

## **Schedule 2 Service Specification**

### Part A - General Service Delivery Requirements

The following words shall have those meanings as described below for the purposes of this Schedule 2.

"Patients" means all those persons that are provided a service under this Agreement.

"Children" means a person who has not attained the age of 16 years;

"Frontline Staff" means any staff or other persons engaged by the Contractor that have direct contact with patients.

"BNF" means British National Formulary

## 1. Equity of Access

### 1.1. The Contractor shall:

- 1.1.1. not discriminate between Patients on the grounds of age, sex, sexuality, ethnicity, disability, or any other non-medical characteristics;
- 1.1.2. implement Royal National Institute of Blind People and Royal National Institute of Deaf People guidance as amended from time to time to ensure Patients who have relevant disabilities and/or communications difficulties are afforded appropriate access to the Services;
- 1.1.3. utilise available professional translation services, in line with commissioner specified guidelines:
  - i. as required for all non-English speaking Patients during all consultations.
  - ii. to provide appropriate translations of materials describing procedures and clinical prognosis, where it is normal procedure to provide such materials in English, for the languages recommended by the Commissioner as being the most common languages spoken by Patients who are likely to use the Services; and
- 1.1.4. take reasonable steps to proactively deliver health promotion and disease prevention activities to all Patients including those from hard-to-reach groups. The Contractor acknowledges that a hard-to-reach group shall include but not be limited to the following:
  - i. those who do not understand written or spoken English;
  - ii. those who cannot hear or see, or have other disabilities;
  - iii. working single parents;
  - iv. asylum seekers or refugees;
  - v. those who have no permanent address;
  - vi. gypsy travelers
  - vii. black or minority ethnic communities;
  - viii. adolescents;
  - ix. elderly and/or housebound people;
  - x. those who have mental illnesses;
  - xi. those who misuse alcohol or illicit drugs; and
  - xii. those who are unemployed.



1.2. The Contractor acknowledges that to improve equity of access for black and minority ethnic ("BME") Communities, it is important to collect information on ethnicity and first language due to the need to take into account culture and language in providing appropriate care packages and the need to demonstrate non-discrimination and equality of access to service provision.

The Contractor shall therefore be required to record the ethnic origin and first language of all Registered Patients.

# 2. Patient Dignity & Respect

### 2.1. The Contractor shall:

- 2.1.1. ensure that the provision of the Services and the Practice Premises protect and preserve Patient dignity, privacy and confidentiality;
- 2.1.2. allow Patients to have their personal clinical details discussed with them by a person of the same gender, where required by the Patient and if reasonably practicable;
- 2.1.3. provide a chaperone for intimate examinations if requested by the patient to preserve Patient dignity and respect cultural preferences; and
- 2.1.4. ensure that the Contractor's staff and anyone acting on behalf of the Contractor behaves professionally and with discretion towards all Patients and visitors at all times.

### 3. Informed Consent

- 3.1. The Contractor shall comply with NHS requirements in relation to obtaining informed consent from each Patient as notified to the Contractor by the Commissioner from time to time prior to commencing treatment including the following as amended from time to time:
  - 3.1.1. Department of Health Good Practice in Consent Implementation Guide: Consent to Examination or Treatment 2001;
  - 3.1.2. Health Service Circular HSC 2001/023; and
  - 3.1.3. Seeking Patients' Consent The Ethical Consideration: GMC November 1998.

## 4. Children

## 4.1. The Contractor shall:

- 4.1.1. provide the Services to Children who attend the Premises in accordance with the standards contained in the National Service Framework for Children and protocols notified to the Contractor by the Commissioner, as amended from time to time;
- 4.1.2. ensure that the health and wellbeing of all children aged 16 and under that newly register with the practice is reviewed as part of a face to face consultation with the child within 30 days of registration with the practice;
- 4.1.3. ensure that the Contractor's medical and Frontline Staff and anyone working on behalf of the Contractor are familiar with, and receive regular training in, local Child protection policies as directed by the Commissioner and as amended from time to time;
- 4.1.4. participate in any supervision, work with, and accept relevant support from a registered Children's nurse within the local health care community.
- 4.1.5. Have a named and appropriately trained lead for safeguarding children



# 5. Prescribing

- 5.1. Without prejudice to Clause 29 of this Contract (which shall prevail in case of conflict or ambiguity with this paragraph 5), the Contractor shall:
  - 5.1.1. prescribe the most clinically and cost effective medicines in accordance with national and local guidance from time to time including:
    - i. NICE guidance and Department of Health directives relating to prescribing;
    - ii. Good Prescribing Practice as defined by BNF;
    - iii. shared care protocols agreed between the Commissioner and secondary care NHS Contractors; and
    - iv. Patient Group Directions, such as emergency contraception and antibiotics;
  - 5.1.2. Meet all requirements of the prescribing or medicines management work plan agreed with the CCG.

## 6. Clinical Safety & Medical Emergencies

### 6.1. The Contractor shall:

- 6.1.1. ensure that all Contractor Staff have and maintain basic life support certification with competence in defibrillation and ensure that all the Contractor's staff comply with the UK Resuscitation Council guidelines on Basic Life Support and the Use of Automated External Defibrillators;
- 6.1.2. ensure the availability of sufficient numbers of the Contractor's staff with appropriate skill, training and competency and who are able and available to recognise, diagnose, treat and manage Patients with urgent conditions at all times when the surgery is open (please refer to clause Part B 2.1. for specified opening hours);
- 6.1.3. possess the equipment and in-date emergency drugs including oxygen to treat lifethreatening conditions such as anaphylaxis, meningococcal disease, suspected myocardial infarction, status asthmaticus and status epilepticus;
- 6.1.4. pass all life threatening conditions to the ambulance service as soon as practicable by dialing 999 and requesting the ambulance service; and
- 6.1.5. adhere to any national or local guidelines relating to clinical safety and medical emergencies in primary care as amended from time to time.

## 7. Good Clinical Practice

- 7.1. Without prejudice to Clause 50 of this Contract, the Contractor shall perform the Services in accordance with the following requirements as amended from time to time:
  - 7.1.1. Care Quality Commission Essential Standards in force from time to time during the term of this Contract or equivalent required by this or any other regulatory bodies;
  - 7.1.2. the "excellent GP" according to Good Medical Practice for General Practitioners (RCGP 2008);
  - 7.1.3. any relevant MHRA guidance, technical standards, and alert notices;
  - 7.1.4. the highest level of clinical standards that can be derived from the standards and regulations referred to in this paragraph 7.1 of Part A of Schedule 2; and
  - 7.1.5. the General Medical Council guidance on Good Medical Practice (2013).
- 7.2 The Contractor shall ensure that clinical meetings are convened for all clinicians working in the practice a minimum of once each calendar month and a record of discussions is made.



## 8. Equipment

- 8.1. The Contractor shall provide all medical and surgical equipment, medical supplies including medicines, drugs, instruments, Appliances, and materials necessary for the delivery of services under this Agreement; which shall be adequate, functional and effective.
- 8.2. The Contractor shall establish and maintain a planned maintenance programme for the equipment referred to in paragraph 8.1 above in line with the manufacturer's guidance, and make adequate contingency arrangements for emergency replacement or remedial maintenance.

### 9. Infection Control

- 9.1. Without prejudice to clause 12 of this Contract, the Contractor shall have in place arrangements that meet the standards outlined in the NICE guidelines on infection control "Prevention of healthcare associated infections in primary and community care (June 2003)", to maintain a safe, hygienic and pleasant environment at the Practice Premises, and the NHS England Standard Operating Procedure Infection Prevention & Control Audit requirements, and shall:
  - 9.1.1. use only disposable medical devices;
  - 9.1.2. make arrangements for the ordering, recording, handling, safe keeping, safe administration and disposal of medicines used in relation to the Services; and
  - 9.1.3. make arrangements to minimise the risk of infection and toxic conditions and the spread of infection between Patients and staff (including any clinical practitioners which the Contractor has asked to carry out clinical activity).

### 10. Referrals

## 10.1. The Contractor shall:

- 10.1.1. record all referrals in the patient record using the appropriate Read Codes;
- 10.1.2. monitor and minimise inappropriate referrals and hospital admissions in line with the CCG annually agreed priorities and practice specific work plan;
- 10.1.3. co-operate with and make effective use of:
  - i. 111, including making available appointment slots into which patients registered with the practice may be offered an appointment by 111;
  - ii. the community matron/case management team where available;
  - iii. relevant Community Health Services;
  - iv. Commissioner commissioned services provided outside acute hospitals, including health promotion services; and
  - v. local authority services and employment advisers where available
  - vi. West Midlands Ambulance Services
  - vii. working with other relevant organisations such as NHS England Area Team, CCGs, LMCs
- 10.1.4. co-operate with service contractors carrying out Out of Hours Services to ensure safe and seamless care for Patients, including providing information on, as a minimum, a weekly basis and, where relevant, daily to such contractors carrying out Out of Hours Services on Patients that may require their services or who have special clinical requirements;
- 10.1.5. provide complete and comprehensive information to support any referral made and comply with, where appropriate, any directions provided by the relevant CCG



concerning the format or composition of referrals including, where relevant, instruction to direct Referrals to a third party for clinic booking and/or clinical triage;

- 10.1.6. use robust clinical pathways for referral, where these are agreed with other local healthcare Contractors and/or issued by the relevant CCG;
- 10.1.7. routinely collect and assess data about the appropriateness of the Contractor's referrals, using audit and peer review to share learning;
- 10.1.8. implement national referral advice including Referral Guidelines for Suspected Cancer and NICE guidance;
- 10.1.9. ensure urgent suspected cancer referrals are faxed or sent electronically and received by the relevant trust within twenty-four (24) hours;
- 10.1.10 review referrals practice every six (6) months as a minimum to ensure it is in line with latest guidance and protocols;
- 10.1.11 develop and implement policies in relation to nurse and nurse specialist referrals where nurses have an extended role in the treatment and investigation of Patients with specified diseases; and
- 10.1.12 implement and operate Choose and Book at point of referral for services, and provide a booking facility unless this is managed by a third party under contract with the CCG. (in accordance with the NHS choice agenda).

## 11. Co-operation with Other NHS Contractors

- 11.1. The Contractor will provide an integrated and fully supported primary health care team to work in partnership with all other NHS and non-NHS healthcare contractors and stakeholders (including, but not limited to, health visitors, district nurses, social services, mental health services, acute trusts and acute trust laboratories, community health Contractors, other GP practices and healthcare Contractors and local voluntary and third sector organizations) on the same basis as the majority of other GP practices in the CCG area. This will include participating in any local collaborative models of working.
- 11.2. The Contractor shall, together with the Commissioner:
  - 11.2.1 establish good information flows to/from pathology and diagnostic Contractors and NHS and non-NHS healthcare Contractors;
  - 11.2.2 foster good working relationships and gain mutual understanding of systems, policies and procedures with key local stakeholders;
  - 11.2.3 establish a directory of information regarding local resources and foster a good understanding of the local Patient care pathways to promote effective referrals; and
  - 11.2.4 utilise specialist services (for example drug misuse, minor surgery, dermatology, NHS dentistry) from central primary care locations and other services at local locations to avoid duplication of services, promote economies of scale, and bring practices together to plan and implement common aims for the benefit of those practices and their patients.
- 11.3. The Contractor shall collaborate with the Commissioner in the following areas:
  - 11.3.1 structures to ensure that links are maintained with key individuals, departments, forums, groups and organisations within the Commissioner and local health economy, particularly with forums dealing with Patient and Public Involvement (an NHS defined term) which is an initiative to involve Patients and the public in the planning or redesign of services;



- 11.3.2 process to ensure that similar policies and protocols are implemented by all Contractors and the Commissioner (e.g. clinical policies, workforce planning including training opportunities and structured secondment programmes subject to agreement by the Commissioner and Department of Health); and
- 11.3.3 outcomes to ensure that key clinical indicators are in place to allow benchmarking with other equivalent services commissioned by the Commissioner and contribute towards the Commissioner's own performance indicators.
- 11.3.4 For the purposes of this paragraph 11.3 above, the Contractor will, if requested by the Commissioner, nominate representatives for key planning forums such as the Commissioner Local Care Network, the Commissioner's Local Delivery Plans, Health Improvement Programmes, Strategic Service Development Delivery forums and nominate representatives for the Clinical Governance Committee and local Reforming Emergency Committees and ensure that service plans link with the plans of the Commissioner and local authorities.

### 11.4 The Contractor shall:

- 11.4.1 discuss and develop policies and procedures with local CCGs to ensure there is compatibility with local policies and procedures, including clinical and non-clinical issues;
- 11.4.2 sign up to multi-agency information sharing agreements as agreed with the Commissioner.

## 12. Clinical Governance & Quality Assurance

## 12.1 The Contractor shall:

- 12.1.1 show a commitment and undertake best endeavours to achieve maximum points on the Quality and Outcomes Framework (QOF) and/or any future National Quality Framework;
- 12.1.2 show a commitment and undertake best endeavours to achieve the highest banding across the range of indicators on the NHS England Assurance Framework and/or any future quality scorecard as specified by the Commissioner by preparing and implementing suitable action plans until the standard is achieved;
- 12.1.3 comply with any NHS England West Midlands Quality Standards that may be introduced during the term of the contract, subject to the agreement of additional funding should it be reasonably required;
- 12.1.4 operate an effective, comprehensive, system of Clinical Governance with clear channels of accountability, supervision and reporting, and effective systems to reduce the risk of clinical system failure;
- 12.1.5 have robust systems of medical leadership in place and supply relevant information on the working of these systems if requested;
- 12.1.6 nominate a person who will have responsibility for ensuring the effective operation of the System of Clinical Governance and who is accountable for any activity carried out on a Patient;
- 12.1.7 continuously monitor and report on clinical performance and evaluate Serious Incidents, near misses and complaints arising from any activity including 'learning the lessons' and provide the Commissioner with the records of such to assist the Commissioner in assessing whether standards are being met;
- 12.1.8 use appropriate formal methods such as root cause analysis for Serious Incidents, near misses and complaints;
- 12.1.9 have in place a system for collecting data on Serious Incidents, near misses and complaints in a systematic and detailed manner to ascertain any lessons learnt about the quality of care and to indicate changes that might lead to future improvements.



- Furthermore, the Contractor shall have in place a system for adopting such changes into practice and processes going forward;
- 12.1.10 operate robust auditing of clinical care against clinical standards and in line with CQC essential standards, and NICE or Professional standards;
- 12.1.1. comply with the Commissioner's governance requirements and inspections and make available, on reasonable notice to the Commissioner, any and all Contractor records (including permitting the Commissioner to take copies) relating to Contractor clinical governance to enable the Commissioner to audit and verify the clinical governance standards of the Contractor;
- 12.1.2. where appropriate, fully implement any recommendations following Commissioner clinical governance inspections within three (3) months of notification by the Commissioner of the recommendations, unless specified otherwise;
- 12.1.3. provide the Commissioner with an annual report and service improvement plan on a template to be provided by the Commissioner;
- 12.1.4. participate in all quality and clinical governance initiatives agreed between the Commissioner and its other GP practices.

## 13. Complaints Procedure

The Contractor will:

- 13.1 Produce and publicise a complaints procedure that is consistent with the principles of the NHS complaints procedure. The complaints procedure must be easy to understand, accessible to patients, take account of language and communication support needs and provide for a prompt response.
- 13.2. The procedure must be reviewed annually or as required by Commissioner.
- 13.3. Ensure all complaints are monitored, audited and appropriate action is taken when required.
- 13.4. Take reasonable steps to ensure that patients are aware of:
  - 13.4.1 The complaints procedure.
  - 13.4.2 The role of the NHS England and other bodies in relation to complaints about services under the Contract, and
  - 13.4.3 The right to assistance with any complaint from independent advocacy services provided under section 19A of the Act.
- 13.5. Provide as required a summary of all complaints, to the Commissioner within a specified timescale.

## 14. Practitioner Skill Mix/Continuity

- 14.1. The Contractor shall:
  - 14.1.1. notify the Commissioner about any planned material changes to the skill mix of Clinical Staff at the GP Practice;
  - 14.1.2. keep the Commissioner informed of any changes in the permanently employed GPs or Nurse Practitioners; and
  - 14.1.3. take all reasonable steps to keep the use of locum GPs or nurses to a minimum.

## 15. Contractor Workforce: Recruitment and Competence

- 15.1. The Contractor must have a comprehensive, robust plan for recruitment, selection and employment procedures in place that are compliant with employment legislation and European directives.
- 15.2. The principle objectives of the Contractor must:



- 15.2.1. Reflect the local community and range of languages spoken to support access to services.
- 15.2.2. Meet the essential day-to-day staff leadership, management and supervisory needs of the contract during its lifetime, including during mobilisation and, if appropriate, contract termination.
- 15.2.3. Support the provision of safe, high quality clinical services.
- 15.2.4. Ensure the appropriate skill mix: the intended range and ratio of clinical and non-clinical staff to include GPs, Nurse Practitioners, Practice Nurses, Health Care Assistants and the administrative staff required to support these professionals.
- 15.2.5. Ensure that every member of the staff has a job description and appropriate contracts of employment setting out their terms and conditions, roles and obligations as well as their rights.
- 15.2.6. Ensure that, where appropriate any transference of employees to its employment must comply with TUPE regulations.
- 15.2.7. Contractors must specify arrangements to ensure that all mandatory pre-employment checks are implemented for all staff working in the organisation, including ensuring that all staff undergo appropriate DBS checks before they start employment.
- 15.2.8. Ensure, through appropriate audit, training and continuous professional development, that all staff involved in treating patients are and remain qualified and competent to do so.
- 15.2.9. Support the implementation of all relevant statutory and non-statutory NHS standards, regulations, guidelines and codes of practice.
- 15.2.10. Ensure there are systems in place to monitor that clinicians do not work excessive shifts or hours to the detriment of patient safety and their own welfare.
- 15.3 The Contractor should provide details of their staffing structure highlighting the persons that are to have responsibility for the operation of the contract.
- 15.4 The Contractor should provide details of the management structure and the escalation procedures for resolving problems. Also how during periods of annual leave or sickness or an industrial dispute the service will be delivered.
- 15.5 The Contractor must ensure:
  - 15.5.1 All Clinical Staff are registered with all appropriate regulatory bodies including without limitation the following:
    - i. For Medical Staff, the GMC.
    - ii. For Nursing Staff, the Nursing and Midwifery Council; and
    - iii. For Staff who are other Health Care Professionals (including Allied Health Professionals and Health Care Scientists (where appropriate), the Health Professions Council.
  - 15.5.2 All Non-Nursing/Medical Staff performing specialist procedures, are suitably qualified, competent and experienced and are registered in the GMC Specialist Register in respect of the specialty in which they perform specialist procedures.

# 15.5.3 All GPs are:

- i. Registered with the GMC and on the GMC GP register.
- ii. Hold appropriate certificates confirming their eligibility to work in general practice including current membership on the Medical Performers List; and
- iii. Are members of the Royal College of General Practitioners, having passed the MRGCP examination or obtained membership by Assessment of Performance.
- iv. Be fully licensed to practice.
- v. Participate in appraisal and revalidation process as appropriate.

## 15.5.4 All Nursing Staff are:



- Registered on the Nursing and Midwifery and Health Professional Council Register and, if they are to prescribe drugs and/or medicine, that the corresponding entry in the register indicates they hold a prescribing qualification;
  and
- ii. Subject to robust procedures for re-registering and monitoring subsequent reregistration for Health Care Professionals as appropriate.

## 16. Workforce Training and Development

- 16.1 The Contractor must ensure arrangements are in place to ensure that all clinical and non-clinical staff are adequately trained and are competent for their roles. This includes compliance with Statutory and Mandatory Training requirements and setting up systems for assessing clinical competence in telephone consultations and triage in particular.
- 16.2 The Contractor must have robust staff development processes in place including opportunities which will provide development for both clinical and non-clinical staff. This might include formal qualifications, short courses and on-the-job training.
- 16.3 All staff employed must receive an annual appraisal and hold a personal development plan.

## 17. Risk Management

### 17.1 The Contractor shall:

- 17.1.1 Operate mechanisms for assessing & managing clinical and general business risk including the maintenance of a suitable risk register that is reviewed, as a minimum by the business owners on a monthly basis;
- 17.1.2 prepare disaster recovery, contingency and business continuity plans that should be available for inspection by the Commissioner at any time;
- 17.1.3 keep the Commissioner fully informed about any significant risks that have been identified that could impact on the performance of the contract;
- 17.1.4 notify the Commissioner of the person responsible for risk management within the contractor's organisation.

## 18. Patient Records

- 18.1 The Contractor shall at its own cost retain and maintain all the clinical records in accordance with:
  - 18.1.1 Good Clinical Practice; and
  - 18.1.2 this Part A of Schedule 2.
  - 18.1.3 The Contractor shall at its own cost retain and maintain all the paper based clinical r records in chronological order and in a form that is capable of audit.
  - 18.2.4 The Contractor shall institute a programme of audit of individual clinicians' electronic medical records on at least an annual basis for all clinicians engaged to work at the practice on the contractor's behalf.

## 19. Contractor Records

- 19.1 The Contractor shall during the term of this Contract and for a period of six (6) years thereafter (unless specified otherwise), maintain at its own cost such records relating to the provision of the Services, the calculation of the Charges and/or the performance by the Contractor of its obligations under this Contract as the Commissioner may reasonably require in any form (the "Records"), including information relating to:
  - 19.1.1 contract management reporting;



- 19.1.2 national/data set reporting;
- 19.1.3 activity reporting as agreed, including:
- i. monthly activity reporting to the Department of Health and Commissioner;
- ii. activity reporting in support of quarterly monitoring returns to the Department of Health (as agreed and advised by the Commissioner);
- iii. requisite data for payment purposes;
- iv. KPI measures (where not covered elsewhere); and
- v. activity and outcomes data in support of service evaluation The Contractor shall, subject always to the provisions of relevant legislation and Directions including the Adhere to the Records Management: NHS Code of Practice Parts 1 & 2:
- 19.1.4 on request produce the Records for inspection by the Commissioner or, on receipt of reasonable notice, allow or procure for the Commissioner and/or its authorised representatives access to any premises where any Records are stored for the purposes of inspecting and/or taking copies of and extracts from Records free of charge and for the purposes of carrying out an audit of the Contractor's compliance with this Contract, including all activities of the Contractor, the Charges and the performance, and the security and integrity of the Contractor in providing the Services under this Contract;
- 19.1.5 preserve the integrity of the Records in the possession or control of the Contractor and Contractor Staff and all data which is used in, or generated as a result of, providing the Services;
- 19.1.6 prevent any corruption or loss of the Records, including keeping a back-up copy; and
- 19.1.7 provide any assistance reasonably requested by the Commissioner in order to interpret or understand any Records.
- 19.2 The Contractor shall ensure that during any Records inspection the Commissioner and/or its authorised representatives receive all reasonable assistance and access to all relevant Contractor staff, premises, systems, data and other information and records relating to this Contract (whether manual or electronic).



### Part B - Services

## 1. Services To Be Provided By The Contractor

The Contractor shall provide:

- 1.1 GP led primary medical care services as set out in this Schedule 2 Part B to patients residing in the Practice Registration Area and Outer Boundary Area, and/ or patients registered with the practice as temporary patients
- the Services in accordance with the requirements set out in this Schedule 2 Part A to those standards set out in the Key Performance Indicators set out in Schedule 6

### 2. Access To Services

### **Opening hours**

2.1 The Practice shall be open and Reception Services as defined below provided at all times during APMS Core Hours. APMS Core Hours are defined as:

Monday	8am-6.30pm
Tuesday	8am-6.30pm
Wednesday	8am-6.30pm
Thursday	8am-6.30pm
Friday	8am-6.30pm
Saturday	-
Sunday	-

2.2 This is the minimum requirement and there is nothing in this Agreement that prohibits the c contractor from opening and providing Reception Services outside of APMS Core Hours.

# **Provision of Reception Services**

- 2.3 The Contractor must provide full reception services at the Practice Premises throughout the APMS Core Hours.
- 2.4 Reception services will include but not be limited to:
  - 2.4.1 Answering the telephone by a practice staff member;
  - 2.4.2 Free access to the premises without the need to be physically admitted;
  - 2.4.3 Booking and cancelling of appointments:
  - 2.4.4 Answering and co-ordinating Patient queries and requests;
  - 2.4.5 Signposting Patients to services.

## **Registration Policy**

- 2.5 The Contractor shall adhere to the relevant Regulations pertinent to Registration and deregistration of patients.
- 2.6 The Provider shall continue to treat any registered patient that is admitted to a nursing/residential home of short term care and will routinely accept any patient admitted



- to a nursing home/residential home if requested to do so by the patient or carer where the address is situated within the practice area.
- 2.7 The Provider shall make services available to vulnerable groups i.e. migrants, asylum seeker and the homeless, and shall ensure that requests for patient registration be dealt with on an individual basis and acknowledge that refusal to accept must be based on non-discriminatory grounds.

## **Appointments**

- 2.6 The Contractor shall offer a full range of consultation methods according to clinical need and patient preference including, but not limited to, telephone, e-mail, Skype and face to face consultation at the GP Practice.
- 2.7 The Contractor shall undertake continuous assessment of its appointment system and access, monitoring demand and supply and taking action to address gaps in provision.

## **Booking An Appointment**

- 2.8 The Contractor shall ensure that, upon contacting the practice during APMS Core Hours in person or by telephone:
  - 2.8.1 Patients should be required to only make one call in order to make an appointment and not be asked to call back;
  - 2.8.2 Patients are able to book an appointment with an appropriate Health Care Professional within twenty-four (48) hours and a GP within forty-eight (72) hours of contacting the practice;
  - 2.8.3 Patients are able to book an appointment with the GP or other Health Care Professional of their choice within 6 working days of contacting the practice;
  - 2.8.4 Patients are able to book an appointment with the GP or other appropriate Health Care Professional of their choice at the practice up to and including four (4) weeks in advance as a minimum;
  - 2.8.5 If clinically urgent, a patient is able to book an urgent appointment on the same day.

## **Availability of Appointments**

- 2.9 In order to ensure that demand for appointments is met, the Contractor shall provide as a minimum:
  - 2.9.1 70 consultations with a GP or Nurse Practitioner per 1000 Carr-Hill weighted registered patients per week during APMS Core Hours. (For the purposes of measurement the number of consultations counted for a Nurse practitioner must not exceed 25% of the total consultations reported)
  - 2.9.2 30 consultations with a Nurse or Healthcare Assistant per 1000 Carr-Hill weighted registered patients per week during APMS Core Hours. (For the purposes of measurement the number of consultations counted for a Healthcare Assistant must not exceed 25% of the total consultations reported)
  - 2.9.3 A duty doctor/ Nurse Practitioner to be available throughout APMS Core Hours to provide urgent consultations and home visits.



## **Length of Appointments**

- 2.10 Appointment length shall be tailored to the clinical needs of the patient. Time allowed for booked face to face appointments shall be no less than:
  - 2.10.1 10 minutes for a GP or Nurse Practitioner led appointment;
  - 2.10.2 15 minutes for a Nurse or Healthcare Assistant led appointment except where the Nurse or Healthcare assistant is providing influenza or other such immunisations under a vaccination programme.

## **Punctuality of Appointments**

- 2.11 Consultations shall commence within thirty (30) minutes of the scheduled appointment time unless there are exceptional circumstances.
- 2.12 Treatment for patients suffering from immediate and life threatening conditions (as determined by a clinically trained individual acting reasonably) shall commence within five (5) minutes.

### **Home Visits**

- 2.13 The Contractor shall conduct patients' home visits according to clinical need as determined by a GP acting in accordance with Good Clinical Practice:
  - 2.13.1 The criteria for determining when home visits are necessary shall be consistently applied to patients and included within the practice leaflet and on any practice website.
  - 2.13.2 Patients shall be seen as soon as practicable according to clinical need, and in any event on the same day as the practice is alerted.
  - 2.13.3 Patients shall be informed of the timescale in which they will be visited, and contacted if the agreed visit is expected to be delayed.
  - 2.13.4 Home visits shall be appropriately indicated on the clinical system so that they can be audited and appropriately reported to the Commissioner.

## **Improving Access Through Use of Technology**

- 2.14 The Contractor shall implement the following Digital Primary Care schemes according to a timetable agreed with the Commissioner:
  - 2.14.1 Online Patient access to records;
  - 2.14.2 Online booking and cancelling of appointments;
  - 2.14.3 Online ordering of repeat prescriptions;
  - 2.14.4 Electronic consultations.
- 2.15 The Contractor shall proactively offer registered patients access to the services referred to in paragraph 2.14 above, providing clear information necessary to do so.
- 2.16 The Contractor shall issue passwords and verify the identity of registered patients wishing to access the services in 2.14 above, as recommended by guidance from the Royal College of General Practitioners (RCGP).
- 2.17 The Contractor shall ensure that its pages on NHS Choices and any other websites in the public domain are updated regularly, and at all times provide complete and accurate



information regarding the practice and services provided

- 2.18 The Contractor shall ensure that the following standards and requirements are met:
  - 2.18.1 Clinical system of choice will align with the GP Forward View and Local Digital Road Map
  - 2.18.2 The EMIS clinical system will be the system of choice and GPSoC Lot 1 compliant
  - 2.18.3 The service provider will be IG Tool Kit Level 2 compliant and adhere to the IG Governance Framework which includes the use of a NHS.net account
  - 2.18.4 The practice will comply with General Data Protection Regulation and have an appointed Caldicott Guardian and IG Lead for the practice
  - 2.18.5 The IT system infrastructure will be provided by SWFT IT services
  - 2.18.6 The provider will be expected to adhere to the SWFT Business Contingency Plan policy and procedure
  - 2.18.7 Licensing requirements and system access requests will comply with the current policies and Governance procedures in accordance with the CCGs strategic directions
  - 2.18.8 System software solutions will mirror the current systems used by the Coventry and Warwickshire GP community which will include but not limited to: Docman, Docman Sharing, scanning, pathology lab reports, electronic referral and CASTLE Register.
  - 2.18.9 The provider will manage the security, confidentiality and quality of patient information fully and engage in clinical record sharing with other health and social care providers under the CCG's 'My Care Record' programme
  - 2.18.10 Technology systems such as PC's, scanners and printers will be allocated as per current spec however as the GP Forward View strategy and the practice patient registration evolve the provider will be expected to work in collaboration with the CCG to align the IT system with increase in demand

### 3 Patient Voice

Patient Participation Group (PPG)

- 3.1 The Contractor shall work with existing or establish if required and encourage on an ongoing basis an active Patient Participation Group in line with the requirements of the Patient Participation Directed Enhanced Service (this can be a virtual PPG if appropriate). The PPG shall meet regularly at times determined by its members but as a minimum four (4) times per Contract Year, once in each three-month period. Areas for discussion shall be determined by the members and should include, but not be limited to:
  - 3.1.1 Access, including opening hours, telephone access, availability of appointments
  - 3.1.2 Clinical services
  - 3.1.3 Reception services
  - 3.1.4 Practice performance
  - 3.1.5 How patient feedback is being used to improve clinical standards
  - 3.1.6 How patient feedback is being used to improve patient experience Patient Surveys
- 3.2 The Contractor shall be required to fully cooperate and assist the Commissioner in measuring patient satisfaction on an on-going basis. The method for measuring patient satisfaction will be determined by the Commissioner and may include touch screen, written surveys, interviews or other appropriate mechanisms. The methods may include, but not be limited to:



- 3.2.1 An annual locally-administered survey of patients using a survey approved by the Commissioner;
- 3.2.2 The NHS GP Friends and Family Test;
- 3.2.3 The NHS England national annual GP Patient Survey.

### 4 Practice Clinical Services

### The Contractor shall:

- 4.1 Provide Essential and Additional Services to all Registered Patients, including patients registered as Temporary Residents;
- 4.2 Not be required to provide Out of Hours Services.
- 4.3 Provide Enhanced Services appropriate to the provision of care required by the health needs of the Contractor's List of Registered Patients and directed by the Commissioner;
- 4.4 Participate in the Quality and Outcomes Framework (QOF);
- 4.5 Implement the Gold Standards Framework and Co-Ordinate My Care for patients requiring end of life care;
- 4.6 Participate in and support Health Promotion and Disease Prevention programmes

### 5 Essential Services

- 5.1 The Contractor shall provide Essential Services at such times, within APMS Core Hours, as are appropriate to meet the reasonable needs of Registered Patients, including patients registered with the practice as Temporary Residents.
- 5.2 The Contractor shall have in place arrangements for Patients to access such services throughout the Opening Hours if clinically urgent and in accordance with the KPIs.
- 5.3 The Contractor shall provide:
  - 5.3.1 Essential Services required for the management of Patients who are, or believe themselves to be:
    - i. ill with conditions from which recovery is generally expected;
    - ii. terminally ill; or
    - iii. suffering from a long term condition.
  - 5.3.2 Essential Services that are delivered in the manner determined by the GP Practice following discussion with the Registered Patient; and
  - 5.3.3 Appropriate ongoing treatment and care to all Registered Patients taking account of their specific needs including:
    - i. advice in connection with the Registered Patient's health, including relevant health promotion advice;
    - ii. the referral of the Registered Patient for other services under the Act; and
    - iii. primary medical care services required in Opening Hours for the immediately necessary treatment of any person to whom the Contractor has been requested to provide treatment owing to an accident or emergency at any place in the Practice Area.
- 5.4 For the purposes of the above section, "management" includes:
  - 5.4.1 offering a consultation and, where appropriate, physical examination for the purpose of identifying the need, if any, for treatment or further investigation; and
  - 5.4.2 making available such treatment or further investigation as is necessary and appropriate, including the referral of the Registered Patient for other services under the Act and liaison with other Health Care Professionals



involved in the Registered Patient's treatment and care.

## 6 Immediately Necessary Treatment

- 6.1 The Contractor shall provide primary medical care services required in Opening Hours for the immediately necessary treatment of any person falling within the following conditions described below who requests such treatment, for the period specified
- 6.2 A person falls within this paragraph if he/she is a person:
  - 6.2.1 whose application for inclusion in the Contractor's List of Registered Patients has been refused and who is not registered with another contractor of Essential Services (or their equivalent) in the Practice Area;
  - 6.2.2 whose application for acceptance as a Temporary Resident has been rejected;
  - 6.2.3 who is present in the Practice Area for less than twenty-four (24) hours.
- 6.3 The period referred to in 6.1 above is:
  - in the case of 8.2.1 above, fourteen (14) days beginning with the date on which that person's application was refused or until that person has been registered elsewhere for the provision of Essential Services (or their equivalent), whichever occurs first;
  - 6.3.2 in the case of 6.2.2 above, fourteen (14) days beginning with the date on which that person's application was rejected or until that person has been subsequently accepted elsewhere as a Temporary Resident, whichever occurs first; and
  - 6.3.3 in the case of 6.2.3 above, twenty-four (24) hours or such shorter period as the person is present in the Practice Area.
- 6.4 For the avoidance of doubt, Essential Services provided by the contractor is deemed to include wound care and suture removal.

### 7 Additional Services

- 7.1.1 The Contractor shall provide Additional Services as defined in the GMS contracts regulations as amended from time to time.
- 7.1.2 The Contractor shall provide Additional Services at such times, within APMS Core Hours, as are appropriate to meet the reasonable needs of Registered Patients.
- 7.1.3 The Contractor shall have in place arrangements for Patients to access such services throughout the Opening Hours if clinically urgent and in accordance with the KPIs.
- 7.1.4 The Contractor shall provide such facilities and equipment as are necessary to enable it properly to perform each Additional Service that it provides.
- 7.1.5 The Additional Services the Contractor shall provide to Registered Patients are:
  - i. Vaccinations and Immunisations;
  - ii. Contraceptive Services;
  - iii. Maternity Medical Services (excluding intra-partum care);
  - iv. Child Health Surveillance Services;
  - v. Cervical Screening Services;
  - vi. Minor surgery; and
  - vii. Childhood Immunisations and pre-school boosters.

# 7.2 Vaccinations and Immunisations

The Contractor shall:

7.2.1 offer to provide to Registered Patients all clinically necessary vaccinations and



- immunisations including Childhood Vaccinations and Immunisations and influenza and pneumococcal vaccinations, in accordance with "Immunisation Against Infectious Disease 2005: "The Green Book" (as amended from time to time);
- 7.2.2 provide appropriate information and advice to Registered Patients and, where appropriate, their parents/guardian about such vaccinations and immunisations; and
- 7.2.3 record in the Registered Patient's record any refusal of the offer of all clinically necessary vaccinations and immunisations.
- 7.2.4 Where the offer referred to above is accepted, the Contractor shall administer the vaccinations and immunisations, and include in the Patient's record details of:
  - i. the Patient's consent to the vaccination or immunisation or the name of the person who gave consent to the vaccination or immunisation and his relationship to the Patient;
  - ii. the batch numbers, expiry date and title of the vaccine;
  - iii. the date of administration;
  - iv. in a case where two vaccines are administered in close succession, the route of administration and the injection site of each vaccine;
  - v. any contraindications to the vaccination or immunisation; and
  - vi. any adverse reactions to the vaccination or immunisation.
- 7.2.5 The Contractor shall ensure that all staff involved in administering vaccines are trained in the recognition and initial treatment of anaphylaxis and any adverse reactions to the vaccination or immunisation.

## 7.3 Contraceptive Services

The Contractor shall make available the following Contraceptive Services to all of its Registered Patients who request such services:

- 7.3.1 advice about the full range of contraceptive methods;
- 7.3.2 where appropriate, the medical examination of Registered Patients seeking such advice;
- 7.3.3 the treatment of Registered Patients for contraceptive purposes and the prescribing of contraceptive substances and appliances;
- 7.3.4 advice about emergency contraception and where appropriate, the supplying or prescribing of emergency hormonal contraception or, where the Contractor has a conscientious objection to emergency contraception, prompt referral to another Contractor of primary medical care services who does not have such conscientious objections;
- 7.3.5 the provision of advice and referral in cases of unplanned or unwanted pregnancy, including advice about the availability of free pregnancy testing in the Practice Area and, where appropriate, where the Contractor has a conscientious objection to the termination of pregnancy, prompt referral to another Contractor of primary medical care services who does not have such conscientious objections;
- 7.3.6 initial advice about sexual health promotion and sexually transmitted infections; and
- 7.3.7 the referral as necessary for specialist sexual health services, including tests for sexually transmitted infections.
- 7.3.8 In addition to the specific requirements of the GMS Contract Regulations the Contractor shall co-operate with the Commissioner, CCG and/or relevant Local



Authority and implement any reasonable initiative that that reduces teenage conceptions.

# 7.4 Maternity Medical Services

The Contractor shall:

- 7.4.1 provide Registered Patients who are pregnant, with all necessary Maternity Medical Services throughout the antenatal period;
- 7.4.2 provide referrals to the Smoking Cessation Service for Registered Patients who are pregnant and who smoke;
- 7.4.3 provide female Registered Patients and their babies with all necessary Maternity Medical Services throughout the postnatal period other than neonatal checks; and
- 7.4.4 provide all necessary Maternity Medical Services to Registered Patients who are pregnant if their pregnancy has terminated as a result of miscarriage or abortion or, where the Contractor has a conscientious objection to the termination of pregnancy, prompt referral to another Contractor of primary medical care services, who does not have such conscientious objections.

In this section:

- 7.4.5 "antenatal period" means the period from the start of the pregnancy to the onset of labour;
- 7.4.6 "Maternity Medical Services" means:
  - in relation to female Registered Patients (other than babies), all primary medical care services relating to pregnancy, excluding intra partum care; and
  - ii. in relation to babies, any primary care medical services necessary in their first fourteen (14) days of life; and
- 7.4.7 "postnatal period" means the period starting from the conclusion of delivery of the baby or the Registered Patient's discharge from secondary care services, whichever is the later, and ending on the fourteenth day after the birth.

### 7.5 Child Health Surveillance Services

The Contractor shall, in respect of any Child under the age of five (5) years for whom it has responsibility under this Contract:

- 7.5.1 provide the services described below, other than any examination so described which the Parent refuses to allow the Child to undergo, until the date upon which the Child attains the age of five (5) years; and
- 7.5.2 maintain such records as are specified below.

The services referred to above are:

- 7.5.3 Monitoring:
  - i. by consideration of any information concerning the Child received by or on behalf of the Contractor;
  - ii. on any occasion when the Child is examined or observed by or on behalf of the Contractor;
  - iii. of the health, well-being and physical, mental and social development (the "development") of the Child while under the age of five (5) years with a view to detecting any deviations from normal development; and
  - iv. the breast feeding status of infants.
- 7.5.4 Examination of the Child at a frequency that has been agreed with the



Commissioner in accordance with the nationally agreed evidence based programme set out in the fourth edition of "Health for all Children (David Hall and David Elliman, January 2003, Oxford University Press ISBN 0:19:85188:X) as amended from time to time.

- 7.5.5 Promotion of breast feeding in infants.
- 7.5.6 The records referred to above are an accurate record of:
  - i. the development of the Child while under the age of five (5) years, compiled as soon as is reasonably practicable following the first examination of that Child and, where appropriate, updated following each subsequent examination; and
  - ii. the responses (if any) to offers made to the Child's Parent for the Child to undergo any examination referred to in paragraph 7.59

# 7.6 Cervical Screening Services

The Contractor shall:

- 7.6.1 supply any necessary information and advice to assist women identified by the Commissioner as recommended nationally for a cervical screening test in making an informed decision as to participation in the NHS Cervical Screening Programme (the "Programme");
- 7.6.2 perform cervical screening tests on women who have agreed to participate in that Programme;
- 7.6.3 arrange for women to be informed of the results of the test;
- 7.6.4 ensure that test results are followed up appropriately; and
- 7.6.5 ensure the records referred are an accurate record of the carrying out of a cervical screening test, the result of the test and any clinical follow up requirements.
- 7.6.6 In addition to the specific requirements of the GMS Contract Regulations the Contractor shall aim to meet the key performance indicators standard specified in Schedule 6 Performance Management

# 7.7 Minor Surgery Services

The Contractor shall make available to Registered Patients where appropriate:

- 7.7.1 curettage and cautery and, in relation to warts, verrucae and other skin lesions, cryocautery; and
- 7.7.2 management of minor injuries that do not require hospital assessment and care.
- 7.7.3 ensure that its record of any treatment provided pursuant to paragraph 7.7.1 includes the consent of the Registered Patient to that treatment.

## 7.8 Childhood Immunisations and Pre-School Booster Services

The Contractor shall:

7.8.1 develop and maintain a register (its "Childhood Immunisation Scheme Register", which may comprise electronically tagged entries in a wider computer database) of all the Children for whom the Contractor has a contractual duty to provide childhood immunisation and pre-school booster services (who may already have been immunised, by the Contractor or otherwise, or to whom the Contractor has offered or needs to offer immunisations);



- 7.8.2 undertake to offer the recommended immunisations to the Children on its Childhood Immunisation Scheme Register (with the aim of maximising uptake in the interests of Patients, both individually and collectively);
- 7.8.3 undertake to record the information that it has in Childhood Immunisation Scheme Register using any applicable national Read codes;
- 7.8.4 develop a strategy for liaising with and informing parents or guardians of Children on its Childhood Immunisation Scheme Register about its immunisation programme with the aim of improving uptake; and
- 7.8.5 provide information on request to those parents or guardians about immunisation.
- 7.8.6 aim to meet the average annual Cover Data achievement level of the NHS England West Midlands
- 7.8.7 take all reasonable steps to ensure that the lifelong medical records held by a Child's general practitioner are kept up-to-date with regard to the Child's immunisation status, and in particular include:
  - i. any refusal of an offer of vaccination;
  - ii. where an offer of vaccination was accepted:
  - iii. details of the consent to the vaccination or immunisation (where a person has consented on a Child's behalf, that person's relationship to the Child must also be recorded);
  - iv. the batch number, expiry date and title of the vaccine;
  - v. the date of administration of the vaccine;
  - vi. where two vaccines are administered in close succession, the route of administration and any injection site of each vaccine;
  - vii. any contraindications to the vaccination or immunisation; and
  - viii. any adverse reactions to the vaccination or immunisation.
- 7.8.8 ensure that any Health Care Professional who is involved in administering a vaccine has:
  - i. any necessary experience, skills and training with regard to the administration of the vaccine; and
  - ii. training with regard to the recognition and initial treatment of anaphylaxis.
- 7.8.9 ensure that:
  - i. all vaccines are stored in accordance with the manufacturer's instructions; and
  - ii. all refrigerators in which vaccines are stored have a maximum/minimum thermometer and that readings are taken from that thermometer on all working days.
- 7.8.10 ensure compliance with the relevant Cold Chain Guidance and policy
- 7.8.11 provide the Commissioner with such information as it may reasonably request for the purposes of monitoring the Contractor's performance of its obligations;
- 7.8.12 have in place arrangements for an annual review of the service which shall include:
  - i. an audit of the rates of immunisation, which must also cover any changes to the rates of immunisation: and
  - ii. an analysis of the possible reasons for any changes to the rates of immunisation.

## 8. Enhanced Services

8.1 The Contractor shall provide all clinically appropriate Enhanced Services subject to 8.2 as directed by the Commissioner and agreed on an annual basis, to patients registered at the Practice Premises.



- 8.2 The list of national enhanced services as at plus any local enhanced services or as they become available to the service as from 1 December 2018 include:
  - 8.2.1 Extended Access (DES)
  - 8.2.2 Minor Surgery (DES)
  - 8.2.3 Learning Disabilities (DES)
  - 8.2.4 Childhood Imms Target Payments
  - 8.2.5 Childhood Flu
  - 8.2.6 Men ACWY
  - 8.2.7 Men Freshers
  - 8.2.8 Men B
  - 8.2.9 Pertussis
  - 8.2.10 Seasonal Flu (DES)
  - 8.2.11 Pneumococcal (DES)
  - 8.2.12 Shingles Catch Up

# 9 Quality and Outcomes Framework (QOF)

With regard to the Quality and Outcomes Framework (QOF) as defined in the GMS Contract Regulations and/or any future National Quality Framework, the Contractor shall:

- 9.1 participate in the QOF Scheme each year;
- 9.2 work towards gaining the maximum QOF points for each Contract Year securing the minimum standards set out in 12.1.1 of Part A of this Schedule 2;
- 9.3 take all reasonable steps to minimise exception reporting and improve prevalence rates on practice registers;
- 9.4 set standards over and above the QOF requirements to ensure Patients continually receive the highest standards of clinical care

### 10 Health Promotion and Disease Prevention

The Contractor shall:

- 10.1 provide services focusing on health promotion and disease prevention and work with the Commissioner, CCGs, Local Authority, other local GP practices and other health contractors on initiatives to promote health and prevent disease within the Commissioner's area;
- 10.2 ensure it has effective strategies for health promotion and disease prevention in place These shall include but not be limited to:
  - 10.2.1 smoking;
  - 10.2.2 alcohol;
  - 10.2.3 obesity;
  - 10.2.4 lack of exercise;
  - 10.2.5 dietary habits; and
  - 10.2.6 sexual activity.
- identify and proactively screen and manage Patients at risk of developing long term conditions, cancers and sexually transmitted infections as well as those more likely to have unwanted pregnancies;
- 10.4 provide information about, and access to, self-management programmes for



- Registered Patients with long term conditions where appropriate;
- 10.5 identify local care pathways for Registered Patients with long term conditions to reduce inappropriate and unnecessary hospital admissions;
- 10.6 provide information and advice to Registered Patients on self-monitoring for long-term conditions;
- 10.7 participate in expert Registered Patient programmes where commissioned;
- 10.8 use computer-based disease management templates; and
- 10.9 implement appropriate DH, NICE, MHRA and any other relevant guidelines (as amended from time to time) that apply to the provision of primary medical care services for Registered Patients.
- 10.10 For the purposes of this paragraph 10, "Long Term Conditions" shall be deemed to be those conditions that cannot at present be cured but which can be controlled by medication and other therapies.
- 10.11 The Contractor shall, at the minimum, be expected to achieve those standards in the key Public Health Targets including but not limited to:
  - 10.11.1 flu vaccine uptake
  - 10.11.2 pneumococcal vaccine uptake
  - 10.11.3 shingles vaccine uptake
  - 10.11.4 childhood vaccines uptake