

STANDARD GENERAL MEDICAL SERVICES CONTRACT VARIATION
NOTICE – APRIL 2010

The text of the Standard General Medical Services Variation Notice April 2010 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.

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*].

These variations are made to comply with the terms of the Transfer of Tribunal Functions Order 2010 (S.I. 2010/22), the General and Specialist Medical Practice (Education, Training and Qualifications) Order 2010 (S.I. 2010/234) and the National Health Service (Primary Medical Services) (Miscellaneous Amendments) Regulations 2010 (S.I. 2010/578). There is also a minor amendment to the definition of “the Secretary of State”.

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

Dated:

Signed:

on behalf of [

] Primary Care Trust

Print name:

WORDING OF VARIATIONS

PART 1 DEFINITIONS AND INTERPRETATION

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

1.1 Omit the **definition of “2003 Order”**.

1.2. In the **definition of “CCT”**, “article 8 of the *2003 Order*” is replaced by “section 34L(1) of the Medical Act 1983 including any such certificate awarded in pursuance of the competent authority functions of the General Medical Council specified in section 49B of, and Schedule 4A to, that Act;”.

1.3. Omit the **definition of “FHSAA”**.

1.4. Replace the **definition of “general medical practitioner”**, as follows:

““general medical practitioner” means, unless the context otherwise requires, a medical practitioner whose name is included in the General Practitioner Register kept by the General Medical Council;”.

1.5. After the definition of “general medical services contract”, the following new definition is inserted:

““geographical number” means a number which has a geographical area code as its prefix;”.

1.6. Omit the **definition of “General Practitioner Register;”**.

1.7. Replace the **definition of “GP Registrar”**, as follows:

““GP Registrar” means a medical practitioner who is being trained in general practice by a general medical practitioner who is approved

under section 34I of the Medical Act 1983 for the purpose of providing training under that section, whether as part of training leading to a CCT or otherwise;”.

1.7. In the **definition of “medical officer”**, in sub-paragraph (b) “in pursuance of” is replaced by “under”.

1.8. In the **definition of “national disqualification”**—

(a) in sub-paragraph (a) “*FHSAA*” is replaced by “First-tier Tribunal”, and

(b) in sub-paragraph (c) “is treated as a national disqualification by the *FHSAA*” is replaced by “was treated as a national disqualification by the Family Health Services Appeal Authority¹”.

1.9. After the **definition of “Nursing and Midwifery Register”**, the following new definitions are inserted:

““nursing officer” means a *health care professional* who is registered on the Nursing and Midwifery Register and—

(a) employed or engaged by the Department for Work and Pensions, or

(b) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions;

“occupational therapist” means a *health care professional* who is registered in the part of the register maintained by the Health Professions Council under article 5 of the Health Professions Order 2001 relating to occupational therapists and—

¹ The Family Health Services Appeal Authority was constituted under section 49S of the National Health Service Act 1977 (c.49) and was abolished on 18th January 2010 by article 3 of the Transfer of Tribunal Functions Order 2010 (S.I. 2010/22).

- (a) employed or engaged by the Department for Work and Pensions, or
- (b) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions;”.

1.10. After the **definition of “pharmacist independent prescriber”** insert the following new definition—

““physiotherapist” means a *health care professional* who is registered in the part of the register maintained by the Health Professions Council under article 5 of the Health Professions Order 2001 relating to physiotherapists and—

- (a) employed or engaged by the Department for Work and Pensions, or
- (b) provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions;”.

1.11. Replace the **definition of “the Secretary of State”**, as follows:

““the Secretary of State” means, unless the context otherwise requires, one of Her Majesty’s Principal Secretaries of State;”.

PARTS 2 to 5

No variations.

PART 6 PROVISION OF SERVICES

2. After clause 29A, the following heading and new clause are inserted:

“Cost of relevant calls

29B. The Contractor shall not enter into, renew or extend a contract or other arrangement for telephone services unless it is satisfied that, having regard to the arrangement as a whole, persons will not pay more to make relevant calls to the practice than they would to make equivalent calls to a *geographical number*.

29B.1. Where the Contractor is party to an existing contract or other arrangement for telephone services under which persons making relevant calls to the practice call a number which is not a *geographical number*, the Contractor must comply with sub-clause 29B.2.

29B.2. The Contractor shall—

29B.2.1. before 1st April 2011, review the arrangement and consider whether, having regard to the arrangement as a whole, persons pay more to make relevant calls than they would to make equivalent calls to a *geographical number*, and

29B.2.2. if the Contractor so considers, take all reasonable steps, including in particular considering the matters specified in sub-clause 29B.3, to ensure that, having regard to the arrangement as a whole, persons will not pay more to make relevant calls than they would to make equivalent calls to a *geographical number*.

29B.3. The matters referred to in clause 29B.2.2. are—

29B.3.1. varying the terms of the contract or arrangement,

29B.3.2. renegotiating the contract or arrangement, and

29B.3.3. terminating the contract or arrangement.

29B.4. If, despite taking all reasonable steps referred to clause 29B.2.2, it has not been possible to ensure that, having regard to the arrangement as a whole, persons will not pay any more to make relevant calls to the practice than they would to make equivalent calls to a *geographical number*, the Contractor must consider introducing a system under which if a caller asks to be called back, the Contractor will do so at the Contractor's expense.

29B.5. For the purpose of clause 29B—

29B.5.1. “existing contract or other arrangement” means a contract or arrangement that was entered into prior to 1st April 2010 and which remains in force on 1st April 2010,

29B.5.2. “relevant calls” means calls—

29B.5.2.1. made by patients to the practice for any reason related to services provided under the contract, and

29B.5.2.2. made by persons, other than patients, to the practice in relation to services provided as part of the health service.”.

PARTS 7 AND 8

No variations.

PART 9 OUT OF HOURS SERVICES

3. Clause 85 is replaced as follows:

“85. The Contractor must, in the provision of out of hours services, meet the quality requirements set out in the document entitled “National Quality Requirements in the Delivery of Out of Hours Services” published on 20th July 2006 (the document is published electronically at <http://www.dh.gov.uk> or a copy may be obtained by writing to Primary Care, Room 4N34E, Department of Health, Quarry House, Quarry Hill, Leeds LS2 7UE).²”.

PARTS 10 AND 11

No variations.

PART 12 PATIENTS

4. In clause 192 “applicant’s” is replaced by “patient’s”.

PARTS 13 AND 14

No variations.

² This clause is required whenever out of hours services will be provided, whether pursuant to regulation 30 or 31 of the Regulations or not.

PART 15 RECORDS, INFORMATION, NOTIFICATION AND RIGHTS OF ENTRY

5. In clause 429, in sub-clause 429.1 ““General Medical Practice Computer Systems” to the end is replaced by “General Practice Systems of Choice Level 2³”.
6. Clause 449 and the heading to that clause are replaced as follows:

“Provision of information to a *medical officer* etc.

449. The Contractor shall, if it is satisfied that the patient consents-

449.1. supply in writing to any person specified in clause 449.3, within such reasonable period as that person may specify, such clinical information as any of the persons mentioned in sub-clause 449.3.1 to 449.3.4 considers relevant about a patient to whom the contractor or a person acting on behalf of the contractor has issued or has refused to issue a medical certificate; and

449.2. answer any inquiries by any person mentioned in clause 449.3 about—

449.2.1. a prescription form or medical certificate issued or created by, or on behalf of, the contractor, or

449.2.2. any statement which the contractor or a person acting on behalf of the contractor has made in a report.

³ Information on specification can be found on <http://www.connectingforhealth.nhs.uk/systemsandservices/gpsupport/gpsoc>.

449.3 For the purposes of sub-clause 449.1 and 449.2, the persons are—

449.3.1. a *medical officer*,

449.3.2. a *nursing officer*,

449.3.3. an *occupational therapist*,

449.3.4. a *physiotherapist*, or

449.3.5. an officer of the Department for Work and Pensions who is acting on behalf of, and at the direction of, any person specified in sub-clause 449.3.1 to 449.3.4.”.

7. Clause 450 is replaced as follows:

“450. For the purpose of being satisfied that a patient consents, the Contractor may rely on an assurance in writing from any person mentioned in clause 449.3 that the consent of the patient has been obtained, unless the Contractor has reason to believe that the patient does not consent.”.

8. Clause 470 and the heading to that clause are replaced as follows:

“Entry and Inspection by the Care Quality Commission

470. The Contractor shall allow persons authorised by the Care Quality Commission to enter and inspect the premises in accordance with section 66 of the Health and Social Care (Community Health and Standards) Act 2003 as modified by section 3 to the Health and Social Care Act 2008 (Commencement No.9, Consequential Amendments

and Transitory, Transitional and Saving Provisions) Order 2009⁴ and section 62 of the Health and Social Care Act 2008.”.

PART 16 CERTIFICATES

9. Clause 472 is replaced as follows:

“472. The exception in sub-clause 471.1 shall not apply where the certificate is issued in accordance with regulation 2(1) of the Social Security (Medical Evidence) Regulations 1976 (which provides for the issue of a certificate as evidence of incapacity for work or limited capability for work) or regulation 2(1) of the Statutory Sick Pay (Medical Evidence) Regulations 1985 (which provides for the issue of medical information relating to incapacity for work).”.

PARTS 17 TO 24

No variations.

PART 25 VARIATION AND TERMINATION OF THE CONTRACT

10. In clause 560.11:

(a) at the end of sub-clause 560.11.1 “or” is inserted, and

(b) in sub-clause 560.11.2, after the date “1990” the following words “or under section 34 of the Charities and Trustee Investment (Scotland) Act 2005 (powers of Court of Session)” are inserted.

⁴ S.I. 2009/462.

PART 26

No variations.

SCHEDULES

No variations.

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: