

Standard General Medical Services Contract Variation Notice



Standard General Medical Services (GMS) Contract Variation Notice

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Prepared by Hill Dickinson on behalf of NHS England

The text of the Standard General Medical Services (GMS) Contract Variation Notice August 2025 has been prepared by Hill Dickinson on behalf of NHS England.

It is prepared on the basis that the signed contract to be varied is in the form of the NHS England Standard General Medical Services Contract and is up to date with all prior variation notices (up to and including the NHS England Standard General Medical Services Contract Variation Notice August 2024).

Equalities and health inequalities statement

"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."

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 National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2025;

which came into force since the last update to the Standard General Medical Services Contract.

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.



Standard General Medical Services Contract Variation Notice

Dated:

Signed:

on behalf of [INSERT ICB NAME]

Print name:

Wording of Variations

Part 1

1. In clause 1.1, **insert** the following definition:

“**Primary Medical Services (Directed Enhanced Services) Directions**” means directions relating to provision of *enhanced services* given to *NHS England* under section 98A(3) of the *2006 Act*.”.

Part 7

2. **Replace** clause 7.5.1 with:

“7.5.1 The Contractor must take steps to ensure that all of the following means of contacting the Contractor are available for patients throughout core hours:

- (a) by attending the Contractor’s *practice premises*;
- (b) by telephone; and
- (c) through the practice’s *online consultation tool* within the meaning give in sub-clause 16.5ZD.2.”.

3. Immediately after clause 7.5.1, **insert**:

“7.5.1A The Contractor must take steps to ensure that a patient who contacts the Contractor through:

- (a) any of the means listed in sub-clause 7.5.1(a) to (c); or
- (b) a relevant electronic communication method within the meaning given in sub-clause 16.5ZE.3,

is provided with an appropriate response in accordance with the following sub-clauses.”.

4. In clause 7.5.3(a), **delete** the words “under sub-clause 7.5.1”.
5. In clause 7.13.1(b), **replace** the words “direction 4 of the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2021” with the words “the *Primary Medical Services (Directed Enhanced Services) Directions*”.

Part 13

6. At the beginning of clause 13.5.1, **insert** the words “Subject to sub-clause 13.5.1.3,”.
7. Immediately after clause 13.5.1, **insert**:
 - “13.5.1.1. The Commissioner may, following consultation with the *Local Medical Committee* (if any) for the area in which the Contractor provides services under the Contract, determine that in certain circumstances the Commissioner’s approval is required before a contractor accepts an application for inclusion in its *list of patients* in respect of a patient who resides outside the Contractor’s *practice area*.
 - 13.5.1.2. Where the Commissioner has made a determination in accordance with sub-clause 13.5.1.1. it must set out the circumstances in which its approval is required in a notice to the Contractor.
 - 13.5.1.3. Where the Commissioner has made a determination in accordance with sub-clause 13.5.1.1., the Contractor may only accept an application for inclusion in its *list of patients* in respect of a person who resides outside the Contractor’s *practice area* in the circumstances set out in a notice given under sub-clause 13.5.1.2. with the Commissioner’s approval.”.
8. In clause 13.11.1A(b), after the words “primary medical services”, **insert** the words “in response to a request for removal under clause 13.11.1”.
9. In clause 13.11.1B(a), **delete** the words “set up in accordance with direction 8 of the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2021”.
10. Immediately after clause 13.11.2A, **insert**:
 - “13.11.2B. In sub-clause 13.11.1B “Violent Patient Scheme” means a scheme set up in accordance with the *Primary Medical Services (Directed Enhanced Services) Directions* to provide primary medical services to those removed from a contractor’s list of patients under clause 13.11.1.”.
11. In clause 13.13.3(a), **replace** the word “six” with the word “three”.

Part 15

12. In clause 15.9.9A, **replace** the words “direction 4 of the *Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2021*” with the words “the *Primary Medical Services (Directed Enhanced Services) Directions*”.

Part 16

13. Immediately after clause 16.2.1, **insert:**

“16.2A Enabling access to *patient records* through *GP Connect*”

16.2A.1. Where the Contractor holds a *patient’s record* on its computerised clinical systems, the Contractor must ensure that its computerised clinical systems are configured to enable:

- (a) *GP Connect Access Record HTML* and *GP Connect Access Record Structured*; and
- (b) *GP Connect Update Record*.

16.2A.2 The Contractor must take all reasonable steps to ensure that the functionality referred to in sub-clause 16.2A.1. is operational at all times.

16.2A.3 In this clause:

“*GP Connect*” means the national service known as GP Connect provided by *NHS England* which facilitates interconnectivity between computerised clinical systems;

“*GP Connect Access Record HTML*” means the functionality within GP Connect that allows records to be viewed in Hypertext Markup Language by other users of GP Connect for the purpose of direct care to a *patient*;

“*GP Connect Access Record Structured*” means the functionality within GP Connect that allows records to be viewed in a structured and coded format that is machine readable by other users of GP Connect for the purpose of direct care to a *patient*;

“*GP Connect Update Record*” means the functionality within GP Connect that allows consultation summaries to be sent electronically to the contractor by other users of GP Connect for integration into the patient’s record; and

“*patient’s record*” means computerised records kept in relation to a *patient* in accordance with clause 16.1.2(b).”.

14. Immediately after clause 16.7E.5A(b), **insert:**

“and

- (c) the General Practice Patient Guidance published on the *NHS England* website.”.

15. Immediately after clause 16.8J.1, **insert:**

“16.8K. Recording and reviewing patient safety events

16.8K.1. The Contractor must register for, and maintain an account with, the *LFPSE Service* that has administrator rights.

16.8K.2. In this regulation, “LFPSE Service” refers to the centralised system provided by *NHS England* to record information and provide data and analysis about events involving patient safety.”.

Part 26

16. **Replace** clause 26.3.1 with:

“26.3.1. Subject to clause 26.3.3, where the Contractor consists of two or more persons practising in partnership, and that partnership is terminated or dissolved, the Contract may only continue with one or more of the former partners if the conditions in clause 26.3.1A are satisfied.”.

15. Immediately after clause 26.3.1, **insert:**

“26.3.1A. The conditions are:

- (a) that partner is, or those partners are, named in a notice given under clause 26.3.2;
- (b) where one partner is named, that partner is a medical practitioner who satisfies the condition in regulation 5(1)(a) of *the Regulations*;
- (c) where more than one partner is named:
 - (i) each of those partners is either a medical practitioner or a person who satisfies the conditions specified in section 86(2)(b) of *the 2006 Act* (persons eligible to enter into GMS contracts); and
 - (ii) the new partnership satisfies the conditions imposed by regulations 5 and 6 of *the Regulations*; and
- (d) the requirements in clauses 26.3.2 and 26.3.2A are met.”.

17. **Replace** clause 26.3.2 with:

“26.3.2. The Contractor must give notice in writing to the Commissioner of:

- (a) the intention to change its status from that of a partnership to that of an individual medical practitioner; or
- (b) the intention to change the composition of the partnership.

26.3.2A. A notice given under clause 26.3.2 must:

- (a) specify the date on which the Contractor would like to change its status or composition, which must be at least 28 days after the date on which the Contractor gives notice to the Commissioner under clause 26.3.2;
- (b) specify:
 - (i) where notice is given under clause 26.3.2(a) the name of the medical practitioner with whom the Contract is to continue;
 - (ii) where notice is given under clause 26.3.2(b) the name and contact details of the partners with whom the Contract is to continue; and
- (c) be signed by each partner in the partnership.”.

18. In clause 26.3.10, after the words “is to take effect”, **insert** the words “or the change in composition of the partnership”.

19. Immediately after clause 26.10.3(t)(ii), **insert**:

“or

- (iii) the partnership has dissolved in circumstances where sub-clause 26.10.3(t)(i) and clause 26.3.3 do not apply and none of the former members of the partnership has been named in a notice given under clause 26.3.2 to continue the contract in accordance with clause 26.3.1;”.

Part 28

20. In clause 28.1.1, after the words “Contractor’s *practice area*”, **insert** the words “in accordance with clauses 13.5.1 to 13.5.7”.



Standard General Medical Services Contract Variation Notice

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: