

STANDARD GENERAL MEDICAL SERVICES CONTRACT VARIATION
NOTICE – APRIL 2012

The text of the Standard General Medical Services Variation Notice April 2012 has been prepared by the Department of Health's Solicitors and approved by the BMA's Legal Department. 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.

WORDING OF VARIATIONS

PART 1 DEFINITIONS AND INTERPRETATION

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

1.1 Immediately after the **definition of “1990 Act”**, the following new definition is inserted:

““2006 Act” means the National Health Service Act 2006;”.

1.2. In the **definition of “additional services”**, in sub-paragraphs (c) and (d) “vaccinations” is replaced by “vaccines”.

1.3. In the **definition of “assessment panel”** “paragraphs 31 and 35” is replaced by “paragraph 35”.

1.4. In the **definition of “childhood vaccinations and immunisations”** “vaccinations” is replaced by “vaccines”.

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

““**Patient Choice Scheme**” means the scheme of that name established by the Secretary of State under which primary medical services may be provided to persons under arrangements made in accordance with directions given by the Secretary of State under section 8 of the 2006 Act;”.

PARTS 2 to 7

No variations.

PART 8 ADDITIONAL SERVICES

2. In **clause 56**, in sub-clauses 56.3 and 56.4, “vaccinations” in each place it appears, is replaced by “vaccines”.
3. In **clause 58**, in sub-clauses 58.3 and 58.4, “vaccinations” in each place it appears, is replaced by “vaccines”.
4. In the heading immediately above **clause 72** and in the footnote to that heading, “vaccinations” in each place it appears, is replaced by “vaccines”.
5. **Clause 72** is replaced as follows:

“72. The Contractor must comply with sub-clauses 72.1 and 72.3.

72.1. The Contractor must—

72.1.1. offer to provide to patients all vaccines and immunisations (other than childhood immunisations and the combined Haemophilus influenza type B and Meningitis C booster vaccine) of the type and in the circumstances set out in the GMS Statement of Financial Entitlements;

72.1.2. take into account the individual circumstances of the patient, consider whether immunisation ought to be administered by the Contractor or other health

professional or a prescription form ought to be provided for the purpose of the patient self-administering immunisation;

72.1.3. provide appropriate information and advice to patients about such vaccines and immunisations;

72.1.4. record in the patient's record any refusal of the offer referred to in clause 72.1.1;

72.1.5. where the offer is accepted and immunisation is to be administered by the Contractor or other health professional, include in the patient's record the information specified in sub-clause 72.2; and

72.1.6. where the offer is accepted and the immunisation is not to be administered by the contractor or other health professional, issue a prescription form for the purpose of self-administration by the patient.

72.2 The specified information referred to in sub-clause 72.1.5 is—

72.2.1. the patient's consent to immunisation or the name of the person who gave consent to the immunisation and that person's relationship to the patient;

72.2.2. the batch numbers, expiry date and title of the vaccine;

72.2.3. the date of administration;

72.2.4. in a case where two vaccines are administered by injection in close succession, the route of administration and the injection site of each vaccine;

72.2.5. any contraindications to the vaccine or immunisation; and

72.2.6. any adverse reactions to the vaccine or immunisation.

72.3. The contractor must ensure that all staff involved in the administration of immunisations are trained in the recognition and initial treatment of anaphylaxis.

72.4. In this Clause 72, “patient records” means the record which is kept in accordance with 426 to clause 434.”.

6. In the heading immediately above **clause 74** and in the footnote to that heading for “vaccinations” in each place it appears, replace by “vaccines”.

7. **Sub-clause 74.1** is replaced as follows:

“offer to provide to children, all vaccines and immunisations of the type and in the circumstances which are set out in the GMS Statement of Financial Entitlements;”.

8. In **sub-clause 74.2**, “vaccinations” is replaced by “vaccines”.

9. In **sub-clause 74.4**;

(a) omit “vaccinations and”,

- (b) in sub-clause 74.4.1 omit “vaccination or”, and
- (c) in sub-clauses 74.4.5 and 74.4.6., replace “vaccination or immunisation” in each place they occur by “vaccine”.

PARTS 9 to 11

No variations.

PART 12 PATIENTS

10. After **clause 162** there is inserted:

“Outer boundary area¹

162A. The area, other than the area referred to in clause 162, which is to be known as the outer boundary area is []

162B. Where a patient moves into the outer boundary area referred to in clause 162A and wishes to remain on the Contractor’s list of patients, the patient may remain on that list if the Contractor so agrees, notwithstanding the patient no longer resides in the area referred to in clause 162.

162C. Where a patient remains on the Contractor’s list of patients as a consequence of clause 162B, the outer boundary area is to be treated as part of the practice area for the purposes of the application of any other terms and conditions of this contract in respect of that patient.”

11. For the footnote to **clause 163**, substitute:

¹ Clauses 162A, 162B and 162C must be included and clause 182 amended only where the parties agree there is to be an outer boundary area

“The Contract must specify whether, at the date the Contract comes into force, the Contractor’s list of patients will be *open* or *closed*. Please delete as appropriate. This clause is required by regulation 18(1)(e) of the *Regulations*.”

12. For **clause 164** substitute:

“[The Contractor’s list of patients shall remain closed for a period of []² from the date on which the Contract comes into force. The Contractor’s list of patients shall remain closed for that whole period, unless the Contractor successfully applies for an extension to the closure period in accordance with clauses 250A to 250K or the Contractor or the PCT agree that the Contractor should re-open its list of patients in accordance with clause 250L.]³”.

13. Omit clause 165.

14. In **clause 182** at the end after “*practice area*” insert “or that the applicant lives in the outer boundary area referred to in clause 162A”.

15. **Clause 230 to clause 240** inclusive and the heading to those clauses are replaced as follows—

“Application for closure of list of patients

230. Where the Contractor wishes to close its list of patients, the Contractor must send a written application (“the Application”) to close its list to the PCT and the Application must include the following details—

² A period of at least 3 months and not more than 12 months should be inserted here.

³ This clause should only be included if clause 163 states that the Contractor’s list is *closed*.

230.1. the options which the Contractor has considered, rejected or implemented in an attempt to relieve the difficulties which the Contractor has encountered in respect of its open list and, if any of the options were implemented, the level of success in reducing or extinguishing such difficulties;

230.2. any discussions between the Contractor and its patients and a summary of those discussions including whether in the opinion of those patients the list of patients should or should not be closed;

230.3. any discussions between the Contractor and other contractors in the practice area and a summary of the opinion of the other contractors as to whether the list of patients should or should not be closed;

230.4. the period of time during which the Contractor wishes its list of patients to be closed and that period must not be less than 3 months and not more than 12 months;

230.5. any reasonable support from the PCT which the Contractor considers would enable its list of patients to remain open or would enable the period of proposed closure to be minimised;

230.6. any plans the Contractor may have to alleviate the difficulties mentioned in the Application during the period the list of patients may be closed in order for that list to reopen at the end of the proposed closure period without the existence of those difficulties; and

230.7. any other information which the Contractor considers ought to be drawn to the attention of the PCT.

231. The PCT must—

231.1. acknowledge receipt of the Application within a period of 7 days starting on the date the Application was received by the PCT; and

231.2. consider the Application and may request such other information from the Contractor which it requires to enable it to consider the Application.

232. The PCT must enter into discussions with the Contractor concerning—

232.1. the support which the PCT may give the Contractor; or

231.2. changes which the PCT or Contractor may make,

to enable the Contractor to keep its list of patients open.

233. The PCT and Contractor must, throughout the discussions referred to in clause 232 use its reasonable endeavours to achieve the aim of keeping the Contractor's list of patients open.

234. The PCT or the Contractor may, at any stage during the discussions, invite the Local Medical Committee for its area (if any) to attend any meetings arranged between the PCT and Contractor to discuss the Application.

235. The PCT may consult such persons as it appears to the PCT may be affected by the closure of the Contractor's list of patients, and if it does so, the PCT must provide the Contractor with a summary of the views expressed by those consulted in respect of the Application.

236. The PCT must enable the Contractor to consider and comment on all the information before the PCT makes a decision in respect of the Application.

237. A Contractor may withdraw its Application at any time before the PCT makes a decision in respect of that Application.

238. Within a period of 21 days starting on the date of receipt of the Application (or within such longer period as the parties may agree), the PCT must make a decision—

238.1. to approve the Application and determine the date the closure is to take effect and the date the list of patients is to reopen; or

238.2. to reject the Application.

239. The PCT must notify the Contractor of its decision to approve the Application in accordance with clauses 241 to 243, or in the case where the Application is rejected, in accordance with clauses 247 to 249.

240. A Contractor must not submit more than one application to close its list of patients in any period of 12 months starting on the date of which the PCT makes its decision on the Application unless—

240.1. clauses 247 to 249 apply; or

240.2. there has been a change in the circumstances of the Contractor which affects its ability to deliver services under the Contract.”.

- 16. Clause 241, clause 242 and clause 243** and the heading to those clauses, are replaced as follows-

“Approval of an application to close a list of patients

241. Where the PCT approves an application to close a list of patients, it must—

241.1. notify the Contractor of its decision in writing as soon as possible and the notification (“the closure notice”) must include the details referred to in clause 242; and

241.2. at the same time as it notified the Contractor, send a copy of the closure notice to the Local Medical Committee for its area (if any) and to any person it consulted in accordance with clause 235.

242. The closure notice must include—

242.1. the period of time for which the Contractor’s list of patients will be closed which must be—

242.1.1. the period specified in the application to close the list of patients; or

242.1.2 in the case where the PCT and Contractor have agreed in writing a different period, that different period,

and in either case, the period must be not less than 3 months and not more than 12 months;

242.2. the date from which the closure of the list of patients is to take effect; and

242.3. the date from which the list of patients is to re-open.

243. Subject to clause 250L, a Contractor must close its list of patients with effect from the date the closure of the list of patients is to take effect and the list of patients must remain closed for the duration of the closure period as specified in the closure notice.”

17. Omit clause 244, clause 245 and clause 246.

18. **Clause 247, clause 248 and clause 249** and the heading to those clauses, are replaced as follows-

“Rejection of an application to close a list of patients

247. Where the PCT rejects an application to close a list of patients it must—

247.1. notify the Contractor of its decision in writing as soon as possible and the notification must include the reasons for the rejection of the application; and

247.2. at the same time as it notified the Contractor, send a copy of the notification to the Local Medical Committee for its area (if any) and to any person it consulted in accordance with clause 235.

248. Subject to clause 249, if a PCT makes a decision to reject a Contractor's application to close a list of patients, the Contractor must not make any further application until—

248.1. the end of the period of 3 months, starting on the date of the decision of the PCT to reject; or

248.2. the end of the period of 3 months, starting on the date of the final determination in respect of a dispute arising from the decision to reject the application made pursuant to NHS dispute resolution procedure (or any court proceedings),

whichever is the later.

249. A Contractor may make a further application to close its list of patients where there has been a change in the circumstances of the Contractor which affects its ability to deliver services under the contract.”.

19. Clause 250, clause 251, clause 252, clause 252A, clause 252B and clause 253 are omitted.

20. After **clause 249**, the following heading and new clauses are inserted—

“Application for an extension of a closure period

250A. The Contractor may apply to extend a closure period by sending a written application to extend the closure period no later than 8 weeks before the date that period is due to expire.

250B. The application to extend the closure period must include—

250B.1. details of the options the Contractor has considered, rejected or implemented in an attempt to relieve the difficulties which have been encountered during the closure period or which may be encountered when the closure period expires;

250B.2. the period of time during which the Contractor wishes its list of patients to remain closed, which extended period of desired closure must not be more than 12 months;

250B.3. details of any reasonable support from the PCT which the Contractor considers would enable its list of patients to re-open or would enable the proposed extension of the closure period to be minimised;

250B.4. details of any plans the Contractor may have to alleviate the difficulties mentioned in the application to extend the closure period in order for the list of patients to re-open at the end of the proposed extension of the closure period without the existence of those difficulties; and

250B.5. any other information which the Contractor considers ought to be drawn to the attention of the PCT.

250C. The PCT must acknowledge receipt of the application for an extension to the closure period within a period of 7 days starting on the date the application was received by the PCT.

250D. The PCT must consider the application for an extension to the closure period and may request such other information from the Contractor which it requires to enable it to consider that application.

250E. The PCT may enter into discussions with the Contractor concerning—

250E.1. the support which the PCT may give the Contractor; or

250E.2. changes which the PCT or Contractor may make,

to enable the Contractor to re-open its list of patients.

250F. Within a period of 14 days starting on the date of receipt of the application to extend the closure period (or within such longer period as the parties may agree), the PCT must make a decision.

250G. The PCT must notify the Contractor of its decision to approve or reject the application to extend the closure period as soon as possible after making its decision.

250H. Where the PCT approves the application to extend the closure period, it must—

250H.1. notify the Contractor of its decision in writing and the notification (“the extended closure notice”) shall include the details referred to in clause 250I; and

250H.2. at the same time as it notifies the Contractor, send a copy of the extended closure notice to the Local Medical Committee for its area (if any) and to any person it consulted in accordance with clause 235.

250I. The extended closure notice must include—

250I.1. the period of time for which the Contractor’s list of patients will remain closed which must be—

250I.1.1. the period specified in the application to extend the closure period;
or

250I.1.2. in the case where the PCT and Contractor have agreed in writing a different period to the period specified in the application to extend the closure period, the period which is agreed,

and in either case, the period (“the extended closure period”), must be not less than 3 months and not more than 12 months;

250I.2. the date from which the extended closure period is to take effect; and

250I.3. the date on which the list of patients is to re-open.

250J. Where the PCT rejects an application to extend the closure period it must—

250J.1. notify the Contractor of its decision in writing and the notification must include the reasons for the rejection of the application; and

250J.2. at the same time as it notifies the Contractor, send a copy of the notification to the Local Medical Committee for its area (if any).

250K. Where an application for an extension of the closure period is made in accordance with clauses 250A and 250B, the list of patients will remain closed pending—

250K.1. the determination by the PCT of the application for an extension of the closure period; or

250K.2. the Contractor ceasing to pursue any dispute arising from the application for an extension of the closure period pursuant to the NHS dispute resolution procedure (or any court proceedings),

whichever is the later.

Re-opening of lists of patients

250L. The Contractor may re-open its list of patients before the expiry of the closure period if the PCT and Contractor agree that the Contractor should re-open its list of patients.”.

21. In **clause 261**, “clause 251” is replaced by “clause 261A”.

22. After **clause 261** there is inserted-

“261A. The members of the *assessment panel* must be—

261A.1. the Chief Executive of the PCT of which the *assessment panel* is a committee or sub-committee;

261A.2. a person representative of patients in an area other than that of the PCT which is a party to the Contract; and

261A.3. a person representative of a Local Medical Committee which does not represent practitioners in the area of the PCT which is a party to the Contract.”.

PARTS 13 AND 14

No variations.

PART 15 RECORDS, INFORMATION, NOTIFICATION AND RIGHTS OF ENTRY

23. Clause **429.3** is replaced as follows:

“429.3. the Contractor is aware of, and has signed an undertaking that it will have regard to the guidelines contained in “Good Practice Guidelines for General Practice Electronic Patient Records (version 4)” published on 21st March 2011 (this document is available on the Department of Health’s website http://www.dh.gov.uk/en/Publicationsandstatistics/Publications/PublicationsPolicyAndGuidance/DH_125310 or a copy may be obtained by writing to the Department of Health, PCIT Branch, Room 1N06, Quarry House, Quarry Hill, Leeds LS2 7UE).”.

24. After **clause 438** there is inserted—

“438A. Where the Contractor has a website, the Contractor shall publish on that website details of the practice area specified in Clause 162, including the area known as the outer boundary area specified in Clause 162A, by reference to a sketch diagram, plan or postcode.”.

PARTS 16 TO 26

No variations.

INSERTION OF NEW PART 27

25. Immediately after clause 618 there is inserted a new Part 27 as follows:

“PART 27⁴

PATIENT CHOICE SCHEME

Variation of contractual terms in respect of entering into arrangements under the Patient Choice Scheme

619. This Part applies where the Contractor and PCT enter into arrangements under the Patient Choice Scheme and ceases to apply immediately after the date of the termination of the arrangements under the Patient Choice Scheme save to the extent necessary in respect of enforcing any obligation, condition, payment, right and liability arising from those terms prior to the date of termination.

620. The terms of the Contract—

620.1. which have the same effect as the provisions specified in clause 621 are varied in accordance with clause 622; and

620.2. specified in clauses 622 and 624 are temporarily included in this Contract,

but only to the extent that those terms relate to the provision of primary medical services to patients who wish to receive such services under

⁴ This Part is only required where the parties agree to enter into a Patient Choice Scheme arrangement in accordance with the Primary Medical Services (Patient Choice Scheme) Directions signed on 28th March 2012. This Part is to have no effect after 31st March 2013 in accordance with those Directions and regulation 26A of the *Regulations*.

arrangements made in accordance with the Patient Choice Scheme, with effect from the start of the day on which such arrangements are commenced and for the period ending at the end of the day which is the date of the termination of those arrangements, which must be no later than 31st March 2013.

621. The terms of the contract specified are—

621.1. clause 30 (attendance at *practice premises*);

621.2. clause 31.1 (attendance outside *practice premises*);

621.3. clauses 46 to 52 (*essential services*);

621.4. [Where Part 8 is included in the Contract, any of the *additional services* which the Contractor is required to provide under that Part must be specified in this sub-clause];

621.5. [Where the contractor provides *out of hours services* in accordance with the terms of the contract specified in Part 9, those terms in Part 9 which are included must be specified in this sub-clause];

621.6. clause 182 (refusal of application for inclusion in the list of patients).

622. The Contractor and the PCT are temporarily released from all obligations, payments, rights and liabilities relating to the clauses (and to only those clauses), contained in clause 621—

622.1. 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 the Patient Choice Scheme; and

622.2. 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 under arrangements made under the Patient Choice Scheme.

623. 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 the Patient Choice Scheme that the Contractor is under no obligation to provide—

623.1. essential services, 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;

623.2. out of hours services, 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

623.3. *additional services* to the patient if it is not clinically appropriate or practical to provide such services given the particular circumstances of the patient.

624. Where primary medical services are provided to a patient under arrangements made in accordance with the Patient Choice Scheme but that patient is not on the Contractor’s list of patients, the PCT must make a payment in accordance with Part 17 of this Contract and Section 17B of the GMS Statement of Financial Entitlements.”.

SCHEDULES

26. In Schedule 3 paragraph 7, after “*practice area*” there is inserted—

“including the area known as the outer boundary area,”.

27. Omit Schedule 5 (closure 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: