



Standard General Medical Services Contract Variation Notice

January 2023

Standard General Medical Services (GMS) Contract Variation Notice

Version number: 1.0

Issued: January 2023

Prepared by Sara Hares, GP Contracts and Service Manager on behalf of Manx Care

The text of the Standard General Medical Services Variation Notice January 2023 has been prepared by Sara Hares on behalf of Manx Care, agreed via the GP Representative and Manx Care Liaison Committee.

It is prepared on the basis that the numbering adopted in the signed contract follows that used in the Isle of Man Standard General Medical Services Contract April 2020 (Issued April 2020).

Equalities and health inequalities statement

"Promoting equality and addressing health inequalities are at the heart of Manx Care 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 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."

Dear Sir/Madam

Notice of Variation to your General Medical Services Contract dated April 2020

We give you notice that the terms of your General Medical Services Contract dated 01st April 2020 are varied as set out below with effect from 01st April 2023

These variations are made to comply with the terms of:

- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) Regulations 2020 where appropriate to the Isle of Man;
- The National Health Service (General Medical Services Contracts and Personal Medical Services Agreements) (Amendment) (No. 2 and 3) Regulations 2020 /2022 where appropriate to the Isle of Man; and
- Discrepancies identified in the numbering and wording of the General Medical Services contract issued April 2020
- The Health and Care Act 2022 (consequential and related amendments and transitional provisions) regulations 2022
- [Prescription Only Medicines \(Human Use\) \(Amendment\) Regulations 2020 \(tynwald.org.im\)](https://www.tynwald.org.im)

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

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 Manx Care

Print name:

Wording of Variations

Part 1

1. In clause 1.1:

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

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

1.2. In the definition of “**Clinical correspondence**” before the words “patient attendance and treatment” **insert** the words “the provision of a remote service or”

1.3. **Insert** the following definitions:

“ **The commissioner**” means the party whose name and address appears at Part 1 of Schedule 1;

“**Directly bookable appointment**” means an appointment of a type which, in line with the guidance entitled “Directly bookable appointments – guidance for practices, is available for booking by a registered patient or an appropriate person on their behalf;

“**Remote consultation**” means a consultation under the contract in which a patient, or their representative, participates by any means permitted under the contract, other than in person;

“**remote service**” means a service under the contract which is

- a) An online consultation under clause 16.5ZD
- b) A secure electronic communication under clause 16.5ZE
- c) A video consultation under clause 16.5ZF
- d) A telephone consultation
- e) An electronic prescription (when implemented)
- f) Any other service which can be provided through a digital or telecommunications method, including administrative tasks in support of the contract.

1.4. **Insert** the following new definition:

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

1.5. **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;”

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

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

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

““**prescriber**” means:

- (a) *a chiropracist 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;”

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

“(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) chiropracists and podiatrists;
- (ii) paramedics,
- (iii) physiotherapists; or
- (iv) radiographers;”

1.9. 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) chiropracists and podiatrists;
- (bb) dieticians,
- (cc) paramedics,
- (dd) physiotherapists; or
- (ee) radiographers; or”

1.10. After clause 1.2.12, insert the following:

1.2.13 where under section 65Z5 of the 2006 Act a relevant body) as defined therein) has arranged functions exercisable by it to be exercised by or jointly with one or more other bodies, a reference to that relevant body shall, as the context requires, include a reference to the body or bodies exercising the functions in question (and vice versa)

Part 7

1. **Replace 7.2.2** with the following:

“7.2.2. Subject to any plan which is included in the contract pursuant to clause 7.2.3, the contractor shall ensure that premises used for the provision of services under the contract are:

a) – e) remain the same

2. **Replace 7.2.3** with the following:

“7.2.3 The contractor shall comply with the plan specified in clause 7.2.2 and contained in Schedule 5 to this contract as regards the steps to be taken by the contractor to meet the requirements in clause 7.2.2 and the timescales in which those steps will be taken”

3. **Replace clause 7.10.2** with the following:

“7.10.2 The Department must send a report received in accordance with clause 7.10.1 to the person with whom the patient is registered for the provision of *essential services* or the equivalent”

4. **Replace clause 7.5.1 (b)** with the following

(b) the patient is :

- i. Offered an appointment, for a time which is appropriate and reasonable having regard to all the circumstances, to attend the contractors practice premises again or participate in a telephone or video consultation; or
- ii. The patient is invited to make a request via an online consultation system, and the patient’s health would not thereby be jeopardised

5. In clause 7.7.1, before the words “a consultation either at” **insert** the words “ a remote consultation or”

6. In clause 7.9.2 before the words “clauses 7.9.1 and 7.9.2” insert the words “or to participate in a remote consultation”

7. **Replace clause 7.10.3** with the following:

“7.10.3 The clause **7.10** does not apply in relation to the provision of *out of hours services* provided by the contractor on or after 1st January 2005

8. Replace 7.12 with

7.12 Infection Prevention and Control and Staff Vaccination

7.12.1 The Provider must

- comply with the Code of Practice on the Prevention and Control of Infections and put in place and implement an infection prevention programme ensuring governance arrangements are in place e.g. audit programme, training <https://www.gov.uk/government/publications/the-health-and-social-care-act-2008-code-of-practice-on-the-prevention-and-control-of-infections-and-related-guidance>
- nominate an Infection Prevention link and ensure that the Lead Nurse, Infection Prevention and Control is kept informed of the person holding this position
- have regard to NICE guideline NG15 (Antimicrobial stewardship: systems and processes for effective antimicrobial medicine use) <https://www.nice.org.uk/guidance/ng15>
- have regard to the Antimicrobial Stewardship Toolkit.
- must use all reasonable endeavours, consistent with good practice, to reduce its Broad Spectrum Antibiotic Usage (measured in each case against the Broad-Spectrum Antibiotic Usage 2018 Baseline): by 4.5% by 31 March 2023; 6.5% by 31 March 2024; and must provide an annual report to the Director of Infection Prevention & Control on its performance. *Support will be provided to practices through pharmacy, Infection control and the Primary Care, Care Quality and Safety Manager*
- The Provider must use all reasonable endeavours to ensure that all of its frontline Staff in contact with Service Users are vaccinated against influenza and coronavirus

Part 8

1. 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

1. Replace clause 9.6.2(b) with the following:

- “(b) the examination of the child at the frequency that has been agreed with Manx Care 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 13

1. After clause 13.4.3, insert the following:

“13.4.3A. The Contractor must, upon receipt of a reasonable written request from the Department:

- (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 Manx Care in the exercise of its duties under clause 13.4.3, contacting *patients* where reasonably necessary to confirm that their *patient* data is correct.”

2. Replace clause 13.10.4(a) with the following:

“(a) Reserved;”

3. Amend clause 13.11.1 with the following:

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 Department in accordance with clause 13.11.3.

4. In clause 13.13.1, after the words “where the Department is satisfied” insert the words “, or is notified by the Contractor,”.

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

“13.24. Application of clauses 13.23 to 13.26

13.24.1. Clauses 13.23 to 13.26 apply in respect of the assignment by the Department 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 boundary 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 boundary 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 Department 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.”

Part 15

1. **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 Department prior to the sub- contractor sub-contracting those services.”

Part 16

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

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

2. Add **16.5B – Patient Access: other availability of directly bookable appointments**

16.5B.1 The contractor must ensure that all of its directly bookable appointments are made available for booking by telephone or in person

3. After clause 16.5.9, **insert** the following:

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

16.5 ZA.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*.

16.5 ZA.4 But the Contractor may:

- (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*.

16.5 ZA.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.

16.5 ZA.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**
- 16.5 ZB.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.
- 16.5 ZB.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).”

4. **Replace clause 16.5.9** with the following:

“16.5.9 The contractor must maintain a minimum of 45% uptake of it’s registered patients for patient online services

5. After clause 16.7A, **insert** the following:

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

16.7 B.1 The Contractor must have:

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

16.7B.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*.

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

16.7B.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.

16.7 B.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 16.7B.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*.

16.7B.6 The requirements in this clause 16.7B.6 are in addition to those in clause 16.8

16.7 B.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.

6. After clause 16.8G, **insert** the following:

“16.8H Collection of data relating to appointments in general practice

16.8H.1 The Contractor must submit anonymised data relating to appointments for its *registered patients* ("practice appointments data") in accordance with the GP Appointments Service specification

Part 24

1. **Replace** Clause 24.1.1 with

The contractor must establish and operate a complaints procedure to deal with any complaints made in relation to any matter reasonably connected with the provision of services under the contract and report accordingly through the online Primary Care Network provision called Agilio as well as through the Primary Care Complaints team of Manx Care.

2. **Replace** clause 24.1.2 with

The complaints procedure must comply with the Manx Care 2022 revised Complaints Policy, especially with regards to changes in regulations.

3. **Add** clause 24.1.3

The contractor must comply in the first instance in offering the complainant a face to face meeting. If a meeting is offered and refused, the contractor must note this in the complainants file as a record of the offer.

4. After clause 24.2.1 (a) (i) replace sub clause (ii) with

- (ii) the commissioner
- (iii) the Health and Social Care Ombudsman

Part 26

1. Amend the title of 26.19 Consequences of termination to **26.20 Consequences of Termination**

2. 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, where reference is made to an announcement or advice of the Department 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 bring about amendments, suspension and enforcement from time to time.

26.21.2. Any term that is part of the Contract as a consequence of action taken or by agreement between the parties or by virtue of Emergency regulations being passed in Tynwald :

- (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 Department with the agreement of the Isle of Man Government will make an announcement in respect of the prioritisation of services to be provided in, or in any part of, the Isle of Man, 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 Isle Of Man Government* 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 particular circumstances specified in the announcement; and
- (ii) during the period specified in the announcement;

26.21.3. The Department 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
 - (ii) a serious risk or potentially a serious risk to human health;

the Department with the agreement of *the Isle of Man Government* has made an announcement in respect of the prioritisation of services to be provided in, or in any part of, the Isle of Man 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 Isle of Man Government* 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 particular circumstances specified in the announcement, and
 - (ii) during the period specified in the announcement; and

(d) the Contractor


has not complied with the term (it being of the specified type) in the particular circumstances mentioned in clause 26.21.3(c)(i) and during the period mentioned in clause 26.21.3(c)(ii).”






Schedule 3

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

Schedule 10

2. **Replace** the existing table and contents in schedule 10 with the below

Service Description	Specification
Minor Surgery	 Minor Surgery Service Specification
Flu Vaccination	 Flu specification 2021-22.docx
Post-operative Wound Care	 Post operative Wound Service Spec
Safeguarding	 Safeguarding Service Specification
Childhood immunisations	 Childhood Immunisations Servi
Learning Disability	 LD DES Service Specification Templ:
Alcohol	 Alcohol Service Specification Templ:
Tertiary Shared Care	 Shared Care Service Specification Templ:
Patient Participation	 Patient Participation Service
IUD's	 IUDs Service Specification Templ:
LARC's	 LARC's Service Specification Templ:
Adult Care Homes	 Care Homes Service Specification Templ:
Phlebotomy	 Phlebotomy Service Specification Templ:

Vasectomies	 Vasectomy Service Specification Template
Botox for severe headache	 Botox for the treatment of severe  Referral process for Botox.docx
Occipital Nerve Injection	 Occipital Nerve injections Service Sp
Network DES 2022- 2023 to be added in a further CV	 3.3 IOMPCN DES specification 21.22 -

Documents relied on

Data Sharing agreement – Pharmacy



DSA Primary Care Pharmacy & GP surg

Recruitment and retention policy



Retention policy

Relocation policy



final 2021-22 relocation scheme.d

Medicines management incentive scheme

On hold for the interim.

I/We [] acknowledge receipt of the notice of variation dated January 2023
I/We acknowledge that this notice will take effect from April 2023

Signed:

[on behalf of]:

Print name:

Date: