prior to the contractual merger, but none of the contractors in the contractual merger have received payment of such Initial Payment, the outstanding claim or claims for an Initial Payment shall be treated as a single claim for the Initial Payment and shall be paid to the merged practice calculated on the basis of the CRP of the merged practice (without any pro rata adjustment to reflect the number of days in the financial year), provided at least one of the practices which was part of the merger had a GMS contract that was in existence on 1st April 2007. A contractor which is merged is not entitled to receive an Initial Payment if no payment is made under this paragraph to the merged practice.

7F.41 Provided at least one of the practices in the merger was a party to a GMS contract that was in existence on 1st April 2007, the merged contractor will be entitled to a Choice and Booking Scheme – Choice Reward Payment and a Choice and Booking Scheme – Booking Reward Payment in accordance with the provisions of this Section, provided—

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

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

7F.42 If none of the practices participating in the merger was party to a GMS contract that was in existence on 1st April 2007, the PCT may, in consultation with the contractor or contractors concerned, pay such proportion of either or both Reward Payments as, in the PCT’s opinion, is reasonable in all the circumstances.

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

7F.43 The provisions in these paragraphs 7F.44 to 7F.47 apply where a GMS contractor splits (“a contractual split”), and as a result the contractor’s patient list is

divided between two or more contractors, resulting in either new GMS contracts or varied GMS contracts or a combination of both.

#### Initial Payments

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

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

#### Reward payments

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

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

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

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

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

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

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

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

PCT, after consultation with the contractor, reflects the amount of work that has been completed.”.

### **Amendment to Section 8**

**11.** In Section 8 (Childhood Immunisations Scheme), in paragraph 8.2 (which relates to Childhood Immunisations Scheme plans), for “direction 8(2)(a) to (g)” substitute “direction 6(2)(a) to (g)”.

### **Amendment to Section 13**

**12.** In Section 13 (seniority payments)—

- (a) in paragraph 13.12(b), after “365”, in both places where it occurs, insert “(or 366 where the relevant year includes 29th February)”; and
- (b) in paragraph 13.19, after “365”, in both places where it occurs, insert “(or 366 where the relevant year includes 29th February)”.

### **Amendment to Section 15**

**13.** In paragraph 15.3 of Section 15 (returners’ scheme), after “365”, insert “(or 366 where the membership year includes 29th February)”.

### **Amendment to Section 16**

**14.** In paragraph 16.8 of Section 16 (flexible careers scheme), after “365”, insert “(or 366 where the membership year includes 29th February)”.

### **Amendments to Annex A**

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

- (a) after the definition of “the 2004/5 SFE” insert the following—
  - ““the 2006 Act” means the National Health Service Act 2006(a).”;
- (b) for the definition of “DES Directions”, substitute—
  - ““DES Directions” means—
  - (a) in Section 7A (towards practice based commissioning scheme for the financial year 2006/2007), Section 7B (improved access scheme for the financial year 2006/2007), Section 7C (information management and technology scheme for the financial year 2006/2007) and Section 7D (Choice and Booking Scheme for the financial year 2006/2007), the Primary Medical Services (Directed Enhanced Services) (England) Directions 2006, and
  - (b) in Section 7E (improved access scheme for the financial year 2007/2008) and Section 7F (Choice and Booking Scheme for the financial year 2007/2008), the Primary Medical Services (Directed Enhanced Services) (England) Directions 2007.”; and
- (c) for the definition of “IAS Plan” substitute—

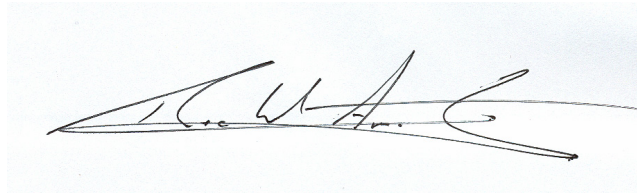
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(a) 2006 c.41.

““IAS Plan is to be construed—

- (a) in Section 7B (improved access scheme for the financial year 2006/2007) in accordance with paragraph 7B.3, and
- (b) in Section 7E (improved access scheme for the financial year 2007/2008) in accordance with paragraph 7E.3.”.

Signed by authority of the Secretary of State for Health

A handwritten signature in black ink, appearing to be 'A. W. H. C.', written over a horizontal line.

2 August 2007

A member of the Senior Civil Service  
Department of Health