England

Focus on... Core GMS work

Introduction

It is crucial to the efficiency and effectiveness of the NHS that GPs and practices devote their time and energy only to providing services and care that are formally commissioned and resourced.

It is not always clear which services are included within 'core GMS' contracts, and which services are 'enhanced' and require separate contracting arrangements. There is a risk that practices, other providers and commissioners in different areas interpret which services are included in core practice contracts in different ways. This can result in some practices potentially providing services that are not separately commissioned and therefore unresourced.

Generally, if one or more services are commissioned locally in one or more areas of the country, they are not part of core GMS anywhere in the country. We offer a list of locally commissioned services, which by definition are not core general practice, and should be locally commissioned by integrated care boards (ICBs).

If these services are not formally locally commissioned but provision is still expected by an ICB or another provider, then practices should decline to provide this unfunded and non-core work. It will be for the ICB to either then formally commission this within general practice or elsewhere within the system. By defining what our core offering from general practice is, it enables us to provide the best possible care for our patients, and not be diverted into unresourced work that should be provided elsewhere, e.g. by a trust or other community provider, or commissioned separately.

GPCE's position

GPC England has sought expert legal advice on the legal position for practices working under a standard GMS contract that reflect the current GMS Regulations. Namely, whether ICBs can determine what services fall within the definition of 'essential services' in the standard GMS contract and, on that basis, subsequently demand that GP practices provide those services.

The advice is clear that it is not within ICBs' powers to make such determinations. On the contrary, GP practice contractors are empowered by the terms of their contracts to decide, subject to certain limitations, which services they provide within the practice and which services they refer to other service providers.

Where a dispute arises about whether a practice must provide a certain service, the question is not, 'Does the service fall within the definition of 'essential services'?', but rather, 'Does the GMS contract require the practice to provide that service within the practice as opposed to by referral?'.

Beyond providing consultation, examination and diagnosis, *and* providing the services specified in Regulation 17(6 (a) of the GMS Regulations, GP Practices providing their services under the Standard GMS Contract may refer a patient for treatment or further investigation to another NHS contracted provider. GP Practices are entitled to decide what additional services, if any, they provide in-house, and there is nothing in the contract preventing a GP from changing what it offers in-house in the future.

Notice Periods

Should a GP practice decide to withdraw from providing a formally commissioned service, or one where the arrangements have been informal, they should do so in accordance with the GMS contract. Even if the service was informal, before, or once notice is served, practices should notify patients and consider consulting their patient participation group on any impact of the changes in service provision. They can then notify the ICB who can use that insight to ensure a commissioning gap does not subsequently persist. Accountability for said gap, however, and making sure it is filled, will rest entirely with the ICB.

Contact details

Below are contact details for members/LMCs if they wish to share examples of ICBs or other providers attempting to force them into providing services.

info.lmcqueries@bma.org.uk