

Standard General Medical Services Contract Variation Notice

October 2019



Standard General Medical Services Contract Variation Notice – October 2019

The text of the Standard General Medical Services Variation Notice October 2019 has been prepared by the Strategy and Innovation 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 model Standard General Medical Services Contract 2018/19 (April 2019).

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NHS ENGLAND AND NHS IMPROVEMENT
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Dear Sir/Madam

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

We give you notice under paragraph 57(2) of Schedule 3 to the National Health Service (General Medical Services Contracts) Regulations 2015 (S.I. 2015/1862) 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 Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2019/1137; and
- Amendments Relating to the Provision of Integrated Care Regulations 2019/248;

which are published on the government website legislation.gov.uk.

For the avoidance of doubt nothing in this notice shall affect accrued rights or liabilities up to the date of the variation.

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

1. The following amendments are made to **clause 1.1**:

1.1. in the definition of "additional services" omit sub-clause (b);

1.2. for the definition of "contraceptive services", substitute:

"contraceptive services" means the following services:

- (a) the giving of advice about the full range of contraceptive methods;
- (b) where appropriate, the medical examination of patients seeking such advice;
- (c) the treatment of such patients for contraceptive purposes and the prescribing of contraceptive substances and appliances (excluding the fitting and implanting of intrauterine devices and implants);
- (d) the giving of advice about emergency contraception and, where appropriate, the supplying or prescribing of emergency hormonal contraception;
- (e) the giving of advice and referral in cases of unplanned pregnancy including advice about the availability of free pregnancy testing in the Contractor's *practice area*;
- (f) the giving of initial advice about sexual health promotion and sexually transmitted infections; and
- (g) the referral as necessary to specialist sexual health services, including tests for sexually transmitted infections;"

1.3. Omit the definition of "GPSOC accredited computer systems and software";

1.4. After the definition of "Medical Register", insert:

"the MHRA" means the Medicines and Healthcare products Regulatory Agency;"

1.5. after the definition of "practice premises" insert:

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""**practice website**"" means any website through which the Contractor advertises the *primary medical services* it provides;";

1.6. after the definition of "primary medical services" insert:

""**private services**"" means the provision of any treatment which would amount to *primary medical services* if it were provided under or by virtue of a contract or agreement to which the provisions of Part 4 of the *2006 Act* apply;";

1.7. for the definition of "repeatable prescription", substitute:

""**repeatable prescription**"" means:

(a) a form provided by the Board, a local authority or *the Secretary of State* for the purpose of ordering a drug, medicine or *appliance* which is in the format required by the NHS Business Services Authority and which:

(i) is issued, or is to be issued, by a *repeatable prescriber* to enable a *chemist* or person providing *dispensing services* to receive payment for the provision of *repeat dispensing services*,

(ii) indicates, or is to indicate, that the drug, medicine or *appliance* ordered may be provided more than once, and

(iii) specifies, or is to specify, the number of occasions on which the drug, medicine or *appliance* may be provided; or

(b) in the case of an *electronic prescription* to which clause 14.3 applies, data created in an electronic form for the purpose of ordering a drug, medicine or *appliance*, which:

(i) is signed, or is to be signed, with a *prescriber's advanced electronic signature*,

(ii) is transmitted, or is to be transmitted, as an *electronic communication* to a *nominated dispenser* or via an information hub by the *Electronic Prescription Service*, and

(iii) indicates, or is to indicate, that the drug, medicine or *appliance* ordered may be provided more than once and

specifies, or is to specify, the number of occasions on which the drug, medicine or *appliance* may be provided;"

Part 7

2. After **clause 7.9A** insert the following new clause:

“7.9B. Direct booking by NHS 111

7.9B.1. The Contractor must ensure that as a minimum the following number of appointments during *core hours* for its *registered patients* are made available per day for direct booking by NHS 111:

- (a) one, where the Contractor has 3,000 *registered patients* or fewer; or
- (b) one for each whole 3,000 *registered patients*, where the Contractor has more than 3,000 *registered patients*.

7.9B.2. The Contractor must:

- (a) configure its computerised systems to allow direct booking by NHS 111;
- (b) monitor its booking system for appointments booked by NHS 111;
- (c) assess the *Post Event Message* received from NHS 111 in order to decide whether an alternative to the booked appointment should be arranged, such as a telephone call to the patient or an appointment with another *health care professional* and where appropriate, make those arrangements; and
- (d) co-operate with the Board in its oversight of direct booking by NHS 111 by providing any information relating to direct booking by NHS 111 which is reasonably required by the Board.

7.9B.3. The requirements in clauses 7.9B.1 and 7.9B.2 do not apply where:

- (a) the Board has agreed to a request from the Contractor to suspend the requirements for operational reasons; or
- (b) the Contractor does not have access to computer systems and software which would enable it to offer the service described in sub-clause 7.9B.1.

7.9B.4. In this clause 7.9B, "*Post Event Message*" means the electronic message which is sent to a contractor at the end of a telephone call to NHS 111."

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3. In sub-clause (b) of **clause 7.13.1**, after "enhanced service" insert the following wording:
“, except in relation to one provided under the Network Contract Directed Enhanced Service Scheme which is a scheme provided for by direction 5 of the Primary Medical Services (Directed Enhanced Services) Directions 2019”.

4. After **clause 7.13** insert the following new clauses:

“7.13A. Duty of co-operation: Primary Care Networks

7.13A.1. The Contractor must comply with the requirements in clause 7.13A.2 where it is:

- (a) signed up to the Network Contract Directed Enhanced Service Scheme (*"the Scheme"*); or
- (b) not signed up to *the Scheme* but its *registered patients* or *temporary residents*, are provided with services under the Scheme (*"the services"*) by a contractor which is a member of a *primary care network*.

7.13A.2. The requirements referred to in clause 7.13A.1 are that the Contractor must:

- (a) co-operate, in so far as is reasonable, with any person responsible for the provision of *the services*;
- (b) comply in *core hours* with any reasonable request for information from such a person or from the Board relating to the provision of *the services*;
- (c) have due regard to the guidance published by the Board;
- (d) participate in *primary care network* meetings, in so far as is reasonable;
- (e) take reasonable steps to provide information to its *registered patients* about *the services*, including information on how to access *the services* and any changes to them; and
- (f) ensure that it has in place suitable arrangements to enable the sharing of data to support the delivery of *the services*, business administration and analysis activities.

7.13A.3. For the purposes of this paragraph, "*primary care network*" means a network of contractors and other providers of services which has been

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approved by the Board, serving an identified geographical area with a minimum population of 30,000 people.

7.14. Private services

7.14.1. Where the Contractor proposes to provide *private services* in addition to *primary medical services*, to persons other than its *patients* the provision must take place:

- (a) outside of the hours the Contractor has agreed to provide *primary medical services*; and
- (b) on no part of any *practice premises* in respect of which the Board makes any payments pursuant to the National Health Service (General Medical Services - Premises Costs) Directions 2013 save where the *private services* are those specified in clause 19.1.2B."

Part 8

5. After sub-clause (b)(iii) of **clause 8.1.2**, insert the following new sub-clause:

"(iv) *contraceptive services*."

Part 9

6. The following amendments are made to **clause 9.1**:

6.1. In **clause 9.1.4** omit sub-clause (b);

6.2. In **clause 9.1.6** omit sub-clause (b); and

6.3. Omit **clause 9.1.8**.

7. Omit **clause 9.3**.

Part 10

8. In sub-clause (b)(i) of **clause 10.1.2**:

8.1. After the words “the Integrated Urgent Care Key Performance Indicators published on 25th June 2018”, insert the following wording:

“ (as amended from time to time)”;

and

8.2. For “<http://www.dh.gov.uk>”, substitute:

“<https://www.england.nhs.uk/publication/integrated-urgent-care-key-performance-indicators-and-quality-standards-2018/>”

Part 14

9. In **clause 14.2.1**, omit the words “if the Contractor has contracted to provide contraceptive services,”.

10. After **clause 14.5**, insert the following new clauses:

“14.5A. ***Electronic repeat dispensing services***

14.5A.1. Subject to clauses 14.2.2 to 14.2.15, 14.3, 14.5.1 to 14.5.8 and 14.5.10(b) to 14.5.12, where a *prescriber* orders a drug, medicine or *appliance* by means of an *electronic repeatable prescription*, the *prescriber* must issue the prescription in a format appropriate for *electronic repeat dispensing services* where:

(a) it is clinically appropriate to do so for that patient on that occasion;
and

(b) the patient consents.

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- 14.5A.2. For the purposes of clause 14.5A.1, "*electronic repeat dispensing services*" means pharmaceutical services or *local pharmaceutical services* which involve the provision of drugs, medicines or *appliances* by a *nominated dispenser* in accordance with an *electronic repeatable prescription* which has a specified number of identical issues of drugs, medicines or *appliances* associated with it for dispensation over a period of time up to but not exceeding 12 months."

Part 15

11. In **clause 15.4.1**, for:

"<http://www.nhsemployers.org/PayAndContracts/GeneralMedicalServicesContract/GMSContractChanges/gmscontract200304/Pages/NewGMSContract200304.aspx>",

substitute:

"<https://www.nhsemployers.org/-/media/Employers/Documents/Pay-and-reward/TCS-GP-GMS-150409.pdf>".

Part 16

12. The following amendments are made to **clause 16.5**:

- 12.1. For **clause 16.5.3**, substitute:

"16.5.3. The Contractor must when complying with the requirements in clause 16.5.1(a):

(a) ensure that a minimum of 25% of its appointments per day during *core hours* are made available for online booking, whether or not those appointments are booked online, by telephone or in person, to include all appointments which must be made available for direct booking by NHS 111 in accordance with clause 7.9B; and

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(b) consider whether it is necessary, in order to meet the needs of its registered patients, to increase the proportion of appointments which are available for its *registered patients* to book online and, if so, increase that number.”;

12.2. After **clause 16.5.3**, insert the following new clause:

“16.5.3A. In the case of appointments required to be made available for direct booking by NHS 111, in accordance with clause 7.9B, those appointments can be released to be booked by the Contractor’s *registered patients* by any means in the two hour period within *core hours* prior to the appointment time, or such other period agreed pursuant to a *local arrangement*, if they have not been booked by NHS 111 prior to this time.”;

12.3. Omit **clauses 16.5.4** and **16.5.6**; and

12.4. After **clause 16.5.5**, insert the following new clauses:

“16.5.5A. In addition to complying with the requirements in clauses 16.5.1 and 16.5.5, the Contractor must offer to its *newly registered patients*, the facility to access online all information entered onto the patient's medical record on or after 1st October 2019 in so far as its computerised clinical systems and redaction software allow, 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 to:

(i) the patient's physical or mental health, or

(ii) the physical or mental health of any other person; or

(b) the information includes a reference to any third party who has not consented to its disclosure.

16.5.5B. In clauses 16.5.1 to 16.5.5A:

(a) "*local arrangement*" means an arrangement between the Contractor and the Board as to the timeframe within which

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appointments not booked by NHS 111 can be released for booking by the Contractor's *registered patients*; and

(b) "*newly registered patient*" means a person who becomes a *registered patient* on or after 1st October 2019."

13. After **clause 16.7A**, insert the following new clauses:

16.7B. Use of NHS primary care logo

16.7B.1 Where the Contractor chooses to apply the NHS primary care logo to signage, stationery, leaflets, posters, its *practice website* or to any other form of written representation relating to the primary care services it provides, it must have regard to guidance concerning use of the NHS primary care logo produced by the Board (this guidance is available on the Board's website at: <https://www.england.nhs.uk/nhsidentity/identity-guidelines/primary-care-logo/>).

16.7C. Marketing campaigns

16.7C.1 The Contractor must participate in a manner reasonably requested by the Board in up to 6 marketing campaigns in each *financial year*.

16.7D. Advertising *private services*

16.7D.1 The Contractor must not advertise the provision of *private services*, either itself or through any other person, whether the Contractor provides the services itself or they are provided by another person, by any written or electronic means where the same are used to advertise the *primary medical services* it provides."

14. Omit **clause 16.8B**.

15. After **clause 16.8G**, insert the following new clause:

16.8H. MHRA Central Alerting System

16.8H.1 The Contractor must:

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- (a) provide to *the MHRA* on request, an electronic mail address which is registered to the Contractor's *practice*;
- (b) monitor that address;
- (c) if that address ceases to be registered to the *practice*, notify *the MHRA* immediately of its new electronic mail address; and
- (d) provide to *the MHRA* on request, one or more mobile telephone numbers for use in the event that the contractor is unable to receive electronic mail."

Part 19

16. After **clause 19.1.2**, insert the following new clauses:

"19.1.2A. The Contractor must not, either itself or through any other person, demand or accept from any of its patients a fee or other remuneration for its own benefit or for the benefit of another person, for the completion, in relation to the patient's mental health, of:

- (a) a mental health evidence form; or
- (b) any examination of the patient or of the patient's medical record in order to complete the form;

the purpose of which is to assist creditors in deciding what action to take where the debtor has a mental health problem.

19.1.2B. The Contractor must not, either itself or through any other person, demand or accept from anyone who is not a patient of the Contractor, a fee or other remuneration for its own benefit or for the benefit of another person, for either of the following services provided on *practice premises* to which clause 7.14.1B applies, unless those services are provided outside of *core hours*:

- (a) for treatment consisting of an immunisation for which the Contractor receives no remuneration from the Board when provided

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to its patients and which is requested in connection with travel
abroad; or

(b) for prescribing or providing drugs or medicines for malaria
chemoprophylaxis.”

Part 26

17. After **clause 26.3**, insert the following new clause:

“26.3A. Variation of the Contract: integrated care provider contracts

26.3A.1 Schedule 8 applies in relation to the variation of the
Contract in circumstances where the Contractor wishes to
perform or provide *primary medical services* under an
integrated care provider contract as described in Schedule
8.”

Schedule 4

18. For the table in **Schedule 4**, substitute the following table:

Indicator ID	Indicator Description
<i>Clinical domain</i>	
CHD003	The percentage of patients with coronary heart disease whose last measured cholesterol (measured in the preceding 12 months) is 5 mmol/l or less
CKD002	The percentage of patients on the CKD register in whom the last blood pressure reading (measured in the preceding 12 months) is 140/85 mmHg or less
CKD004	The percentage of patients on the CKD register whose notes have a record of a urine albumin: creatinine ratio (or protein: creatinine ratio) test in the preceding 12 months
NM84	The percentage of patients on the CKD register with hypertension and proteinuria who are currently treated with renin-angiotensin system antagonists
CVD-PP002	The percentage of patients diagnosed with hypertension (diagnosed after or on 1st April 2009) who are given lifestyle advice in the preceding 12 months for: smoking cessation, safe alcohol consumption and healthy diet
DM005	The percentage of patients with diabetes, on the register, who have a record of an albumin: creatinine ratio test in the preceding 12 months

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DMO11	The percentage of patients with diabetes, on the register, who have a record of retinal screening in the preceding 12 months
EP002	The percentage of patients 18 or over on drug treatment for epilepsy who have been seizure free for the last 12 months recorded in the preceding 12 months
EP003	The percentage of women aged 18 or over and who have not attained the age of 55 who are taking antiepileptic drugs who have a record of information and counselling about contraception, conception and pregnancy in the preceding 12 months
LD002	The percentage of patients on the learning disability register with Down's syndrome aged 18 or over who have a record of blood TSH in the preceding 12 months
MH004	The percentage of patients aged 40 or over with schizophrenia, bipolar affective disorder and other psychoses who have a record of total cholesterol: hdl ratio in the preceding 12 months
MH005	The percentage of patients aged 40 or over with schizophrenia, bipolar affective disorder and other psychoses who have a record of blood glucose or HbA1c in the preceding 12 months
MH007	The percentage of patients with schizophrenia, bipolar affective disorder and other psychoses who have a record of alcohol consumption in the preceding 12 months
MH008	The percentage of women aged 25 or over and who have not attained the age of 65 with schizophrenia, bipolar affective disorder and other psychoses whose notes record that a cervical screening test has been performed in the preceding 5 years
PAD002	The percentage of patients with peripheral arterial disease in whom the last blood pressure reading (measured in the preceding 12 months) is 150/90 mmHg or less
PAD003	The percentage of patients with peripheral arterial disease in whom the last measured total cholesterol (measured in the preceding 12 months) is 5 mmol/l or less
PAD004	The percentage of patients with peripheral arterial disease with a record in the preceding 12 months that aspirin or an alternative anti-platelet is being taken
RA003	The percentage of patients with rheumatoid arthritis aged 30 or over and who have not attained the age of 85 who have had a cardiovascular risk assessment using a CVD risk assessment tool adjusted for RA in the preceding 12 months
RA004	The percentage of patients aged 50 or over and who have not attained the age of 91 with rheumatoid arthritis who have had an assessment of fracture risk using a risk assessment toll adjusted for RA in the preceding 24 months
SMOK001	The percentage of patients aged 15 or over whose notes record smoking status in the preceding 24 months
STIA005	The percentage of patients with a stroke shown to be non-haemorrhagic, or a history of TIA whose last measured total cholesterol (measured in the preceding 12 months) is 5 mmol/l or less
THY001	The contractor establishes and maintains a register of patients with hypothyroidism who are currently treated with levothyroxine
THY002	The percentage of patients with hypothyroidism, on the register, with thyroid function tests recorded in the preceding 12 months"

Schedule 7

19. After **Schedule 7**, insert the following new schedule:

“SCHEDULE 8

Suspension and reactivation of the Contract

1. Interpretation

In this Schedule—

“*integrated care provider*” means a person, other than a person specified in paragraph 3(3), who is party to an *integrated care provider contract*;

“*integrated care provider contract*” has the meaning given in paragraph 3.

2. Right to suspend the Contract

(1) Where the Contractor wishes to perform or provide *primary medical services* under an *integrated care provider contract*, the Contractor must give notice in writing to the Board of that intention in accordance with paragraph 4 and the Board must agree to suspend the operation of the Contract in accordance with the requirements of, and subject to the conditions set out in, this Schedule.

(2) The Board must not suspend the Contract until—

(a) the Contractor has informed the Board of the date on which the Contractor intends to begin performing or, as the case may be, providing *primary medical services* under an *integrated care provider contract*; and

(b) the Board has given notice in writing to each person on the Contractor’s list of *registered patients* that:

(i) the Contractor intends to perform or, as the case may be, provide *primary medical services* under an *integrated care provider contract* with effect from that date; and

(ii) the person will be transferred on to the list of registered service users of the *integrated care provider* on that date unless the person decides to register with another provider of *primary medical services* before that date.

(3) Where the Board suspends the operation of the Contract, the Contractor is released from any obligation to provide *primary medical services* under the Contract to the Contractor’s list of *registered patients* from the date on which that suspension takes effect.

3. *Integrated care provider contracts*

(1) For the purposes of this Schedule, an “*integrated care provider contract*” is a contract entered into on or after 1st April 2019 which satisfies the following sub-paragraphs.

(2) An *integrated care provider contract* must be between—

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- (a) one or more of the persons specified in sub-paragraph (3); and
- (b) a person who is a provider of services specified in sub-paragraph (5).

(3) The persons specified in this sub-paragraph are—

- (a) the Board;
- (b) one or more CCGs; or
- (c) one or more local authorities in England.

(4) An *integrated care provider contract* must—

- (a) relate to the provision of two or more of the services specified in sub-paragraph (5); and
- (b) not be a contract to which sub-paragraph (6) applies.

(5) The services specified in this sub-paragraph are—

- (a) *primary medical services*;
- (b) *secondary care services*;
- (c) *public health services*; and
- (d) *adult social care services*,

and include such services where they are provided under arrangements entered into by an NHS body or a local authority in England by virtue of section 75 of *the 2006 Act*.

(6) This sub-paragraph applies to a contract for the provision of *primary medical services* to which directions given by *the Secretary of State* under section 98A of *the 2006 Act* relating to the provision of alternative provider medical services under section 83(2) of *the 2006 Act* apply.

(7) In this paragraph—

“*adult social care services*” means services provided pursuant to the exercise of the adult social services functions of a local authority in England;

“*adult social services functions*” means social services functions within the meaning of section 1A of the Local Authority and Social Services Act 1970 so far as relating to persons aged 18 or over, excluding any function to which Chapter 4 of Part 8 of the Education and Inspections Act 2006 applies;

“*primary medical services*” means services which the Board considers it appropriate to secure the provision of under section 83(2) of *the 2006 Act*;

“*public health functions*” means:

- (a) the public health functions of *the Secretary of State* under the following provisions of *the 2006 Act*:

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- (i) section 2A;
- (ii) section 2B;
- (iii) paragraphs 8 and 12 of Schedule 1;

(b) the public health functions of a local authority in England under the following provisions of *the 2006 Act*, and any regulations made under these provisions—:

- (i) section 2B;
- (ii) section 111; or
- (iii) paragraphs 1 to 7B or 13 of Schedule 1;

(c) the public health functions of *the Secretary of State* that a local authority in England is required to exercise by virtue of regulations made under section 6C(1) of *the 2006 Act*, or

(d) the public health functions of *the Secretary of State* where they are exercised by the Board, a CCG or a local authority in England where those bodies are acting pursuant to arrangements made under section 7A *the 2006 Act*;

“public health services” are services which are provided pursuant to the exercise of *public health functions*;

“secondary care services” means—

- (a) such services, accommodation or facilities as a CCG considers it appropriate to make arrangements for the provision of under or by virtue of section 3 or 3A of *the 2006 Act*; or
- (b) such services or facilities as the Board is required by *the Secretary of State* to arrange by virtue of regulations made under section 3B of *the 2006 Act*.

(8) For the purposes of this paragraph, any of the following is a local authority in England:

- (a) a county council;
- (b) a county borough council;
- (c) a district council;
- (d) a London borough council;
- (e) the Common Council of the City of London;
- (f) the Council of the Isles of Scilly.

4. Notice of intention to suspend the Contract

A notice under paragraph 2(1) must:

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(a) state that the Contractor wishes to suspend the Contract and specify the date on which the Contractor would like the proposed suspension to take effect which must be a date which:

- (i) falls at least one month after the date on which the notice was given, and
- (ii) immediately precedes the date on which the Contractor intends to begin performing or, as the case may be, providing *primary medical services* under the relevant *integrated care provider contract*,

(b) give the name of each person who is a party to the Contract who intends to perform or, as the case may be, provide *primary medical services* under an *integrated care provider contract*, and

(c) confirm that the Contractor has agreed, as appropriate, to the suspension of the Contract.

5. Suspension of the Contract: general

(1) Subject to sub-paragraph (2), the suspension of the Contract is effective for a minimum period of two years beginning with the date on which that suspension takes effect which must be:

- (a) the date specified in the notice given under paragraph 2(1); or
- (b) such later date as the Board may approve in the circumstances of a particular case.

(2) The suspension of the Contract is effective for a period of less than two years beginning with the date on which that suspension takes effect under sub-paragraph (1) only in a case where the relevant *integrated care provider contract* terminates or expires or is varied as described in paragraph 9(1) before the end of that period.

(3) Where the Board suspends the Contract, the Contractor may not receive payments from the Board in respect of any period during which the Contract is suspended.

(4) The Board must, before the end of the period of—:

- (a) three months beginning with the date on which the suspension of the Contract takes effect; or
- (b) such longer period as may be agreed between the Board and the Contractor in the circumstances of a particular case,

pay the Contractor any outstanding payments owed to the Contractor in respect of the provision of *primary medical services* by the Contractor under the Contract in accordance with the terms of directions given by the Secretary of State under section 87 *the 2006 Act*.

6. Notice of intention to reactivate the Contract

(1) A notice under paragraph 7(1) must be given to the Board by the Contractor at least six months before the date on which the proposed reactivation of the Contract is to take effect.

(2) A notice under paragraph 7(1) must:

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(a) state that the Contractor wishes to reactivate the Contract and specify the date on which the Contractor would like the proposed reactivation to take effect which must be a date which:

- (i) falls at least six months after the date on which the notice was given, and
- (ii) immediately follows the date on which the Contractor intends to cease performing, or as the case may be, providing *primary medical services* under the relevant *integrated care provider contract*,

(b) give the name of each person who is a party to the Contract who intends to resume the provision of *primary medical services* under the contract; and

(c) confirm that the Contractor has agreed, as appropriate, to the reactivation of the contract.

7. Right to reactivate the Contract

(1) The Board must reactivate the Contract under this paragraph where the Contractor has given notice in writing to the Board in accordance with paragraph 6 of the intention to reactivate the contract in accordance with the requirements of, and subject to the conditions set out in, this Schedule.

(2) The Board must only reactivate a contract under this paragraph with effect from:

- (a) the date which falls on the second anniversary of the date on which the suspension of that Contract took effect; or
- (b) subsequently, on a date which falls every two years after the date specified in paragraph (a) during the duration of the *integrated care provider contract*.

8. Reactivation of the Contract: general

(1) The reactivation of the Contract is effective on the date which falls immediately after the date on which the Contractor ceases performing or, as the case may be, providing *primary medical services* under an *integrated care provider contract* which must be:

- (a) the date specified in the notice given under paragraph 7(1); or
- (b) such later date as the Board may approve in the circumstances of a particular case.

(2) The Board must not reactivate a contract unless the conditions specified in sub-paragraph (3) are met.

(3) The conditions specified in this sub-paragraph are that—

- (a) the Contractor remains eligible to hold the Contract in accordance with the conditions set out in regulations 5 and 6 of the Regulations at the date on which the reactivation of the contract is to take effect; and
- (b) the Board is satisfied that, during the period in which the Contract was suspended, the Contractor has not acted or failed to act in a manner that gives rise to the Board's right to terminate the contract under any of the provisions of Part 26 of the Contract.

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(4) Where the reactivation of the Contract is intended to take effect on the second anniversary of the date on which the suspension of the Contract took effect, the Board must notify in writing each person who resides in the Contractor's former *practice area* and who was on the list of registered service users of the *integrated care provider* that:

(a) the Contractor intends to resume the provision of *primary medical services* under the Contract in respect of people who reside in the Contractor's former *practice area* from the date specified in the notice; and

(b) if the person was on the Contractor's list of *registered patients* immediately prior to the date on which the suspension of the Contract took effect, the person will transfer onto the Contractor's list of *registered patients* from the date specified in the notice unless the person decides to remain registered with the *integrated care provider* or registers with another provider of *primary medical services* before that date.

(5) Where the reactivation of the Contract is intended to take effect after the second anniversary of the date on which the suspension of that contract took effect, the Board must notify in writing each person who resides in the Contractor's former practice area and who was on the list of registered service users of the *integrated care provider* that:

(a) the Contractor intends to resume the provision of *primary medical services* under the Contract in respect of people who reside in the Contractor's former *practice area* from the date specified in the notice; and

(b) the person will remain on the list of registered service users of the *integrated care provider* from the date specified in the notice unless the person decides to register with the Contractor or with another provider of *primary medical services* before that date.

(6) Where the Contract is reactivated by the Board, the terms of the Contract which are to apply are those terms which are effective at the date on which the reactivation takes effect subject to any variation of those terms which may be agreed between the Contractor and the Board.

9. Termination, expiry or variation of an *integrated care provider contract*

(1) Where, at any time, an *integrated care provider contract* terminates or expires or is varied so that it no longer requires the *integrated care provider* to provide *primary medical services* in respect of people who reside in the Contractor's former *practice area*:

(a) the Board must, subject to the conditions specified in paragraph 8(3), reactivate the Contract with effect from the date which falls immediately after the date on which the *integrated care provider contract* terminated or, as the case may be, expired or was varied; and

(b) the Contractor must, with effect from that date, resume the provision of *primary medical services* under the Contract to people who reside in the Contractor's former *practice area*.

(2) Where an *integrated care provider contract* terminates or expires or is varied as described in sub-paragraph (1), the Board must notify in writing each person who resides in the Contractor's former *practice area* and who was on the list of registered service users of the *integrated care provider* immediately before the date on which the *integrated care provider contract* terminated or, as the case may be, expired or was varied that:

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(a) the Contractor has resumed providing *primary medical services* under the Contract from a specified date in respect of people who reside in the Contractor's former *practice area*; and

(b) the person will transfer onto the Contractor's list of *registered patients* from the date specified unless the person decides to register with another provider of *primary medical services* before that date."

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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: