

THE NATIONAL HEALTH SERVICE ACT 2006

THE STATEMENT OF FINANCIAL ENTITLEMENTS (AMENDMENT) DIRECTIONS 2009

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) Directions 2009.

(1) These Directions were signed on 29th January 2009 and shall come into force on 30th January 2009.

(2) These Directions apply in relation to England.

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 30th March 2005(c), are amended as follows.

Amendments to the Table of Contents

3. In the Table of Contents Part 3 (Directed Enhanced Services), before Section 8 (Childhood Immunisations Schemes), insert the following—

(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 Section 28T of the National Health Service Act 1977 was repealed by the National Health Service (Consequential Provisions) Act 2006 (c.43), section 6 and Schedule 4, with effect from 1st March 2007.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, by the Statement of Financial Entitlements (Amendment) Directions 2007 which were signed on 19th March 2007, by the Statement of Financial Entitlements (Amendment) (No 2) Directions 2007 which were signed on 2nd August 2007, by the Statement of Financial Entitlements (Amendment) Directions 2008 which were signed on 25th March 2008 but which came into force on 1st April 2008, by the Statement of Financial Entitlements (Amendment) (No 2) Directions 2008 which were signed on 21st April 2008 but which came into force on 1st April 2008, by the Statement of Financial Entitlements (Amendment) (No3) Directions 2008 which were signed on 7th August 2008 but which came into force on 1st October 2008, by the Statement of Financial Entitlements (Amendment) (No 4) Directions 2008 which were signed on 1st September 2008 and by 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.

“SECTION 7H ALCOHOL RELATED RISK REDUCTION SCHEME FOR THE PERIOD UP TO 31ST MARCH 2010

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 in any financial year (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

SECTION 7I – ETHNICITY AND FIRST LANGUAGE RECORDING SCHEME FOR THE PERIOD UP TO 31ST MARCH 2010

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 in any financial year (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

SECTION 7J – LEARNING DISABILITIES HEALTH CHECK SCHEME FOR THE PERIOD UP TO 31ST MARCH 2010

Learning Disabilities Health Check Scheme – Register Agreement Payments 2008/2009

Learning Disabilities Health Check Scheme – Health Check Completion Payments 2008/2009

Learning Disabilities Health Check Scheme – Register Agreement Payments 2009/2010

Learning Disabilities Health Check Scheme – Health Check Completion Payments 2009/2010

Accounting arrangements and due date 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 in any financial year (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

SECTION 7K – HEART FAILURE TREATMENT SCHEME FOR THE PERIOD UP TO 31ST MARCH 2009

Heart Failure Treatment Payments

Accounting arrangements and due date for Heart Failure Treatment Payments

Provisions relating to contractors whose contracts terminate or who withdraw from the arrangements prior to 31st March 2009 (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

SECTION 7L – OSTEOPOROSIS DIAGNOSIS AND PREVENTION SCHEME FOR THE PERIOD UP TO 31ST MARCH 2010

Osteoporosis Diagnosis and Prevention Payments 2008/2009 and 2009/2010

Calculation of Osteoporosis Diagnosis and Prevention Payments

Calculations in respect of 2008/2009

Payment in respect of criterion 1 for 2008/2009

Payment in respect of criterion 2 for 2008/2009

Payment in respect of criterion 3 for 2008/2009

Calculations in respect of 2009/2010

Payment in respect of criterion 1 for 2009/2010

Payment in respect of criterion 2 for 2009/2010

Payment in respect of criterion 3 for 2009/2010

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 in any financial year (subject to the provisions below for terminations attributable to a practice split or merger)

Payments in respect of a contract that terminates, or where arrangements cease to be provided, during the financial year 2008/2009

Payments in respect of a contract that terminates, or where arrangements cease to be provided, during the financial year 2009/2010

Provisions relating to contractors whose practices merge

Provisions relating to contractors whose practices split

Provisions relating to non-standard splits and mergers”.

Insertion of Sections 7 H to 7L

4. Before Section 8 (Childhood Immunisations Scheme), insert the Sections 7H, 7I, 7J, 7K and 7L contained in the Schedule to these Directions.

Amendment of Annex A

5. In Part 2 of Annex A (Glossary – Definitions), for the definition of “DES Directions”, substitute—

““DES Directions” means

- (a) in Section 7C (information management and technology scheme for the financial year 2006/2007), the Primary Medical Services (Directed Enhanced Services) (England) Directions 2006;
- (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) in Section 7G (extended hours access scheme for the period up to 31st March 2010), Section 7H (alcohol related risk reduction scheme for the period up to 31st March 2010), Section 7I (ethnicity and first language recording scheme for the period up to 31st March 2010), Section 7J (learning disabilities health check scheme for the period up to 31st March 2010), Section 7K (heart failure treatment scheme for the period up to 31st March 2009), Section 7L (osteoporosis diagnosis and prevention scheme for the period up to 31st March 2010), and Section 8 (childhood immunisations scheme), the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008.”.

Signed by authority of the Secretary of State for Health



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

29th January 2009

SCHEDULE

Direction 4

The Sections set out below are the Sections to be inserted in the GMS Statement of Financial Entitlements signed on 30th March 2005 before Section 8 (childhood immunisations scheme)

SECTION 7H ALCOHOL RELATED RISK REDUCTION SCHEME FOR THE PERIOD UP TO 31ST MARCH 2010

7H.1 Direction 3(1)(b) of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008(a) (in this section referred to as “the DES Directions”) requires each PCT to establish (if it had not already done so), operate and, as appropriate, revise an Alcohol Related Risk Reduction Scheme for its area. This Section 7H applies to arrangements entered into, under an Alcohol Related Risk Reduction Scheme, in respect of any part of the period up to and including 31st March 2010.

7H.2 As part of its Alcohol Related Risk Reduction Scheme, a PCT must offer to each contractor in its area the opportunity to enter into arrangements in respect of the period up to and including 31st March 2010, thereby affording the contractor a reasonable opportunity to participate in the Scheme during that period. 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.

7H.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.

Alcohol Related Risk Reduction Scheme – Payments

7H.4 If, as part of a GMS contract—

- (a) a contractor and a PCT have agreed arrangements in respect of Alcohol Related Risk Reduction in respect of all or any part of the period covering the financial years 2008/09 and 2009/10, and
- (b) the contractor provides, within the required period in respect of either such year, the statistical information required by the PCT as set out in this Section in respect of the relevant financial year,

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

(a) As amended by the Primary Medical Services (Directed Enhanced Services) (England) (Amendment) Directions 2009.

7H. 5 In order to qualify for an Alcohol Related Risk Reduction Payment in respect of any financial year in respect of which it has entered into arrangements with the PCT, the contractor must, before the expiry of 28 days following 31st March in that financial year, provide the PCT with the following information (in writing) in respect of newly registered patients screened by the contractor during that financial year and the information must reflect the position at the end of the relevant financial year—

(a) the number of newly registered patients aged 16 or 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 that 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 that financial year who then undergo a fuller assessment using the full ten-question AUDIT questionnaire to determine hazardous, harmful or likely dependent drinking;

(c) the number of newly registered patients who have been identified as drinking at hazardous or harmful levels who have during that 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 that financial year.

7H. 6 The Alcohol Related Risk Reduction Payment payable in respect of any financial year will be calculated as follows—

£2.33

multiplied by

the number of newly registered patients aged 16 or 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 that financial year.

7H.7 No more than one payment of £2.33 may be made to the contractor in respect of any individual patient under the provisions of this Section in respect of any financial year.

Accounting arrangements and due date for Alcohol Related Risk Reduction Payments

7H.8 Alcohol Related Risk Reduction Payments are to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year during which the relevant alcohol screening takes place.

7H.9 The amount calculated as the Alcohol Related Risk Reduction Payment for any financial year falls due on the last day of the month following the month during which the contractor provides the information required under paragraph 7H.5.

7H.10 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 form its opinion on whether the contractor has fulfilled its obligations 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.

7H.11 If the contractor breaches any of these 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 in any financial year (subject to the provisions below for terminations attributable to a practice split or merger)

7H.12 Where a contractor and a PCT have agreed arrangements in respect of Alcohol Related Risk Reduction in respect of any financial year and the contractor's contract subsequently terminates or the contractor withdraws from the arrangements prior to 31st March of that financial year, 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 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 7I.13.

7H.13 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 7H.5, in respect of the period starting on 1 April of that 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.

7H.14 The Alcohol Related Risk Reduction Payment payable will be calculated as follows—

£2.33

multiplied by

the number of newly registered patients aged 16 or 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 starting on 1 April of that 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.

Provisions relating to contractors whose practices merge

7H.15 Paragraphs 7H.16 to 7H.18 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.

7H.16 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.

7H.17 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 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 7H.12 to 7H.14, 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 7H.5 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.

7H.18 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 7H.5 and no payment shall be made in respect of them.

Provisions relating to contractors whose practices split

7H.19 Paragraphs 7H.20 to 7H.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 GMS contracts or varied GMS contracts or a combination of both.

7H.20 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 7H.12 to 7H.14.

7H.21 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 such new or varied GMS contracts 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.

7H.22 Where there is a contractual split and a contractor under any 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, 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 7H.5 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 7H.5 and no payment shall be made in respect of them.

7H.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 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 7H.5 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 7H.5 and no payment shall be made in respect of them.

Provisions relating to non-standard splits and mergers

7H.24 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, is reasonable in all the circumstances.

SECTION 7I – ETHNICITY AND FIRST LANGUAGE RECORDING SCHEME FOR THE PERIOD UP TO 31ST MARCH 2010

7I.1 Direction 3(1)(c) of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008(a) (in this section referred to as “the DES Directions”) requires each PCT to establish (if it had not already done so), operate and, as appropriate, revise an Ethnicity and First Language Recording Scheme for its area. This Section 7I applies to arrangements entered into, under an Ethnicity and First Language Recording Scheme, in respect of any part of the period up to and including 31st March 2010.

7I.2 As part of its Ethnicity and First Language Recording Scheme, a PCT must offer to each contractor in its area the opportunity to enter into arrangements in respect of the period up to and including 31st March 2010, thereby affording the contractor a reasonable opportunity to participate in the Scheme during that period. 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.

7I.3 The arrangements that the PCT enters into, or has entered into, with a particular contractor must cover the matters set out in direction 6 of the DES Directions.

Ethnicity and First Language Recording Scheme – Payments

7I.4 If, as part of a GMS contract—

(a) a contractor and a PCT have agreed arrangements in respect of Ethnicity and First Language Recording in respect of all or any part of the period covering the financial years 2008/2009 and 2009/2010, and

(b) the contractor provides, within the required period in respect of either such year, the statistical information required by the PCT as set out in this Section in respect of the relevant financial year,

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.

7I.5 In order for a contractor to qualify for an Ethnicity and First Language Recording Payment in respect of any 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 the expiry of 28 days following 31st March in that financial year, provide the PCT with the following information (in writing) which must reflect the position at the end of the relevant financial year—

(i) the number of its registered patients recorded against each of the NHS Data Dictionary categorisation codes for ethnic group,

(a) As amended by the Primary Medical Services (Directed Enhanced Services) (England) (Amendment) Directions 2009.

(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 sub-paragraph (a) must indicate, on analysis by the PCT, that any necessary threshold percentage relating to the recording of information has been met or exceeded.

7I.6 The necessary threshold percentages relating to the recording of information are as follows—

(a) in respect of any arrangements agreed in respect of the financial year 2008/2009, the necessary threshold percentage is met if the aggregate information provided by the contractor in accordance with the provisions of paragraph 7I.5(a) indicates that 50% or more of the contractor's registered patients (as indicated by the contractor's CRP as at 1st April 2008 or, if the contractor's GMS contract was entered into after 1st April 2008, 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, and

(b) in respect of any arrangements agreed in respect of the financial year 2009/2010, the necessary threshold percentage is met if the aggregate information provided by the contractor in accordance with the provisions of paragraph 7I.5(a) indicates that 90% or more of the contractor's registered patients (as indicated by the contractor's CRP as at 1st April 2009 or, if the contractor's GMS contract was entered into after 1st April 2009, 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

and, in either case, 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.

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

5.6p multiplied by

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

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

7I.8 Ethnicity and First Language Recording Payments are to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year during which the relevant ethnicity and first language recording takes place.

7I.9 The amount calculated as the Ethnicity and First Language Recording Payment for any financial year falls due on the last day of the month following the month during which the contractor provides the information required under paragraph 7I.5.

7I.10 Ethnicity and First Language Recording 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 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.

7I.11 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 in any financial year (subject to the provisions below for terminations attributable to a practice split or merger)

7I.12 Where a contractor and a PCT have agreed arrangements in respect of Ethnicity and First Language Recording in respect of any financial year and the

contractor's contract subsequently terminates or the contractor withdraws from the arrangements prior to 31st March of that financial year, 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 7I.13.

7I.13 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 7I.5, in respect of the period starting on 1 April of that 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 and,
- (b) the information the contractor submits in accordance with the requirement in sub-paragraph (a) must indicate, on analysis by the PCT, that any necessary threshold percentage relating to the recording of information has been met or exceeded.

7I.14 The necessary threshold percentages are those set out in section 7I.6.

7I.15 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—

5.6p multiplied by

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

Provisions relating to contractors whose practices merge

7I.16 Paragraphs 7I.17 to 7I.19 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.

7I.17 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 contact enters into new written arrangements before the expiry of 28 days following the date on which the new or varied GMS contract commenced.

7I.18 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 7I.12 to 7I.15, 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 7I.6 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 7I.7 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 Recording in respect of that financial year.

7I.19 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 7I.6 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 7I.7 will be the first CRP calculated for the contractor under the new or varied contract.

Provisions relating to contractors whose practices split

7I.20 Paragraphs 7I.21 to 7I.25 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.

7I.21 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 7I.12 to 7I.15.

7I.22 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 contracts 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.

7I.23 Where there is a contractual split and a contractor under any new or varied GMS contract enters into new written arrangements within 28 calendar 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 7I.6 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 7I.7 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” where X (calculated in accordance with paragraph 7I.24) 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 that financial year.

7I.24 The sum “X” is—

$$\begin{aligned} & A \\ & \text{multiplied by} \\ & (B \text{ divided by } C) \end{aligned}$$

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 that financial year;

(b) “B” is the number of patients registered with the contractor under the new or varied contract on 31st March of the relevant financial year (or, where the contract terminates, or the contractor withdraws from the arrangements, prior to 31st March, 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.

7I.25 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 7I.23 and 7I.24 but on the basis that the CRP to be used in the calculation to be carried out in accordance with paragraph 7I.23 will be the contractor’s CRP at the date the new arrangements are entered into.

Provisions relating to non-standard splits and mergers

7I.26 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, is reasonable in all the circumstances.

SECTION 7J – LEARNING DISABILITIES HEALTH CHECK SCHEME FOR THE PERIOD UP TO 31ST MARCH 2010

7J.1 Direction 3(1)(d) of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008(a) (in this section referred to as “the DES Directions”) requires each PCT to establish (if it had not already done so), operate and, as appropriate, revise a Learning Disabilities Health Check Scheme for its area. This Section 7J applies to arrangements entered into, under a Learning Disabilities

(a) As amended by the Primary Medical Services (Directed Enhanced Services) (England) (Amendment) Directions 2009.

Health Check Scheme, in respect of any part of the period up to and including 31st March 2010.

7J.2 As part of its Learning Disabilities Health Check Scheme, a PCT must offer to each contractor in its area the opportunity to enter into arrangements in respect of the period up to and including 31st March 2010, thereby affording the contractor a reasonable opportunity to participate in the Scheme during that period. 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.

7J.3 The arrangements that the PCT enters into, or has entered into, with a particular contractor must cover the matters set out in direction 7 of the DES Directions.

Learning Disabilities Health Check Scheme – Register Agreement Payments 2008/2009

7J.4 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 2008/2009, and

(b) the contractor and PCT agree a Health Check Learning Disabilities Register prior to 1st March 2009,

the PCT must pay the contractor under the GMS contract a Register Agreement Payment in respect of 2008/2009 calculated as follows—

£50

multiplied by

the number of patients recorded on the register.

7J.5 The following provisions apply in respect of any additions or proposed additions to a Health Check Learning Disabilities Register once it has been agreed in respect of 2008/2009—

(a) no name may be added to a Health Check Learning Disabilities Register during the months of March 2009 or March 2010 (and no entitlement to a Register Agreement Payment or to a Health Check Completion Payment arises in respect of any patients whose names are added to a Register during those months); and

(b) subject to sub-paragraph (a), a contractor may add a patient's name to a Health Check Learning Disabilities Register that has already been agreed for 2008/2009, subject to the following provisions—

(i) no entitlement arises to a Register Agreement Payment in respect of that patient and entitlement to a Health Check Completion Payment in respect of that patient will only arise if the contractor complies with all requirements of this paragraph 7J.5,

(ii) within 7 days of adding the patient's name to the Register the contractor must notify the PCT in writing of the patient's name and its reason for including that patient's name on the Register,

(iii) if requested by the PCT for further information that the PCT reasonably needs in order to assist the PCT in its consideration of whether such name should be retained on the Register, the contractor must provide such information within 7 days of the PCT request, and

(iv) if the PCT instructs the contractor in writing to remove that patient's name from the Register the contractor must remove that name and no entitlement arises to a Register Agreement Payment or to a Health Check Completion Payment in respect of that patient and 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.

7J.6 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 2008/2009 but have not concluded agreement on a Health Check Learning Disabilities Register prior to 1st March 2009, no Register Agreement Payment is payable in respect of 2008/2009. Agreement must nevertheless be concluded in order to qualify for a Health Check Completion Payment.

Learning Disabilities Health Check Scheme – Health Check Completion Payments 2008/2009

7J.7 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 2008/2009;

(b) the contractor and the PCT have agreed a Health Check Learning Disabilities Register; and

(c) the contractor informs the PCT in writing, and before the expiry of 28 days following 31st March 2009, of the number of registered patients on the Health Check Learning Disabilities Register who have received a health check undertaken by the contractor under the arrangements during the period from 1st April 2008 to 31st March 2009 and which complies with all relevant requirements set out in direction 7 of the DES Directions (hereafter referred to in this Section as a “compliant health check”)

the PCT must pay the contractor under the GMS contract a Health Check Completion Payment in respect of 2008/2009 calculated in accordance with this Section.

7J.8 A Health Check Completion Payment for 2008/2009 is—

£100

multiplied by

the number of compliant health checks (subject to the provisions of paragraph 7J.9) undertaken by the contractor in respect of patients recorded as being on the Health Check Learning Disabilities Register during the period from 1st April 2008 to 31st March 2009

minus

any Register Agreement Payment received by, or payable to, the contractor in respect of the financial year 2008/2009

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.

7J.9 The following provisions apply in respect of Health Check Completion payments in respect of 2008/2009:

(a) no more than one payment of £100 may be made to the contractor in respect of any individual patient in respect of the financial year 2008/2009 irrespective of the number of compliant health checks undertaken by the contractor in respect of that patient during the financial year 2008/2009; and

(b) no payment may be made to a contractor in respect of any individual patient where that patient was added to the Health Check Learning Disabilities Register after it had been agreed and the PCT has required the contractor to remove that name.

Learning Disabilities Health Check Scheme – Register Agreement Payments 2009/2010

7J.10 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 2009/2010;

(b) the contractor and the PCT had not previously entered into arrangements in respect of a Learning Disabilities Health Check Scheme in

respect of 2008/2009 (and consequently had not previously agreed a Health Check Learning Disabilities Register); and

(c) the contractor and PCT agree a Health Check Learning Disabilities Register prior to 1st March 2010,

the PCT must pay the contractor under the GMS contract a Register Agreement Payment in respect of 2009/2010 calculated as follows—

£50

multiplied by

the number of patients recorded on the register.

7J.11 The following provisions apply in respect of any additions or proposed additions to a Health Check Learning Disabilities Register once it has been agreed in respect of 2009/2010 (and also apply in respect of a register originally agreed in respect of 2008/2009 and which is deemed to be the agreed register for 2009/2010 in accordance with paragraph 7J.13)—

(a) no name may be added to a Health Check Learning Disabilities Register during the month of March 2010 (and no entitlement to a Register Agreement Payment or to a Health Check Completion Payment arises in respect of any patients whose names are added to a Register during that month); and

(b) subject to sub-paragraph (a), a contractor may add a patient's name to a Health Check Learning Disabilities Register that has already been agreed for 2009/2010, subject to the following provisions—

(i) no entitlement arises to a Register Agreement Payment in respect of that patient and entitlement to a Health Check Completion Payment in respect of that patient will only arise if the contractor complies with all requirements of this paragraph 7J.11,

(ii) within 7 days of adding the patient's name to the Register the contractor must notify the PCT in writing of the patient's name and its reason for including that patient's name on the Register,

(iii) if requested by the PCT for further information that the PCT reasonably needs in order to assist the PCT in its consideration of whether such name should be retained on the Register, the contractor must provide such information within 7 days of the PCT request, and

(iv) if the PCT instructs the contractor in writing to remove that patient's name from the Register the contractor must remove that name and no entitlement arises to a Register Agreement Payment or to a Health Check Completion Payment in respect of that patient and 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.

7J.12 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 2009/2010 but have not concluded agreement on a Health Check Learning Disabilities Register prior to 1st March 2010, no Register Agreement Payment is payable in respect of 2009/2010. Agreement must nevertheless be concluded in order to qualify for a Health Check Completion Payment.

7J.13 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 2009/2010 but those arrangements were first entered into during the financial year 2008/2009 and a Health Check Learning Disabilities Register was agreed in respect of those arrangements relating to 2008/2009, that register will continue to be the agreed register in respect of 2009/2010 and there is no need to agree a further register and no Register Agreement Payment is payable in respect of 2009/2010.

Learning Disabilities Health Check Scheme – Health Check Completion Payments 2009/2010

7J.14 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 2009/2010;

(b) the contractor and the PCT have agreed a Health Check Learning Disabilities Register (including any Health Check Learning Disabilities Register agreed in respect of arrangements first entered into in respect of 2008/2009); and

(c) the contractor informs the PCT in writing, before the expiry of 28 days following 31st March 2010, 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 from 1st April 2009 to 31st March 2010

the PCT must pay the contractor under the GMS contract a Health Check Completion payment calculated in accordance with this Section.

7J.15 A Health Check Completion Payment for 2009/2010 is calculated as follows—

£100

multiplied by

the number of compliant health checks (subject to the provisions of paragraph 7J.16) undertaken by the contractor in respect of patients

recorded as being on the Health Check Learning Disabilities Register during the period from 1st April 2009 to 31st March 2010

minus

any Register Agreement Payment received by, or payable to, the contractor in respect of the financial year 2009/2010

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.

7J.16 The following provisions apply in respect of Health Check Completion payments in respect of 2009/2010:

(a) no more than one payment of £100 may be made to the contractor in respect of any individual patient in respect of the financial year 2009/2010 irrespective of the number of health checks undertaken by the contractor in respect of that patient during the financial year 2009/2010; and

(b) no payment may be made to a contractor in respect of any individual patient where that patient was added to the Health Check Learning Disabilities Register after it had been agreed and the PCT has required the contractor to remove that name.

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

7J.17 Register Agreement Payments are to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year in respect of which the register is first agreed.

7J.18 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 relevant health checks takes place.

7J.19 The amount calculated as the Register Agreement Payment in respect of any financial year falls due on the last day of the month following the month during which the register was agreed.

7J.20 The amount calculated as the Health Check Completion Payment in respect of any financial year falls due on the last day of the month following the month during which the PCT receives the details of the number of registered patients on the Health Check Learning Disabilities Register who have received a compliant health check under the arrangements during the relevant financial year.

7J.21 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 form its opinion on 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.

7J.22 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 in any financial year (subject to the provisions below for terminations attributable to a practice split or merger)

7J.23 Where a contractor and a PCT have agreed arrangements in respect of a Learning Disabilities Health Check Scheme in respect of any financial year and the contractor's contract subsequently terminates or the contractor withdraws from the arrangements prior to 31st March of that financial year—

- (a) if the contractor and the PCT have not concluded agreement on a Health Check Learning Disabilities Register in respect of that financial year at the date of the contract termination, or the withdrawal from the arrangements, no Register Agreement Payment is payable in respect of that financial year, 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 7J.24 to 7J.26 (subject to the provisions at paragraphs 7J.27 to 7J.42 relating to terminations attributable to practice mergers or splits) and the amount so calculated falls due in accordance with the provisions of paragraph 7J.20.

7J.24 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 in respect of the relevant financial year, 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 starting on 1 April of that 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, terminating on the last day upon which the contractor was participating in the arrangements.

7J.25 The Health Check Completion Payment payable in the event of termination of contract, or withdrawal from arrangements, prior to the end of any financial year is—

£100

multiplied by

the number of compliant health checks (subject to the provisions of paragraph 7J.26) undertaken by the contractor in respect of patients recorded as being on the Health Check Learning Disabilities Register during the period starting on 1 April of the relevant 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, 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 respect of the relevant financial year

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.

7J.26 No more than one payment of £100 may be made to the contractor in respect of any individual patient in respect of the relevant financial year irrespective of the number of health checks undertaken by the contractor in respect of that patient during that financial year.

Provisions relating to contractors whose practices merge

7J.27 Paragraphs 7J.28 to 7J.37 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.

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

7J.29 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 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 7J.23 to 7J.26; 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 starting on the date the contractor entered into the arrangements and ending on the final day of the relevant financial year or the day the contract terminates or the arrangements cease, if earlier. Furthermore, the PCT is not obliged to make payment in respect of any health check undertaken by the contractor in respect of any patient if payment has already been made or is payable to a previous contractor in respect of a health check undertaken in respect of that patient during that financial year.

7J.30 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 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 contractor) 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.

7J.31 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.

7J.32 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 in the relevant financial year or the date the contract terminates or the contractor withdraws from the arrangements if that is prior to 1st March in the relevant financial year.

7J.33 The Register Agreement Payment is—

£50

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, in respect of that financial year to any of the original contractors.

7J.34 The Register Agreement Payment falls due in accordance with the provisions of paragraph 7J.19.

7J.35 If a contractor and a PCT have not concluded agreement on a Health Check Learning Disabilities Register prior to 1st March of that financial year, no Register Agreement Payment is payable in respect of that financial year. Agreement must nevertheless be concluded in order to qualify for a Health Check Completion Payment.

7J.36 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, and before the expiry of 28 days following 31st March of the relevant financial year (or on the date the contract terminates or the contractor withdraws from the arrangements if earlier), 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 that financial year (or during the period from 1st April of that financial year to the date the contract terminated or the contractor withdrew from the arrangements, if prior to 31st March)

the PCT must pay the contractor under the GMS contract a Health Check Completion Payment in respect of that financial year calculated in accordance with paragraph 7J.37, and the amount so calculated falls due in accordance with the provisions of paragraph 7J.20.

7J.37 A Health Check Completion Payment is—

£100

multiplied by

the number of compliant health checks (subject to the provisions of paragraph 7J.38) undertaken by the contractor in respect of patients recorded as being on the Health Check Learning Disabilities Register during the relevant financial year (or part of that financial year if the contract terminates or the contractor withdraws from the arrangements prior to 31st March)

minus

any Register Agreement Payment paid or payable to the contractor in respect of the relevant financial year or, where no Register Agreement Payment was paid or payable to the contractor, any Register Agreement Payment paid or payable 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.

7J.38 No more than one payment of £100 may be made to the contractor in respect of any individual patient in respect of the relevant financial year irrespective of the number of health checks undertaken by the contractor or any previous contractor in respect of that patient during that financial year.

Provisions relating to contractors whose practices split

7J.39 Paragraphs 7J. 40 to 7J.42 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.

7J.40 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 7J.23 to 7J.26.

7J.41 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 the final day of the relevant financial year or the day the contract terminates or the arrangements cease, if earlier. Furthermore, the PCT is not obliged to make payment in respect of any 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 health check undertaken in respect of that patient during that financial year.

7J.42 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 the final day of the relevant financial year or the day the contract terminates or the arrangements cease, if earlier. Furthermore, the PCT is not obliged to make payment in respect of any 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 health check undertaken in respect of that patient during that financial year.

Provisions relating to non-standard splits and mergers

7J.43 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 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 7K – HEART FAILURE TREATMENT SCHEME FOR THE PERIOD UP TO 31ST MARCH 2009

7K.1 Direction 3(1)(e) of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008(a) (in this section referred to as “the DES Directions”) requires each PCT to establish (if it had not already done so), operate and, as appropriate, revise a Heart Failure Treatment Scheme for its area. This Section 7K applies to arrangements entered into, under a Heart Failure Treatment Scheme, in respect of any part of the period up to and including 31st March 2009.

7K.2 As part of its Heart Failure Treatment Scheme, a PCT must offer to each contractor in its area the opportunity to enter into arrangements in respect of the period up to and including 31st March 2009, thereby affording the contractor a reasonable opportunity to participate in the Scheme during that period. 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.

7K.3 The arrangements that the PCT enters into, or has entered into, with a particular contractor must cover the matters set out in direction 8 of the DES Directions.

Heart Failure Treatment Payments

7K.4 If, as part of a GMS contract—

(a) a contractor and a PCT have agreed arrangements in respect of a Heart Failure Treatment Scheme in respect of all or any part of the financial year 2008/2009;

(b) the contractor holds, and maintains up to date, a register of registered patients diagnosed with heart failure which was set up under the Quality and Outcome Framework arrangements under the contract; and

(c) the contractor informs the PCT in writing, before the expiry of 28 days following 31st March 2009, of the number of registered patients on the register as at 31st March 2009 with a current diagnosis of heart failure due to left ventricular systolic dysfunction who are—

(i) not recorded as intolerant or having a contraindication to beta-blockers, and

(ii) who are currently being treated with a beta-blocker

the PCT must pay the contractor under the GMS contract a Heart Failure Treatment Payment in respect of 2008/2009 calculated as follows—

(a) As amended by the Primary Medical Services (Directed Enhanced Services) (England) (Amendment) Directions 2009.

£35

multiplied by

the number of registered patients on the register, as at 31st March 2009, who have a current diagnosis of heart failure due to left ventricular systolic dysfunction, who are not recorded as being intolerant or having a contraindication to beta-blockers and are being treated with a beta-blocker.

Accounting arrangements and due date for Heart Failure Treatment Payments

7K.5 Heart Failure Treatment Payments are to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year during which the treatment takes place.

7K.6 The amount calculated as the Heart Failure Treatment Payment in respect of 2008/2009 falls due on the last day of the month following the month during which the PCT received the information required under paragraph 7K.4(c)

7K.7 Heart Failure Treatment 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 Heart Failure Treatment 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.

7K.8 If the contractor breaches any of these conditions, the PCT may, in appropriate circumstances, withhold payment of any, or any part of, a Heart Failure Treatment Payment that is otherwise payable.

Provisions relating to contractors whose contracts terminate or who withdraw from the arrangements prior to 31st March 2009 (subject to the provisions below for terminations attributable to a practice split or merger)

7K.9 Where a contractor and a PCT have agreed arrangements in respect of a Heart Failure Treatment Scheme in respect of 2008/2009 and the contractor's contract subsequently terminates or the contractor withdraws from the arrangements prior to 31st March 2009, the contractor is entitled to a Heart Failure Treatment Payment calculated in accordance with the provisions of paragraphs 7K.10 and 7K.11 (subject

to the provisions at paragraphs 7K.12 to 7K.18 relating to terminations attributable to practice mergers or splits).

7K.10 In order for the contractor to qualify for a Heart Failure Treatment Payment in respect of its participation in the arrangements the following requirements must be met—

(a) the contractor must hold and have maintained up to date a register of registered patients diagnosed with heart failure which was set up under the Quality and Outcome Framework arrangements under the contract, and

(b) the contractor must inform the PCT in writing, and before the expiry of 28 days following the termination of the contract, or the withdrawal from the arrangements, of the number of registered patients on the register as at the date of termination of the contract, or the withdrawal from the arrangements, with a current diagnosis of heart failure due to left ventricular systolic dysfunction who are—

(i) not recorded as intolerant or having a contraindication to beta-blockers, and

(ii) who are currently being treated with a beta-blocker.

7K.11 The Heart Failure Treatment Payment payable in the event of termination of contract, or withdrawal from arrangements, prior to 31st March 2009 is—

£35

multiplied by

the number of registered patients on the register, as at the date of termination of the contract or the withdrawal from the arrangements, who have a current diagnosis of heart failure due to left ventricular systolic dysfunction, who are not recorded as being intolerant or having a contraindication to beta-blockers and are being treated with a beta-blocker

and payment falls due on the last day of the month following the month during which the PCT received the information required under paragraph 7K.10(b).

Provisions relating to contractors whose practices merge

7K.12 Paragraphs 7K.13 to 7K.15 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.

7K.13 Assessment of any entitlement to a Heart Failure Treatment Payment or Payments will depend on whether or not the contractor under a new or varied GMS contact enters into new written arrangements in respect of a Heart Failure Treatment Scheme before the expiry of 28 days following the date on which the new or varied GMS contract commenced.

7K.14 Where there is a contractual merger and the contractor under a new or varied GMS contract does not enter into new written arrangements in respect of a Heart Failure Treatment Scheme before the expiry of 28 days following the date the new or varied GMS contract commenced—

(a) entitlement to any Heart Failure Treatment 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 7K.9 to 7K.11, and

(b) where the contractor under a new or varied GMS contract subsequently enters into arrangements in respect of a Heart Failure Treatment Scheme, the entitlement of the contractor under such arrangements to a Heart Failure Treatment Payment will be assessed in accordance with the provisions of this Section. However, the PCT is not obliged to make payment in respect of any patient on the contractor's register if payment has already been made or is payable to a previous contractor in respect of that patient.

7K.15 Where there is a contractual merger and the contractor under a new or varied GMS contract enters into new written arrangements in respect of a Heart Failure Treatment Scheme 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 a Heart Failure Treatment Payment will be assessed in accordance with the provisions of this Section and on the basis of the register of registered patients diagnosed with heart failure set up, under the Quality and Outcomes Framework arrangements, under the new or varied GMS contract.

Provisions relating to contractors whose practices split

7K.16 Paragraphs 7K.17 and 7K.18 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.

7K.17 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 Heart Failure Treatment 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 7K.9 to 7K.11.

7K.18 Where a contractor under any new or varied GMS contract subsequently enters into arrangements in respect of a Heart Failure Treatment Scheme, the entitlement of the contractor under such arrangements to a Heart Failure Treatment Payment will be assessed in accordance with the provisions of this Section. However, the PCT is not obliged to make payment in respect of any patient on the contractor's register if payment has been already been made or is payable to a previous contractor in respect of that patient.

Provisions relating to non-standard splits and mergers

7K.19 Where the GMS contract of a contractor who has entered into Heart Failure Treatment 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, is reasonable in all the circumstances.

SECTION 7L – OSTEOPOROSIS DIAGNOSIS AND PREVENTION SCHEME FOR THE PERIOD UP TO 31ST MARCH 2010

7L.1 Direction 3(1)(f) of the Primary Medical Services (Directed Enhanced Services) (England) Directions 2008(a) (in this section referred to as “the DES Directions”) requires each PCT to establish (if it had not already done so), operate and, as appropriate, revise an Osteoporosis Diagnosis and Prevention Scheme for its area. This Section 7L applies to arrangements entered into, under an Osteoporosis Diagnosis and Prevention Scheme, in respect of any part of the period up to and including 31st March 2010.

7L.2 As part of its Osteoporosis Diagnosis and Prevention Scheme, a PCT must offer to each contractor in its area the opportunity to enter into arrangements in respect of the period up to and including 31st March 2010, thereby affording the contractor a reasonable opportunity to participate in the Scheme during that period. 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.

7L.3 The arrangements that the PCT enters into, or has entered into, with a particular contractor must cover the matters set out in direction 9 of the DES Directions.

Osteoporosis Diagnosis and Prevention Payments 2008/2009 and 2009/2010

7L.4 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 period covering the financial years 2008/2009 and 2009/2010,

(a) As amended by the Primary Medical Services (Directed Enhanced Services) (England) (Amendment) Directions 2009.

(b) the contractor holds, and maintains up to date, a register (hereafter referred to as a “Fragility Fracture Register”) of all female registered patients aged 65 and older with fragility fractures sustained on or after 1st April 2008 or, where the arrangements are first entered into after 31st March 2009, sustained on or after 1st April 2009 and ,

(c) the contractor informs the PCT in writing, on or before 31st July following the end of the financial year in respect of which the payment is being claimed of—

(i) the proportion of women on the Fragility Fracture Register as at 31st March of the relevant financial year who—

(aa) are at least 65 but not yet 75,

(bb) have sustained a fragility fracture during the previous twelve months, and

(cc) have been referred for a DEXA(a) scan during the previous 12 months;

(ii) the proportion of women on the Fragility Fracture Register as at the 30th June following the end of the relevant financial year who—

(aa) as at 31st March of the relevant financial year were at least 65 but not yet 75 ,

(bb) had sustained a fragility fracture during the relevant financial year,

(cc) have had a diagnosis of osteoporosis confirmed by DEXA scan during the previous fifteen month period commencing on 1st April of the relevant financial year, 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 of the relevant financial year who—

(aa) are at least 75,

(bb) have sustained a fragility fracture during the previous twelve months, and

(cc) are receiving treatment with a bone-sparing agent;

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

(a) 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.

Calculation of Osteoporosis Diagnosis and Prevention Payments

7L.5 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 of the relevant financial year who are at least 65 but not yet 75, who have sustained a fragility fracture during that financial year and have been referred for a DEXA scan during the previous 12 months.

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

7L.6 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.

Calculations in respect of 2008/2009

7L.7 In respect of 2008/2009 the Osteoporosis Diagnosis and Prevention Payment will be calculated as set out in paragraphs 7L.8 to 7L.29. The total amount payable in respect of 2008/09 will be the sum of the amounts calculated as payable in respect each of the three criteria.

Payment in respect of criterion 1 for 2008/2009

7L.8 In respect of 2008/2009, criterion 1 measures the proportion of women patients on the Fragility Fracture Register as at 31st March of 2009 who are at least 65 but not yet 75, who have sustained a fragility fracture during the previous 12 months and have been referred for a DEXA scan during the previous twelve months.

7L.9 The payment to be made in respect of criterion 1 will be calculated as set out in paragraphs 7L.10 to 7L.14.

7L.10 An amount (A) will be ascertained. A will be ascertained from the table below in which:

(a) the figures in the rows marked “proportion %” indicates 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 %	50	49	48	47	46	45	44
Payment	£196.07	£193.46	£190.84	£188.23	£185.61	£183.00	£180.38

Proportion %	43	42	41	40	39	38	37
Payment	£177.77	£175.16	£172.54	£169.93	£167.31	£164.70	£162.08

Proportion %	36	35	34	33	32	31	30
Payment	£159.47	£156.86	£154.24	£151.63	£149.01	£146.40	£143.78

Proportion %	29	28	27	26	25	24	23
Payment	£141.17	£138.55	£135.94	£133.33	£130.71	£128.10	£125.48

Proportion %	22	21	20
Payment	£122.87	£120.25	£117.64

7L.11 The amount attributable to the relevant proportion for criterion 1 achieved by the contractor during 2008/2009 is amount A. This amount is the contractor’s “unadjusted payment level”.

7L.12 If the relevant proportion for criterion 1 is less than 20% no payment is payable in respect of criterion 1 in respect of 2008/09 and no further calculation is required in respect of this criterion in respect of 2008/2009. Furthermore, no entitlement arises to payment in respect of criterion 2 in respect of 2008/2009. If the relevant proportion for criterion 1 is 50% or more the maximum amount payable in respect of criterion 1 in respect of 2008/2009 is £196.07.

7L.13 A figure “B” is ascertained. B is the total number of women aged 65 and over included in—

(a) the contractor’s CRP as of 1st January 2009 or,

(b) where the contractor’s GMS contract commenced after 1st January 2009, the contractor’s initial CRP, or

(c) where B must be ascertained in respect of any assessment of entitlement arising prior to 1st January 2009, the contractor's most recent CRP.

(This figure "B" will also be required for the calculations to be made in respect of criteria 2 and 3 in respect of 2008/2009.)

7L.14 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 2008/2009.

Payment in respect of criterion 2 for 2008/2009

7L.15 In respect of 2008/2009 criterion 2 measures the proportion of women patients on the Fragility Fracture Register as at 30th June 2009 who, as at 31st March 2009, were at least 65 but not yet 75, who had sustained a fragility fracture during the financial year 2008/2009, who have had a diagnosis of osteoporosis confirmed by DEXA scan during the fifteen month period ending on 30th June 2009 and are, as at 30th June 2009, receiving treatment with a bone-sparing agent.

7L.16 There is no entitlement to any payment in respect of this criterion in respect of 2008/2009 if the contractor has not reached the relevant lower threshold for criterion 1 in respect of 2008/2009 (i.e. 20%)

7L.17 The payment to be made in respect of criterion 2 will be calculated as set out in paragraphs 7L.18 to 7L.22.

7L.18 An amount (D) will be ascertained. D will be ascertained from the table below in which:

- (a) the figures in the rows marked "proportion %" indicates 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.

Proportion								
%	90	89	88	87	86	85	84	
Payment	£196.07	£192.15	£188.23	£184.31	£180.38	£176.46	£172.54	
Proportion	83	82	81	80	79	78	77	

%								
Payment	£168.62	£164.70	£160.78	£156.86	£152.93	£149.01	£145.09	
Proportion								
%	76	75	74	73	72	71	70	
Payment	£141.17	£137.25	£133.33	£129.40	£125.48	£121.56	£117.64	

7L.19 The amount attributable to the relevant proportion for criterion 2 achieved by the contractor during 2008/2009 is amount D. This amount is the contractor's "unadjusted payment level".

7L.20 If the relevant proportion for criterion 2 is less than 70% no payment is payable in respect of criterion 2 in respect of 2008/09 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 2008/2009 is £196.07.

7L.21 A figure "B" is ascertained which, in respect of 2008/2009, will be the same figure as that calculated in respect of criterion 1 in accordance with paragraph 7L.13.

7L.22 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 2008/2009.

Payment in respect of criterion 3 for 2008/2009

7L.23 In respect of 2008/2009 criterion 3 measures the proportion of women patients on the Fragility Fracture Register as at 31st March 2009 who are at least 75, who have sustained a fragility fracture during the previous 12 months and are receiving treatment with a bone-sparing agent.

7L.24 The payment to be made in respect of criterion 3 will be calculated as set out in paragraphs 7L.25 to 7L.29.

7L.25 An amount (F) will be ascertained. F will be ascertained from the table below in which:

- (a) the figures in the rows marked "proportion %" indicates 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	£196.07	£192.15	£188.23	£184.31	£180.38	£176.46	£172.54	

Proportion								
%	83	82	81	80	79	78	77	
Payment	£168.62	£164.70	£160.78	£156.86	£152.93	£149.01	£145.09	

Proportion								
%	76	75	74	73	72	71	70	
Payment	£141.17	£137.25	£133.33	£129.40	£125.48	£121.56	£117.64	

7L.26 The amount attributable to the relevant proportion for criterion 3 achieved by the contractor during 2008/2009 is amount F. This amount is the contractor’s “unadjusted payment level”.

7L.27 If the relevant proportion for criterion 3 is less than 70% no payment is payable in respect of criterion 3 in respect of 2008/09 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 2008/2009 is £196.07.

7L.28 A figure “B” is ascertained which, in respect of 2008/2009, will be the same figure as that calculated in respect of criterion 1 in accordance with paragraph 7L.13.

7L.29 The following calculation is carried out:

$$\begin{aligned}
 &F \\
 &\text{multiplied by} \\
 &\quad (\text{B divided by } 560) \\
 &\text{to give } G
 \end{aligned}$$

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 2008/2009.

Calculations in respect of 2009/2010

7L.30 In respect of 2009/2010 the Osteoporosis Diagnosis and Prevention Payment will be calculated as set out in paragraphs 7L.30 to 7L.52. The total amount payable in respect of 2009/10 will be the sum of the amounts calculated as payable in respect each of the three criteria.

Payment in respect of criterion 1 for 2009/2010

7L.31 In respect of 2009/2010, criterion 1 measures the proportion of women patients on the Fragility Fracture Register as at 31st March of 2010 who are at least 65 but not yet 75, who have sustained a fragility fracture during the previous 12 months and have been referred for a DEXA scan during the previous twelve months.

7L.32 The payment to be made in respect of criterion 1 will be calculated as set out in paragraphs 7L.33 to 7L.37.

7L.33 An amount (H) will be ascertained. H will be ascertained from the table below in which:

- (a) the figures in the rows marked “proportion %” indicates 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	£196.07	£192.15	£188.23	£184.31	£180.38	£176.46	£172.54

Proportion							
%	53	52	51	50	49	48	47
Payment	£168.62	£164.70	£160.78	£156.86	£152.93	£149.01	£145.09

Proportion							
%	46	45	44	43	42	41	40
Payment	£141.17	£137.25	£133.33	£129.40	£125.48	£121.56	£117.64

7L.34 The amount attributable to the relevant proportion for criterion 1 achieved by the contractor during 2009/2010 is amount H. This amount is the contractor’s “unadjusted payment level”.

7L.35 If the relevant proportion for criterion 1 is less than 40% no payment is payable in respect of criterion 1 in respect of 2009/10 and no further calculation is required in respect of this criterion in respect of 2009/2010. Furthermore, no entitlement arises to payment in respect of criterion 2 in respect of 2009/2010. If the relevant proportion for criterion 1 is 60% or more the maximum amount payable in respect of criterion 1 in respect of 2009/2010 is £196.07.

7L.36 A figure “J” is ascertained. J is the total number of women aged 65 and over included in—

- (a) the contractor’s CRP as of 1st January 2010 or,

(b) where the contractor's GMS contract commenced after 1st January 2010, the contractor's initial CRP, or

(c) where J must be ascertained in respect of any assessment of entitlement arising prior to 1st January 2010, the contractor's most recent CRP.

(This figure "J" will also be required for the calculations to be made in respect of criteria 2 and 3 in respect of 2009/2010.)

7L.37 The following calculation is carried out:

H

multiplied by

(J divided by 560)(a)

to give K

where K is the contractor's "adjusted payment level" and is the amount to be paid to the contractor in respect of criterion 1 for 2009/2010.

Payment in respect of criterion 2 for 2009/2010

7L.38 In respect of 2009/2010 criterion 2 measures the proportion of women patients on the Fragility Fracture Register as at 30th June 2010 who, as at 31st March 2010, were at least 65 but not yet 75, who had sustained a fragility fracture during the financial year 2009/2010, who have had a diagnosis of osteoporosis confirmed by DEXA scan during the fifteen month period ending on 30th June 2010 and are, as at 30th June 2010, receiving treatment with a bone-sparing agent.

7L.39 There is no entitlement to any payment in respect of this criterion in respect of 2009/2010 if the contractor has not reached the relevant lower threshold for criterion 1 in respect of 2009/2010 (i.e. 40%)

7L.40 The payment to be made in respect of criterion 2 will be calculated as set out in paragraphs 7L.41 to 7L.45.

7L.41 An amount (L) will be ascertained. L will be ascertained from the table below in which:

(a) the figures in the rows marked "proportion %" indicates the relevant proportion for criterion 2 that is met by the contractor; and

(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 2007 GP census. In calculating payments in accordance with this Section for 2009/10 it is likely that this figure will be amended to reflect the data in the 2008 GP census.

(b) the amounts in the rows marked “payment” indicate the payment attributable to the relevant proportion for criterion 2 indicated immediately above that amount.

Proportion								
%	90	89	88	87	86	85	84	
Payment	£196.07	£192.15	£188.23	£184.31	£180.38	£176.46	£172.54	
Proportion								
%	83	82	81	80	79	78	77	
Payment	£168.62	£164.70	£160.78	£156.86	£152.93	£149.01	£145.09	
Proportion								
%	76	75	74	73	72	71	70	
Payment	£141.17	£137.25	£133.33	£129.40	£125.48	£121.56	£117.64	

7L.42 The amount attributable to the relevant proportion for criterion 2 achieved by the contractor during 2009/2010 is amount L. This amount is the contractor’s “unadjusted payment level”.

7L.43 If the relevant proportion for criterion 2 is less than 70% no payment is payable in respect of criterion 2 in respect of 2009/10 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 2009/2010 is £196.07.

7L.44 A figure “J” is ascertained which, in respect of 2009/2010, will be the same figure as that calculated in respect of criterion 1 in accordance with paragraph 7L.36.

7L.45 The following calculation is carried out:

$$\begin{array}{l}
 L \\
 \\
 \text{multiplied by} \\
 \\
 (\text{J divided by } 560) \\
 \\
 \text{to give } M
 \end{array}$$

where M is the contractor’s “adjusted payment level” and is the amount to be paid to the contractor in respect of criterion 2 for 2009/2010.

Payment in respect of criterion 3 for 2009/2010

7L.46 In respect of 2009/2010 criterion 3 measures the proportion of women patients on the Fragility Fracture Register as at 31st March 2010 who are at least 75, who have sustained a fragility fracture during the previous 12 months and are receiving treatment with a bone-sparing agent.

7L.47 The payment to be made in respect of criterion 3 will be calculated as set out in paragraphs 7L.48 to 7L.52

7L.48 An amount (N) will be ascertained. N will be ascertained from the table below in which:

(a) the figures in the rows marked “proportion %” indicates 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	£196.07	£192.15	£188.23	£184.31	£180.38	£176.46	£172.54

Proportion							
%	83	82	81	80	79	78	77
Payment	£168.62	£164.70	£160.78	£156.86	£152.93	£149.01	£145.09

Proportion							
%	76	75	74	73	72	71	70
Payment	£141.17	£137.25	£133.33	£129.40	£125.48	£121.56	£117.64

7L.49 The amount attributable to the relevant proportion for criterion 3 achieved by the contractor during 2009/2010 is amount N. This amount is the contractor’s “unadjusted payment level”.

7L.50 If the relevant proportion for criterion 3 is less than 70% no payment is payable in respect of criterion 3 in respect of 2009/10 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 2009/2010 is £196.07.

7L.51 A figure “J” is ascertained which, in respect of 2009/2010, will be the same figure as that calculated in respect of criterion 1 in accordance with paragraph 7L.36.

7L.52 The following calculation is carried out:

N

multiplied by

(J divided by 560)

to give P

where P is the contractor’s “adjusted payment level” and is the amount to be paid to the contractor in respect of criterion 3 for 2009/2010.

Accounting arrangements and due date for Osteoporosis Diagnosis and Prevention Payments

7L.53 Osteoporosis Diagnosis and Prevention Payments are to be treated for accounting and superannuation purposes as gross income of the contractor in the financial year in respect of which the payment is assessed.

7L.54 The amount calculated as the Osteoporosis Diagnosis and Prevention Payment in respect of any 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 7L.4(c).

7L.55 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 form its opinion on whether the contractor has fulfilled its obligations 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.

7L.56 If the contractor breaches any of these conditions, 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 in any financial year (subject to the provisions below for terminations attributable to a practice split or merger)

7L.57 Where a contractor and a PCT have agreed arrangements in respect of a Osteoporosis Diagnosis and Prevention Scheme in respect of any financial year and the contractor's contract subsequently terminates or the contractor withdraws from the arrangements prior to 31st March of that financial year the contractor is entitled to an Osteoporosis Diagnosis and Prevention Payment calculated in accordance with the provisions of paragraphs 7L.58 to 7L.63 (subject to the provisions at paragraphs 7L.64 to 7L.71 relating to terminations attributable to practice mergers or splits) and the amount so calculated falls due in accordance with the provisions of paragraph 7L.54.

7L.58 In order for the contractor to qualify for a 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 7L.4(c) (i) to (iii) save that the information should relate to the period starting on 1st April of the relevant 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, terminating 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 2008/2009

7L.59 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 2008/2009 will be calculated as set out in paragraphs 7L.60 to 7L.62.

7L.60 Where the contractor's GMS contract was in existence on 1st April 2008 and the Osteoporosis Diagnosis and Prevention Scheme arrangements were entered into within 28 days of the DES Directions coming into force, the contractor's entitlement will be calculated as follows:

- (a) a calculation will be made in accordance with the provisions of paragraphs 7L.7 to 7L.29, and
- (b) the sum so calculated will be multiplied by $X/365$, where X is the number of days from 1st April up to and including the last day upon which the contractor participated in the arrangements, to give the amount of payment to which the contractor is entitled in respect of 2008/2009.

7L.61 Where the contractor's GMS contract was not in existence on 1st April 2008 and the Osteoporosis Diagnosis and Prevention Scheme arrangements were entered into within 28 days of the DES Directions coming into force, the contractor's entitlement will be calculated as follows:

- (a) a calculation will be made in accordance with the provisions of paragraphs 7L.7 to 7L.29, and
- (b) the sum so calculated will be multiplied by $Y/365$, where Y is the number of days from the date the contract was entered into up to and including the last day upon which the contractor participated in the arrangements, to give the amount of payment to which the contractor is entitled in respect of 2008/2009.

7L.62 In all other cases, the contractor's entitlement will be calculated as follows:

- (a) a calculation will be made in accordance with the provisions of paragraphs 7L.7 to 7L.29, and

(b) the sum so calculated will be multiplied by $Z/365$, where Z is the number of days during the financial year 2008/2009 during which the contractor participated in the arrangements, to give the amount of payment to which the contractor is entitled in respect of 2008/2009.

Payments in respect of a contract that terminates, or where arrangements cease to be provided, during the financial year 2009/2010

7L.63 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 2009/2010 will be calculated as follows:

(a) a calculation will be made in accordance with the provisions of paragraphs 7L.30 to 7L.52, and

(b) the sum so calculated will be multiplied by $W/365$, where W is the number of days during the financial year 2009/2010 during which the contractor participated in the arrangements, to give the amount of payment to which the contractor is entitled in respect of 2009/2010.

Provisions relating to contractors whose practices merge

7L.64 Paragraphs 7L.65 to 7L.67 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.

7L.65 Assessment of any entitlement to a Osteoporosis Diagnosis and Prevention Payment or Payments will depend on whether or not the contractor under a new or varied GMS contact enters into new written arrangements before the expiry of 28 days following the date on which the new or varied GMS contract commenced.

7L.66 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 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 7L.57 to 7L.63, 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 during which it enters into such arrangements 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 relevant 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 7L.54

and the contractor's entitlement in respect of any subsequent financial year will be assessed in accordance with the provisions of this Section.

7L.67 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 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

7L.68 Paragraphs 7L. 69 to 7L.71 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.

7L.69 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 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 7L.57 to 7L.63.

7L.70 Where a contractor under any new or varied GMS contract subsequently enters into arrangements in respect of a 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 during which it enters into such arrangements 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 of the relevant financial year (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 7L.54

and the contractor's entitlement in respect of any subsequent financial year will be assessed in accordance with the provisions of this Section.

7L.71 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 which it enters into such arrangements 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 relevant 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 7L.54

and the contractor's entitlement in respect of any subsequent financial year will be assessed in accordance with the provisions of this Section.

Provisions relating to non-standard splits and mergers

7L.72 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, is reasonable in all the circumstances.

