



Standard General Medical Services Contract Variation Notice

October 2020

Standard General Medical Services (GMS) Contract Variation Notice

Publishing approval number: PAR333

Version number: 1.0

First published: December 2020

Classification: Official

Prepared by Hill Dickinson on behalf of NHS England and NHS Improvement

The text of the Standard General Medical Services Variation Notice October 2020 has been prepared by Hill Dickinson on behalf of NHS England and NHS Improvement. It is prepared on the basis that the numbering adopted in the signed contract follows that used in the Standard General Medical Services Contract October 2020 (published December 2020).

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."

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

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 (Amendments Relating to the Provision of Primary Care Services During a Pandemic etc.) Regulations 2020;
- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2020;
- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2) Regulations 2020; and
- The Healthy Start Scheme and Welfare Food (Miscellaneous Amendments) Regulations 2020;

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

These variations are also made to that ensure your contract complies with the terms of:

- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2018

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

which came into force on 1 October 2018 but were not covered by previous variation notices.¹

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:

¹ If your General Medical Services Contract is based on the Standard General Medical Services Contract 2019 (published April 2019) or later it already incorporates these variations. However, for the avoidance of doubt, this variation notice has been drafted for use across all Standard General Medical Services Contracts.

Wording of Variations

Part 1

1. In clause 1.1:

1.1. Replace the definition of “**core hours**” with:

““**core hours**” means, subject to clause 26.21.1, the period beginning at 8.00am and ending at 6.30pm on any day from Monday to Friday except Good Friday, Christmas Day or *bank holidays*;”

1.2. Replace the definition of “**essential services**” with:

““**essential services**” means the services required to be provided in accordance with clause 8.1;”

1.3. Replace the definition of “**NHS Digital Workforce Census**” with:

““**NHS Digital Workforce Collection**” means the successor to the GP Workforce Census undertaken by the Health and Social Care Information Centre annually.”

1.4. Insert the following new definition:

““**online practice profile**” has the meaning given in clause 16.7E.7;”

1.5. Replace the definition of “**out of hours period**” with:

““**out of hours period**” means, subject to clause 26.21.2:

(a) the period beginning at 6.30pm on any day from Monday to Thursday and ending at 8.00am on the following day;

(b) the period beginning at 6.30pm on Friday and ending at 8.00am on the following Monday; and

(c) Good Friday, Christmas Day and *bank holidays*,

and “part” of an out of hours period means any part of any one or more of the periods described in paragraphs (a) to (c);”

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

1.6. Unless already included, **insert** the following new definition:

“**paramedic independent prescriber**” means a person:

- (a) who is either engaged or employed by the Contractor or who is party to the Contract;
- (b) who is registered in the register maintained by the Health and Care Professions Council under article 5 of the Health and Social Work Professions Order 2001 (establishment and maintenance of register); and
- (c) against whose name in that register is recorded an annotation signifying that that person is qualified to order drugs, medicines or appliances as a paramedic independent prescriber;”

1.7. **Replace** the definition of “**practice website**” with:

“**practice website**” means a website through which the Contractor advertises the *primary medical services* it provides;”

1.8. **Replace** the definition of “**prescriber**” with:

“**prescriber**” means:

- (a) *a chiropodist or podiatrist independent prescriber;*
- (b) *an independent nurse prescriber;*
- (c) a medical practitioner;
- (d) *an optometrist independent prescriber;*
- (e) *a paramedic independent prescriber;*
- (f) *a pharmacist independent prescriber;*
- (g) *a physiotherapist independent prescriber;*
- (h) *a supplementary prescriber;* and
- (i) *a therapeutic radiographer independent prescriber;*

who is either engaged or employed by the Contractor or is a party to the Contract;”

1.9. In the definition of “**relevant register**” **replace clause (d)** with:

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

- “(d) the part of the register maintained by the Health and Care Professions Council under article 5 of the Health and Social Work Professions Order 2001 relating to:
- (i) chiropodists and podiatrists;
 - (ii) paramedics,
 - (iii) physiotherapists; or
 - (iv) radiographers;”

1.10. In the definition of “**supplementary prescriber**” replace clause (b)(iv) with:

- “(iv) the register maintained by the Health and Care Professions Council under article 5 of the Health and Social Work Professions Order 2001 (establishment and maintenance of register) relating to:
- (aa) chiropodists and podiatrists;
 - (bb) dieticians,
 - (cc) paramedics,
 - (dd) physiotherapists; or
 - (ee) radiographers; or”

Part 7

2. **Replace clause 7.7AA.1** with the following:

- “7.7AA.1 The Contractor must take steps each year to identify any *registered patient* aged 65 years and over who is living with moderate to severe frailty.”

3. **Replace clause 7.7B.8** with the following:

- “7.7B.8. The Contractor must 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* or *online practice profile*;
and
 - (b) in the Contractor’s *practice leaflet*.”

4. **Delete clause 7.7B.9.**

5. Unless already included, after clause 7.9, **insert** the following:

“7.9A **NHS e-Referral Service (e-RS)**

- 7.9A.1. Except in the case of a contractor to which clause 7.9A.2 or 7.9A.3 applies, the Contractor must require the use in its practice premises of the system for electronic referrals known as the NHS e-Referral Service (“e-RS”) in respect of each referral of any of its registered patients to a first consultant-led out-patient appointment for medical services under the Act in respect of which the facility to use e-RS is available.
- 7.9A.2. This clause applies to a contractor which does not yet have e-RS in place for use in the contractor’s practice premises.
- 7.9A.3. This clause applies to a contractor which:
- (a) is experiencing technical or other practical difficulties which are preventing the use, or effective use, of e-RS in its practice premises; and
 - (b) has notified the Board that this is the case.
- 7.9A.4. A contractor to which clause 7.9A.2 applies must require the use in its practice premises of alternative means of referring its registered patients to a first consultant-led outpatient appointment for medical services under the Act until such time as the contractor has e-RS in place for use in its practice premises.
- 7.9A.5. A contractor to which clause 7.9A.3 applies:
- (c) must ensure that a plan is agreed between the contractor’s practice and the Board for resolving the technical or other practical difficulties which are preventing the use, or effective use, of e-RS in the contractor’s practice premises; and
 - (d) must require the use in its practice premises of alternative means of referring its registered patients to a first consultant-led out-patient appointment for medical services under the Act until such time as those technical or other practical difficulties have been resolved to the satisfaction of the Board.”

6. **Replace clause 7.9B** with the following:

“7.9B. **Direct booking by NHS 111 or via a *connected service***

- 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 or via a service (“a *connected service*”) approved by the Board that is or may be accessed via NHS 111:

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

- (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 or via *a connected service*;
- (b) monitor its booking system for appointments booked by NHS 111 or via *a connected service*;
- (c) assess the *Post Event Message* received from NHS 111 or via *a connected service* 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 or via *a connected service* by providing any information relating to direct booking by NHS 111 or via *a connected service* 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 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 or via *a connected service*.

7.9B.5. In order to assist in the management of a serious or potentially serious risk to human health arising as a consequence of a disease being, or in anticipation of a disease being imminently:

- (a) pandemic; and
- (b) a serious risk or potentially a serious risk to human health;

the Board may with the agreement of *the Secretary of State* make an announcement to the effect that the minimum numbers of appointments mentioned in clause 7.9B.1 are modified in the circumstances specified (which may limit the area to which the modification relates), and for the duration of the period specified,

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

in the announcement, and where the Board does so, the minimum numbers are as so modified.”

7. **Replace clause 7.13A.3** with the following:

“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 approved by the Board, serving an identified geographical area.”

8. After clause 8.1.8, **insert** the following:

“8.1.9 The Contractor must:

- (a) invite each of its female *patients* who delivers a baby to attend a *postnatal maternal consultation*; and
- (b) where the invitation is accepted, provide the *patient* with such a consultation.

8.1.10 A *maternal postnatal consultation* must, if possible, be provided during the period which:

- (a) begins six weeks after the conclusion of the delivery of the baby; and
- (b) ends:
 - (i) eight weeks after conclusion of the delivery, or
 - (ii) if the *patient* has not been discharged from secondary care services before the end of the period mentioned in clause 8.1.10(b)(i), eight weeks after the *patient's* discharge from those services.

8.1.11 A *maternal postnatal consultation* must not be provided at the same time as any consultation at which the physical health of the baby is reviewed (if relevant).

8.1.12 In this clause 8.1, "*maternal postnatal consultation*" means a consultation with a *general medical practitioner* at which the physical and mental health and well-being of the patient is reviewed.”

Part 9

9. **Replace clause 9.6.2(b)** with the following:

- “(b) the examination of the child at the frequency that has been agreed with the Board in accordance with the nationally agreed evidence based programme set out in the revised fifth edition of “Health for all Children” (Alan Emond, 28 February 2019, Oxford University Press).”

Part 10

10. In clause 10.1.2(b)(i), **replace** any references to:

“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>)”

with:

“the Integrated Urgent Care Key Performance Indicators published on 25th June 2018 (as amended from time to time) (the document is published electronically at <https://www.england.nhs.uk/publication/integratedurgent-care-key-performance-indicators-andquality-standards-2018/>)”.

11. In clause 10.1.3, **replace** any references to the “National Quality Standards” with “Integrated Urgent Care Key Performance Indicators”.

Part 13

12. After clause 13.4.3, **insert** the following:

- “13.4.3A. The Contractor must, upon receipt of a reasonable written request from the Board:
- (a) take appropriate steps as soon as is reasonably practicable, to correct and update *patient* data held on the practice’s computerised clinical systems, and where necessary register or deregister *patients* to ensure that the *patient* list is accurate; and
 - (b) provide information relating to its *list of patients* as soon as is reasonably practicable and, in any event, no later than 30 days from the date on which the request was received by the Contractor, in order to assist the Board in the exercise of its duties under clause 13.4.3, contacting *patients* where reasonably necessary to confirm that their *patient* data is correct.”

13. **Replace clause 13.10.4(a)** with the following:

“(a) Reserved;”

14. **Replace clause 13.11** with the following:

“13.11. **Removals from the list of patients who are violent**

- 13.11.1. Where the Contractor wants a person to be removed from its list of patients with immediate effect on the grounds that:
- (a) the person has committed an act of violence against any of the persons specified in clause 13.11.2 or has behaved in such a way that any of those persons has feared for their safety; and
 - (b) the Contractor has reported the incident to the police, the Contractor must give notice to the Board in accordance with clause 13.11.3.
- 13.11.1A. Subject to clause 13.11.1B, where the Contractor:
- (a) accepts a person onto its list of patients; and
 - (b) subsequently becomes aware that the person has previously been removed from the list of patients of another provider of primary medical services—
 - (i) because the person committed an act of violence against any of the persons specified in clause 13.11.2 (as read with clause 13.11.2A) or behaved in such a way that any of those persons feared for their safety; and
 - (ii) the other provider of primary medical services reported the incident to the police,the Contractor may give notice to the Board in accordance with clause 13.11.3 that it wants to have the person removed from its list of patients with immediate effect.
- 13.11.1B. The Contractor must not give notice to the Board pursuant to clause 13.11.1A, where:
- (a) a person mentioned in clause 13.11.1A was allocated to a Violent Patient Scheme set up in accordance with direction 8 of the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2020 to receive *primary medical services* under that scheme; and
 - (b) the provider of the Violent Patient Scheme discharged that person because they were not considered to pose a risk of violence; or
 - (c) that person successfully appealed their allocation to a Violent Patient Scheme.
- 13.11.2. The persons referred to in this clause are:
- (a) if the Contract is with an individual medical practitioner, that individual;

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

- (b) if the Contract is with a partnership, a partner in the partnership;
 - (c) if the Contract is with a company limited by shares, a person who is both a legal and beneficial owner of shares in that company;
 - (d) a member of the Contractor's staff;
 - (e) a person engaged by the Contractor to perform or assist in the performance of services under the Contract; or
 - (f) any other person present on the *practice premises* or in the place where services were provided to the person under the Contract.
- 13.11.2A. For the purposes of clause 13.11.1A, any reference to "the Contractor" in clause 13.11.2 is to be read as a reference to the other provider of primary medical services referred to in clause 13.11.1A, and clause 13.11.2 is to be construed accordingly.
- 13.11.3. Notice under clause 13.11.1 or 13.11.1A may be given by any means but, if not in writing, must subsequently be confirmed in writing before the end of a period of seven days beginning with the date on which notice was given.
- 13.11.4. The Board must acknowledge in writing receipt of a request for removal from the Contractor under clause 13.11.1 or 13.11.1A.
- 13.11.5. A removal requested in accordance with clause 13.11.1 or 13.11.1A takes effect at the time at which the Contractor:
- (a) makes a telephone call to the Board, or
 - (b) sends or delivers the notice to the Board.
- 13.11.6. Where, under clause 13.11 the Contractor has given notice to the Board that it wants to have a person removed from its list of Classification: Official patients, the Contractor must inform that person of that fact unless:
- (a) it is not reasonably practicable for the Contractor to do so; or
 - (b) the Contractor has reasonable grounds for believing that to do so would:
 - (i) be harmful to that person's physical or mental health, or
 - (ii) put the safety of any person specified in clause 13.11.2 at risk.
- 13.11.7. Where a person is removed from the *Contractor's list of patients* under clause 13.11, the Board must give that person notice in writing of that removal.
- 13.11.8. The Contractor must record the removal from its list of patients under this clause 13.11 and the circumstances leading to that removal in the medical records of the person removed."

15. In **clause 13.13.1**, after the words “where the Board is satisfied” insert the words “, or is notified by the Contractor,”.

16. **Replace clause 13.24** with the following:

“13.24. **Application of clauses 13.23 to 13.28**

13.24.1. Clauses 13.23 to 13.28 apply in respect of the assignment by the Board of:

(a) a person as a new patient to a *contractor’s list of patients* where that person:

- (i) has been refused inclusion in a *contractor’s list of patients* or has not been accepted as a *temporary resident* by a contractor; and
- (ii) would like to be included in the list of *patients* of a contractor in whose CCG area that person resides; or

(b) any person who is part of a list dispersal resulting from the closure of a practice where that person:

- (i) has not registered with another contractor, and
- (ii) would like to be included in the list of patients of a contractor in whose CCG area that person resides; or

(c) any person who is part of a *list dispersal* resulting from the closure of a practice where that person has not registered with another contractor and the Board has been unable to contact that person.

13.24.2. In this clause 13.24, “list dispersal” means the allocation of patients from a *contractor’s list of patients* by the Board following termination of the contract or during the period set out in the notice of termination or agreement to terminate.”

17. After clause 13.25, **insert** the following:

“13.25A. **Assignment of patients from outside practice area**

13.25A.1 Where the Board has assigned a person to the *Contractor’s list of patients* in accordance with clauses 13.23 to 13.28, and that person resides outside the Contractor’s *practice area*, clauses 28.1.3A , 28.1.4 and 28.1.5 are to apply as if the Contractor had accepted that *patient* onto its *list of patients* in accordance with clause 28.1.1 unless the Contractor chooses to include that person in its *list of patients* for its *practice area* on assignment by the Board.”

Part 14

18. **Replace clause 14.5A** with the following:

“14.5A. **Prescribing for electronic repeat dispensing**

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

- 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* where:
- (a) it is clinically appropriate to do so for that patient on that occasion; and
 - (b) the patient consents.
- 14.5A.2. In this clause 14.5A, "*electronic repeat dispensing*" means dispensing as part of *pharmaceutical services* or *local pharmaceutical services* which involves the provision of drugs, medicines or *appliances* in accordance with an *electronic repeatable prescription*."

Part 15

19. **Replace clause 15.9.9** with the following:

- "15.9.9. Subject to clause 15.9.9A, a sub-contract entered into by the Contractor must prohibit the sub-contractor from sub-contracting the clinical services it has agreed with the Contractor to provide under the sub-contract.
- 15.9.9A. A sub-contract entered into by the Contractor may allow the sub-contractor to sub-contract clinical services the Contractor has agreed to provide under the Network Contract Directed Enhanced Service Scheme, pursuant to direction 4 of the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2020, provided the Contractor obtains the written approval of the Board prior to the sub-contractor sub-contracting those services."

Part 16

20. After clause 16.4, **insert** the following:

- "16.4A. **Use of fax machines**
- 16.4A.1 Where the Contractor can transmit information by electronic means (other than facsimile transmission) securely and directly to a *relevant person*, the Contractor must not:
- (a) transmit any information to that person by facsimile transmission, or
 - (b) agree to receive any information from that person by facsimile transmission.
- 16.4A.2 Clause 16.4A.1 does not apply to any information which relates solely to the provision of clinical services or treatment to a patient under a private arrangement.
- 16.4A.3 In this clause 16.4A, "*relevant person*" means:

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

- (a) an NHS body,
- (b) another health service provider,
- (c) a *patient*, or
- (d) a person acting on behalf of a *patient*.”

21. **Replace** the heading of **clause 16.5** with:

“16.5. **Patient online Services: appointments and prescriptions**”

22. **Replace clauses 16.5.5 to 16.5.7** (and **clause 16.5.8**, if included) with the following:

“16.5.5. Reserved.

16.5.5A. Reserved.

16.5.5B. In this clause 16.5 "*local arrangement*" means an arrangement between the Contractor and the Board as to the timeframe within which appointments not booked by NHS 111 can be released for booking by the Contractor's *registered patients*.

16.5.6. Reserved.

16.5.7. The Contractor must also promote and offer to its *registered patients* the facility referred to in clauses 16.5.1(a) and 16.5.1(b) on its *practice website or online practice profile*.”

23. After clause 16.5.7, **insert** the following:

“16.5ZA **Patient online services: provision of online access to coded information in medical record and prospective medical record**

16.5ZA.1 Where the Contractor holds the medical record of a *registered patient* (“P”) on its computerised clinical systems, the Contractor must promote and offer to P the facility to access online the information from P’s medical record which is held in coded form other than:

- (a) any excepted information; or
- (b) any information which the Contractor’s computerised clinical systems cannot separate from any free-text entry in P’s medical record.

16.5ZA.2 The Contractor must, if its computerised clinical systems and redaction software allow, offer to P the facility to access online the information (other than any excepted information) entered onto P’s medical record on or after the relevant date (the “*prospective medical record*”).

16.5ZA.3 If P accepts an offer made under clause 16.5ZA.2, the Contractor must, as soon as possible, provide P with the facility to access online P’s *prospective medical record*.

16.5ZA.4 But the Contractor may:

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

- (a) delay providing the facility to P, if the Contractor considers that providing P with it is likely to have an adverse impact on its provision of *essential services*;
 - (b) delay giving P online access to any information added to P's *prospective medical record* after the facility is provided to P, if the contractor considers that providing P with access to that information is likely to have an adverse impact on its provision of *essential services*.
- 16.5ZA.5 If the Contractor decides to delay providing P with access to the facility or giving P access to any information, it must notify P:
 - (a) of that decision (including the period for which it anticipates access will be delayed); and
 - (b) when the facility, or that information, becomes available.
- 16.5ZA.6 In this clause 16.5ZA, "*relevant date*" means:
 - (a) 1st April 2020, where P became a *registered patient* before 1 October 2019;
 - (b) in any other case, 1 October 2019.
- 16.5ZA.7 For the purposes of this clause 16.5ZA and clause 16.5ZB, information is "*excepted information*" if the Contractor would not be required to disclose it to P in response to a request made by P in exercise of a right under Article 15 of the GDPR.
- 16.5ZA.8 For the purposes of clause 16.5ZA.7 "*GDPR*" has the meaning given in section 3(10) of the Data Protection Act 2018.
- 16.5ZB **Patient online services: provision of online access to full digital medical record**
- 16.5ZB.1 A contractor must provide a *registered patient* ("P") with the facility to access online relevant medical information if:
 - (a) its computerised clinical systems and redaction software allow it to do so; and
 - (b) P requests, in writing, that it provide that facility.
- 16.5ZB.2 In this clause 16.5ZB "*relevant medical information*" means any information entered on P's medical record other than:
 - (a) any information which P can access online via a facility offered in accordance with clause 16.5ZA.1 or 16.5ZA.2, or
 - (b) any *excepted information* (see clauses 16.5ZA.7 and 16.5ZA.8)."

24. Replace clause 16.5A with the following:

"16.5A Patient access to online services

- 16.5A.1. This clause applies to any contractor which has less than ten per cent of its registered patients registered with the contractor's practice to use the online services which the contractor is required under clause 16.5 or clause 16.5ZA.1 or 16.5ZA.2 to

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

promote and offer to its registered patients (“patient online services”).

- 16.5A.2. A contractor to which this clause applies must agree a plan with the Board aimed at increasing the percentage of the contractor’s registered patients who are registered with the contractor’s practice to use patient online services.”

25. Delete clause 16.7.2.

26. After clause 16.7D, **insert** the following:

“16.7E. **Requirement to have and maintain an online presence**

16.7E.1 The Contractor must have:

- (a) a *practice website*, or
- (b) an *online practice profile*.

16.7E.2 The Contractor must publish on its *practice website* or *online practice profile* (as the case may be) all the information which is required to be included in its *practice leaflet*.

16.7E.3 The Contractor must publish the information referred to in clause 16.7E.2 otherwise than by making its *practice leaflet* available for viewing or downloading.

16.7E.4 The Contractor must review the information available on its *practice website* or *online practice profile* at least once in every period of 12 months.

16.7E.5 The Contractor must make any amendments necessary to maintain the accuracy of the information on its *practice website* or *online practice profile* following:

- (a) a review under clause 16.7E.4; or
- (b) a change to:
 - (i) the address of any of the Contractor’s *practice premises*;
 - (ii) the Contractor’s telephone number;
 - (iii) the Contractor’s electronic-mail address (if made available on its *practice website* or *online practice profile*); or
 - (iv) any other stated means by which a *patient* may contact the Contractor to book or amend an appointment, or to order repeat prescriptions for drugs, medicines or *appliances*.

16.7E.6 The requirements in this clause 16.7E.6 are in addition to those in clause 16.8A and clause 7.7B.8(a).

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

- 16.7E.7 In this Contract, "online practice profile" means a profile:
- (a) which is on a website (other than the NHS website), or an online platform, provided by another person for use by the Contractor; and
 - (b) through which the Contractor advertises the *primary medical services* it provides.

16.7F. Requirement to maintain profile page on NHS website

- 16.7F.1 The Contractor must review the information available on its profile page on the NHS website at least once in every period of 12 months.
- 16.7F.2 The Contractor must make any amendments necessary to maintain the accuracy of the information on its profile page on the NHS website following:
- (a) a review under clause 16.7F.1; or
 - (b) a change to:
 - (i) the address of any of the Contractor's *practice premises*;
 - (ii) the Contractor's telephone number;
 - (iii) the contractor's electronic-mail address (if made available on its profile page); or
 - (iv) any other stated means by which a *patient* may contact the Contractor to book or amend an appointment, or to order repeat prescriptions for drugs, medicines or *appliances*."

27. Replace clause 16.8A.1 with the following:

"16.8A.1 The Contractor must publish each year on its *practice website* or *online practice profile* the information specified in clause 16.8A.2."

28. Replace clause 16.8F with the following:

"16.8F NHS Digital Workforce Collection

- 16.8F.1 The Contractor must record and submit any data required by the Health and Social Care Information Centre for the purposes of the NHS Digital Workforce Collection (known as the "Workforce Minimum Data Set") in accordance with clause 16.8F.2.
- 16.8F.2 The data referred to in clause 16.8F.1 must be appropriately coded by the Contractor in line with agreed standards set out in guidance published by the Health and Social Care Information Centre, and must be submitted to the Centre using the data entry module on the National Workforce Reporting System, which is a facility provided by the Health and Social Care Information Centre to the Contractor for this purpose.

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

16.8F.3 The Contractor must ensure that the coded data is available for collection by the Health and Social Care Information Centre at such intervals during each *financial year* as are notified to the Contractor by Health and Social Care Information Centre.”

29. **Replace clauses 16.8G.3 and 16.8G.4** with the following:

“16.8G.3 The information referred to in clause 16.8G.2 must be submitted by the Contractor to NHS Digital:

16.8G.3.1 electronically at nhsdigital.costrecovery@nhs.net; or

16.8G.3.2 by post in hard copy form to EHIC, PDS NBO, NHS Digital, Smedley Hydro, Trafalgar Road, Southport, Merseyside PR8 2HH.

16.8G.4 Where the patient is a holder of a S1 Healthcare Certificate, the Contractor must send that certificate, or a copy of that certificate, to the NHS Business Services Authority:

16.8G.4.1 electronically to nhsbsa.faregistrationsohs@nhs.net; or

16.8G.4.2 by post in hard copy form to Cost Recovery, Overseas Healthcare Service, Bridge House, 152 Pilgrim Street, Newcastle Upon Tyne, NE1 6SN.”

30. After clause 16.8H, **insert** the following:

“16.8I **Collection of data relating to appointments in general practice**

16.8I.1 The Contractor must participate in the collection of anonymised data relating to appointments for its *registered patients* (“practice appointments data”) in accordance with the “GP Appointments Data Collection in Support of Winter Pressures” referred to in the Health and Social Care Information Centre (Establishment of Information Systems for NHS Services: General Practice Appointments Data Collection in Support of Winter Pressures) Directions 2017.”

Part 17

31. After clause 17.1.4, in the table of prescribed medical certificates, **replace** the following row:

| | |
|--|--|
| 2. To establish pregnancy for the purpose of obtaining welfare foods | Section 13 of the Social Security Act 1988 (schemes for distribution etc of welfare foods) |
|--|--|

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

with the following:

| | |
|--------------|--|
| 2. Reserved. | |
|--------------|--|

32. In **clause 17.13.1**, **replace** the words “direction 5 of the Primary Medical Services (Directed Enhanced Services) Directions 2019” with the words “direction 4 of the Primary Medical Services (Directed Enhanced Services) (No.2) Directions 2020”.

Part 26

33. After clause 26.10.3(v), **insert** the following:

“(w) the Contractor’s registration with the *Care Quality Commission* has been cancelled in accordance with section 17(1) of the Health and Social Care Act 2008, and that cancellation is the final decision of the *Care Quality Commission*, or, where an appeal has been launched, is the outcome of that appeal.”

34. After clause 26.20, **insert** the following:

“26.21 **Variation, suspension and enforcement of Contract terms in relation to pandemics etc**

26.21.1. In this Contract, “core hours” means the period beginning at 8.00am and ending at 6.30pm on any day from Monday to Friday in circumstances where, in order to assist in the management of a serious or potentially serious risk to human health arising as a consequence of a disease being, or in anticipation of a disease being imminently:

- (a) pandemic; and
- (b) a serious risk or potentially a serious risk to human health;

the Board with the agreement of the *Secretary of State* has made an announcement to the effect that the core hours of contractors in the area specified in the announcement (which include the Contractor) are to include Good Friday and *bank holidays* in the circumstances specified, and for the duration of the period specified, in the announcement.

26.21.2. In this Contract, in the circumstances described in clause 26.21.1, “out of hours period” means:

- (a) the period beginning at 6.30pm on any day from Monday to Friday and ending at 8.00am on the following day; and
- (b) the period beginning at 6.30pm on Friday and ending at 8.00am on the following Monday.

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

- 26.21.3. In this Contract, where reference is made to an announcement or advice of the Board that relates to a disease being, or in anticipation of a disease being imminently:
- (a) pandemic; and
 - (b) a serious risk or potentially serious risk to human health;
- it is to that announcement or advice, which may be withdrawn at any time, as amended from time to time.
- 26.21.4. Any term that is part of the Contract as a consequence of action taken under Part 5 the Regulations, or by agreement between the parties or by virtue of regulation 47(2) of the *Pharmaceutical Regulations* is temporarily not part of the Contract, in the particular circumstances mentioned in clause 26.21.4(c)(ii) and during the period mentioned in clause 26.21.4(c)(iii), in the following circumstances:
- (a) as a consequence of a disease being, or in anticipation of a disease being imminently:
 - (i) pandemic; and
 - (ii) a serious risk or potentially a serious risk to human health;

the Board with the agreement of *the Secretary of State* has made an announcement in respect of the prioritisation of services to be provided in, or in any part of, England as part of the health service;
 - (b) the prioritisation is in order to assist in the management of the serious risk or potentially serious risk to human health;
 - (c) as part of the announcement, the Board with the agreement of *the Secretary of State* has issued advice to the effect that contractors are not to comply with a specified type of term of general medical services contracts:
 - (i) in the area to which the announcement relates;
 - (ii) in the particular circumstances specified in the announcement; and
 - (iii) during the period specified in the announcement; and
 - (d) the Contractor is situated in the area to which the announcement relates and compliance with the term (it being of the specified type) would, but for the effect of this clause, be a requirement of the Contract.
- 26.21.5. The Board must not take enforcement action, as provided for in the Contract, in respect of a breach of a term of the Contract in the following circumstances:
- (a) as a consequence of a disease being, or in anticipation of a disease being imminently:
 - (i) pandemic; and

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

- (ii) a serious risk or potentially a serious risk to human health;

the Board with the agreement of *the Secretary of State* has made an announcement in respect of the prioritisation of services to be provided in, or in any part of, England as part of the health service;

- (b) the prioritisation is in order to assist in the management of the serious risk or potentially serious risk to human health;
- (c) as part of the announcement, the Board with the agreement of *the Secretary of State* has issued advice to the effect that contractors need not comply with a specified type of term of general medical services contracts:
 - (i) in the area to which the announcement relates,
 - (ii) in the particular circumstances specified in the announcement, and
 - (iii) during the period specified in the announcement; and
- (d) the Contractor:
 - (i) is situated in the area to which the announcement relates, and
 - (ii) has not complied with the term (it being of the specified type) in the particular circumstances mentioned in clause 26.21.5(c)(ii) and during the period mentioned in clause 26.21.5(c)(iii)."

Schedule 3

35. In **Schedule 3, paragraph 3**, replace the words "(if any)" with "or the address at which its online practice profile is available".

NHS ENGLAND AND NHS IMPROVEMENT
Standard General Medical Services Contract Variation Notice – October 2020

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: