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To Whom it may Concern 30 July 2008

GENERAL PRACTITIONERS' RESPONSIBILITIES FOR PATIENTS IN NURSING HOMES

Sometimes the owners of Nursing Homes etc are unclear where the funded medical care provided by the NHS for their residents ends and further services, which have to be paid for, begin. Here are some notes that we hope will help make things clearer.

(N.B. These notes are written from the narrow perspective of a nursing home, a GP practice and the patients/residents, and should not be quoted out of context. In the event of any query or dispute the source documents (e.g. Schedule 5, Regulation 24 from the NHS regulations) are the authority.)

A GP Practice is contracted by the NHS to provide essential medical services, and such other additional or enhanced services as currently are in force, to its registered patients. Within core hours (08:00 to 18:30, Mon to Fri) GPs have to provide essential services as appropriate to meet the reasonable needs of their patients and to have in place arrangements for those patients to access such services in case of emergency.

- Essential Services are defined in clauses 47 to 52 of the contract. In brief, they comprise clinical management (i.e. consultation, examination, treatment and further investigation) of the health of those who are ill but likely to recover, the terminally ill and those suffering from chronic disease. This includes ongoing treatment, provision of advice and referrals.
- Additional Services (e.g. vaccinations and immunisations, and minor surgery such as wart and verruca removal), if provided, are provided on the same basis as essential services. You should ask the practice for a full list of the current additional services.
- Enhanced Services. These vary from year to year. Your GP practice will be able to tell you what enhanced services they are currently providing.

In addition, once the resident patient reaches the age of 75 they are entitled to a free annual medical inspection (clause 37 of the GMS Contract)

The basic rule is that services within the NHS practice contract are free at the point of use; all other work should be paid for. Note, however, that GPs and practices are not allowed by their code of ethics to charge their own patients for any work, either within or outside the NHS contract (subject to a very few exceptions). Thus, where the nursing home is asking the GP to do some work for them, rather than directly for the residents, then the GP can do the work and charge for it. However, if it amounts to work for the patient/resident then another practice should be invited to do the work and charge for it.

Examples of work where payment would be appropriate are at Annex A. Note that the list is illustrative, not exhaustive. In all such cases we strongly recommend that the fee be negotiated and agreed before the work is done.

[Signed on the original]

Mike Forster
LMC Lay Secretary

ANNEX A

EXAMPLES OF WORK FOR WHICH GP PRACTICES ARE ENTITLED TO CHARGE

1. A GP may enter into arrangements to provide professional services to any body or institution, including care homes. For example, it is not unusual for a care home to contract for the services of a doctor for services that the NHS does not normally need to provide to patients on an individual basis. Examples of services which are not considered to be those which GPs offer as part of their NHS contract are:

   a. The safe management and control of medicines e.g. Production of a list of approved homely remedies and any guidance for their use.

   b. Occupational health of the staff of the home.

   c. Management of patients with problems of mobility or of infection control.

(These are different from individual, direct patient services, for which GPs should not be charging their registered patients. It should be made clear to residents which services are provided under the GP's NHS contract and which are additional and might need to be paid for privately.)

2. Signing of any certificate not specifically required by their NHS contact.

3. Some travel vaccinations e.g. Hepatitis B. and malaria chemoprophylaxis.

4. The contractor may demand or accept a fee or other remuneration from any statutory body for services rendered for the purposes of that body's statutory functions;

5. Attendance on and examination of (but not otherwise treating) a patient -

   (i) *[Intentionally deleted: inapplicable in this case]*

   (ii) At the request of a commercial, educational or not-for-profit organisation for the purpose of creating a medical report or certificate,

   (iii) For the purpose of creating a medical report required in connection with an actual or potential claim for compensation by the patient;

6. For a medical examination:

   (i) To enable a decision to be made whether or not it is inadvisable on medical grounds for a person to wear a seat belt, or

   (ii) For the purpose of creating a report –

      (aa) Relating to a road traffic accident or criminal assault, or

      (bb) That offers an opinion as to whether a patient is fit to travel;

7. Eye testing where the normal arrangements for general ophthalmic services do not apply.

8. Where a private establishment, nursing or residential home, wishes a GP to provide an enhanced level of service to their patients they can commission the doctor to provide that service for their institution – this is permitted within Schedule 5, Fees and Charges of the new GMS contract regulations or Schedule 3 of the PMS Agreement Regulations. Notice must be given to the contractor’s PCT on a form requested from the PCT.