

## **Advice on the 1<sup>st</sup> October Contract Changes for GP practices (and why are we heading into dispute)**

### **Background**

You will have seen that last week, the BMA's GP Committee for England (GPCE) voted to go into dispute with the Government, NHSE and the Department of Health & Social Care from 1<sup>st</sup> October. That date will have been in your minds anyway, as the date set in the 25/26 contract for online patient access for routine requests only, to be available at all practices throughout core hours. It was also the deadline for GP Connect Update Record (where other organisations can write data into the patient record) to be implemented. Crucially, when the contract was agreed and signed off by GPCE on behalf of the profession, these two requirements were delayed until 1<sup>st</sup> October. This was agreed by all sides with the contract wording stating it would only come into force "*subject to necessary safeguards being in place to avoid urgent clinical requests being erroneously submitted online*". It was on this basis that the contract was agreed to, and during the time between April and October, a number of things were intended to happen:

- Firstly, the Joint GP IT committee (JGPITC) which consists of subject matter experts from both the RCGP and BMA, and is non-political, was going to work with NHSE and the government to find solutions to enable the above contract clause to be enacted safely.
- Secondly, NHSE were going to work directly with the GP IT providers and other NHS bodies to ensure the functionality to allow the required changes was in place.
- And finally, only once the above was in place would the GP contract regulation be amended and practices be asked to begin offering this element of the 25/26 contract.

Simple!

### **Not that simple...**

It may not surprise you that several things have gone awry. A summary from GPCE is on our website [here](#). There is also a link to a [public statement](#) from the JGPITC. Despite

their key role in this change, NHSE have not consulted with JGPITC, nor put in place adequate safeguards to satisfy their expert committee. A reminder – this is an independent committee, not controlled by the BMA or RCGP.

In the background, the BMA and JGPITC have both been working with GP IT suppliers to try and support them in making the necessary changes to their online access products. Crucially, this would mean being able to remove or switch off any free text option. This would have meant patients could continue to access routine care via online platforms without any potential for confusion or urgent clinical problems slipping through. The GP IT providers have had little information directly from NHSE, with considerable confusion and no concrete changes expected ahead of the deadline.

**The Contract Bit:**

Perhaps most crucially though, the agreement between the BMA and Government was on the basis that if these safeguards were not in place, this change would be delayed until they were and was only ever intended to apply to online tools. It transpires that on 23<sup>rd</sup> June 2025, the following changes to the core GP contract were taken before Parliament:

2023 GMS Regs	2025 GMS Regs
<p><b>4.</b>— (1) The contractor must take steps to ensure that a patient who contacts the contractor—</p> <ul style="list-style-type: none"> <li>(a) by attendance at the contractor’s practice premises;</li> <li>(b) by telephone;</li> <li>(c) through the practice’s online consultation tool within the meaning given in regulation 71ZD(2); or</li> <li>(d) through a relevant electronic communication method within the meaning given in regulation 71ZE(3),</li> </ul> <p>is provided with an appropriate response in accordance with the following sub-paragraphs.</p>	<p><b>6.</b> In Schedule 3, in paragraph 4 (contact with the practice)—</p> <ul style="list-style-type: none"> <li>(a)for sub-paragraph (1) substitute—</li> </ul> <p><b>“(1) The contractor must take steps to ensure that all of the following means of contacting the practice are available for patients throughout core hours -</b></p> <ul style="list-style-type: none"> <li><b>(a) by attending the contractor’s practice premises;</b></li> <li><b>(b) by telephone; and</b></li> <li><b>(c) through the practice’s online consultation tool within the meaning given in regulation 71ZD(2).</b></li> </ul> <p>(1A) The contractor must take steps to ensure that a patient who contacts the contractor through—</p> <ul style="list-style-type: none"> <li>(a) any of the means listed in sub-paragraph (1)(a) to (c); or</li> <li>(b) a relevant electronic communication method within the meaning given in regulation 71ZE(3);</li> </ul> <p>is provided with an appropriate response in accordance with the following sub-paragraphs.”;</p> <ul style="list-style-type: none"> <li>(b)in sub-paragraph (3)(a), omit “under sub-paragraph (1)”.</li> </ul>

## What does this mean?

It has the following implications:

1. This change to the core contract has been made unilaterally, before the agreed safeguards are in place, meaning the contractual requirement already binds practices regardless of whether any such safeguards are agreed or implemented
2. The amended contract regulations make no mention of the safeguards, despite them being part of the 25/26 contract agreement between the BMA and NHSE and documented as such, meaning the agreement that they must be in place has no apparent contractual force
3. The change to the regulations above makes no distinction between urgent and routine requests, despite what was agreed between the BMA and Government
4. The amendment to the contract not only says that patients must be able to submit requests via “*online consultation tools*” throughout core hours, but that now **all modalities** of access have to be open and functioning throughout the whole of core hours.

Items 1, 2, and 3 above represent a significant change from what was agreed by GPCE, and item 4 above was neither put to GPCE at all, nor voted on, let alone approved.

This means that not only must practices have online access open throughout core hours, and with no safeguards in place to prevent patients from accidentally sending medically urgent requests through, but they must also ensure patients can access the practice throughout core hours by walking into the premises or phoning up at any time.

Practices have always been able to close any of these access routes when safe capacity is reached – this is no longer the case.

The BMA has taken legal advice around both the changes made to the core contract regulations, the lack of agreed safeguards that were specified in the contract agreement earlier this year, and the contradiction these changes cause to other parts of the core contract. These changes represent a significant alteration in how practices can meet the reasonable needs of their patients. The concerns expressed over the last 6 months have not been taken seriously, and the 10 Year Plan has compounded the situation with its lack of clear link to the core GMS contract. GPC England voted to enter formal dispute with the government if the situation is not safely resolved by 1<sup>st</sup> October. This may result in a formal ballot of contractors on potential next steps.

## So, what do we do??

As your LMC, we are not a trade union. We cannot call for industrial action or advise you to do things that specifically and knowingly breach your contract. There are many different “work arounds” being discussed on social media that may represent a breach. It is important that you plan as a practice for what you can still do to avoid this impacting on the safety of your patients and your own wellbeing.

Practices should presume these regulations will come into force on 1<sup>st</sup> October and will proceed. In practices already successfully operating a total triage system with no issues with your current online access, you do not need to change your model. Those practices who are either struggling to meet existing online demand, have it minimally enabled, or who have a workforce that makes the 1<sup>st</sup> October deadline challenging will need to consider how they manage this while national picture pans out.

Remember, the current contract already states that any patient who makes contact with the practice via any route, with any request during core hours must be given one of the following responses:

- A request for more information
- An offer of appointment (by any route)
- Advice or other treatment
- Redirection to another service, or
- Details of being added to a waiting list

The decision as to which response is given must be made on an individual basis by an appropriately trained clinician. You cannot give a blanket automated response.

Following the discussion at GPCE on 18<sup>th</sup> September, and in line with other LMCs, **we are therefore advising the following from 1<sup>st</sup> October unless the national situation changes:**

- 1) You should display the message below on your practice premises and website and ensure your phone message also reflects this. Do not leave any references to closures that fall inside core hours. This leaves NHSE and the ICB in no doubt that you are fully aware of your contractual obligations:

**From 1<sup>st</sup> October, the government has told GP practices to change the way they work. You may see a difference in how you contact us, and how long you have to wait for appointments. If you have any concerns about this, we encourage you to contact your MP (*details*).**

**Our contracted hours are Monday to Friday 08:00 - 18:30. Our consulting times are between these hours. Please note at certain times, e.g. lunch or the ends of the day, a clinician may not be present in this building.**

In case of emergency please dial 999 or attend the local Emergency Department at <x> location.

- 2) If you have the option on your online consultation software to turn off free text, **you should do so**. This is to ensure patients only access pre-bookable appointments for routine care. If you do not already, we strongly advise you to add wording to any online platforms or websites advising:  
*“Please do not use this form if your problem is urgent. Instead, please contact the surgery by ringing XXXXX or coming to our main premises at XXXXX”*.  
If you use more adaptable online tools e.g. Florey, that you have control over, amend these so that any online contacts are only able to see pre-determined tick box options without free text, and include a direction to contact the practice via other routes for urgent queries. This will help to ensure patient safety.
- 3) Contact your website provider to add an additional landing page that reiterates online access is for routine requests only. Add a tick box so the patient is acknowledging that by using your online access, they are only doing so for routine requests. GP IT providers have been asked to put this functionality onto their system urgently but until national safeguards are in place, this provides further assurance for safe clinical care.
- 4) Contact your GP IT provider immediately and ask when they will be amending their product to ensure patient safety and avoid urgent queries coming in via that route. Check your contract and notice period with them. Noise from their customers is likely to generate faster results.
- 5) Update your business continuity plan to include actions linked to your OPEL reporting. (*Please see our [suggested template for OPEL steps](#)*). This is the universal language of the NHS system to recognise when a sector is under pressure and allows you to retain control over how you manage excess demand. As a practice you should define what action you will take at each level to mitigate the risk. This may include removing or reducing availability across all the routes patients may access you by in order to ensure safety.
- 6) Avoid limiting certain groups of patients to one method of access only. The BMA guidance suggests that some patient cohorts should always be seen F2F. This is guidance only. You know your patients best – if you place a blanket restriction on one route of access to a large group e.g. *all patients with mental health conditions must ring the surgery and not use online access*, you are at risk of

discriminating. Any such decisions should be made at practice level and the rationale behind them documented referencing patient safety.

Unless you can determine that a request is non-urgent, either via triage, an online filter or acknowledgement, the practice will have to treat all incoming contacts as urgent. This would immediately put you into **OPEL 3** or above as it means you must provide an appropriate response within core hours.

If you can determine a request is non-urgent, via either triage or online tools, the regulations permit you to respond over a longer time period e.g. 1-3 working days as we do with repeat prescribing.

### **This sounds like a nightmare. Am I indemnified if things go wrong?**

Yes – about the only good news in all this is the written assurance from Helen Vernon, CEO of NHS Resolution about coverage. She confirmed that *“Where GPs in England or their staff are accused of clinical negligence in triaging requests for routine appointments from patients via these new arrangements, CNSGP will indemnify them, subject to the usual provisions of the Regulations and Scheme Rules.”*

If a patient incorrectly submits a request for an urgent issue as routine, and the practice manages it as such, but harm is then caused, the practitioner will be indemnified. This does not extend to indemnifying if an AI tool incorrectly classifies the patients request as routine when it is urgent – this is not covered by the CNSGP.

### **The Patient Charter says we have to see patients the same day, doesn't it?**

No – practices must respond to patient contacts in this timeframe, although this is commonly misinterpreted as needing to give the patient an appointment within 1 working day. The regulations are unchanged in this regard, in that the practice must give a patient who contacts them one of the responses below:

- A request for more information
- An offer of appointment (by any route)
- Advice or other treatment
- Redirection to another service, or
- Details of being added to a waiting list

The practice needs to assess the urgency of the patient contact to give one of the above responses but does not need to see the patient in all situations.

### **What about branch surgeries?**

Your contract is held between the partnership and ICB, so if you have multiple sites, only one of these needs to be open to all methods of access during core hours. Since 2004, you have needed to be able to respond to patients who attend branch surgeries. This can be with a notice that directs them to come to the main surgery, a request to ring, or a direction to your online access. A number of branch surgeries are using video doorbells that are linked to the main site to support this requirement. Ensure the physical opening times of your branch surgery are clearly displayed both at the site and on your website and include the address of your main site.

### **We sub-contract during core hours – what does this mean?**

If you are a practice who sub-contracts to another provider during core hours e.g. 8-8:30am / 6-6:30pm, the contractual requirements still apply in that your patients must be able to access whoever is covering the service by all routes, unless they have declared an OPEL alert that changes this. We advise you to speak to whoever holds the sub-contract to find out how they intend to meet these contractual arrangements as a traditional method of only offering phone access will not meet the requirements as they stand.

### **This is all about the online access side of things. What about GP Update Record?**

The GP Connect Update Record changes have been agreed as part of the GMS contract changes for 2025/26 and are operational from 1 October 2025. These allow pharmacies providing NHS services to submit coded and free-text information directly to the patient's GP system supplier for inclusion into the GP clinical record. If your practice already had the 'Update Record' functionality enabled in the system that your practice uses, you do not need to do anything. If you had this switched off, you need to re-enable it as of 1 October 2025.

### **What is the LMC going to be doing?**

We will be here to try and answer any questions you have to the best of our ability, and keep you updated on the national situation. We will be speaking to the ICB about ensuring practices are removed from the Directory of Services (DoS) when they declare OPEL 2 or above, so 111 do not direct or book in patients to them. We will work with the ICB and Place teams to ensure any practices who are struggling to meet these requirements are supported and not penalised. While we have verbal assurance from

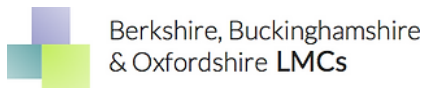
NHSE that no contract breach notices will be issued, this has not been put in writing, and we want to avoid this.

In summary, we will help you navigate this mess and continue to support you as the situation evolve. Please contact us with any points of clarification and watch for updates in the coming weeks.

The Team at Humberside LMC

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With thanks to BBO LMC



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