

**STANDARD GENERAL MEDICAL SERVICES
CONTRACT (NI) VARIATION
NOTICE – NO.2 2005**

The text of the Standard General Medical Services Contract Variation Notice – May 2005 has been approved by the Department of Health, Social Services and Public Safety's Solicitors and Solicitors acting for the GPC.

The Standard General Medical Services Contract must be read in conjunction with the General Medical Services Transitional and Consequential Provisions No.1 (Northern Ireland) Order 2004, and, in particular, Part 2 of that Order, which sets out the entitlement of specified persons to a General Medical Services Contract.

The Standard General Medical Services Contract should also be read in conjunction with the General Medical Services Transitional and Consequential Provisions No.2 (Northern Ireland) Order 2004 which makes provision for certain matters, acts and notices arising before 31 March 2004 to be treated as matters, acts and notices related to particular clauses in the Contract.

WORDING OF VARIATIONS

PART 1 DEFINITIONS AND INTERPRETATION

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

1.1. After the definition of “**cervical screening services**”, the following definition is inserted:

““the Charges Regulations” means the Charges for Drugs and Appliances Regulations (Northern Ireland) 1997;”.

1.2. After the **definition of “closed”**, the following definition is inserted:

““complete course” means the course of treatment appropriate to the patient’s condition, being the same as the amount that would have been prescribed if the patient had been seen during core hours;”.

1.3. After the **definition of “health care professional”**, the following definition is inserted:

““the health service” means the health service established in pursuance of section 1 of the National Health Service Act 1946 and continued under section 1(1) of *the Act*;”.

1.4. The **definition of “NCAA”** is omitted.

1.5. After the **definition of “national disqualification”**, the following definitions are inserted:

““necessary drugs, medicines and appliances” means those drugs, medicines and appliances which the patient requires and for which, in the reasonable opinion of the Contractor, and in the light of the patient’s medical condition,

it would not be reasonable in all the circumstances for the patient to wait until such time as he could obtain them during core hours;

1.6. After the **definition of “normal hours”**, the following definition is inserted:

““NPSA” means the National Patient Safety Agency established as a Special Health Authority by the National Patient Safety Agency (Establishment and Constitution) Order 2001;”.

1.7. After the **definition of “out of hours opt out notice”**, the following definition is inserted:

““out of hours performer” means a *prescriber*, a person acting in accordance with a *Patient Group Direction* or any other *health care professional* employed or engaged by the Contractor who can lawfully supply a drug, medicine or appliance, who is performing out of hours services under the Contract;”.

1.8. After the **definition of “patient”**, the following definition is inserted:

““Patient Group Direction” has the same meaning as in the Prescription Only Medicines (Human Use) Order 1997;”.

1.9. After the **definition of “permanent opt-out notice”**, the following definition is inserted:

““personal number” means a telephone number which starts with the number 070 followed by a further 8 digits;”.

1.10. The **definition of “supplementary prescriber”** is replaced as follows:

““supplementary prescriber” means a person–

- (a) who is either engaged or employed by the Contractor or is a party to the Contract,
- (b) whose name is registered in—
 - (i) the *Nursing and Midwifery Register*;
 - (ii) the register maintained in pursuance of Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976; or
 - (iii) the register of Pharmaceutical Chemists maintained in pursuance of section 2(1) of the Pharmacy Act 1954;
 - (iv) the part of the register maintained by the Health Professions Council in pursuance of article 5 of the Health Professions Order 2001 relating to—
 - (aa) chiropodists and podiatrists;
 - (bb) physiotherapists; or
 - (cc) radiographers: diagnostic or therapeutic, and
- (c) against whose name is recorded in the *relevant register* an annotation signifying that he is qualified to order drugs medicines and appliances as a *supplementary prescriber*;

1.11. After the **definition of “supplementary prescriber”**, the following definition is inserted:

““supply form” means a form provided by the Agency and completed by or on behalf of the Contractor for the purpose of recording the provision of drugs, medicines or appliances to a patient during the out of hours period.”.

PARTS 2 to 5

No variations

PART 6 PROVISION OF SERVICES

2. After **clause 29**, the following new clause is inserted:

“Telephone services¹

29A. The Contractor shall not be a party to any contract or other arrangement under which the number for telephone services to be used by—

29A.1. patients to contact the practice for any purpose related to the Contract; or

29A.2. any other person to contact the practice in relation to services provided as part of the *health service*,

starts with the digits 087, 090 or 091 or consists of a *personal number*, unless the service is provided free to the caller.”.

PARTS 7 and 8

No variations

PART 9 OUT OF HOURS SERVICES

2. After **clause 85**, the following new clauses are inserted:

“Supply of medicines etc. by contractors providing out of hours services²

85A. If the Contract includes the supply of *necessary drugs, medicines and appliances* to patients at the time that the Contractor is providing them with *out of hours services*, the Contractor shall comply with the requirements in clauses 85B to 85E.

¹ This provision must be read in conjunction with the transitional arrangements in regulation 3(2) of the Health and Personal Social Services (Primary Medical Services) (Miscellaneous Amendments) Regulations (Northern Ireland) 2005.

² The variation in paragraph 2 should only be included if the contractor is providing out of hours services.

85B. The Contractor shall ensure that an *out of hours performer*—

85B.1. only supplies *necessary drugs, medicines and appliances*;

85B.2. supplies the *complete course* of the necessary medicine or drug required to treat the patient; and

85B.3. does not supply—

85B.3.1. drugs, medicines or appliances which he could not lawfully supply,

85B.3.2. appliances which are not listed in Part IX of the *Drug Tariff*,

85B.3.3. *restricted availability appliances*, except where the patient is a person, or it is for a purpose, specified in the *Drug Tariff*, or

85B.3.4. a drug, medicine or other substance listed in Schedule 1 to the Health and Personal Social Services (General Medical Services Contracts) (Prescription of Drugs etc) Regulations (Northern Ireland) 2004, or a drug, medicine or other substance listed in Schedule 2 to those Regulations other than in the circumstances specified in that Schedule.

85C. The *out of hours performer* shall record on a separate *supply form* for each patient any drugs, medicines or appliances supplied to the patient provided that a single *supply form* may be completed where the Contractor supplies *necessary drugs, medicines or appliances* to two or more persons in a school or other institution in which at least 20 persons normally reside, when the *out of hours performer* may write on

the *supply form* the name of the school or institution rather than the name of the individual patient.

85D. The *out of hours performer* shall ask any person who makes a declaration that the patient does not have to pay the charges specified in regulation 4(1) of *the Charges Regulations* by virtue of either–

85D.1. entitlement to exemption under regulation 7(1) of *the Charges Regulations*; or

85D.2. entitlement to remission of charges under regulation 5 of the Health and Personal Social Services (Travel Expenses and Remission of Charges) Regulations (Northern Ireland) 2004,

to produce satisfactory evidence of such entitlement, unless the declaration is in respect of entitlement to exemption by virtue of sub-paragraph (a), (c), (d), (e), (f) or (g) of regulation 7(1) of *the Charges Regulations*, and at the time of the declaration the *out of hours performer* already has such evidence available to him.

85E. If no satisfactory evidence is produced to him as required by clause 85D (and, where it is relevant, none is already available to him as mentioned in that clause), the *out of hours performer* shall endorse the *supply form* to that effect.

85F. Subject to clause 85G, nothing in clauses 85A to 85E shall prevent an *out of hours performer* supplying a *Scheduled drug* or a *restricted availability appliance* in the course of treating a patient under a private arrangement.

85G. The provisions of Part 18 apply in respect of the supply of *necessary drugs, medicines and appliances* under clauses 85A to 85E as they apply in respect of prescriptions for drugs, medicines and appliances.”.

PARTS 10 to 12

No variations

PART 13 PRESCRIBING AND DISPENSING

3. In **clause 274**, after “buprenorphine”, the words “or diazepam” are inserted.

4. The wording of **Clause 295.2** is omitted, and the clause left as an unused number.

5. **Clause 297** is varied as follows:
 - (a) The wording of **Clause 297.3** is omitted, and the clause left as an unused number;

 - (b) The wording of **Clause 297.6** is omitted, and the clause left as an unused number; and

6. The wording of **Clause 299** is omitted, and the clause left as an unused number.

7. **Clause 334** is replaced as follows:

“**334.** If the Contractor is providing *dispensing services*, it shall comply with paragraph 5 of Schedule 2 to the *Pharmaceutical Regulations*, as if modified as follows-

334.1. for “paragraph 3, or in the circumstances set out in paragraph 4” there were substituted “paragraph 50(2) or (4) of Schedule 6 to the *Regulations*; and

334.2. for “the dispensing doctor”, in each place where it occurs, there were substituted “the Contractor providing dispensing services.”.

PART 14 PERSONS WHO PERFORM SERVICES

8. In **clause 368.2**, “NCAA” is replaced by “NPSA”.

PART 15 RECORDS, INFORMATION, NOTIFICATION AND RIGHTS OF ENTRY³

9. The wording of **Clauses 435 and 436** is omitted and the clauses left as unused numbers.

10. After **clause 458.1**, the following new clause is inserted:

“458.1A. a new director or secretary is appointed;”.

11. After **clause 459**, the following new clause is inserted:

“459A. A notice under clause 458.1A shall confirm that the new director or, as the case may be, secretary meets the conditions imposed on directors and secretaries by virtue of regulation 5 of *the Regulations*.”.

PARTS 16 and 17

No variations

PART 18 FEES AND CHARGES

³ The variations in paragraphs 45 and 46 should only be included if the Contractor is a company limited by shares.

No variations

PARTS 19 TO 24

No variations

PART 25 VARIATION AND TERMINATION OF THE CONTRACT

12. Clause 540 is replaced as follows⁴:

“540. If the partnership is terminated or dissolved because, in a partnership consisting of two individuals practising in partnership, one of the partners has died, the remaining individual shall notify the Board in writing as soon as is reasonably practicable of the death of his partner and clause 540A or 540B shall apply.

540A. If the remaining individual is a general medical practitioner, the Contract shall continue with that individual.

540B. If clause 540A does not apply, the Board may, if it thinks fit, serve notice in writing on the remaining individual confirming that the Board will allow the Contract to continue with that individual, for a period specified by the Board of up to six months (the “interim period”) provided that he consents to the Board employing or supplying a general medical practitioner to him for the interim period to assist in the provision of clinical services under the Contract.

540C. Before deciding whether to serve a notice pursuant to clause 540B, the Board shall, whenever it is reasonably practicable to do so, consult the Local Medical Committee (if any) for its area.

⁴ The variations in paragraphs 12 and 13 should only be included if the Contractor is a partnership.

540D. If, during the interim period, the Contractor withdraws his consent to the Board employing or supplying a general medical practitioner, the Board shall serve notice in writing on the Contractor terminating the Contract forthwith.

540E. If, at the end of the interim period, the Contractor has not entered into partnership with a general medical practitioner who is not a limited partner, the Board shall serve notice on the contractor terminating the Contract forthwith.”.

13. After **clause 542**, the following new clause is inserted:

“542A. In clauses 540A, B, D and E, “general medical practitioner” has the same meaning as in regulation 4(1) of *the Regulations*.”.

14. After **clause 543**, the following new clause is inserted⁵:

“Termination on the death of an individual medical practitioner

543A. Where the Contractor dies, the Contract shall terminate at the end of the period of seven days after the date of his death unless, before the end of that period—

543A.1. the Board has agreed in writing with the Contractor’s personal representatives that the Contract should continue for a further period, not exceeding 28 days after the end of the period of seven days; and

543A.2. the Contractor’s personal representatives have consented in writing to the Board employing or supplying one or more general medical practitioners to assist in the provision of clinical services under the Contract throughout the period for which it continues.

⁵ The variation in paragraph 14 should only be included in the variation notice if the Contractor is an individual medical practitioner.

543B. In clause 543A.2, “general medical practitioner” has the same meaning as in regulation 4(1) of *the Regulations*.

543C. Clause 543A does not affect any other rights to terminate the Contract which the Health and Social Services Board may have under clauses 558 to 573.”

15. In **clause 552**, “clause 557A” is replaced with “clauses 552A and 557A”.

16. After **clause 552**, the following is inserted:

“**552A.** Where the failure of an individual medical practitioner to continue to satisfy the condition specified in regulation 4(1) of *the Regulations* is the result of a suspension specified in clause 554B, clause 552 shall not apply unless—

552A.1. the Contractor is unable to satisfy the Board that it has in place adequate arrangements for the provision of clinical services under the Contract for so long as the suspension continues; or

552A.2. the Board satisfied that the circumstances of the suspension are such that if the Contract is not terminated forthwith—

552A.2.1. the safety of the Contractor’s patients is at serious risk;
or

552A.2.2. the Board is at risk of material financial loss.”.

17. In **clause 553**, after “557A”, the words “and except in a case to which clause 540 applies,” are inserted.

18. In **clause 554.2**, “of up to six months” is replaced with “in accordance with clause 554A”.

19. After **clause 554.2**, the following new clauses are inserted:

554A. The period specified by the Board under clause 554.2 shall not exceed—

554A.1. six months; or

554A.2. in a case where the failure of the Contractor to continue to satisfy the condition in regulation 4(2)(a) or, as the case may be, 4(3)(a) of *the Regulations*, is the result of a suspension referred to in clause 554B, the period for which that suspension continues.

554B. The suspensions referred to in clauses 552A and 554A.2 are suspension—

554B.1. by a Fitness to Practise Panel under—

554B.1.1. section 35D of the Medical Act 1983 in a health case, other than an indefinite suspension under section 35D(6) of that Act; or

554B.1.2. section 38(1) of that Act; or

554B.2. by a Fitness to Practise Panel or an Interim Orders Panel under section 41A of that Act.

554C. In clause 554B.1.1, “health case” has the meaning given in section 35E(4) of the Medical Act 1983.”.

20. After clause 557A, the following new clause is inserted:

“557B. In clauses 554 and 556, “general medical practitioner” has the same meaning as in regulation 4(1) of *the Regulations*.”.

21. **Clause 558** is replaced as follows:

“558. The Board may serve notice in writing on the Contractor terminating the Contract forthwith, or from such date as may be specified in the notice if, after this Contract was entered into, it has come to the attention of the Board that written information provided to the Board by the Contractor—

558.1. before the Contract was entered into; or

558.2. pursuant to clauses 459, 459A or 461,

in relation to the conditions set out in regulations 4 and 5 of *the Regulations* (and compliance with those conditions) was, when given, untrue or inaccurate in a material respect.”.

22. In **clause 559**, at the end add “or, if later, on or after the date on which a notice in respect of his compliance with the conditions in regulation 5 of *the Regulations* was given under clauses 459, 459A or 461.”.

23. In **Clause 587**, “569 or 571” is replaced with “569, 571 or 575”.

PART 26 AND SCHEDULES

No variations.

Standard GMS Contract Variation Notice – April 2005

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: