



# **Standard General Medical Services Contract Variation Notice – April 2015**

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<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>	N/A	
<b>Superseded Docs (if applicable)</b>	Gateway Ref 02040	
<b>Action Required</b>	Regions, clinical commissioning groups (CCGs) and contractors taking part should ensure they have read and understood the document	
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<b>Contact Details for further information</b>	Erika Sutcliffe Programme Manager GP contracts Quarry House Quarry Hill LS2 7UE 0113 825 1138  <a href="http://www.england.nhs.uk/commissioning/gp-contract/">http://www.england.nhs.uk/commissioning/gp-contract/</a>	
<b>Document Status</b>		
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## **Standard General Medical Services Contract Variation Notice – April 2015**

The text of the Standard General Medical Services Variation Notice April 2015 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 2013.

For the variation notice prepared on the basis of the numbering used in the Standard General Medical Services Contract dated December 2005 please visit NHS England's website.

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The NHS Commissioning Board (NHS CB) was established on 1 October 2012 as an executive non-departmental public body. Since 1 April 2013, the NHS Commissioning Board has used the name NHS England for operational purposes.

“Promoting equality and addressing health inequalities are at the heart of NHS England’s values. Throughout the development of the policies and processes cited in this document, we have:

- Given due regard to the need to eliminate discrimination, harassment and victimisation, to advance equality of opportunity, and to foster good relations between people who share a relevant protected characteristic (as cited under the Equality Act 2010) and those who do not share it;
- Given regard to the need to reduce inequalities between patients in access to, and outcomes from, healthcare services and in securing that services are provided in an integrated way where this might reduce health inequalities.”

Choose an item.

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:

- Health Care and Associated Professions (Indemnity Arrangements) Order 2014/1887
- National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment No.2) Regulations 2014/2721
- National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2015/196
- National Health Service (Charges for Drugs and Appliances) Regulations 2015/570

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

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

1.1. In the definition of “**accountable GP**” for “clause 7.9.3” substitute “clauses 7.7B.1 and 7.9.3”.

1.2. In the definition of “**armed forces GP**”, for the words “United Kingdom Armed Forces of Her Majesty” substitute “armed forces of the Crown”.

1.3. Immediately after the definition of “**armed forces GP**”, the following new definition is inserted:

“**armed forces of the Crown**” means the forces that are “regular forces” or “reserve forces” within the meaning given in section 374 of the Armed Forces Act 2006 (definitions applying for the purposes of the whole Act);”

1.4. In the definition of “**the Charges Regulations**” for “2000” substitute “2015”.

1.5. Immediately after the definition of “**essential services**”, the following new definition is inserted:

“**friends and family test**” means the arrangements that a Contractor is required by the Board to implement to enable its patients to provide anonymous feedback about the patient experience at the Contractor's practice”.

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

“**GPSOC accredited computer systems and software**” means computer systems and software which have been accredited by the Secretary of State or another person in accordance with “General Practice Systems of Choice Level 2<sup>1</sup>”;

1.7. The definition of “**listed medicine**”, is substituted as follows:

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<sup>1</sup> GP Systems of Choice is a scheme by which the National Health Service funds the cost of GP clinical IT systems in England. Guidance about this scheme is available from the Health and Social Care Information Centre, 1 Trevelyan Square, Boar Lane, Leeds, LS1 6AE

Choose an item.

“**listed medicines**” means the drugs mentioned in regulation 13(1) of the Charges Regulations;”

1.8. The definition of “**prescription form**” is substituted as follows:

“**prescription form**” means, except in the context of the expression an electronic prescription form or non-electronic prescription form-

(a) a form for the purpose of ordering a drug, medicine or appliance which is-

(i) provided by the Board, a local authority or the Secretary of State

(ii) issued by the *prescriber*, and

(iii) does not indicate that the drug, medicine or appliance ordered may be provided more than once; or

(b) where clause 14.3 (electronic prescriptions), data created in an electronic form for the purpose of ordering a drug, medicine or appliance, which-

(i) is signed with a *prescriber's advanced electronic signature*;

(ii) is transmitted as an *electronic communication* to a nominated dispensing contractor by the *Electronic Prescription Service*; and

(iii) does not indicate that the drug, medicine or appliance ordered may be provided more than once;”

## Parts 2 to 4

No amendments.

## Part 5 Patient Participation

2. The following is inserted as a new clause 5.2:

### “5.2. Patient Participation

5.2.1. The Contractor must establish and maintain a group known as a “Patient Participation Group” comprising of some of its *registered patients* for the purposes of—

Choose an item.

- (a) obtaining the views of patients who have attended the Contractor's *practice* about the services delivered by the Contractor; and
- (b) enabling the Contractor to obtain feedback from its *registered patients* about those services.

5.2.2. The Contractor is not required to establish a Patient Participation Group if such a group has already been established by the Contractor pursuant to any directions about enhanced services which were given by the Secretary of State under section 98A of the 2006 Act before 1st April 2015.

5.2.3. The Contractor must make reasonable efforts during each financial year to review the membership of its Patient Participation Group in order to ensure that the Group is representative of its *registered patients*.

5.2.4. The Contractor must—

- (a) engage with its Patient Participation Group, at such frequent intervals throughout each financial year as the Contractor must agree with that group, with a view to obtaining feedback from the Contractor's *registered patients*, in an appropriate and accessible manner which is designed to encourage patient participation, about the services delivered by the Contractor; and
- (b) review any feedback received about the services delivered by the Contractor, whether pursuant to clause 5.2.4(a) or otherwise, with its Patient Participation Group with a view to agreeing with that group the improvements (if any) which are to be made to those services.

5.2.5. The Contractor must make reasonable efforts to implement such improvements to the services delivered by the Contractor as are agreed between the Contractor and its Patient Participation Group.

5.2.6. In this clause 5.2 “financial year” means the 12 month period beginning on 1st April each year and ending on 31st March the following year.

## **Part 6      Warranties**

No amendments.

## Part 7 Level of Skill

3. The following clauses are inserted as new clauses 7.7A and 7.7B:

### 7.7A. Newly registered patients – alcohol dependency screening

- 7.7A.1. Where, under clause 7.7, a patient has been—
- (a) accepted onto the Contractor's *list of patients*; or
  - (b) assigned to that list by the Board,
- the Contractor must, whether as part of the consultation which the Contractor is required to offer that patient under clause 7.7.1 or otherwise, take action to identify any such patient over the age of 16 who is drinking alcohol at increasing or higher risk levels with a view to seeking to reduce the alcohol related health risks to that patient.
- 7.7A.2. The Contractor must comply with the requirement in clause 7.7A.1 by screening the patient using either one of the two shortened versions of the World Health Organisation Alcohol Use Disorders Identification ("AUDIT") questionnaire<sup>2</sup> which are known as—
- (a) FAST (which has four questions); or
  - (b) AUDIT-C (which has three questions).
- 7.7A.3. Where, under clause 7.7A.2, the Contractor identifies a patient as positive using one of the shortened versions of the AUDIT questionnaire specified in clause 7.7A.2, the remaining questions of the full ten question AUDIT questionnaire are to be used by the Contractor to determine increasing risk, higher risk or likely dependent drinking.
- 7.7A.4. Where a patient is identified as drinking at increasing or higher risk levels, the Contractor must—
- (a) offer the patient appropriate advice and lifestyle counselling;
  - (b) respond to any other need identified in the patient which relates to the patient's levels of drinking, including by providing any additional support or treatment required for people with mental health issues; and
  - (c) in any case where the patient is identified as a dependent drinker, offer the patient a referral to such specialist services as are considered clinically appropriate to meet the needs of the patient.

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<sup>2</sup> The World Health Organisation Alcohol Use Disorders Identification Test (AUDIT) questionnaire can be accessed at [http://www.who.int/substance\\_abuse/activities/sbi/en/](http://www.who.int/substance_abuse/activities/sbi/en/). Further information about the test, and the questionnaires themselves, is available in hard copy from NHS England, PO Box 16738, Redditch, B97 7PT



Choose an item.

- 7.7A.5. Where a patient is identified as drinking at increasing or higher risk levels or as a dependent drinker, the Contractor must ensure that the patient is—
- (a) assessed for anxiety and depression;
  - (b) offered screening for anxiety or depression; and
  - (c) where anxiety or depression is diagnosed, provided with any treatment or support which may be required under the Contract, including referral for specialist mental health treatment.
- 7.7A.6 The Contractor must make relevant entries, including the results of the completed questionnaire referred to in clause 7.7A.2, in the patient's record that the Contractor is required to keep under clause 16.1.

### **7.7B. Accountable GP**

- 7.7B.1. A Contractor must ensure that for each of its *registered patients* (including those patients under the age of 16) there is assigned an *accountable GP*.
- 7.7B.2. The *accountable GP* must take lead responsibility for ensuring that any 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, coordinated and delivered to the patient.
- 7.7B.3. The Contractor must—
- (a) inform the patient, as soon as is reasonably practicable and in such manner as is considered appropriate by the *practice*, of the assignment to the patient of an *accountable GP* and 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 the duties of an *accountable GP* in respect of the patient; and
  - (c) where the practice considers it to be necessary, assign a replacement *accountable GP* to the patient and give notice to the patient accordingly.
- 7.7B.4. The Contractor must comply with the requirement in clause 7.7B.3—
- (a) by 30th June 2015, in the case of any person who is included in the Contractor's *list of patients* immediately before 1st April 2015; or

Choose an item.

- (b) in the case of any person who is accepted by the Contractor as a *registered patient* on or after 1st April 2015, within 21 days from the date on which that patient is so accepted.
- 7.7B.5. The requirement in this clause 7.7B does not apply to—
- (a) any patient of the Contractor who is aged 75 or over, or who attains the age of 75, on or after 1st April 2015; or
  - (b) any other patient of the Contractor if the Contractor has been informed that the patient does not wish to have an *accountable GP*.
- 7.7B.6. Where, under clause 7.7B.3(a), the Contractor informs a patient of the assignment to them of an *accountable GP*, the patient may express a preference as to which *general medical practitioner* within the Contractor's *practice* the patient would like to have as the patient's *accountable GP* and, where such a preference has been expressed, the Contractor must make reasonable efforts to accommodate the request.
- 7.7B.7. Where, under clause 7.7B.5(b), the Contractor has been informed by or in relation to a patient that the patient does not wish to have an *accountable GP*, the Contractor must record that fact in the patient's record that the Contractor is required to keep under clause 16.1.
- 7.7B.8. The Contractor must, by no later than 31st March 2016, include information about the requirement to assign an *accountable GP* to each of its new and existing *registered patients*—
- (a) on the Contractor's *practice* website (if it has one); and
  - (b) in the Contractor's *practice leaflet*.
- 7.7B.9. Where the Contractor does not have a *practice* website, the Contractor must include the information referred to in clause 7.7B.8 on its profile page on NHS Choices<sup>3</sup>."

## **Part 8 Essential Services**

No amendments.

## **Part 9 Additional Services**

4. In clause 9.4, the reference to "clause 9.4.5" shall be amended to "clause 9.4.4" and clause 9.4.5 shall be deleted.

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<sup>3</sup> NHS Choices is the website available at <http://www.nhs.uk> which provides information from the National Health Service on conditions, treatments and local services including GP services.

## Part 10 Out of Hours Services

5. In **clause 10.1.3** the following words are added to the end of the sentence:

“and comply with any requests for information which it receives from, or on behalf of, the Board about the provision by the Contractor of *out of hours services* to its *registered patients* in such manner, and before the end of such period, as is specified in the request.”

## Parts 11 to 12

No amendments.

## Part 13 Patients

6. Following **clause 13.5** a new clause 13.5A is inserted:

**“13.5A. Inclusion in list of patients: armed forces personnel**

13.5A.1 The Contractor may, if its *list of patients* is *open*, include a person to whom clause 13.5A.2 applies in that list for a period of up to two years and clause 13.14.1(b) does not apply in respect of any person who is included in the Contractor's *list of patients* by virtue of clause 13.5A.

13.5A.2 Clause 13.5A.2 applies to a person who is—

- (c) a serving member of the *armed forces of the Crown* who has received written authorisation from Defence Medical Services<sup>4</sup> to receive primary medical services from the Contractor's *practice*; and
- (d) living or working within the Contractor's *practice area* during the period in respect of which that written authorisation is given.

13.5A.3 Where the Contractor has accepted a person to whom clause 13.5A.2 applies onto its *list of patients*, the Contractor must—

- (e) obtain a copy of the patient's medical record, or a summary of that record, from Defence Medical Services; and
- (f) provide regular updates to Defence Medical Services, at such intervals as are agreed with Defence Medical Services, about any care and treatment which the Contractor has provided to the patient.

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<sup>4</sup> Defence Medical Services is an umbrella organisation within the Ministry of Defence responsible for the provision of medical, dental and nursing services in the United Kingdom to members of the armed forces of the Crown

Choose an item.

- 13.5A.4 At the end of the period of two years, or on such earlier date as the Contractor's responsibility for the patient has come to an end, the Contractor must—
- (g) notify Defence Medical Services of the fact that the Contractor's responsibility for the patient has come to an end; and
  - (h) update the patient's medical record, or summary of that record, and return it to Defence Medical Services.
- 13.5A.5 In clause 13.5A, "primary medical services" means the medical services which are provided by the Contractor's *practice* under the Contract to which Part 4 of the 2006 Act applies."

7. In **clause 13.14.1(b)** for "is in Her Majesty's Forces" substitute, "is in the *armed forces of the Crown* (except in the case of a patient to whom clause 13.5A applies)".

## **Part 14 Prescribing and Dispensing**

8. In **clause 14.3.4**:
- (a) after the words "issue the patient" in sub-clause 14.3.4(a) insert ", if the patient so requests,"; and
  - (b) for the words "if he so requests" in sub-clause 14.3.4(b) substitute "if the patient so requests".

## **Part 15**

No amendments

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

9. After clause 16.5.1, the following new clause is inserted:
- "16.5.1A A Contractor must, when complying with the requirement in clause 16.5.1, consider whether it is necessary, in order to meet the reasonable needs of its *registered patients*, to take action to comply with the requirement in clause 16.5.1 so as to increase the proportion of appointments which are available for its *registered patients* to book online and, if so, take such action."
10. After **clause 16.5.2**, the following new clause is inserted:
- "16.5.2A A Contractor must promote and offer to its *registered patients*, in circumstances where the medical records of its *registered patients*

Choose an item.

are held on the Contractor's computerised clinical systems, the facility for any such patient to access online all information from the patient's medical record which is held in coded form unless:

- (a) in the reasonable opinion of the Contractor, access to such information would not be in the patient's best interests because it is likely to cause serious harm:
  - (i) to the patient's physical or mental health, or
  - (ii) to the physical or mental health of any other person;
- (b) the information includes a reference to any third party who has not consented to its disclosure; or
- (c) the information in the patient's medical record contains a free text entry and it is not possible under the Contractor's computerised clinical systems to separate that free text entry from other information in that medical record which is held in coded form."

11. **Clauses 16.5.5 and 16.5.6** are substituted as follows:

"16.5.5. The requirements in clause 16.5.2:

- (a) 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 16.5.2; and
- (b) only apply until such time as the Contractor is able to fully comply with the requirements in clause 16.5.2A.

16.5.6. The requirements in clause 16.5.2A do not apply where:

- (a) the Contractor does not have access to *GPSOC accredited computer systems and software* which would enable it to offer the online services described in that clause to its *registered patients*; and
- (b) the Contractor has, by 30th September 2015, publicised its plans to enable it to achieve those requirements by 31st March 2016 by displaying a statement of intent on the *practice premises* and, where the *practice* has a website, on the *practice website*."

12. After **clause 16.7**, the following new clause is inserted:

**"16.7A. Friends and Family Test**

16.7A.1 The Contractor must give all patients who use the Contractor's *practice* the opportunity to provide feedback about the service received from the *practice* through the *friends and family test*.

16.7A.2 The Contractor must-

Choose an item.

16.7A.2.1 report the results of completed *friends and family tests* to the Board; and

16.7A.2.2 publish the results of such completed Tests,

in the manner approved by the Board.”

13. After **clause 16.8**, the following new clause is inserted:

**“16.8A. Publication of earnings information**

16.8A.1 The Contractor must publish each year on its *practice* website (if it has one) the information specified in clause 16.8A.2.

16.8A.2 The information specified in this clause is:

(a) the mean net earnings in respect of the previous financial year of:

(i) all *general medical practitioners* who were party to the Contract for a period of at least six months during that financial year, and

(ii) any *general medical practitioners* who were employed or engaged by the Contractor to provide services under the Contract in the Contractor's *practice*, whether on a full-time or part-time basis, for a period of at least six months during that financial year; and

(b) the:

(i) total number of any *general medical practitioners* to whom the earnings information referred to in clause 16.8A.2(a) relates, and

(ii) (where applicable) the number of those practitioners who have been employed or engaged by the Contractor to provide services under the Contract in the Contractor's *practice* on a full time or a part time basis and for a period of at least six months during the financial year in respect of which that information relates.

16.8A.3 The information specified in clause 35B.2 must be:

(a) published by the Contractor before the end of the financial year following the financial year to which that information relates; and

(b) made available by the Contractor in hard copy form on request.

16.8A.4 For the purposes of clause 16.8A, “mean net earnings” are to be calculated by reference to the earnings of a *general medical practitioner* that, in the opinion of the Board, are attributable to the

Choose an item.

performance or provision by the practitioner under the contract of medical services to which Part 4 of the 2006 Act applies, after having disregarded any expenses properly incurred in the course of performing or providing those services.”

## Parts 17-20

No amendments.

### Part 21 Insurance

14. In the **clause 21.1**, the following amendments are made:
- (a) In clause 21.1.1 for “hold adequate insurance against liability arising from negligent performance of clinical services under the contract”, substitute “have in force in relation to it an indemnity arrangement which provides appropriate cover”;
  - (b) In clause 21.1.2 for “holds adequate insurance against liability arising from negligent performance of such services”, substitute “has in force in relation to it an indemnity arrangement which provides appropriate cover”;
  - (c) In clause 21.1.3(a) for ““insurance” means”, substitute ““indemnity arrangement” means”;
  - (d) In clause 21.1.3, after clause 21.1.3(a) (but before the following “and” insert:
    - “(aa) “appropriate cover” means cover against liabilities that may be incurred by the Contractor in the performance of clinical services under the Contract, which is appropriate, having regard to the nature and extent of the risks in the performance of such services;”;
  - (e) In clause 21.1.3(b), for “holding insurance if it is held by”, substitute “having in force in relation to it an indemnity arrangement if there is an indemnity arrangement in force in relation to”; and
  - (f) In clause 21.1.4, for “the insurance” substitute “an indemnity arrangement”.

## Parts 22-24

No amendments.

### Part 25 Dispute Resolution

15. In **clause 25.2.1**, clauses 25.2.1(a) and (b) are substituted as follows:
- “(a) if it relates to a period when the Contractor was treated as a *health service body*, by the Contractor or by the Board; or

Choose an item.

- (b) in any other case, by the Contractor or, if the Contractor agrees in writing, by the Board.”

## **Parts 26 - 27**

No amendments.

## **Part 28 Registered patients from outside practice area**

16. After **clause 28.1.3**, the following new clause is inserted:

“28.1.3A Where, under clause 28.1.1, a Contractor accepts onto its *list of patients* a person who resides outside of the Contractor’s *practice area* and the Contractor subsequently considers that it is not clinically appropriate or practical to continue to provide that patient with services in accordance with the terms specified in clause 28.1.3, or to comply with those terms, the Contract must be varied so as to include a term which has the effect of modifying the application of clause 13.10 (which relates to the removal of a patient from the list at the Contractor’s request) in relation to that patient so that—

- (c) in clause 13.10.1, the reference to the patient’s disability or medical condition is removed; and
- (d) clause 13.10.4 applies as if, after clause 13.10.4(a), there were inserted the following paragraph—

“(aa) the reason for the removal is that the Contractor considers that it is not clinically appropriate or practical to continue to provide services under the Contract to the patient which do not include the provision of such services at the patient’s home address”.”

## **Schedules 1 to 2**

No amendments.

## **Schedule 3 Information to be included in Practice Leaflets**

17. Immediately following paragraph 26 the following two paragraphs are inserted:

“27. Information about the assignment by the Contractor to its new and existing patients of an *accountable GP* in accordance with clause 7.7B.

28. Information about the assignment by the Contractor to its patients aged 75 and over of an *accountable GP* under clause 7.9.”



Choose an item.

## Schedules 4 to 7

No amendments.

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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: