



# **Standard General Medical Services Contract Variation Notice – April 2014**

NHS ENGLAND  
Standard General Medical Services Contract Variation Notice – April 2014

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<b>Document Purpose</b>	Guidance
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<b>Target Audience</b>	NHS England Area Directors, GPs
<b>Additional Circulation List</b>	
<b>Description</b>	This document gives notice under paragraph 104(2) of Schedule 6 to the National Health Service (General Medical Services Contracts) Regulations 2004 (S.I. 2004/291) that the terms of the general medical services contract are varied as set out in the document.
<b>Cross Reference</b>	
<b>Superseded Docs (if applicable)</b>	N/A
<b>Action Required</b>	Area teams to update local contracts where they have not used the new standard contract.
<b>Timing / Deadlines (if applicable)</b>	<b>By 01 October 2014</b>
<b>Contact Details for further information</b>	Claire Parker Commissioning Development - GP Contracts Room 4E60 Quarry House LS2 7UE 0113 825 3292
<b>Document Status</b>	This is a controlled document. Whilst this document may be printed, the electronic version posted on the intranet is the controlled copy. Any printed copies of this document are not controlled. As a controlled document, this document should not be saved onto local or network drives but should always be accessed from the intranet

## **Standard General Medical Services Contract Variation Notice – April 2014**

The text of the Standard General Medical Services Variation Notice April 2014 has been prepared by Commissioning Operations Directorate, NHS England and has been approved by the British Medical Association. It is prepared on the basis that the numbering adopted in the signed contract follows that used in the Standard General Medical Services Contract dated December 2005.

Version number: 1

First published: 14 August 2014

Prepared by: Commissioning Operations Directorate

Gateway Reference: 02040

Dear Sir/Madam

**Notice of Variation to your General Medical Services Contract dated [                    ]**

We give you notice under paragraph 104(2) of Schedule 6 to the National Health Service (General Medical Services Contracts) Regulations 2004 (S.I. 2004/291) that the terms of your general medical services contract dated [                    ] are varied as set out below with effect from [*insert here date on which variations will take effect. Where reasonably practicable this should not be less than 14 days after the date on which this notice is served. This is a regulatory requirement.*].

These variations are made to comply with the terms of the National Health Service (General Medical Services and Personal Medical Services Agreements) Amendment Regulations 2014, SI 2014 No. 465 and published on the government website [legislation.gov.uk](http://legislation.gov.uk).

We request you to acknowledge receipt of this notice by signing and returning the enclosed duplicate of it.

Dated:

Signed:

on behalf of NHS England

Print name:

## Wording of Variations

### Part 1 Definitions and Interpretation

The following variations are made to **clause 1**:

1. Immediately after the definition of “**2012 Act**”, the following new definition is inserted:

“**accountable GP**” means a general medical practitioner assigned to a *registered patient* in accordance with clause 7.9.3;”.

2. Immediately after the definition of “**chiropracist independent subscriber**”, the following new definition is inserted:

“**clinical correspondence**” means all correspondence in writing, whether in electronic form or otherwise, between the Contractor and other health service providers concerning or arising out of patient attendance and treatment at *practice premises* including referrals made by letter or by any other means;”.

3. Immediately after the definition of “**GP Registrar**”, the following new definition is inserted:

“**GP2GP facility**” means the facility provided by the Board to the *practice* which enables the electronic health records of a *registered patient* which are held on the computerised clinical systems of the *practice* to be transferred securely and directly to another provider of primary medical services with which the patient has registered;”.

4. Immediately after the definition of “**health care professional**”, the following new definition is inserted:

“**health check**” means a consultation undertaken by the Contractor which is of the type which the Contractor is required to undertake at a patient’s request under clause 7.9.4(c);”.

5. Immediately after the definition of “**NHS dispute resolution procedure**”, the following new definition is inserted:

“**NHS number**” means, in relation to a *registered patient*, the number consisting of 10 numeric digits which serves as the national unique identifier used for the purpose of safely, accurately and efficiently sharing information relating to that patient across the whole of the health service in England;”.

6. The definition of “**Patient Choice Scheme**” is deleted.
7. In the definition of “**the Regulations**”, after “(S.I. 2004/291)” add the words “as amended”.
8. Immediately after the definition of “**service provider**”, the following new definitions are inserted:

“**Summary Care Record**” means the system approved by the Board for the automated uploading, storing and displaying of patient data relating to medications, allergies, adverse reactions and, where agreed with the Contractor and subject to the patient’s consent, any other data taken from the patient’s electronic record;

“**summary information**” means items of patient data that comprise the Summary Care Record;”.

## **Part 2 Relationship between Parties**

In clause 2.1.8, replace the word “is” with “was”.

## **Parts 3-6**

No amendments.

## **Part 7 Patients aged 75 years and over**

1. After clause 7.9.2, the following clauses are inserted:
  - “7.9.3 The Contractor must ensure that for each of its *registered patients* aged 75 and over there is assigned an *accountable GP*.”
  - 7.9.4. The accountable GP must:
    - (a) take lead responsibility for ensuring that all services which the Contractor is required to provide under the Contract

are, to the extent that their provision is considered necessary to meet the needs of the patient, delivered to the patient;

- (b) take all reasonable steps to recognise and appropriately respond to the physical and psychological needs of the patient in a timely manner;
- (c) ensure that the patient receives a *health check* if, and within a reasonable period after, one has been requested; and
- (d) work co-operatively with other health and social care professionals who may become involved in the care and treatment of the patient to ensure the delivery of a multi-disciplinary care package designed to meet the needs of the patient.

7.9.5. The Contractor must:

- (a) inform the patient, in such manner as the Contractor may consider appropriate, of the assignment to them of an *accountable GP* which must state the name and contact details of the *accountable GP* and the role and responsibilities of the *accountable GP* in respect of the patient;
- (b) inform the patient as soon as any circumstances arise in which the *accountable GP* is not able, for any significant period, to carry out their duties towards the patient; and
- (c) where the Contractor considers it to be necessary, assign a replacement *accountable GP* to the patient and give notice to the patient accordingly.

7.9.6. The Contractor must comply with the requirement in clause 7.9.5(a):

- (a) in the case of any person who is included in the *Contractor's list of patients* immediately before 1 April 2014 and:
  - (i) is aged 75 on or before that date, by 30 June 2014; or
  - (ii) who attains the age of 75 after that date, within 21 days from the date on which that person attained that age; or
- (b) in the case of any person aged 75 or over who is accepted by the Contractor as a *registered patient* on or after 1 April 2014, within 21 days from the date on which that person is so accepted.”.

## **Part 7      Duty of Co-Operation in relation to Additional, Enhanced and Out Of Hours Services**

2. In clause 7.13.2, sub-clause (c) is deleted and replaced as follows:

- “(c) in the case of *out of hours* services:
  - (i) take reasonable steps to ensure that any *patient* who contacts the *practice premises* during the *out of hours period* is provided with information about how to obtain services during that period;
  - (ii) ensure that the clinical details of all *out of hours* consultations received from the *out of hours* provider are reviewed by a clinician within the *practice* on the same working day as those details are received by the *practice* or, exceptionally, on the next day;
  - (iii) ensure that any information requests received from the *out of hours* provider in respect of any *out of hours* consultations are responded to by a clinician within the *practice* on the same day as those requests are received by the *practice*, or on the next working day;



- (iv) take all reasonable steps to comply with any systems which the *out of hours* provider has in place to ensure the rapid, secure and effective transmission of patient data in respect of *out of hours* consultations; and
- (v) agree with the *out of hours* provider a system for the rapid, secure and effective transmission of information about *registered patients* who, due to chronic disease or terminal illness, are predicted as more likely to present themselves for treatment during the *out of hours period*.”.

## Parts 8-9

No amendments.

## Part 10 Out Of Hours Services

After clause 10.1.3, the following clause is inserted:

- “10.1.4 Where the Contractor does not provide *out of hours services*, the Contractor must:
- (a) monitor the quality of the *out of hours services* which are offered or provided to its registered patients having regard to the National Quality Standards referred to in clause 10.1.3 and record, and act appropriately in relation to, any concerns arising;
  - (b) record any patient feedback received, including any complaints;
  - (c) report to the Board, either at the request of the Board or otherwise, any concerns arising about the quality of the *out of hours services* which are offered or provided to its *registered patients* having regard to:
  - (d) any patient feedback received, including any complaints, and

- (e) the quality requirements set out in the National Quality Standards referred to in clause 10.1.3.”.

## Parts 11-15

No amendments.

## Part 16 Records, Information, Notification and Rights of Entry

1. After clause 16.1.9, the following is inserted (the existing clause 16.2 is renumbered 16.6 and subsequent clause numbers are amended accordingly):

### “16.2 Summary Care Record

16.2.1 The Contractor must, in any case where there is a change to the information included in a patient’s medical record, enable an automated upload of *summary information* to the *Summary Care Record*, at least on a daily basis, using the approved systems provided to it by the Board.

16.2.2 The requirement in clause 16.2.1 does not apply to the Contractor where:

- (a) the Contractor does not have access to computer systems and software which would enable it to carry out automated uploads of the *summary information*; and
- (b) the Contractor has, by 30 September 2014, publicised its plans to enable it to achieve that requirement by no later than 31 March 2015 by displaying a statement of intent at the *practice premises* and, where the practice has a website, on the practice website.

### 16.3 Electronic transfer of patient records

16.3.1 The Contractor must use the *GP2GP facility* for the safe and effective transfer of any patient records:

- (a) in a case where a new patient registers with the *practice*, to the *practice* from the practice of another

provider of primary medical services (if any) with which the patient was previously registered; or

- (b) in a case where the Contractor receives a request from another provider of primary medical services with which the patient has registered, in order to respond to that request.

16.3.2 The requirement in clause 16.3.1 does not apply to the Contractor where:

- (a) the Contractor does not have access to computer systems and software which would enable it to use the *GP2GP facility* to effect the transfer of patient records to another provider of primary medical services with a patient list; and
- (b) the Contractor has, by 30 September 2014, publicised its plans to enable it to achieve that requirement by 31 March 2015 by displaying a statement of intent at the *practice premises* and, where the practice has a website, on the practice website.

16.3.3 The requirement in clause 16.3.1 does not apply in the case of a temporary resident.

#### **16.4 Clinical correspondence: requirement for NHS number**

16.4.1 The Contractor must include the *NHS number* of a *registered patient* as the primary identifier in all *clinical correspondence* issued by the Contractor which relates to that patient.

16.4.2 The requirement in clause 16.4.1 does not apply where, in exceptional circumstances outside of the Contractor's control, it is not possible for the Contractor to ascertain the patient's *NHS number*.

#### **16.5 Patient online Services**

16.5.1 The Contractor must promote and offer to its *registered patients* the facility for a patient:

- (a) to book, view, amend, cancel and print appointments online;
- (b) to order repeat prescriptions for drugs, medicines or appliances online; and
- (c) to view and print a list of any drugs, medicines or appliances in respect of which the patient has a repeat prescription

in a manner which is capable of being electronically integrated with the computerised clinical systems of the *practice* using appropriate systems authorised by the Board.

16.5.2 The Contractor must promote and offer to its *registered patients*, in circumstances where the medical records of its patients are held on the Contractor's computerised clinical systems, the facility for a patient to:

- (a) access online any summary information derived from the patient's medical records and any other data which the Contractor has agreed that the patient may access; and
- (b) view online, electronically export or print any summary information derived from the patient's medical records and any other data which the Contractor has agreed that the patient may access.

16.5.3 Where the Contractor has a practice website, the Contractor must also promote and offer to its *registered patients* the facility referred to in clauses 16.5.1(a) and 16.5.1(b) on that practice website.

16.5.4 The requirements in clause 16.5.1 do not apply where the Contractor does not have access to computer systems and

software which would enable it to offer the online services described in clause 16.5.1 to its *registered patients*.

- 16.5.5 The requirements in clause 16.5.2 do not apply:
- (a) where the Contractor does not have access to computer systems and software which would enable it to offer the online services described in clause 16.5.2 to its registered patients; and
  - (b) where the Contractor has, by 30 September 2014, publicised its plans to enable it to achieve that requirement by 31 March 2015 by displaying a statement of intent at the *practice premises* and, where the practice has a website, on the practice website.”.

## **Part 28 Patient Choice Extension Scheme**

Clause 28 is deleted in its entirety and replaced with:

### **“PART 28<sup>1</sup>**

#### **28.1 Registered patients from outside practice area**

##### **28.1. Variation of contractual terms**

28.1.1. This Part applies where on or after 1 October 2014 the Contractor accepts onto its list of patients a person who resides outside of the *practice area*.

28.1.2. The terms of the Contract—

(a) which are specified in clause 28.1.3 are varied in accordance with clause 28.1.4; and

(b) which are specified in clause 28.1.5

are included in this Contract.

28.1.3. The terms of the contract specified are—

(a) clauses 8.1.1 to 8.1.8 (*essential services*);

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<sup>1</sup> This Part was introduced with effect from 1 April 2014 by regulation 26B of *the Regulations*.

- (b) clauses 8.1 and 9.1 (arrangements for access to services during core hours)
- (c) [Where the contractor provides *out of hours services* in accordance with the terms of the Contract specified in Part 10, those terms in Part 10 which are included must be specified in this sub-clause];
- (d) clause 7.5.1 (attendance at *practice premises*);
- (e) clause 7.6.1(a) (attendance outside *practice premises*);
- (f) clause 13.7.2 (refusal of application for inclusion in the list of patients).

28.1.4. The Contractor and the Board are (for such period of time as a patient registered under clause 28.1 remains so registered) released from all obligations, rights and liabilities relating to the terms (and to only those terms), contained in clause 28.1.3 —

- (a) including any right to enforce those terms only in respect of the provision of primary medical services to patients who wish to receive such services under arrangements made in accordance with Part 28.1; and
- (b) only where, in the opinion of the Contractor, it is not clinically appropriate or practical to provide the services or access to such services in accordance with those terms or comply with those terms.

28.1.5. The Contractor must notify a person in writing where the Contractor is minded to accept a person onto its list of patients in accordance with clause 28.1 that the Contractor is under no obligation to provide—

- (a) *essential services* if, in a case where at the time treatment is required, it is not clinically appropriate or practical to provide primary medical services given the particular circumstances of the patient;

- (b) *out of hours services* if, in a case where at the time treatment is required, it is not clinically appropriate or practical to provide such services given the particular circumstances of the patient; and
- (c) *additional services* to the patient if it is not clinically appropriate or practical to provide such services given the particular circumstances of the patient.

## **28.2. Savings in respect of the Patient Choice Extension Scheme**

28.2.3. Where, before 1 April 2014:

- (a) a patient is included in the *Contractor's list of patients* pursuant to arrangements entered into by the Contractor and the Board under the Patient Choice Extension Scheme; and
- (b) the terms of the Contractor's contract were varied pursuant to the provisions of regulation 26B of the Regulations as it had effect immediately before that date, the patient may remain on the *Contractor's list of patients* and any variation to the Contractor's contract which exempts the Contractor from any obligations or liabilities under those arrangements continues to operate for such period as the patient remains so registered.

28.2.4. Paragraph (6) of regulation 26B of the Regulations, as it had effect immediately before 1 April 2014, continues to have effect in relation to a contract where, before that date, the Contractor entered into arrangements with the Board under the Patient Choice Extension Scheme.”

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I/We [ ] acknowledge receipt of the notice of variation dated [ ] of which the above is a duplicate. I/We acknowledge that this notice will take effect from [ ].

Signed:

[on behalf of ]:

Print name:

Date: