

Standard GMS Contract Variation Notice – April 2005
Draft 2 – 23 March 2005

STANDARD GENERAL MEDICAL SERVICES CONTRACT VARIATION
NOTICE – APRIL 2005

The text of the Standard General Medical Services Variation Notice April 2005 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 27 October 2004.

WORDING OF VARIATIONS

PART 1 DEFINITIONS AND INTERPRETATION

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

1.1 After the **definition of “adjudicator”**, the following definition is inserted:

““advanced electronic signature” means an electronic signature which is—

- (a) uniquely linked to the signatory,
- (b) capable of identifying the signatory,
- (c) created using means that the signatory can maintain under his sole control, and
- (d) linked to the data to which it relates in such a manner that any subsequent change of data is detectable;”.

1.2 The **definition of “bank holiday”** is replaced as follows:

““bank holiday” means any day that is specified or proclaimed as a bank holiday in England and Wales pursuant to section 1 of the Banking and Financial Dealings Act 1971;”.

1.3. The **definition of “batch issue”** is replaced as follows:

““batch issue” means a form provided by the PCT and issued by a *repeatable prescriber* at the same time as a *non-electronic repeatable prescription* to enable a *chemist* to receive payment for the provision of *repeat dispensing services* which is in the format specified in Part 2 of Schedule 1 to the National Health Service (General Medical Services Contracts) Regulations 2004, and which-

- (a) is generated by a computer and not signed by a *repeatable prescriber*,

- (b) relates to a particular *non-electronic repeatable prescription* and contains the same dates as that prescription,
- (c) is issued as one of a sequence of forms, the number of which is equal to the number of occasions on which the drugs, medicines or appliances ordered on the *non-electronic repeatable prescription* may be provided, and
- (d) specifies a number denoting its place in the sequence referred to in paragraph (c);”.

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

““the Charges Regulations” means the National Health Service (Charges for Drugs and Appliances) Regulations 2000;”.

1.5. 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;”.

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

““dispenser” means a *chemist*, medical practitioner or contractor whom a patient wishes to dispense his *electronic prescriptions*;”.

1.7. In the **definition of “dispensing services”**, “regulation 20” is replaced with “regulation 60”.

1.8. In the **definition of “Drug Tariff”**, “regulation 18” is replaced with “regulation 56”.

1.9. After the **definition of “Drug Tariff”**, the following definitions are inserted:

““electronic communication” has the same meaning as in section 15 of the Electronic Communications Act 2000;

“electronic prescription” means an *electronic prescription form* or an *electronic repeatable prescription*;

“electronic prescription form” means a *prescription form* which falls within paragraph (b) of the definition of “*prescription form*”;

“electronic repeatable prescription” means a prescription which falls within paragraph (a)(ii) of the definition of “*repeatable prescription*”;

1.10. After the **definition of “essential services”**, the following definition is inserted:

““ETP service” means the electronic prescription service which forms part of the *NHS Care Record Service*”;

1.11 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*”;

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

1.13. 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;

“NHS Care Record” means the records relating to an individual patient held by the *NHS Care Record Service*;

“NHS Care Record Service” means the information technology systems procured by the Department of Health and used by *the health service* to hold medical records relating to patients;”.

1.14. After the **definition of “the NHS Tribunal”**, the following definitions are inserted:

““nominated dispenser” means a *chemist*, medical practitioner or contractor whom a patient has nominated in his *NHS Care Record* to dispense his *electronic prescriptions*;

“non-electronic prescription form” means a *prescription form* which falls within paragraph (a) of the definition of “*prescription form*”;

“non-electronic repeatable prescription” means a prescription which falls within paragraph (a)(i) of the definition of “*repeatable prescription*”;

1.15. 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;”.

1.16. 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;”.

1.17. 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;”.

1.18 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;”.

1.19. The **definition of “Pharmaceutical Regulations”** is replaced as follows:

““Pharmaceutical Regulations” means the National Health Service (Pharmaceutical Services) Regulations 2005;”.

1.20. The **definition of “prescription form”** is replaced as follows:

““prescription form” means—

- (a) a form provided by the Primary Care Trust and issued by a *prescriber*, or

(b) where clause 277A applies, data that are created in an electronic form, signed with a *prescriber's advanced electronic signature* and transmitted as an *electronic communication* to the *ETP service*, to enable a person to obtain pharmaceutical services or *local pharmaceutical services* and does not include a *repeatable prescription*;"

1.21. After the definition of "repeat dispensing services" the following definition is inserted:

"repeatable prescriber" means a *prescriber* in a case where the Contractor provides *repeatable prescribing services* under clause 278;"

1.22. The definition of "repeatable prescription" is replaced as follows:

"repeatable prescription" means a prescription which—

(a) either—

(i) is contained in a form provided by the Primary Care Trust and issued by a *repeatable prescriber* which is in the format specified in Part 1 of Schedule 1 to *the Regulations* and which is generated by a computer and signed in ink by a *repeatable prescriber*; or

(ii) where clause 277A applies, consists of data that are created in an electronic form, signed with a *repeatable prescriber's advanced electronic signature* and transmitted as an *electronic communication* to the *ETP service*,

(b) is issued or created to enable a person to obtain pharmaceutical services or *local pharmaceutical services*, and

(c) indicates that the drugs, medicines or appliances ordered on that prescription may be provided more than once and specifies the number of occasions on which they may be provided;"

1.23. 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 of Pharmaceutical Chemists maintained in pursuance of section 2(1) of the Pharmacy Act 1954;

(iii) the register maintained in pursuance of Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976; or

(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*.”.

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

““supply form” means a form provided by a Primary Care Trust 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 14 of the National Health Service (Primary Medical Services) (Miscellaneous Amendments) Regulations 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 National Health Service (General Medical Services Contracts) (Prescription of Drugs etc) Regulations 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 National Health Service (Travel Expenses and Remission of Charges) Regulations 2003,

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. Clause 270 is varied as follows:

- (a) “issued” is replaced with “issued or created”; and
- (b) “277” is replaced with “277C”.

4. In clause 271, the words from “by issuing to that patient” to the end are replaced with:

“by—

271.1. issuing to that patient a *non-electronic prescription form* or *non-electronic repeatable prescription* completed in accordance with clause 273; or

271.2. where clause 277A applies, creating and transmitting an *electronic prescription*.”.

271A. A *non-electronic prescription form*, *non-electronic repeatable prescription* or *electronic prescription* shall not be used in any circumstances other than those described in clause 271.”.

5. Clause 273 is replaced as follows:

“273. In issuing any *non-electronic prescription form* or *non-electronic repeatable prescription*, the *prescriber* shall sign the *prescription form* or *repeatable prescription* in ink with his initials, or forenames, and surname in his own handwriting and not by means of a stamp, and

shall so sign only after particulars of the order have been inserted in the *prescription form* or *repeatable prescription*.”.

6. After **clause 273**, the following new clauses are inserted:

“273A. A *prescription form* or *repeatable prescription* shall not refer to any previous *prescription form* or *repeatable prescription*.”

273B. A separate *prescription form* or *repeatable prescription* shall be used for each patient, except where a bulk prescription is issued for a school or institution under clauses 300 to 303.”.

7. In **clause 274**, after “buprenorphine”, the words “or diazepam” are inserted.
8. In **clause 274.1**, “*prescription form*” is replaced with “*non-electronic prescription form*”.
9. In **clause 275**, “*prescription form*” is replaced with “*non-electronic prescription form*”.
10. In **clause 276**, “issued” is replaced with “issued or created”.
11. **Clause 276.3** is replaced as follows:

“276.3. he undertakes to—

276.3.1. furnish the *chemist* within 72 hours with a *non-electronic prescription form* or *non-electronic repeatable prescription* completed in accordance with clause 273, or

276.3.2. transmit to the *ETP service* within 72 hours an *electronic prescription*.”.

12. In **clause 277**, “issued” is replaced with “issued or created”.

13. Clause 277.3 is replaced as follows:

“277.3. he undertakes to—

277.3.1. furnish the *chemist* within 72 hours with a *non-electronic prescription form* or *non-electronic repeatable prescription* completed in accordance with clause 273, or

277.3.2. transmit to the *ETP service* within 72 hours an *electronic prescription*.”.

14. After clause 277, the following new clauses are inserted:

“Electronic prescriptions

277A. A *prescriber* may only order drugs, medicines or appliances by means of an electronic prescription if—

277A.1. the Contract is with a Primary Care Trust which is specified in directions issued by the *Secretary of State* under section 17 of *the Act* as being a Primary Care Trust which can authorise its Contractors to use the *ETP service*;

277A.2. the patient to whom the prescription relates has—

277A.2.1. nominated one or more *dispensers* in his *NHS Care Record*;

277A.2.2 confirmed that he intends to use that *dispenser* (or one of them) for the purposes of obtaining the drugs, medicines or appliances ordered on the *electronic prescription* in question; and

277A.2.3. consents to the use of an *electronic prescription* on the particular occasion; and

277A.3. the prescription is not—

277A.3.1 for a controlled drug within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being specified in Schedule 4 or 5 to the Misuse of Drugs Regulations 2001;

277A.3.2. for supply by instalments under clause 274; or

277A.3.3 a bulk prescription issued for a school or institution under clauses 300 to 303.

277B. In relation to a patient who is a *child* or an adult incapable of nominating a *dispenser*, clause 277A.2 shall apply as if the reference to the patient to whom the prescription relates included a reference to—

277B.1. in the case of a child, that patient's *parent* or other person referred to in clause 174.1; or

277B.2. in the case of an adult, that patient's relative or *primary carer*.

277C. A *prescriber* who orders drugs, medicines or appliances by means of an *electronic prescription* shall—

277C.1. in the case of an *electronic repeatable prescription*, issue the patient with a form provided by the Primary Care Trust for the purpose of recording details of that *electronic repeatable prescription* and linked to that *electronic repeatable prescription* by a number contained on the form; and

277C.2. in the case of an *electronic prescription form*, issue the patient, if he so requests, with a written record of the prescription which has been created.

Nomination of dispensing contractors for the purpose of electronic prescriptions

277D. If the Contractor operates the *ETP service* for its patients, it shall, if requested to do so by a patient, enter in that patient's *NHS Care Record*—

277D.1. where he does not have a *nominated dispenser*, the *dispenser* chosen by that patient; and

277D.2. where he does have a *nominated dispenser*—

277D.2.1. a replacement *dispenser*; or

277D.2.2. a further *dispenser*,

chosen by that patient.

277E. Clause 277D.2.2 shall not apply if the number of *nominated dispensers* would thereby exceed the maximum number permitted by the *ETP Service*.

277F. Clause 174.1 shall apply in relation to requests under clause 277D as it applies to applications for inclusion in a list of patients.

277G. The Contractor—

277G.1. shall not seek to persuade a patient to nominate a *dispenser* recommended by the *prescriber* or the Contractor; and

277G.2. shall, if asked by the patient to recommend a *chemist* whom he might nominate as his *dispenser*, provide the patient with the list

of all the *chemists* in the area who provide an *ETP service* as given to the Contractor by the PCT.”.

15. The wording of **clause 279.1** is omitted, and the clause left as an unused number.

16. In **clause 279.2**, “*repeatable prescriptions*” is replaced with “*non-electronic repeatable prescriptions*”.

17. In **clause 284.2**, “regulation 20” is replaced with “regulation 60”.

18. In **clause 286**, “*repeatable prescription*” is replaced with “*non-electronic repeatable prescription*”.

19. **Clauses 287 to 289** are replaced as follows:

“287. Where a *prescriber* wishes to make any change to the type, quantity, strength or dosage of drugs, medicines or appliances ordered on a person’s *repeatable prescription* he must—

287.1. in the case of a *non-electronic repeatable prescription*—

287.1.1. notify the person; and

287.1.2. make reasonable efforts to notify the *chemist* providing *repeat dispensing services* to that person,

that the original *repeatable prescription* should no longer be used to obtain or provide *repeat dispensing services* and make arrangements for a replacement *repeatable prescription* to be issued to that person; or

287.2. in the case of an *electronic repeatable prescription*—

287.2.1. arrange with the *ETP service* for the cancellation of the original *repeatable prescription* in the person's *NHS Care Record*, and

287.2.2. create a replacement *electronic repeatable prescription* relating to that person and notify him that he has done so.

288. A *prescriber* who has created an *electronic repeatable prescription* for a person must as soon as practicable arrange with the *ETP service* for its cancellation in that person's *NHS Care Record* if, before the expiry of that prescription—

288.1. he considers that it is no longer appropriate or safe for that person to receive the drugs, medicines or appliances ordered on his *electronic repeatable prescription* or no longer appropriate or safe for him to continue to receive *repeatable prescribing services*;

288.2. he has issued the person with a *non-electronic repeatable prescription* in place of the *electronic repeatable prescription*; or

288.3. it comes to his notice that that person has been removed from the list of patients of the Contractor on whose behalf the prescription was issued.

289. Where a *prescriber* has cancelled a person's *electronic repeatable prescription* in accordance with clause 288 he must, as soon as is practicable, notify that person.

289A. A *prescriber* who has issued a *non-electronic repeatable prescription* in respect of a person must, as soon as practicable, make

reasonable efforts to notify the *chemist* that that *repeatable prescription* should no longer be used to provide *repeat dispensing services* to that person, if, before the expiry of that *repeatable prescription*—

289A.1. he considers that it is no longer appropriate or safe for that person to receive the drugs, medicines or appliances ordered on his *repeatable prescription* or no longer appropriate or safe for him to continue to receive *repeatable prescribing services*;

289A.2. he issues or creates a further *repeatable prescription* in respect of the person to replace the original *repeatable prescription* other than in the circumstances referred to in clause 287.1 (for example, because the person wishes to obtain the drugs, medicines or appliances from a different *chemist*); or

289A.3. it comes to his notice that that person has been removed from the list of patients of the Contractor on whose behalf the prescription was issued.

289B. Where the circumstances in clauses 289A.1 to 289A.3 apply, the *prescriber* must as soon as practicable notify the person on whose behalf the *non-electronic repeatable prescription* was issued that that *repeatable prescription* should no longer be used to obtain *repeat dispensing services*.”.

20. In **clause 291.3**, “endorses the form with” is replaced with “includes on the *prescription form*”.

21. In **clause 292.2**, “endorses the face of the form with” is replaced with “includes on the *prescription form*”.

22. In **clause 294.1**, “give” is replaced with “issue or create”.

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

24. **Clause 295.4.3** is replaced as follows:

“295.4.3. if the *supplementary prescriber* is issuing or creating a prescription, he includes on the *prescription form* the reference “SLS”.”.

25. In **clause 296**, “give” is replaced with “issue or create”.

26. **Clause 297** is varied as follows:

(a) The wording of **Clause 297.3** is omitted, and the clause left as an unused number;

(b) **Clause 297.5.3** is replaced as follows:

“297.5.3 when issuing or creating the prescription, he includes on the *prescription form* the reference “SLS”.”;

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

(d) **Clause 297.8.3** is replaced as follows:

“297.8.3 when issuing or creating the prescription, he includes on the *prescription form* the reference “SLS”.”.

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

28. In **clause 300**, “*prescription form*” is replaced with “*non-electronic prescription form*”.

29. In **clause 301**, “*prescription form*” is replaced with “*non-electronic prescription form*”.

30. In **clause 305**, “regulations 20” is replaced with “regulation 60”.

DN: the “s” in “regulations” above is how it was spelt in the October 2004 contract.

31. In **clause 308.2**, “regulation 12(15) or 13(13) of the *Pharmaceutical Regulations* as they apply pursuant to clauses 320 or 321” is replaced with “regulation 20(2) or 38(14)(b) of the *Pharmaceutical Regulations* as they apply pursuant to clause 320”.

32. In **clause 313.1**, “regulation 12(15) or 13(13) of the *Pharmaceutical Regulations* as they apply pursuant to clauses 320 or 321” is replaced with “regulation 20(2) or 38(14)(b) of the *Pharmaceutical Regulations* as they apply pursuant to clause 320”.

33. In **clause 313.2.2**, “regulation 9(10)” is replaced with “regulation 31(9)”.

34. Clause 317 is substituted as follows:

“An application under clause 316 shall be determined in accordance with regulations 18, 33, 34 and 36 to 38 of the *Pharmaceutical Regulations* (as modified in accordance with clause 320), as though it were an application for outline consent under regulation 61 of those Regulations.”.

35. In clause 319, “regulation 12(16)” is replaced with “regulation 39(12)”.

36. Clause 320 is replaced as follows:

“320. Regulations 18, 20(2), 33, 34, 36 and 38 of the *Pharmaceutical Regulations* shall apply as if-

320.1. in regulations 18(2), 33(2) and (3) and 36(1), (3) and (9), the references to provisions being “subject to regulations 25 and 26” were omitted;

320.2. in regulations 18(2)(b) and (c), 33(2)(j) and 34(1)(a), for the references to “regulation 61” there were substituted references to clauses 316 to 320;

320.3. in regulations 20(2) and 38(2)(c), for the references to “regulation 60” there were substituted references to clauses 305 to 315 above; and

320.4. in regulation 38(14)(b), for the reference to “arrangements under regulation 60 for the provision by a doctor of pharmaceutical services” there were substituted a reference to arrangements under clauses 305 to 315 for the provision by the Contractor of *dispensing services*.”.

37. The wording of **clause 321** is omitted, and the clause left as an unused number.

38. **Clause 328.1** is replaced as follows:

“328.1. record an order for the provision of any drugs, medicines or appliances which are needed for the treatment of the patient on—

328.1.1. a *non-electronic prescription form* completed in accordance with clause 273, or

328.1.2. if the Contractor is the patient’s *nominated dispenser* (or one of them), an *electronic prescription form*.”.

39. **Clause 330** is replaced as follows:

“330. If the Contractor is providing *dispensing services*, where a patient—

330.1. presents to it an order on a *non-electronic prescription form* for drugs, medicines or appliances signed by an *independent nurse prescriber*, or an order for a *restricted availability appliance* signed by and endorsed with the reference “SLS” by an *independent nurse prescriber*; or

330.2. in a case where the Contractor is the patient’s *nominated dispenser* (or one of them) informs it that an *independent nurse prescriber* has ordered drugs, medicines or appliances for him by means of an *electronic prescription form*,

the Contractor may, provided, in a case to which clause 330.2 above applies, he has received the *electronic prescription form* from the *ETP service*, provide to the patient such of the drugs, medicines or appliances so ordered as it supplies in the normal course of its practice.”.

40. 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

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

PART 15 RECORDS, INFORMATION, NOTIFICATION AND RIGHTS OF ENTRY³

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

43. In clause 446.1, “issued” is replaced with “ issued or created”.

44. In clause 449.2, “issued” is replaced with “ issued or created”.

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

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

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

46. 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

47. In **clause 484.11**, “regulation 20” is replaced by “regulation 60”.

PARTS 19 TO 24

No variations

PART 25 VARIATION AND TERMINATION OF THE CONTRACT

48. **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 PCT in writing as soon as is reasonably practicable of the death of his partner and clause 540A or 540B shall apply.

⁴ The variations in paragraphs 48 and 49 should only be included if the Contractor is a partnership.

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 PCT may, if it thinks fit, serve notice in writing on the remaining individual confirming that the PCT will allow the Contract to continue with that individual, for a period specified by the PCT of up to six months (the “interim period”) provided that he consents to the PCT 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 PCT shall, whenever it is reasonably practicable to do so, consult the Local Medical Committee (if any) for its area.

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

49. 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*.”.

50. 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 PCT 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 PCT 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.

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 Primary Care Trust may have under clauses 558 to 573.”

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

52. 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*

⁵ The variation in paragraph 50 should only be included in the variation notice if the Contractor is an individual medical practitioner.

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 PCT 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 PCT is 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 PCT is at risk of material financial loss.”.

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

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

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

“554A. The period specified by the PCT 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.”.

56. 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*.”.

57. Clause 558 is replaced as follows:

“558. The PCT 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 PCT that written information provided to the PCT 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.”.

58. 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.”.

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

PART 26 AND 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:

Standard GMS Contract Variation Notice – April 2005
Draft 2 – 23rd March 2005

[on behalf of _____]:

Print name:

Date: