

STANDARD GENERAL MEDICAL SERVICES CONTRACT

The text of the Standard General Medical Services Contract has been prepared with Counsel and approved by the Department of Health's Solicitors and Solicitors acting for the GPC. It has been adapted for use in Wales by the National Assembly for Wales.

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PART 1²

DEFINITIONS AND INTERPRETATION

1. The following terms and phrases shall have the following meanings for the purposes of this Contract:

“1990 Act” means the National Health Service and Community Care Act 1990;

“2003 Order” means the General and Specialist Medical Practice (Education, Training and Qualifications) Order 2003;

“the Act” means the National Health Service Act 1977;

“additional services” means one or more of-

- (a) *cervical screening services*;
- (b) *contraceptive services*;
- (c) *vaccinations and immunisations*;
- (d) *childhood vaccinations and immunisations*;
- (e) *child health surveillance services*;
- (f) *maternity medical services*; and
- (g) *minor surgery*;

“adjudicator” means the *Assembly* or a person or persons appointed by the *Assembly* under section 4(5) of the 1990 Act or paragraph 99(5) of Schedule 6 to the *Regulations*;

of persons who are entitled to a GMS Contract and, where such entitlement exists, this Order specifies particular requirements as to the terms of the GMS Contract to be entered into.

² Part 1 is not required by the *Regulations*, but is recommended.

“appliance” means an appliance which is included in a list for the time being approved by *the Assembly* for the purposes of section 41 of *the Act*;

“approved medical practice” has the same meaning as in section 11 of the Medical Act 1983;

“armed forces GP” means a medical practitioner who is employed on a contract of service by the Ministry of Defence, whether or not as a member of the United Kingdom Armed Forces of Her Majesty;

“Assembly” means the National Assembly for Wales;

“assessment panel” means a committee or sub-committee of a Local Health Board (other than the LHB) appointed to exercise functions under paragraphs 31 and 35 of Schedule 6 to *the Regulations*;

“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;

“batch issue” means a form provided by the LHB and issued by a *prescriber* at the same time as a *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)(Wales) Regulations 2004

- (a) is generated by a computer and not signed by a *prescriber*,
- (b) relates to a particular *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 *repeatable prescription* may be provided, and

(d) specifies a number denoting its place in the sequence referred to in paragraph (c);

“CCT” means Certificate of Completion of Training awarded under article 8 of *the 2003 Order*, including any such certificate awarded in pursuance of the competent authority functions of the Postgraduate Medical Education and Training Board specified in article 20(3)(a) of that Order;

“cervical screening services” means the services described in clause 69;

“the Charges Regulations” means the National Health Service (Charges for Drugs and Appliances) (Wales) Regulations 2001³

“charity trustee” means one of the persons having the general control and management of the administration of a charity;

“CHC” means a Community Health Council” retained or established under section 20A of the Act

“chemist” means-

- (a) a registered pharmacist,
- (b) a person lawfully conducting a retail pharmacy business in accordance with section 69 of the Medicines Act 1968, or
- (c) a supplier of appliances,

who is included in the list of a Local Health Board or a Primary Care Trust under section 42 of *the Act*;

“child” means a person under the age of 16 years;

³ S.I.2001/1358 (W.86).

“child health surveillance services” means the services described in clause 77;

“childhood vaccinations and immunisations” means the services described in clauses 74 to 75;

“closed” in relation to the Contractor’s list of patients, means closed to application for inclusion in the list of patients other than from *immediate family members of registered patients*;

“complete course” means the course of treatment appropriate to the patient’s condition being the same amount that would have been prescribed if the patient had been seen during core hours;

“contraceptive services” means the services described in clause 71;

“Contract” means this Contract between the LHB and the Contractor named in Schedule 1;

“Contractor’s list of patients” means the list prepared and maintained by the LHB under clause 166;

“core hours” means the period beginning at 8am and ending at 6.30pm on any day from Monday to Friday except Good Friday, Christmas Day or *bank holidays*;

“default contract” means a contract with a Local Health Board made pursuant to article 13 of *the Transitional Order*;

“disease” means a disease included in the list of three-character categories contained in the tenth revision of the International Statistical Classification

of Diseases and Related Health Problems (published by the World Health Organisation, 1992 ISBN 92 4 1544 19 8 (v.I) NLM Classification WB 15);

“dispensing services” means the provision of drugs, medicines or appliances that may be provided as pharmaceutical services by a medical practitioner in accordance with arrangements made under regulation 20 of the *Pharmaceutical Regulations*;

“Drug Tariff” has the same meaning as in regulation 18 of the *Pharmaceutical Regulations*;

“enhanced services” are-

- a) services other than *essential services, additional services or out of hours services*; or
- b) *essential services, additional services or out of hours services* or an element of such a service that a contractor agrees under a contract to provide in accordance with specifications set out in a plan, which requires of the contractor an enhanced level of service provision compared to that which it needs generally to provide in relation to that service or element of service;

“essential services” means the services required to be provided in accordance with clauses 46 to 52;

“FHSA” means the Family Health Services Appeal Authority constituted under section 49S of *the Act*;

“general medical practitioner” means, unless the context otherwise requires-

(a) from the coming into force of article 10 of *the 2003 Order*, a medical practitioner whose name is included in the *General Practitioner Register*;

and

(b) until the coming into force of that article, a medical practitioner who is either-

- (i) until the coming into force of paragraph 22 of Schedule 8 to *the 2003 Order*, suitably experienced within the meaning of section 31(2) of *the Act*, section 21 of the National Health Service (Scotland) Act 1978 or Article 8(2) of the Health and Personal Social Services (Northern Ireland) Order 1978 or a person who has an acquired right to practise as a general medical practitioner pursuant to regulation 5(1)(d) of the Vocational Training for General Medical Practice (European Requirements) Regulations 1994⁴, or
- (ii) upon the coming into force of paragraph 22 of Schedule 8 to *the 2003 Order*, an eligible general medical practitioner pursuant to that paragraph;

“general medical services contract” means a general medical services contract under section 28Q of *the Act*;

“General Practitioner Register” means the register kept by the General Medical Council under article 10 of *the 2003 Order*;

⁴ S.I.1994/3130

“global sum” has the same meaning as in the *GMS Statement of Financial Entitlements*;

“GMS Statement of Financial Entitlements” is the directions given by *the Assembly* under section 28T of *the Act*⁵;

“GP Registrar” means a general medical practitioner who is being trained in general practice by-

(a) until the coming into force for all purposes of article 4(5)(d) of *the 2003 Order*, a *general medical practitioner* who-

(i) has been approved for that purpose by the Joint Committee on Postgraduate Training under regulation 7 of the National Health Service (Vocational Training for General Medical Practice) Regulations 1997⁶, and

(ii) performs primary medical services, and

(b) from the coming into force for all purposes of that article, a *general medical practitioner* who is approved under that article for the purpose of providing training under article 5(1)(c)(i) of *the 2003 Order*, whether as part of training leading to the awarded of a CCT or otherwise;

a)

“Health and Social Services Board” means a Health and Social Services Board established under the Health and Personal Social Services (Northern Ireland) Order 1972;

⁵ The directions in respect of the financial year 2004-05 will be given before 31st March 2004 and will be available on the National Assembly for Wales’ web site (www.wales.gov.uk).DN

“Health and Social Services Trust” means a Health and Social Services Trust established under Article 10(1) of the Health and Personal Social Services (Northern Ireland) Order 1991;

“Health Board” means a Health Board established under section 2 of the National Health Service (Scotland) Act 1978;

“health care professional” has the same meaning as in section 28M of *the Act*, and “health care profession” shall be construed accordingly;

“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*;

“health service body”, unless the context otherwise requires, has the meaning given to it in section 4(2) of *the 1990 Act*;

“immediate family member” means-

- (a) a spouse or civil partner,
- (b) a person (whether or not of the opposite sex) whose relationship with the registered patient has the characteristics of the relationship between husband and wife,
- (c) a parent or step-parent,
- (d) a son,
- (e) a daughter, or
- (f) a *child* of whom the *registered patient* is-
 - a. the guardian, or

b. the carer duly authorised by the local authority to whose care the child has been committed under the Children Act 1989; or

(g) a grandparent;

“independent nurse prescriber” means a person-

(a) who is either engaged or employed by the Contractor or is a party to the Contract;

(b) who is registered in the *Nursing and Midwifery Register*; and

(c) in respect of whom an annotation signifying that he is qualified to order drugs, medicines and appliances from-

(i) the Nurse Prescribers’ Formulary for District Nurses and Health Visitors in Part XVIIIB(i) of the *Drug Tariff*, or

(ii) the Nurse Prescribers’ Extended Formulary in Part XVIIIB(ii) of the *Drug Tariff*,

is also included in that register;

“licensing authority” shall be construed in accordance with section 6(3) of the Medicines Act 1968;

“licensing body” means any body that licenses or regulates any profession;

“limited partnership” means a partnership registered under the Limited Partnerships Act 1907;

“Local Medical Committee” means a committee recognised under section 45A of *the Act*;

“mandatory term” means a term required to be included in the Contract by *the Regulations*;

“maternity medical services” means the services described in clause 79;

“medical card” means a card issued by a Local Health Board, Primary Care Trust, Health Authority, *Health Board* or *Health and Social Services Board* to a person for the purpose of enabling him to obtain, or establishing his title to receive, primary medical services;

“medical officer” means a medical practitioner who is –

- a) employed or engaged by the Department for Work and Pensions,
or
- b) provided by an organisation in pursuance of a contract entered into with the Secretary of State for Work and Pensions;

“medical performers list” means a list of medical practitioners prepared in accordance with regulations made under section 28X of *the Act*;

“Medical Register” means the registers kept under section 2 of the Medical Act 1983;

“minor surgery” means the services described in clauses 81 to 82;

“national disqualification” means –

- (a) a decision made by the *FHSAA* under section 49N of *the Act*,
- (b) a decision under provisions in force in Scotland or Northern Ireland corresponding to section 49N of *the Act*, or
- (c) a decision by the *NHS Tribunal* which is treated as a national disqualification by the *FHSAA* by virtue of regulation 6(4)(b) of the Abolition of the National Health Service Tribunal (Consequential Provisions) Regulations 2001 or regulation 6(4)(b) of the Abolition of

the National Health Service Tribunal (Consequential Provisions) Regulations 2002;

“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 contract” has the meaning assigned to it in section 4 of *the 1990 Act*;

“NHS dispute resolution procedure” means the procedure for resolution of disputes specified in-

- a) paragraphs 99 and 100 of Schedule 6 to *the Regulations*; or
- b) a case to which paragraph 36 of Schedule 6 to *the Regulations* applies, in that paragraph.

“NHS Tribunal” means the Tribunal constituted under section 46 of *the Act* for England and Wales, and which, except for prescribed cases, had effect in relation to England only until 14th December 2001 and in relation to Wales only until 26th August 2002;

“normal hours” means those days and hours being the days on which and the times at which services under the Contract will normally be available and may be different for different services;

“NPSA” means the National Patient Safety Agency established as a special health authority by the National Patient Safety Agency (Establishment and Constitution) Order 2001;

“Nursing and Midwifery Register” means the register maintained by the Nursing and Midwifery Council under the Nursing and Midwifery Order 2001;

“open” in relation to the Contractor’s list of patients, means open to applications from patients in accordance with clauses 171 to 176;

“opt out notice” means a notice given under clause 90 to *permanently opt out* or *temporarily opt out* of the provision of an *additional service*;

“out of hours arrangement” means an arrangement under clause 388;

“out of hours opt out notice” means a written notice served on the LHB specifying that the Contractor wishes to terminate its obligation to provide *out of hours services* pursuant to clause 128 or 136 (as the case may be);

“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;

“out of hours period” means-

- (a) the period beginning at 6.30pm on any day from Monday to Thursday and ending at 8am on the following day;
- (b) the period between 6.30pm on Friday and 8am on the following Monday; and
- (c) Good Friday, Christmas Day and *bank holidays*

and “part” of an out of hours period means any part of one or more of the periods described in paragraphs (a) to (c);

“out of hours services” means services required to be provided in all or part of the *out of hours period* which-

- (a) would be *essential services* if provided by the Contractor to its *registered patients* in core hours; or
- (b) are included in the Contract as *additional services* funded under the *global sum*.

“parent” includes, in relation to any *child*, any adult who, in the opinion of the Contractor, is for the time being discharging in respect of that *child* the obligations normally attaching to a parent in respect of a *child*;

“patient” means-

- (a) a *registered patient*,
- (b) a *temporary resident*,
- (c) persons to whom the Contractor is required to provide immediately necessary treatment under clause 47.3 or 50,
- (d) any other person to whom the Contractor has agreed to provide services under the Contract;
- (e) any person for whom the Contractor is responsible under regulation 31 of *the Regulations*; and
- (f) any other person to whom the Contractor is responsible under arrangements made with another contractor of the kind referred to in clause 401;

“Patient Group Direction” has the same meaning as in the Prescription Only Medicines (Human Use) Order 1997;

“permanent opt out” in relation to the provision of an *additional service* that is funded through the *global sum*, means the termination of the obligation under the Contract for the Contractor to provide that service; and “permanently opt out” shall be construed accordingly;

“permanent opt out notice” means an *opt out notice to permanently opt out*;

“personal number” means a telephone number which starts with the number 070 followed by a further eight digits;

“Pharmaceutical Regulations” means the National Health Service (Pharmaceutical Services) Regulations 1992;

“POM Order” means the Prescription Only Medicines (Human Use) Order 1997;

“practice” means the business operated by the Contractor for the purpose of delivering services under the Contract;

“practice area” means the area referred to in clause 162;

“practice leaflet” means a leaflet drawn up in accordance with clause 0;

“practice premises” means an address specified in the Contract as one at which services are to be provided under the Contract;

“preliminary opt out notice” means a notice given under clause 88 that the Contractor wishes to *temporarily opt out* or *permanently opt out* of the provision of an *additional service*;

“prescriber” means-

- (a) a medical practitioner;
- (b) an independent nurse prescriber; and
- (c) *a supplementary prescriber*

who is either engaged or employed by the Contractor or is a party to the Contract;

“prescription form” means a form provided by the LHB and issued by a *prescriber* to enable a person to obtain pharmaceutical services or *local pharmaceutical services* and does not include a *repeatable prescription*;

“primary care list” means-

- (a) a list of persons performing primary medical or dental services under section 28X of *the Act*;
- (b) a list of persons undertaking to provide general medical services, general dental services, general ophthalmic services or, as the case may be, pharmaceutical services prepared in accordance with regulations made under sections 29, 36, 39, 42 or 43 of *the Act*,
- (c) a list of persons approved for the purposes of assisting in the provision of any services mentioned in paragraph (b) prepared in accordance with regulations made under section 43D of *the Act*,
- (d) a list corresponding to a services list prepared by virtue of regulations made under section 41 of the Health and Social Care Act 2001; or
- (e) a list corresponding to any of the above lists in Scotland or Northern Ireland;

“primary carer” means, in relation to an adult, the adult or organisation primarily caring for him;

“registered patient” means-

- (a) a person who is recorded by the LHB as being on the Contractor's list of patients; or
- (b) a person whom the Contractor has accepted for inclusion on its list of patients, whether or not notification of that acceptance has been received by the LHB and who has not been notified by the LHB as having ceased to be on that list;

"the Regulations" means The National Health Service (General Medical Services Contracts) (Wales) Regulations 2004 (S.I. 2004/478 (W.48));

"relevant register" means –

- a) in relation to a nurse, the *Nursing and Midwifery Register*; and
- b) in relation to a pharmacist, the register maintained in pursuance of section 2(1) of the Pharmacy Act 1954 or the register maintained in pursuance of Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976;

"repeat dispensing services" means pharmaceutical services or local pharmaceutical services which involve the provision of drugs, medicines or appliances by a *chemist* in accordance with a *repeatable prescription*;

"repeatable prescribing services" means services which involve the prescribing of drugs, medicines or appliances on a *repeatable prescription*;

"repeatable prescription" means a prescription contained in a form provided by the LHB and issued by a *prescriber* to enable a person to obtain pharmaceutical services or *local pharmaceutical services*, which is in the format specified in Schedule 4 to this Contract and which-

- (a) is generated by computer but signed by a *prescriber*; and

- (b) indicates that the drugs, medicines and appliances ordered on that form may be provided more than once, and specifies the number of occasions on which they may be provided;

“restricted availability appliance” means an appliance which is approved for particular categories of persons or particular purposes only;

“Scheduled drug” means-

- (a) a drug, medicine or other substance specified in any directions given by the Assembly under section 28U of *the Act* as being a drug, medicine or other substance which may not be ordered for patients in the provision of medical services under the Contract, or
- (b) except where the conditions in clause 291 are satisfied, a drug, medicine or other substance which is specified in any directions given by *the Assembly* under section 28U of *the Act* as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes.

“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 2001⁷ relating to-
 - (aa) chiropodists and podiatrists;
 - (bb) physiotherapists;
 - (cc) radiographers: diagnostic or therapeutic;
 - or
 - (dd) the register of optometrists maintained by the General Optical Council in pursuance of section 7 of the Opticians Act 1989⁸, and

(c) against whose name is recorded in the *relevant register* an annotation or entry signifying that he is qualified to order drugs, medicines and appliances as a *supplementary prescriber*;

“supply form” means a form supplied by the LHB 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*;

“system of clinical governance” means a framework through which the Contractor endeavours continuously to improve the quality of its services and safeguard high standards of care by creating an environment in which clinical excellence can flourish;

⁷ S.I.2002/254 (as amended by S.I.2004/2033)

⁸ 1989 c.44.

“temporary opt out” in relation to the provision of an *additional service* that is funded through the *global sum*, means the suspension of the obligation under the Contract for the Contractor to provide that service for a period of more than six months and less than twelve months and includes an extension of a temporary opt out and “temporarily opt out” and “temporarily opted out” shall be construed accordingly;

“temporary opt out notice” means an *opt out notice to temporarily opt out*;

“temporary resident” means a person accepted by the Contractor as a temporary resident under clauses 177 to 180 and for whom the Contractor’s responsibility has not been terminated in accordance with those clauses;

“transferee doctor” means-

- (a) a person referred to in clause 377.1 who has undertaken to carry out the obligations of the Contractor during all or part of the *out of hours period* in accordance with an *out of hours arrangement* referred to in clause 388; or
- (b) where expressly provided in the Contract, the Contractor (where the Contractor has undertaken to carry out the obligations of another contractor during all or part of the *out of hours period* in accordance with an *out of hours arrangement*);

“the Transitional Order” means the General Medical Services Transitional and Consequential Provisions Order (Wales) 2004;

“walk-in centre” means a centre at which information and treatment for minor conditions is provided to the public under arrangements made by or on behalf of *the Assembly*.

2. In this Contract unless the context otherwise requires:
 - 2.1. Defined terms and phrases appear in italics, except for the terms “patient” and “Contract”;
 - 2.2. Words denoting any gender include all genders and words denoting the singular include the plural and vice versa.
 - 2.3. Reference to any person may include a reference to any firm, company or corporation.
 - 2.4. Reference to “day”, “week”, “month” or “year” means a calendar day, week, month or year, as appropriate, and reference to a working day means any day except Saturday, Sunday, Good Friday, Christmas Day and any *bank holiday*.
 - 2.5. The headings in this Contract are inserted for convenience only and do not affect the construction or interpretation of this Contract.
 - 2.6. The schedules to this Contract are and shall be construed as being part of this Contract.
 - 2.7. Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated (whether before or after the date of this Contract), and all statutory instruments or orders made pursuant to it.
 - 2.8. Where, pursuant to the General Medical Services and Personal Transitional and Consequential Provisions (No 2) (Wales) Order 2004-

2.8.1. any matter or act that took place, or

2.8.2. any notice that was served ,

before the entry into force of the Contract is to be treated as if it took place pursuant to the Contract, it shall be so treated and the Contract, and obligations under the Contract, shall be interpreted consistently with that Order.

2.9. Any obligation relating to the completion and submission of any form that the Contractor is required to complete and submit to the LHB includes the obligation to complete and submit the form in such a format or formats (electronic, paper or otherwise) as the LHB may specify.

2.10. Any obligation on the Contractor to have systems, procedures or controls includes the obligation effectively to operate them.

2.11. Where this Contract imposes an obligation on the Contractor, the Contractor must comply with it and must take all reasonable steps to ensure that its personnel and contractors comply with it. Similarly, where this Contract imposes an obligation on the LHB, the LHB must comply with it and must take all reasonable steps to ensure that its personnel and contractors (save for the Contractor) comply with it.

3. Where there is any dispute as to the interpretation of a particular term in the Contract, the parties shall, so far as is possible, interpret the provisions of the Contract consistently with the European Convention on Human Rights, EC law, *the Regulations, the Transitional Order, the General Medical Services Transitional and Consequential Provisions (No 2) (Wales) Order 2004* and any other relevant regulations or orders made under *the Act*.

4. Where the parties have indicated in writing that a clause in the Contract is reserved, that clause is not relevant and has no application to the Contract⁹.

5. Where a particular clause is included in the Contract but is not relevant to the Contractor because that clause relates to matters which do not apply to the Contractor (for example, if the clause only applies to partnerships and the Contractor is an individual medical practitioner), that clause is not relevant and has no application to the Contract.

⁹ This provision has been included so that if, in relation to a particular contract, a particular clause number or numbers are not relevant (for example, because that clause or those clauses only need to be included in contracts with a partnership and the contractor concerned is an individual medical practitioner) the words of that clause can be deleted and the word 'reserved' can be inserted next to that clause number: this is to avoid renumbering the clauses or cross-references in the Contract.

PART 2¹⁰

RELATIONSHIP BETWEEN THE PARTIES

6. The Contract is a contract for the provision of services. The Contractor is an independent provider of services and is not an employee, partner or agent of the LHB. The Contractor must not represent or conduct its activities so as to give the impression that it is the employee, partner or agent of the LHB.
7. The LHB does not by entering into this Contract, and shall not as a result of anything done by the Contractor in connection with the performance of this Contract, incur any contractual liability to any other person.
8. This Contract does not create any right enforceable by any person not a party to it.¹¹
9. In complying with this Contract, in exercising its rights under the Contract and in performing its obligations under the Contract, the Contractor must act reasonably and in good faith.
10. In complying with this Contract, and in exercising its rights under the Contract, the LHB must act reasonably and in good faith and as a responsible public body required to discharge its functions under *the Act*.
11. Clauses 9 and 10 above do not relieve either party from the requirement to comply with the express provisions of this Contract and the parties are subject to all such express provisions.

¹⁰ Except where indicated, Part 2 is not required by *the Regulations*, but is recommended.

¹⁰ This clause is required by *the Regulations* (see paragraph 126 of Schedule 6).

12. The Contractor shall not give, sell, assign or otherwise dispose of the benefit of any of its rights under this Contract, [save in accordance with Schedule 1]¹² [and subject to specific provision made in clauses 388 to 416]¹³. The Contract does not prohibit the Contractor from delegating its obligations arising under the Contract where such delegation is expressly permitted by the Contract.
13. The LHB may give, sell, assign or otherwise dispose of the benefit of its rights under this Contract to another Local Health Board.

¹² The words indicated in square brackets only need to be included if the Contractor is a partnership and Schedule 1 (partnerships) has therefore been utilised.

¹³ The words indicated in square brackets only need to be included if clauses 388 to 416 are to be included in the Contract (see Part 14).

PART 3

NHS CONTRACT¹⁴

14. The Contractor has [not] elected to be regarded as a *health service body* for the purposes of section 4 of the *1990 Act*. Accordingly, this Contract is [not] an *NHS contract*.¹⁵

¹⁴ If the Contractor has elected to be regarded as a *health service body* for the purposes of section 4 of the *1990 Act* pursuant to regulation 10 of the *Regulations*, then the Contract must state that it is an *NHS contract*: see regulation 12 of the *Regulations*.

¹⁵ Where the contract is an *NHS contract*, it is not enforceable in the courts but instead is subject to the dispute resolution procedures set out in clauses 504 to 510 of the Contract and paragraph 36 and Part 7 of Schedule 6 to the *Regulations*. Therefore, the Contract must specify whether or not the Contractor has elected to be regarded as a *health service body*, and if it has, the Contractor must indicate that the Contract is an *NHS contract*.

PART 4

COMMENCEMENT OF THE CONTRACT

15. This Contract shall commence on [date].¹⁶

DURATION OF THE CONTRACT

16. [Subject to clause 17]¹⁷ The Contract shall subsist until [insert date]/[it is terminated in accordance with the terms of this Contract or the general law.]¹⁸

17. [If the parties agree that the Contractor is going to provide services other than *essential services, additional services* funded under the *global sum* or *out of hours services* provided pursuant to regulation 30 or 31 of *the Regulations*, (for example, *enhanced services* or *additional services* not funded under the *global sum*) details in relation to the period for which each of those services is to be provided should be inserted here: the period for which each of such services will be provided is a matter for negotiation between the parties]¹⁹

18. []

19. []

¹⁶ The parties must insert the date of commencement: services can only be provided under the Contract on a date after 31st March 2004 (see regulation 28 of *the Regulations*).

¹⁷ The words in square brackets only need to be included if clause 17 et seq. are completed.

¹⁸ This clause is required by *the Regulations*: see Regulation 14 of *the Regulations*. The option for the Contract to subsist until it is terminated in accordance with the terms of the Contract or the general law must be included unless the LHB is entering into a temporary contract for a period not exceeding 12 months for the provision of services to the patients of the Contractor, following the termination of a previous contract that that Contractor held with the LHB. The LHB or the Contractor may, if it wishes to do so, invite the *Local Medical Committee* to participate in the negotiations intending to lead to a temporary contract.

20. []

¹⁹ This clause, and clauses 18, 19 or 20 if further space is needed, need to be adapted and completed as indicated (see regulation 19 of *the Regulations*)- if it is not relevant because there are no such services to be provided under the Contract, these clauses should be omitted.

PART 5²⁰

WARRANTIES

21. Each of the parties warrants that it has power to enter into this Contract and has obtained any necessary approvals to do so.

22. The Contractor warrants that:

22.1. all information in writing provided to the LHB in seeking to become a party to this Contract was, when given, true and accurate in all material respects, and in particular, that the Contractor satisfied the conditions set out in regulations 4 and 5 of *the Regulations*;

22.2. no information has been omitted which would make the information that was provided to the LHB materially misleading or inaccurate;

22.3. no circumstances have arisen which materially affect the truth and accuracy of such information;

22.4. it is not aware as at the date of this Contract of anything within its reasonable control which may or will materially adversely affect its ability to fulfil its obligations under this Contract.

23. The LHB warrants that:

23.1. all information in writing which it provided to the Contractor specifically to assist the Contractor to become a party to this Contract was, when given, true and accurate in all material respects;

²⁰ This Part is not required by *the Regulations*, but is recommended.

23.2. no information has been omitted which would make the information that was provided to the Contractor materially misleading or inaccurate;

23.3. no circumstances have arisen which materially affect the truth and accuracy of such information.

24. The LHB and the Contractor have relied on, and are entitled to rely on, information provided by one party to the other in the course of negotiating the Contract.

PART 6

LEVEL OF SKILL²¹

25. The Contractor shall carry out its obligations under the Contract in a timely manner and with reasonable care and skill.

PROVISION OF SERVICES²²

Premises

26. The address of each of the premises to be used by the Contractor or any sub-contractor for the provision of services under the Contract is as follows: []²³.

²¹ This clause is required by *the Regulations* (see paragraph 67 of Schedule 6)..

²² Except where specifically indicated in a footnote, this whole section (Provision of Services) is required by *the Regulations* (see regulation 18(1)(b), (2) and (3), 26 and Part 1 of Schedule 6).

²³ All relevant addresses from which services under the Contract will be provided by the Contractor or any sub-contractor must be included here. It does not include the homes of patients or any other premises where services are provided on an emergency basis. This clause is required by regulation 18(1)(b) of *the Regulations*, together with regulation 18(2). However, where a medical practitioner who, on 31st March 2004, is providing general medical services under section 29 of *the Act*, enters into a *general medical services contract* on or before 31st March 2004 whether as an individual medical practitioner, as one or two or more individuals practising in partnership, or if that person is a legal and beneficial shareholder in a company which enters into a general medical services contract on or before 31st March 2004, the *practice* premises specified in the Contract at its commencement must, unless the LHB agrees otherwise in writing, be:-

- if the Contractor is an individual medical practitioner, all the premises which, on 31st March 2004 (or on the date on which the contract is signed, if earlier), were approved (whether with or without conditions) by the LHB or *the Assembly* under paragraph 29 or 29A of Schedule 2 to the National Health Service (General Medical Services) Regulations 1992 in respect of that practitioner and whose approval had not been withdrawn;
- if the Contractor is a partnership, all the premises which, on 31st March 2004 (or on the date on which the contract is signed, if earlier), were approved (whether with or without conditions) by the LHB or *the Assembly* under paragraph 29 or 29A of Schedule 2 to the National Health Service (General Medical Services) Regulations 1992 in respect of any of those practitioners and whose approval had not been withdrawn; or
- if the Contractor is a company, all the premises which, on 31st March 2004 (or on the date on which the Contract is signed if earlier), were approved (whether with or without conditions) by the LHB or *the Assembly* under paragraph 29 or 29A of Schedule 2 to the National Health Service (General Medical Services) Regulations

27. Subject to any plan which is included in the Contract pursuant to clause 28, the Contractor shall ensure that premises used for the provision of services under the Contract are:

27.1. suitable for the delivery of those services; and

27.2. sufficient to meet the reasonable needs of the Contractor's patients.

28. Where, on the date on which the Contract was signed, the LHB is not satisfied that all or any of the premises specified in clause 26 met the requirements set out in clause 27 and consequently the LHB and the Contractor have together drawn up a plan (contained in Schedule 6 to this Contract) which specifies-

28.1. the steps to be taken by the Contractor to bring the premises up to the relevant standard;

28.2. any financial support that is available from the LHB; and

28.3. the timescale in which such steps will be taken²⁴.

29. The Contractor shall comply with the plan specified in clause 28 and contained in Schedule 6 to this Contract as regards the steps to be taken by

1992 in respect of any of the medical practitioners who are legal and beneficial shareholders in that company and whose approval had not been withdrawn. This is a requirement of article 26 of *the Transitional Order*. The applicability of article 26 of the *Transitional Order* does not prevent the inclusion of a plan pursuant to clause 28 where the LHB does not consider that all or any one of the premises meets the standards in clause 27. ²⁴ Clause 28, clause 29 and Schedule 6 need only be included in the Contract if the LHB is not satisfied that any or all of the premises at which services are to be provided meet the standards set out in clause 27 at the date the Contract is signed. If the premises do meet the standards, these clauses can be deleted.

the Contractor to meet the requirements in clause 27 and the timescale in which those steps will be taken.

Telephone services

29A.The Contractor shall not be a party to any contract or other arrangement under which the numbr 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.

Attendance at *practice premises*

30. The Contractor shall take reasonable steps to ensure that any patient who has not previously made an appointment and attends at the *practice premises* during the *normal hours* for *essential services* is provided with such services by an appropriate *health care professional* during that surgery period except where:

30.1. it is more appropriate for the patient to be referred elsewhere for services under *the Act*; or

- 30.2. the patient is then offered an appointment to attend again within a time which is reasonable having regard to all the circumstances and his health would not thereby be jeopardised.

Attendance outside *practice premises*

31. In the case of a patient whose medical condition is such that in the reasonable opinion of the Contractor attendance on the patient is required and it would be inappropriate for the patient to attend at a place where services are provided in *normal hours* under the Contract, the Contractor shall provide services to that patient at whichever in its judgement is the most appropriate of the following places:

- 31.1. the place recorded in the patient's medical records as being his last home address;
- 31.2. such other place as the Contractor has informed the patient and the LHB is the place where it has agreed to visit and treat the patient;
- 31.3. some other place in the Contractor's *practice area*.

32. Nothing in this clause or clause 31 prevents the Contractor from:

- 32.1. arranging for the referral of a patient without first seeing the patient, in a case where the medical condition of that patient makes that course of action appropriate; or
- 32.2. visiting the patient in circumstances where this paragraph does not place it under an obligation to do so.

Newly registered patients

33. Where a patient has been accepted on the Contractor's list of patients under clauses 171 to 176 or assigned to that list by the LHB, the Contractor shall, in addition and without prejudice to its other obligations in respect of that patient under the Contract, invite the patient to participate in a consultation either at its *practice premises* or, if the medical condition of the patient so warrants, at one of the places referred to in clause 31. Such an invitation shall be issued within six months of the date of the acceptance of the patient on, or their assignment to, the Contractor's list of patients.

34. Where a patient (or, where appropriate, in the case of a patient who is a *child, his parent*) agrees to participate in a consultation referred to in clause 33 above, the Contractor shall, in the course of that consultation, make such inquiries and undertake such examinations as appear to it to be appropriate in all the circumstances.

Patients not seen within 3 years

35. Where a *registered patient* who:

35.1. has attained the age of 16 years but has not attained the age of 75 years; and

35.2. has attended neither a consultation with, nor a clinic provided by, the Contractor within the period of three years prior to the date of his request,

requests a consultation the Contractor shall, in addition and without prejudice to its other obligations in respect of that patient under the Contract, provide such a consultation.

36. Where the Contractor provides a consultation referred to in clause 35, the Contractor shall, in the course of that consultation, make such inquiries and undertake such examinations as appear to it to be appropriate in all the circumstances.

Patients aged 75 years and over

37. Where a *registered* patient who-

37.1. has attained the age of 75 years; and

37.2. has not participated in a consultation under this clause within the period of twelve months prior to the date of his request,

requests a consultation, the Contractor shall, in addition and without prejudice to its other obligations in respect of that patient under the Contract, provide such a consultation in the course of which it shall make such inquiries and undertake such examinations as appear to it to be appropriate in all the circumstances.

38. A consultation under clause 37 shall take place in the home of the patient where, in the reasonable opinion of the Contractor, it would be inappropriate, as a result of the patient's medical condition, for him to attend at the *practice premises*.

Clinical reports

39. Where the Contractor provides any clinical services, other than under a private arrangement, to a patient who is not on its list of patients, it shall, as soon as reasonably practicable, provide a clinical report relating to the

consultation, and any treatment provided, to the LHB. The LHB shall send any report received to the person with whom the patient is registered for the provision of *essential services* or their equivalent or if that person is not known to the LHB, the Local Health Board in whose area the patient is resident. This clause does not apply in relation to *out of hours services* provided by the Contractor on or after 1 March 2006.

Storage of vaccines

40. The Contractor shall ensure that-

40.1. all vaccines are stored in accordance with the manufacturer's instructions; and

40.2. all refrigerators in which vaccines are stored have a maximum/minimum thermometer and that readings are taken on all working days.

Infection control

41. The Contractor shall ensure that it has appropriate arrangements for infection control and decontamination.

Duty of co-operation in relation to *additional, enhanced and out of hours services*²⁵

²⁵ Although not every aspect of clauses 42 to 45 will be relevant to every Contractor, these clauses should be left in every GMS Contract as in many cases, a Contractor will not be providing each *additional service*, each *enhanced service* and *out of hours services*: these clauses have been drafted so that they can be left in the Contract even if that were to be the case. These clauses are required by paragraph 12 of Schedule 6 to *the Regulations*.

42. If the Contractor is not, pursuant to the Contract, providing to its *registered patients* or to persons whom it has accepted as *temporary residents* –

42.1. a particular *additional service*;

42.2. a particular *enhanced service*; or

42.3. *out of hours services*, either at all or in respect of some periods or some services,

the Contractor shall comply with the requirements specified in clause 43.

43. The requirements referred to in clause 42 are that the Contractor shall –

43.1. co-operate, insofar as is reasonable, with any person responsible for the provision of that service or those services;

43.2. comply in *core hours* with any reasonable request for information from such a person or from the LHB relating to the provision of that service or those services; and

43.3. in the case of *out of hours services*, take reasonable steps to ensure that any *patient* who contacts the *practice premises* during the *out of hours period* is provided with information about how to obtain services during that period.

44. Nothing in clauses 42 and 43 shall require the Contractor (if it is not providing *out of hours services* under the Contract) to make itself available during the *out of hours period*.

45. If the Contractor is to cease to be required to provide to its *patients* –

- 45.1. a particular *additional service*;
- 45.2. a particular *enhanced service*; or
- 45.3. *out of hours services*, either at all or in respect of some periods or some services,

it shall comply with any reasonable request for information relating to the provision of that service or those services made by the LHB or by any person with whom the LHB intends to enter into a contract for the provision of such services.

PART 7²⁶

ESSENTIAL SERVICES

46. The Contractor must provide the services described in clauses 47 to 52 (*essential services*) at such times, within *core hours*, as are appropriate to meet the reasonable needs of its patients, and to have in place arrangements for its patients to access such services throughout the *core hours* in case of emergency²⁷.

47. The Contractor must provide-

47.1. services required for the management of the Contractor's *registered patients* and *temporary residents* who are, or believe themselves to be-

47.1.1. ill, with conditions from which recovery is generally expected;

47.1.2. terminally ill; or

47.1.3. suffering from chronic *disease*

delivered in the manner determined by the *practice* in discussion with the patient;

47.2. appropriate ongoing treatment and care to all *registered patients* and *temporary residents* taking account of their specific needs including-

²⁶ This Part is required by *the Regulations* (see regulation 15). Every GMS Contract must require the Contractor to provide *essential services*.

²⁷ This clause is also required by regulation 20 of *the Regulations*.

47.2.1. the provision of advice in connection with the patient's health, including relevant health promotion advice; and

47.2.2. the referral of the patient for other services under *the Act*; and

47.3. primary medical services required in *core hours* for the immediately necessary treatment of any person to whom the Contractor has been requested to provide treatment owing to an accident or emergency at any place in its *practice area*.

48. For the purposes of clause 47.1, "management" includes-

48.1. offering a consultation and, where appropriate, physical examination for the purpose of identifying the need, if any, for treatment or further investigation; and

48.2. the making available of such treatment or further investigation as is necessary and appropriate, including the referral of the patient for other services under *the Act* and liaison with other *health care professionals* involved in the patient's treatment and care.

49. For the purposes of clause 47.3, "emergency" includes any medical emergency whether or not related to services provided under the Contract.

50. The Contractor must provide primary medical services required in *core hours* for the immediately necessary treatment of any person falling within clause 51 who requests such treatment, for the period specified in clause 52.

51. A person falls within this clause if he is a person-

51.1. whose application for inclusion in the Contractor's list of patients has been refused in accordance with clauses 181 to 184 and who is not registered with another provider of *essential services* (or their equivalent) in the area of the LHB;

51.2. whose application for acceptance as a *temporary resident* has been rejected under clauses 181 to 184; or

51.3. who is present in the Contractor's *practice area* for less than 24 hours.

52. The period referred to in clause 50 is-

52.1. in the case of clause 51.1, 14 days beginning with the date on which that person's application was refused or until that person has been registered elsewhere for the provision of *essential services* (or their equivalent), whichever occurs first;

52.2. in the case of clause 51.2, 14 days beginning with the date on which that person's application was rejected or until that person has been subsequently accepted elsewhere as a *temporary resident*, whichever occurs first; and

52.3. in the case of clause 51.3, 24 hours or such shorter period as the person is present in the Contractor's *practice area*.

PART 8²⁸

ADDITIONAL SERVICES

²⁸ This Part only needs to be included in the Contract where the Contractor is to provide any one or more of the *additional services*. Where the contract is with-

- an individual medical practitioner who, on 31st March 2004, was providing services under section 29 of *the Act*;
- two or more individuals practising in partnership at least one of whom was, on 31st March 2004, a medical practitioner providing services under section 29 of *the Act*; or
- a company in which one or more of the shareholders was, on 31st March 2004, a medical practitioner providing services under section 29 of *the Act*

and services are to be provided under the Contract from 1st April 2004, the Contract must provide for the Contractor to provide in *core hours* to its *registered patients* and persons accepted by it as *temporary residents* such of the *additional services* as are equivalent to the services which that medical practitioner or practitioners was or were providing to his or their patients on the date that the Contract is entered into except to the extent that:-

- the provision of any of those services by that medical practitioner or practitioners was due to come to an end on or before the date on which services are required to start being provided under the Contract, or
- prior to the signing of the Contract, the LHB has accepted in writing a written request from the Contractor that the Contract should not require it to provide all or any of those *additional services* (see regulation 29 of *the Regulations*).

In any other circumstances, it is for the Contractor and the LHB to negotiate which *additional services* will be provided by the Contractor. If the Contractor is providing any one or more *additional services* under the Contract (whether or not pursuant to regulation 29), then the clauses relating to that particular *additional service* are required to be inserted into the Contract: clause 53 must be included where any one or more additional services is being provided by the Contractor under the Contract. This reflects the requirements of regulation 16 and Schedule 2 to *the Regulations*.

The first exception to these general principles (see article 17 of *the Transitional Order*) is where the Contractor was entitled to enter into a GMS Contract pursuant to article 8 or 10 of the *Transitional Order*: if this is the case, the Contract must, unless the LHB has accepted in writing a written request from the Contractor not to provide such services, provide for the Contractor to provide in *core hours* to the Contractor's registered patients and persons accepted by it as *temporary residents*-

- such of the *additional services* as are equivalent to the services which were specified in the notice of vacancy published under regulation 18D of the National Health Service (General Medical Services) Regulations 1992, or
- in a case in which the services required were not so specified, the services which the medical practitioner whose death or withdrawal or removal from the LHB's medical list led to the declaration of the vacancy was providing to his patients immediately prior to his death or withdrawal or removal from the list.

The second exception to these general principles (see article 18 of *the Transitional Order*) is where the Contract is being entered into with a Contractor who, immediately before the coming into force of the Contract, is a party to a *default contract* with the LHB: if this is the case, the Contract must require the Contractor to provide in *core hours* to its *registered patients* and persons accepted by it as *temporary residents* all of the *additional services* which were required to be provided under the *default contract*, except to the extent that, prior to the signing of the Contract, the LHB has accepted in writing a written request from the Contractor that the Contract should not require it to provide all or any of those *additional services*.

53. In relation to each *additional service* it provides, the Contractor shall provide such facilities and equipment as are necessary to enable it properly to perform that service.

54. Where an *additional service* is to be funded under the *global sum*, the Contractor must provide that *additional service* at such times, within *core hours*, as are appropriate to meet the reasonable needs of its patients. The Contractor must also have in place arrangements for its patients to access such services throughout the *core hours* in case of emergency.

55. The Contractor shall provide the *additional services*²⁹ set out in clause 56 to-

55.1. its *registered patients*; and

55.2. persons accepted by it as *temporary residents*;

56. The Contractor shall provide to the patients specified in clause 55-

56.1. [*cervical screening services*];

56.2. [*contraceptive services*];

56.3. [*vaccinations and immunisations*];

56.4. [*childhood vaccinations and immunisations*];

56.5. [*child health surveillance services*];

²⁹ Delete from the list at clause 56 any of the *additional services* that the Contractor is not going to be providing under the Contract to the persons specified in clause 55.

56.6. [maternity medical services];

56.7. [minor surgery].

57. The Contractor shall provide the *additional services* set out in [] to []³⁰

58. The Contractor shall provide to the patients specified in clause 57-

58.1. [cervical screening services];

58.2. [contraceptive services];

58.3. [vaccinations and immunisations];

58.4. [childhood vaccinations and immunisations];

58.5. [child health surveillance services];

58.6. [maternity medical services];

58.7. [minor surgery].

59. [In addition to the *additional services* specified in clauses 55, 56, 57 and 58 the Contractor shall provide *child health surveillance services* to [specify here

³⁰ Clauses 57 and 58 only need to be included if the parties agree that the Contractor will provide *additional services* that are not funded by the *global sum*. If the parties do so agree, details need to be inserted at clause 57 of the patients to whom such services will be provided, and where particular *additional services* specified in clause 58 are to be provided to particular patients (for example *maternity medical services* is to be provided to one group of patients and *minor surgery* is to be provided to a different group of patients), the spaces in square brackets at clause 57 should be completed to make it clear which *additional services* included at clause 58 are to be provided to which patients: any *additional services* that the

*any patients/categories of patients (other than patients who are recorded as being on the Contractor's list of patients) to whom the Contractor was providing child health surveillance services, either under regulation 28 of the National Health Service (General Medical Services) Regulations 1992 or pursuant to a default contract, on or immediately before the date this contract is to be entered into (see article 24 and 25 of the Transitional Order) (see article 24 and 25 of the Transitional Order)]. The requirement to provide this additional service to the patients specified in this clause shall cease on the date on which any opt out of child health surveillance services in respect of the Contractor's own registered patients commences pursuant to Part 10 of the Contract]*³¹

60. [In addition to the *additional services* specified in clauses 55, 56, 57 and 58, the Contractor shall provide *contraceptive services* to [specify here any *patients/categories of patients (other than patients who are recorded as being on the Contractor's list of patients) to whom the Contractor was providing contraceptive services, either under regulation 29 of the National Health Service (General Medical Services) Regulations 1992 or pursuant to a default contract, on or immediately before the date this contract is to be entered into (see article 24 and 25 of the Transitional Order)]* The requirement to provide this *additional service* to the patients specified in this clause shall cease on the date on which any *opt out of contraceptive services* in respect of the Contractor's own registered patients commences pursuant to Part 10 of the Contract]³²

61. [In addition to the *additional services* specified in clauses 55, 56, 57 and 58, the Contractor shall provide *maternity medical services* to [specify here any *patients/categories of patients (other than patients who are recorded as being on*

Contractor will not be providing to patients specified in clause 57 need to be deleted from clause 58.

³¹ This clause only needs to be included if the Contractor must provide such services pursuant to article 24 or 25 of *the Transitional Order*: if neither article applies to the Contractor, this clause can be deleted.

³² This clause only needs to be included if the Contractor must provide such services pursuant to article 24 or 25 of *the Transitional Order*: if neither article applies to the Contractor, this clause can be deleted.

*the Contractor's list of patients) to whom the Contractor was providing contraceptive services either under regulation 31 of the National Health Service (General Medical Services) Regulations 1992 or pursuant to a default contract, on or immediately before the date the Contract is to be entered into (see article 24 and 25 of the Transitional Order)]. The requirement to provide this additional service to the patients specified in this clause shall cease on the date on which any opt out of maternity medical services in respect of the Contractor's own registered patients commences pursuant to Part 10 of the Contract]*³³

62. [Nothing in clauses 59 to 61 shall prevent the Contractor from subsequently terminating its responsibility for patients not registered with the Contractor pursuant to clauses 225 to 229]³⁴.

63. []³⁵

64. []

65. []

66. []

67. []

³³ This clause only needs to be included if the Contractor must provide such services pursuant to article 24 or 25 of *the Transitional Order*: if neither article applies to the Contractor, this clause can be deleted.

³⁴ This clause only needs to be included if any of clauses 59 to 61 are included. If not, this clause can be deleted.

³⁵ Clause 54 makes provision in respect of *additional services* funded by the *global sum* in respect of the times during which *additional services* are to be provided to patients. In relation to *additional services* that are not funded by the *global sum* (specified in clause 58), the parties will need to specify here the times during which such services are to be provided: there is further space in the clauses below to include such further detail as is necessary

Cervical screening³⁶

68. The Contractor shall-

- 68.1. provide the services described in clause 69; and
- 68.2. make such records as are referred to in clause 70.

69. The services referred to in clause 68 are-

- 69.1. the provision of any necessary information and advice to assist relevant patients in making an informed decision as to participation in the Cervical Screening Wales Programme undertaken by Velindre NHS Trust on behalf of the National Assembly for Wales;
- 69.1A. for the purpose of clause 69.1 “relevant patients” means female patients on the Contractor’s patient list who have been identified by Velindre NHS Trust as suitable candidates for a cervical screening test;
- 69.2. the performance of cervical screening tests on women who have agreed to participate in that Programme;
- 69.3. arranging for women to be informed of the results of the test;
- 69.4. ensuring that test results are followed up appropriately.

³⁶ Clauses 68 to 70 are required by *the Regulations* only where the Contract includes the provision of *cervical screening services*. If the Contractor is not providing *cervical screening services*, these clauses should be deleted.

70. The records referred to in clause 68 are an accurate record of the carrying out of a cervical screening test, the result of the test and any clinical follow up requirements.

Contraceptive services³⁷

71. The Contractor shall make available the following services to all of its patients who request such services:

71.1. the giving of advice about the full range of contraceptive methods;

71.2. where appropriate, the medical examination of patients seeking such advice;

71.3. the treatment of such patients for contraceptive purposes and the prescribing of contraceptive substances and appliances (excluding the fitting and implanting of intrauterine devices and implants);

71.4. the giving of advice about emergency contraception and where appropriate, the supplying or prescribing of emergency hormonal contraception or, where the Contractor has a conscientious objection to emergency contraception, prompt referral to another provider of primary medical services who does not have such conscientious objections;

71.5. the provision of advice and referral in cases of unplanned or unwanted pregnancy, including advice about the availability of free

³⁷ Clause 71 is required by *the Regulations* only where the Contract includes the provision of *contraceptive services*. If the Contractor is not providing *contraceptive services*, this clause should be deleted.

pregnancy testing in the *practice area* and, where appropriate, where the Contractor has a conscientious objection to the termination of pregnancy, prompt referral to another provider of primary medical services who does not have such conscientious objections;

71.6. the giving of initial advice about sexual health promotion and sexually transmitted infections; and

71.7. the referral as necessary for specialist sexual health services, including tests for sexually transmitted infections.

Vaccinations and immunisations³⁸

72. The Contractor shall-

72.1. offer to provide to patients all vaccinations and immunisations (excluding *childhood vaccinations and immunisations*) of a type and in the circumstances for which a fee was provided for under the 2003-04 Statement of Fees and Allowances made under regulation 34 of the National Health Service (General Medical Services) Regulations 1992 other than influenza and pneumococcal vaccinations;

72.2. provide appropriate information and advice to patients about such vaccinations and immunisations;

72.3. record in the patient's record kept in accordance with clauses 417 to 425 any refusal of the offer referred to in clause 72.1;

³⁸ Clauses 72 and 73 are required by *the Regulations* only where the Contract includes the provision of *vaccinations and immunisations*. If the Contractor is not providing *vaccinations and immunisations*, these clauses should be deleted.

72.4. where the offer is accepted, administer the vaccinations and immunisations, and include in the patient's record kept in accordance with clause 417 to 425-

72.4.1. the patient's consent to the vaccination or immunisation or the name of the person who gave consent to the vaccination or immunisation and his relationship to the patient;

72.4.2. the batch numbers, expiry date and title of the vaccine;

72.4.3. the date of administration;

72.4.4. in a case where two vaccines are administered in close succession, the route of administration and the injection site of each vaccine;

72.4.5. any contraindications to the vaccination or immunisation; and

72.4.6. any adverse reactions to the vaccination or immunisation.

73. The Contractor shall ensure that all staff involved in administering vaccines are trained in the recognition and initial treatment of anaphylaxis.

Childhood vaccinations and immunisations³⁹

74. The Contractor shall-

³⁹ Clauses 74 to 75 are required by *the Regulations* only where the Contract includes the provision of *childhood vaccinations and immunisations*. If the Contractor is not providing *childhood vaccinations and immunisations*, these clauses should be deleted.

- 74.1. offer to provide to children all vaccinations and immunisations of a type and in the circumstances for which a fee was provided for under the 2003-04 Statement of Fees and Allowances made under regulation 34 of the National Health Service (General Medical Services) Regulations 1992;
- 74.2. provide appropriate information and advice to patients and, where appropriate, their parents about such vaccinations and immunisations;
- 74.3. record in the patient's record kept in accordance with clause 417 to 425 any refusal of the offer referred to in clause 74.1;
- 74.4. where the offer is accepted, administer the vaccinations and immunisations, and include in the patient's record kept in accordance with clauses 417 to 425-
- 74.4.1. the name of the person who gave consent to the vaccination or immunisation and his relationship to the patient;
- 74.4.2. the batch numbers, expiry date and title of the vaccine;
- 74.4.3. the date of administration;
- 74.4.4. in a case where two vaccines are administered in close succession, the route of administration and the injection site of each vaccine;
- 74.4.5. any contraindications to the vaccination or immunisation; and
- 74.4.6. any adverse reactions to the vaccination or immunisation.

75. The Contractor shall ensure that all staff involved in administering vaccines are trained in the recognition and initial treatment of anaphylaxis.

Child health surveillance⁴⁰

76. The Contractor shall, in respect of any child under the age of five for whom it has responsibility under the Contract-

76.1. provide the services described in clause 77, other than any examination so described which the parent refuses to allow the child to undergo, until the date upon which the child attains the age of five years; and

76.2. maintain such records as are specified in clause 78.

77. The services referred to in clause 76.1 are-

77.1. the monitoring-

77.1.1. by the consideration of any information concerning the child received by or on behalf of the Contractor, and

77.1.2. on any occasion when the child is examined or observed by or on behalf of the Contractor (whether pursuant to clause 77.2 or otherwise),

⁴⁰ Clauses 76 to 78 are required by *the Regulations* only where the Contract includes the provision of *child health surveillance services*. If the Contractor is not providing *child health surveillance services*, these clauses should be deleted.

of the health, well-being and physical, mental and social development (all of which characteristics are referred to in clauses 77 to 79 as “development”) of the child while under the age of 5 years with a view to detecting any deviations from normal development;

77.2. the examination of the child at a frequency that has been agreed with the LHB in accordance with the nationally agreed evidence based programme set out in the fourth edition of “Health for all Children (David Hall and David Elliman, January 2003, Oxford University Press ISBN 0-19-85188-X).

78. The records referred to in clause 76.2 are an accurate record of-

78.1. the development of the child while under the age of 5 years, compiled as soon as is reasonably practicable following the first examination of that child and, where appropriate, amended following each subsequent examination; and

78.2. the responses (if any) to offers made to the child’s *parent* for the child to undergo any examination referred to in clause 77.2.

Maternity medical services⁴¹

79. The Contractor shall-

79.1. provide to female patients who have been diagnosed as pregnant all necessary maternity medical services throughout the antenatal period;

79.2. provide to female patients and their babies all necessary maternity medical services throughout the postnatal period other than neonatal checks;

79.3. provide all necessary maternity medical services to female patients whose pregnancy has terminated as a result of miscarriage or abortion or, where the Contractor has a conscientious objection to the termination of pregnancy, prompt referral to another provider of primary medical services, who does not have such conscientious objections.

80. In clause 79-

80.1. "antenatal period" means the period from the start of the pregnancy to the onset of labour,

80.2. "maternity medical services" means-

80.2.1. in relation to female patients (other than babies) all primary medical services relating to pregnancy, excluding intra partum care, and

80.2.2. in relation to babies, any primary medical services necessary in their first 14 days of life, and

80.3. "postnatal period" means the period starting from the conclusion of delivery of the baby or the patient's discharge from secondary care services, whichever is the later, and ending on the fourteenth day after the birth.

⁴¹ Clauses 79 to 80 are required by *the Regulations* only where the Contract includes the provision of *maternity medical services*. If the Contractor is not providing *maternity medical*

Minor surgery⁴²

81. The Contractor shall make available to patients where appropriate curettage and cautery and, in relation to warts, verrucae and other skin lesions, cryocautery.

82. The Contractor shall ensure that its record of any treatment provided pursuant to clause 81 includes the consent of the patient to that treatment.

services, these clauses should be deleted.

⁴² Clauses 81 and 82 are required by *the Regulations* only where the Contract includes the provision of *minor surgery*. If the Contractor is not providing *minor surgery*, these clauses should be deleted.

PART 9

OUT OF HOURS SERVICES⁴³

⁴³ A contractor is required to provide *out of hours services* under the Contract if it falls within the categories specified in regulations 30 to 31 of *the Regulations*: otherwise it is a matter for negotiation between the parties. This means that the Contractor must provide *out of hours services* under the Contract in the following circumstances:-

1. (regulation 30) if, under the Contract, the Contractor will be providing any services before 1st January 2005 (whether or not services will be provided after that date), the Contract must provide for *out of hours services* to be provided to patients by the Contractor unless:-
 - a) the LHB has accepted in writing, prior to the signing of the Contract, a written request from the Contractor that the Contract should not require the Contractor to make such provision; or
 - b) the Contract is, at the date on which it is signed, with-
 - a medical practitioner who is or was, on 31st March 2004 relieved of responsibility for providing services to his patients under paragraph 18(2) of Schedule 2 to the National Health Service (General Medical Services) Regulations 1992;
 - a partnership in which all of the partners who are *general medical practitioners* are, or were on 31st March 2004 relieved of responsibility for providing services to their patients under that paragraph on that date;
 - a company in which all of the *general medical practitioners* who own shares in that company are, or were on 31st March 2004 relieved of responsibility for providing services to their patients under that paragraph on that date
 - c) the Contractor opts out of the provision of *out of hours services* pursuant to the Contract (which will not affect the need to include the provision of *out of hours services* in the Contract at the point the Contract is entered into); or
 - d) the Contract has been otherwise varied to exclude a requirement to make such provision (this will not be relevant at the point where the Contract is being entered into because there will not be any such variation until there is a contract to vary); AND
2. (regulation 31) if the Contract is with any of the persons specified in a) to c) below, the Contract must require the Contractor to continue providing *out of hours services* to patients of an exempt contractor where the Contractor is-
 - a) an individual medical practitioner who is, or was on 31st March 2004, responsible for providing services during all or part of the out of hours period to the patients of a medical practitioner who meets the requirements set out in paragraph 3 below (“exempt contractor”);
 - b) two or more individuals practising in partnership at least one of whom is, or was on 31st March 2004, a medical practitioner responsible for providing such services; or
 - c) a company in which one or more of the shareholders is, or was, on 31st March 2004, a medical practitioner responsible for providing such servicesand the Contractor must continue to provide such services until it has opted out of the provision of *out of hours services* in accordance with Part 10 of the Contract, or the LHB (or if it is different, the Local Health Board with whom the exempt contractor holds its contract)) has or have agreed in writing that the Contractor need no longer provide some or all of those services to some or all of those patients.
3. the requirements referred to in 2.a) are that-

83. [Subject to clause 84, the Contractor shall provide-

83.1. the services which must be provided in *core hours* pursuant to clauses 46 to 52; and

83.2. such additional services (if any) as are included in the Contract pursuant to clause 56

during the *out of hours period*⁴⁴].

84. The Contractor shall only be required to provide the services specified in clause 83 during the *out of hours period* to a patient if, in the reasonable opinion of the Contractor in the light of the patient's medical condition, it would not be reasonable in all the circumstances for the patient to wait for the services required until the next time at which he could obtain such services during *core hours*⁴⁵.

-
- a) the medical practitioner was relieved of responsibility for providing services to his patients under paragraph 18(2) of Schedule 2 to the National Health Service (General Medical Services) Regulations 1992; and
 - b) he-
 - a. has entered or intends to enter into a contract which does not include *out of hours services* pursuant to paragraph 1(b) above,
 - b. is one of two or more individuals practising in partnership who have entered or intend to enter into a contract which does not include *out of hours services* pursuant to paragraph 1(b) above;
 - c. is the owner of shares in a company which has entered or intends to enter into a contract which does not include *out of hours services* pursuant to paragraph 1(b) above.

⁴⁴ This clause is mandatory only if *out of hours services* are being provided pursuant to regulation 30 or 31 of the Regulations: if *out of hours services* are included in the Contract other than by virtue of regulation 30 or 31, details of what services are to be provided by the Contractor during the *out of hours period* should be included here instead, and the provision can be re-drafted depending on what is agreed between the parties.

⁴⁵ This clause is required whenever *out of hours services* will be provided, whether pursuant to regulation 30 or 31 of the Regulations or not.

85. From 1st January 2005, the Contractor must have regard to, in the provision of *out of hours services*, the quality standards set out in guidance issued by the Assembly.

Supply of medicines etc. by Contractors providing out of hours services⁴⁶

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.

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

⁴⁶ This clause is only required if the Contractor is providing *out of hours services* pursuant to regulation 31 of *the Regulations* otherwise the clause should be deleted.

85B3.4. a drug, medicine or other substance listed in Schedule 1 to the National Health Service (General Medical Services Contracts) (Prescription of Drugs etc) (Wales) Regulations 2004⁴⁷, 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 8(1) of the *Charges Regulations*; or

85D.2. entitlement to remission of charges under regulation 3 of the National Health Service (Travelling Expenses and Remission of Charges) Regulations 1988⁴⁸,

⁴⁷ S.I.2004/1022 (W.119)

⁴⁸ S.I.1988/551

to produce satisfactory evidence of entitlement, unless the declaration is in respect of entitlement to exemption by virtue of regulation 8(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 readily 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 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.

86. If the Contractor is required to provide *out of hours services* under the Contract pursuant to regulation 31 of *the Regulations* to the patients of an exempt contractor it shall provide such services, and continue to provide such services until-

86.1. it has opted out of the provision of *out of hours services* in accordance with Part 10 of this Contract;

86.2. the LHB and, where applicable, the Local Health Board that holds a contract with the contractor for whom *out of hours services* are being provided by the Contractor under the Contract, has or have

agreed in writing that the Contractor need no longer provide some or all of those services to some or all of those patients⁴⁹.

87. [If the Contractor is required to provide *out of hours services* under the Contract, pursuant to article 20 of the *Transitional Order*, to the patients of a party to a *default contract* who is an exempt contractor (within the meaning of that article) it shall provide such services to those patients, and continue to provide such services until-

87.1. the exempt contractor's *default contract* referred to in article 20(3)(a) of the *Transitional Order* has come to an end and not been succeeded by a *general medical services contract* which does not include *out of hours services* pursuant to regulation 30(1)(b) of *the Regulations*;

87.2. the Contractor has opted out of the provision of *out of hours services* in accordance with Part 10 of the Contract; or

87.3. the LHB and, if it is different, the Local Health Board that holds a contract with the contractor for whom *out of hours services* are being provided by the Contractor under the Contract, has or have agreed in writing that the Contractor need no longer provide some or all of those services to some or all of those patients.]⁵⁰

⁴⁹ This clause is only required if the Contractor is providing *out of hours services* pursuant to regulation 31 of *the Regulations*. Otherwise this clause should be deleted.

⁵⁰ Clause 87 only needs to be included if, pursuant to article 20 of the *Transitional Order*, the Contractor will be responsible for providing *out of hours services* to the patients of a party to a *default contract*. If it is not relevant to the Contractor, the clause can be deleted.

PART 10

OPT OUTS OF ADDITIONAL AND OUT OF HOURS SERVICES⁵¹

Opt outs of additional services: general

88. Where the Contractor wishes to *permanently opt out* or *temporarily opt out* of the provision of one or more *additional services* (referred to in clauses 89 to 126 below as "*additional service*"), the Contractor shall give to the LHB in writing a *preliminary opt out notice* which shall state the reasons for wishing to opt out.

89. As soon as is reasonably practicable and in any event within the period of 7 days beginning with the receipt of the *preliminary opt out notice* by the LHB, the LHB shall enter into discussions with the Contractor concerning the support which the LHB may give the Contractor, or other changes which the LHB or the Contractor may make, which would enable the Contractor to continue to provide the *additional service*. The LHB and the Contractor shall use reasonable endeavours to achieve this aim.

90. The discussions referred to in clause 89 shall be completed within the period of 10 days beginning with the date of the receipt of the *preliminary opt out notice* by the LHB or as soon as reasonably practicable thereafter. If,

⁵¹ These provisions are required by *the Regulations* in certain circumstances (see regulation 17 and Schedule 3):-

- if the contract provides for the Contractor to provide an *additional service* that is to be funded through the *global sum*, clauses 88 to 126 are required;
- if the Contract is entered into before 1st October 2004 and it provides for the Contractor to provide *out of hours services* pursuant to regulation 30 or 31 of *the Regulations*, clauses 127 to 150 are required;
- if the Contract is entered into on or after 1st October 2004 and the Contract provides for the Contractor to provide *out of hours services* pursuant to regulation 30 or 31 of *the Regulations*, clauses 127 to 134 are required.

If any of the provisions relating to opt outs of *additional* and *out of hours services* are included, clauses 151 to 153 are required.

following the discussions, the Contractor still wishes to opt out of the provision of the *additional service*, it shall send an *opt out notice* to the LHB.

91. An *opt out notice* shall specify-

91.1. the *additional service* concerned;

91.2. whether the Contractor wishes to *permanently opt out* or *temporarily opt out*;

91.3. the reasons for wishing to opt out;

91.4. the date from which the Contractor would like the opt out to commence, which must in the case of a *temporary opt out* be at least 14 days after the date of service of the *opt out notice*, and in the case of a *permanent opt out* must be the day either 3 or 6 months after the date of service of the *opt out notice*; and

91.5. in the case of a *temporary opt out*, the desired duration of the opt out.

92. Where the Contractor has given two previous *temporary opt out notices* within the period of three years ending with the date of the service of the latest *opt out notice* (whether or not the same *additional service* is concerned), the latest *opt out notice* shall be treated as a *permanent opt out notice* even if the *opt out notice* says that it wishes to *temporarily opt out*.

93. The Contractor may not serve a *temporary opt out notice* prior to 1 April 2004.

Temporary opt outs and permanent opt outs following temporary opt outs

94. Clauses 95 to 108 apply following the giving of a *temporary opt out notice*.

95. As soon as is reasonably practicable and in any event within the period of 7 days beginning with the date of receipt of a *temporary opt out notice* under clause 90, the LHB shall-

95.1. approve the *opt out notice* and specify in accordance with clauses 97 and 98 the date on which the *temporary opt out* is to commence and the date that it is to come to an end ("the end date"); or

95.2. reject the *opt out notice* in accordance with clause 96,

and shall notify the Contractor of its decision as soon as possible, giving reasons for its decision.

96. The LHB may reject the *opt out notice* on the ground that the Contractor-

96.1. is providing *additional services to patients* other than its own *registered patients, or enhanced services*; or

96.2. has no reasonable need temporarily to *opt out* having regard to its ability to deliver the *additional service*.

97. The date specified by the LHB for the commencement of the *temporary opt out* shall wherever reasonably practicable be the date requested by the Contractor in its *opt out notice*.

98. Before determining the end date, the LHB shall make reasonable efforts to reach agreement as to the end date with the Contractor.

99. Where the LHB approves an *opt out notice*, the Contractor's obligation to provide the *additional service* specified in the notice shall be suspended from the date specified by the LHB in its decision under clause 95 and shall remain suspended until the end date unless-

99.1. the Contractor and the LHB agree an earlier date in writing, in which case the suspension shall come to an end on the earlier date agreed;

99.2. the LHB specifies a later date under clause 99.4 in which case the suspension shall end on the later date specified;

99.3. clause 103 applies, and the Contractor refers the matter to the *NHS dispute resolution procedure* or the court, in which case the suspension shall end-

99.3.1. where the outcome of the decision is to uphold the decision of the LHB, on the day after the date of the decision of *the Assembly* or the court,

99.3.2. where the outcome of the dispute is to overturn the decision of the LHB, 28 days after the decision of *the Assembly* or the court, or

99.3.3. where the Contractor ceases to pursue the *NHS dispute resolution procedure* or court proceedings, on the day after the date that the Contractor withdraws its claim or the procedure is or proceedings are otherwise terminated by *the Assembly* or the court;

99.4. clause 103 applies and-

99.4.1. the LHB refuses the Contractor's request for a *permanent opt out* within the period of 28 days ending with the end date, in which case the suspension shall come to an end 28 days after the end date,

99.4.2. the LHB refuses the Contractor's request for a *permanent opt out* after the end date, in which case the suspension shall come to an end 28 days after the date of service of the notice, or

99.4.3. the LHB notifies the Contractor after the end date that the *Assembly* has not approved its proposed decision to refuse the Contractor's request to *permanently opt out* under clause 106 after the end date, in which case the suspension shall come to an end 28 days after the date of service of the notice.

100. Before the end date, the LHB may, in exceptional circumstances and with the agreement of the Contractor, notify the Contractor in writing of a later date on which the *temporary opt out* is to come to an end, being a date no more than six months later than the end date.

101. Where the LHB considers that-

101.1. the Contractor will be unable to satisfactorily provide the *additional service* at the end of the *temporary opt out*; and

101.2. it would not be appropriate to exercise its discretion under clause 99.4 to specify a later date on which the *temporary opt out* is to come to an end or the Contractor does not agree to a later date

the LHB may notify the Contractor in writing at least 28 days before the end date that a *permanent opt out* shall follow a *temporary opt out*.

102. Where the LHB notifies the Contractor under clause 101 that the *permanent opt out* shall follow a *temporary opt out*, the *permanent opt out* shall take effect immediately after the end of the *temporary opt out*.
103. Where the Contractor has *temporarily opted out*, the Contractor may at least three months prior to the end date notify the LHB in writing that it wishes to *permanently opt out* of the *additional service* in question.
104. Where the Contractor has notified the LHB under clause 103 that it wishes to *permanently opt out*, the *temporary opt out* shall be followed by a *permanent opt out* beginning on the day after the end date unless the LHB refuses the Contractor's request to *permanently opt out* by giving a notice in writing to the Contractor to this effect.
105. The LHB may only give a notice under clause 104 with the approval of the *Assembly*. Where the LHB seeks the approval of the *Assembly* to a proposed decision to refuse a *permanent opt out* under this clause, it shall notify the Contractor of having done so.
106. If the *Assembly* has not reached a decision as to whether or not to approve the LHB's proposed decision to refuse a *permanent opt out* before the end date, the Contractor's obligation to provide the *additional service* shall remain suspended until the date specified in clause 99.4.2 or 99.4.3 (whichever is applicable).
107. Where after the end date the *Assembly* notifies the LHB that it does not approve the LHB's proposed decision to refuse a *permanent opt out*, the LHB shall notify the Contractor in writing of this fact as soon as is reasonably practicable.

108. *A temporary opt out or permanent opt out commences, and a temporary opt out ends at 08.00 on the relevant day unless-*

108.1. *the day is a Saturday, Sunday, Christmas Day, Good Friday or a bank holiday, in which case the opt out shall take effect on the next working day at 08.00; or*

108.2. *the LHB and the Contractor agree a different day or time.*

Permanent opt outs

109. *In clauses 110 to 126-*

“A Day” is the day specified by the Contractor in its permanent opt out notice to the LHB for the commencement of the permanent opt out;

“B Day” is the day six months after the date of service of the permanent opt out notice; and

“C Day” is the day nine months after the date of service of the permanent opt out notice.

110. *As soon as is reasonably practicable and in any event within the period of 28 days beginning with the date of receipt of a permanent opt out notice under clause 90 (or temporary opt out notice which is treated as a permanent opt out notice under clause 92), the LHB shall-*

110.1. *approve the opt out notice; or*

110.2. *reject the opt out notice in accordance with clause 111,*

and shall notify the Contractor of its decision as soon as possible, including reasons for its decision where its decision is to reject the *opt out notice*.

111. A LHB may reject the *opt out notice* on the ground that the Contractor is providing an *additional service* to patients other than its *registered patients* or *enhanced services*.

112. The Contractor may not withdraw an *opt out notice* once it has been approved by the LHB in accordance with clause 110.1 without the LHB's agreement.

113. If the LHB approves the *opt out notice* under clause 110.1, it shall use its reasonable endeavours to make arrangements for the Contractor's *registered patients* to receive the *additional service* from an alternative provider from A day.

114. The Contractor's duty to provide the *additional service* shall terminate on A Day unless the LHB serves a notice under clause 115 (extending A day to B day or C day).

115. If the LHB is not successful in finding an alternative provider to take on the provision of the *additional service* from A day, then it shall notify the Contractor in writing of this fact no later than one month before A day, and-

115.1. in a case where A Day is three months after service of the *opt out notice*, the Contractor shall continue to provide the *additional service* until B Day unless at least one month before B Day it receives a notice in writing from the LHB under clause 116 that despite using its

reasonable endeavours, it has failed to find an alternative provider to take on the provision of the *additional service* from B Day;

115.2. in a case where A Day is six months after the service of the *opt out notice*, the Contractor shall continue to provide the *additional service* until C Day unless at least one month before C Day it receives a notice from the LHB under clause 120 that it has made an application to the *Assembly* under clause 119 seeking its approval of a decision to refuse a *permanent opt out* or to delay the commencement of a *permanent opt out* until after C Day.

116. Where in accordance with clause 115.1 the *permanent opt out* is to commence on B Day and the LHB, despite using its reasonable endeavours, has failed to find an alternative provider to take on the provision of the *additional service* from that day, it shall notify the Contractor in writing of this fact at least one month before B Day, in which case the Contractor shall continue to provide the *additional service* until C Day unless at least one month before C Day it receives a notice from the LHB under clause 119 that it has applied to the *Assembly* under clause 118 seeking the approval of the *Assembly* to a decision to refuse a *permanent opt out* or to postpone the commencement of a *permanent opt out* until after C Day.

117. As soon as is reasonably practicable and in any event within 7 days of the LHB serving a notice under clause 116, the LHB shall enter into discussions with the Contractor concerning the support that the LHB may give to the Contractor or other changes which the LHB or the Contractor may make in relation to the provision of the *additional service* until C Day.

118. The LHB may, if it considers that there are exceptional circumstances make an application to the *Assembly* for approval of a decision to-

- 118.1. refuse a *permanent opt-out*; or
 - 118.2. postpone the commencement of a *permanent opt-out* until after C Day.
119. As soon as practicable after making an application under clause 118 to the Assembly, the LHB shall notify the Contractor in writing that it has made such an application.
120. Where the Assembly-
- 120.1. approves a decision to refuse an opt out pursuant to paragraph 3(12)(a) of Schedule 3 to *the Regulations*; or
 - 120.2. recommends that a *permanent opt out* be refused pursuant to paragraph 3(13)(b)(ii) of Schedule 3 to *the Regulations*,
- the LHB shall notify the Contractor in writing that it may not opt out of the *additional service*.
121. Where the LHB notifies the Contractor under clause 120, the Contractor may not serve a *preliminary opt out notice* in respect of that *additional service* for a period of 12 months beginning with the date of service of the LHB's notice under that clause unless there has been a change in the circumstances of the Contractor which affects its ability to deliver services under the Contract.
122. Where the Assembly-

122.1. recommends a different date for the commencement of the *permanent opt-out*;

122.2. approves the LHB's application to postpone a *permanent opt out*;
or

122.3. recommends an earlier date to that proposed by the LHB in its application,

the LHB shall in accordance with the approval of the Assembly notify the Contractor in writing of its decision and the notice shall specify the date from which the *permanent opt out* shall commence.

123. Where the Assembly rejects the LHB's application, the LHB shall notify the Contractor in writing that there shall be a *permanent opt out* and the *permanent opt out* shall commence on C Day or 28 days after the date of service of the LHB's notice, whichever is the later.

124. If the *Assembly* has not reached a decision on the LHB's application under clause 118 before C Day, the Contractor's obligation to provide the *additional service* shall continue until a notice is served on it by the LHB under clause 122 or 123.

125. Nothing in clauses 109 to 124 above shall prevent the Contractor and the LHB from agreeing a different date for the termination of the Contractor's duty under the Contract to provide the *additional service* and, accordingly, varying the Contract in accordance with clause 515.

126. The *permanent opt out* takes effect at 08.00 on the relevant day unless-

126.1. the day is a Saturday, Sunday, Christmas Day, Good Friday or a *bank holiday*, in which case the opt out shall take effect on the next working day at 08.00; or

126.2. the LHB and the Contractor agree a different day or time.

Out of hours opt outs where the opt out notice is served after 30th September 2004

127. Clauses 128 to 144 apply where the Contractor wishes to serve or serves an *out of hours opt out notice* after 30th September 2004.

128. Where the Contractor wishes to terminate its obligation to provide *out of hours services* which was included in the Contract pursuant to regulation 30 of *the Regulations*, the Contractor shall notify the relevant LHB in writing to that effect (an *out of hours opt out notice*).

129. An *out of hours opt out notice* shall specify the date from which the Contractor would like the opt out to take effect, which must be either three or six months after the date of service of the *out of hours opt out notice*.

130. As soon as is reasonably practicable and in any event within 28 days of receiving the *out of hours opt out notice*, the LHB shall approve the notice and specify in accordance with clause 131 the date on which the out of hours opt out is to commence (“OOH Day”). The LHB shall notify the Contractor of its decision as soon as possible.

131. The date specified under clause 130 shall be the date specified in the *out of hours opt out notice*.

132. The Contractor may not withdraw an *out of hours opt out notice* once it has been approved by the LHB under clause 130 without the LHB's agreement.
133. Following receipt of the *out of hours opt out notice*, the LHB must use its reasonable endeavours to make arrangements for the Contractor's *registered patients* to receive the *out of hours services* from an alternative provider from OOH Day.
134. Clauses 114 to 126 shall apply to an out of hours opt out as they apply to a *permanent opt out* and as if the reference to "A Day" was a reference to OOH day and the reference in clause 121 to a *preliminary opt out notice* was a reference to an *out of hours opt out notice*.

Out of hours opt out where the opt out notice is served before 1st October 2004

135. Clause 136 to 150 shall apply where the Contractor wishes to serve or serves an *out of hours opt out notice* before 1st October 2004 and in those clauses-
- 135.1. "OOH day" is the day specified by the LHB for the commencement of the out of hours opt out in its decision under clause 138;
- 135.2. "OOHB day" is the day six months after the date of service of the out of hours opt out notice;
- 135.3. "OOHC day" is the day specified by the LHB in its decision under clause 144 or 146 (which must be nine months after the date of service of the *out of hours opt out notice* or before 2nd January 2005);

136. If the Contractor wishes to terminate its obligation to provide *out of hours services*, and that obligation was included in this Contract pursuant to regulation 30 of *the Regulations*, it shall notify the LHB in writing to that effect (*out of hours opt out notice*).

137. An *out of hours opt out notice* shall state the date on which the Contractor would like the opt out to take effect, which must be either three or six months after the date of service of the *out of hours opt out notice*.

138. As soon as is reasonably practicable and in any event within 28 days of receiving the *out of hours opt out notice*, the LHB shall approve the notice and specify in accordance with clause 139 and 140 the date on which the out of hours opt out is to commence (“OOH Day”). The LHB shall notify the Contractor of its decision as soon as possible, including reasons for its decision.

139. Subject to clause 140, OOH day shall be-

139.1. the date specified in the *out of hours opt out notice*; or

139.2. any other date before 2nd January 2005.

140. A LHB may not specify under clause 138 a date earlier than the date specified in the *out of hours opt out notice*.

141. The Contractor may not withdraw an *out of hours opt out notice* once it has been approved by the LHB under clause 138 without the LHB’s agreement.

142. Following receipt of the *out of hours opt out notice*, the LHB must use its reasonable endeavours to make arrangements for the Contractor's *registered patients* to receive *out of hours services* from an alternative provider from OOH day.
143. The Contractor's duty to provide *out of hours services* shall terminate on OOH day unless the LHB-
- 143.1. serves a notice under clause 144 (extending OOH day to OOHB day or OOHC day); or
- 143.2. makes an application under clause 147 (seeking approval of the *Assembly* to a decision to refuse an opt out or to delay the taking effect of an opt out until after OOH day).
144. If the LHB is not successful in finding an alternative provider to take on the provision of the *out of hours services* from OOH Day, then it shall notify the Contractor in writing of this fact no later than one month before OOH Day, and-
- 144.1. in a case where OOH day is three months after service of the *out of hours opt out notice*, the Contractor shall continue to provide the *out of hours services* until OOHB day unless at least one month before OOHB day it receives a notice in writing from the LHB under clause 146 that despite using its reasonable endeavours, it has failed to find an alternative provider to take on the provision of the *out of hours services* from OOHB day;
- 144.2. in a case where OOH day is after the day three months after the service of the *out of hours opt out notice*, the Contractor shall continue to provide the *out of hours services* until OOHC day (which shall be

specified by the LHB in accordance with clause 145 and included in its notice to the Contractor under this Clause) unless at least one month before OOHC day it receives a notice from the LHB under clause 148 that it has made an application to the *Assembly* under clause 147 seeking its approval to a decision to refuse an opt out or to delay the commencement of the opt out until after OOHC day.

145. OOHC day shall be any day before 2nd January 2005 or the day nine months after the service of the *out of hours opt out notice*.

146. Where in accordance with clause 144.1 the out of hours opt out is to commence on OOHB day and the LHB, despite using its reasonable endeavours has failed to find an alternative provider to take on the provision of *out of hours services* from that day, it shall notify the Contractor in writing of this fact at least one month before OOHB day, in which case the Contractor shall continue to provide *the out of hours services* until OOHC day (which shall be specified by the LHB in accordance with clause 145 and included in its notice to the Contractor under this clause) unless at least one month before OOHC day it receives a notice from the LHB under clause 148 that it has applied to the *Assembly* under clause 147 seeking the approval of the *Assembly* to a decision to refuse an opt out or to postpone the commencement of an opt out until after OOHC day.

147. The LHB may, if it considers there are exceptional circumstances, make an application to the *Assembly* for approval of a decision to-

147.1. refuse an opt out; or

147.2. postpone the commencement of an opt out until after-

147.2.1. OOHC day, or

- 147.2.2. OOH day where OOH day is 1st January 2005, and 1st January 2005 is nine months or more after the date of the *out of hours opt out notice*.
148. Where OOH day is 1st January 2005, and 1st January 2005 is nine months or more after the date of the *out of hours opt out notice*, an application under clause 147 shall be made at least one month before OOH day.
149. As soon as practicable after making an application under clause 147 to the Assembly, the LHB shall notify the Contractor in writing that it has made such an application.
150. Clauses 120 to 126 shall apply to an out of hours opt out as they apply to a *permanent opt out* and as if the reference to "C day" was a reference to OOH day or OOH day where OOH day is 1st January 2005 and 1st January 2005 is nine months or more after the date of the *out of hours opt out notice*.

Informing patients of opt outs

151. Prior to any opt out taking effect, the LHB and the Contractor shall discuss how to inform the Contractor's patients of the proposed opt out.
152. The Contractor shall, if requested by the LHB, inform its *registered patients* of an opt out and the arrangements made for them to receive the *additional service or out of hours services* by-
- 152.1. placing a notice in the practice's waiting room; or

152.2. including the information in the *practice leaflet*.

153. In clauses 151 and 152 "opt out" means an out of hours opt out, a *permanent opt out* or a *temporary opt out*.

PART 11⁵²

ENHANCED SERVICES

154. [The parties should insert here the details of the *enhanced services* that the Contractor has agreed to provide under the Contract (if any) including details of to whom each of such services will be provided].

155. []

156. []

157. []

158. []

159. []

160. []

⁵² This Part is not required by *the Regulations* but if the parties agree that the Contractor is going to provide *enhanced services* under the GMS Contract, or any relevant Directions direct the LHB to include particular *enhanced services* if the Contractor so requests, details of such services, together with any relevant specifications, should be incorporated in this Part.

PART 12⁵³

PATIENTS

Persons to whom services are to be provided⁵⁴

161. [Except where specifically stated otherwise in respect of particular services]⁵⁵ The Contractor shall provide services under the Contract to:

161.1. *registered patients,*

161.2. *temporary residents,*

161.3. persons to whom the Contractor is required to provide immediately necessary treatment under clause 47.3 or 50,

161.4. any person for whom the Contractor is responsible under regulation 31 of *the Regulations*⁵⁶ [or article 20 of *the Transitional Order*]⁵⁷;

⁵³ Except where specifically indicated in a footnote, this Part is required by *the Regulations*: see regulation 18, regulation 25 and Part 2 of Schedule 6.

⁵⁴ This provision is required by regulation 18(1)(c) of *the Regulations* which requires the Contract to specify to whom services under the Contract are to be provided.

⁵⁵ The words in square brackets may be required where the Contractor is providing *additional services* not funded by the *global sum, enhanced services* or *out of hours services* only to specific categories of patients (and not all of the patients specified in clauses 161.1 to 161.5).

⁵⁶ 1. Regulation 31 of *the Regulations* provides that if the Contract is with any of the persons specified in a) to c) below, the Contract must require the Contractor to continue providing *out of hours services* to patients of an exempt contractor where the Contractor is-

- a) an individual medical practitioner who is, or was on 31st March 2004, responsible for providing services during all or part of the out of hours period to the patients of a medical practitioner who meets the requirements set out in paragraph 2 below (“exempt contractor”);
- b) two or more individuals practising in partnership at least one of whom was, or will be, on 31st March 2004, a medical practitioner responsible for providing such services; or

161.5. any other person to whom the Contractor is responsible under arrangements made with another contractor of the kind referred to in clause 401; and

161.6. any other person to whom the Contractor has agreed to provide services under the Contract.

Patient registration area

162. The area in respect of which persons resident in it will, subject to any other terms of the Contract relating to patient registration, be entitled to register with the Contractor, or seek acceptance by the Contractor as a *temporary resident*, is []⁵⁸.

List of patients

-
- c) a company in which one or more of the shareholders was, or will be, on 31st March 2004, a medical practitioner responsible for providing such services, and the Contractor must continue to provide such services until it has opted out of the provision of *out of hours services* in accordance with Part 10 of the Contract, or the LHB (or if it is different, the Local Health Board with whom the exempt contractor holds its contract)) has or have agreed in writing that the Contractor need no longer provide some or all of those services to some or all of those patients.
2. The requirements are that-
- a) the medical practitioner was relieved of responsibility for providing services to his patients under paragraph 18(2) of Schedule 2 to the National Health Service (General Medical Services) Regulations 1992; and
 - b) he-
 - a. has entered or intends to enter into a contract which does not include *out of hours services* pursuant to paragraph 1(b) above,
 - b. is one of two or more individuals practising in partnership who have entered or intends to enter into a contract which does not include *out of hours services* pursuant to paragraph 1(b) above;
 - c. is the owner of shares in a company which has entered or intends to enter into a contract which does not include *out of hours services* pursuant to paragraph 1(b) above.

⁵⁷ The words indicated in square brackets need only be included if, pursuant to article 20 of *the Transitional Order* and clause 87, the Contractor is required to provide *out of hours services* to the patients of a party to a *default contract* who is an exempt contractor as set out in that article.

⁵⁸ The *practice area* needs to be specified here – this is required by regulation 18(1)(d) of *the Regulations*.

163. The Contractor's list of patients is [open/closed]⁵⁹.
164. [The Contractor's list of patients shall remain closed for the period of 12 months from the date on which the Contract comes into force unless the Contractor notifies the LHB in writing of its intention to re-open the list before the end of that period and of the date on which it will re-open: if the Contractor does re-open its list before the end of the 12 month period, it shall not be entitled to close it again during that period except in accordance with clauses 230 to 240].⁶⁰
165. The period of time for which the Contractor's list of patients will be closed is [please specify a period of time, which may not exceed 12 months]. The current number of the Contractor's *registered patients* is [please specify]. The number of *registered patients* (lower than the current

⁵⁹ The Contract must specify whether, at the date the Contract comes into force, the Contractor's list of patients will be *open* or *closed*. Please delete as appropriate. This clause is required by regulation 18(1)(e) of *the Regulations*. However, pursuant to article 32 of *the Transitional Order*, if a medical practitioner was on 31st March 2004, providing general medical services under section 29 of *the Act* and, on or before 31st March 2004, he enters into a *general medical services contract*, whether as an individual medical practitioner or as one of two or more persons practising in partnership, or he is a legal and beneficial shareholder in a company which enters into a *general medical services contract* on or before 31st March 2004, the Contractor's list of patients must be open to applications in accordance with the provisions of the Contract on the date the Contract comes into force unless:-

- on 31st March 2004, or on the date on which the Contract is signed if earlier-
 - if the Contract is with an individual medical practitioner, that practitioner is or was exempt from the liability to have persons (other than a specified person) assigned to him under regulation 4(8) of the National Health Service (Choice of Medical Practitioner) Regulations 1998;
 - if the Contract is with a partnership, all those individuals who are medical practitioners are or were exempt from such liability; or
 - if the contract is with a company, all of the medical practitioners who are legal and beneficial shareholders in that company are exempt from such liability; and
- the LHB has determined, in the light of the circumstances in which it granted the exemption or exemptions referred to above, that the Contractor's list of patients should, from the commencement of the Contract, be closed to applications for inclusion in the list other than from the *immediate family members* of registered patients.

If the Contractor falls within one of these exceptions, the words 'closed' should be selected, clause 164 should be included and clause 165 should be deleted.

number of such patients and expressed either in absolute terms or as a percentage of the current number of patients) which if that number were reached would trigger the re-opening of the Contractor's list of patients is [please specify]. The number of *registered patients* (expressed either in absolute terms or as a percentage of the number of current patients) which, if that number were reached, would trigger the re-closure of the Contractor's list of patients is [please specify]⁶¹.

166. The LHB shall prepare and keep up to date a list of the patients-

166.1. who have been accepted by the Contractor for inclusion in its list of patients under clauses 171 to 176 and who have not subsequently been removed from that list under clauses 187 to 224; and

166.2. who have been assigned to the Contractor under clauses 254 and 255, or clauses 256 and 257 and whose assignment has not subsequently been rescinded.

167. [The LHB shall also include in the Contractor's list of patients-

167.1. those patients who, on 31st March 2004, were recorded by the LHB pursuant to regulation 19 of the National Health Service (General Medical Services) Regulations 1992 as being on the list of-

167.1.1. the Contractor, if the Contractor is an individual medical practitioner,

⁶⁰ This clause should only be included if clause 163 states that the Contractor's list is *closed* because, pursuant to article 32 of *the Transitional Order*, the Contractor is entitled to have a *closed* list at the date the Contract comes into force.

⁶¹ This clause is only required if the Contract specifies in accordance with clause 163 that the Contractor's list of patients is *closed*: see regulation 18(4) of *the Regulations*. The parties are required to incorporate the information indicated in square brackets.

167.1.2. any of the two or more medical practitioners practising in partnership who have entered into the contract, if the Contractor is a partnership, or

167.1.3. any of the medical practitioners who are legal and beneficial shareholders in the company which has entered into the contract,

unless the patient lives outside the *practice area*, and that patient was included on that medical practitioner's list other than by virtue of an assignment under regulation 4 of the National Health Service (Choice of Medical Practitioner) Regulations 1998; and

167.2. any patient who, on or before 31st March 2004, had been assigned to the Contractor, or any one of the persons specified in clause 167.1.2 or 167.1.3 or , under regulation 4 of the National Health Service (Choice of Medical Practitioner) Regulations 1998 but not yet included in the list of the Contractor referred to in clause 167.1.]⁶²

168. [The LHB shall also include in the Contractor's list of patients-

168.1. all the patients who, on the date immediately before the coming into force of the *general medical services contract* were on the Contractor's list of patients for the purposes of a *default contract* with the LHB, unless the patient lives outside the *practice area*, and that

⁶² Clause 167 should be included if the Contract is entered into with a medical practitioner who, on 31st March 2004 , is providing general medical services under section 29 of *the Act* and on or before 31st March 2004 he enters into a *general medical services contract* whether as an individual medical practitioner or as one of two or more individuals practising in partnership, or he is a legal and beneficial shareholder in a company which enters into a *general medical services contract* on or before 31st March 2004: see article 28 of *the Transitional Order* which contains the requirement. If this clause is not applicable to the Contractor, it should be deleted.

patient was included on the Contractor's list other than by virtue of an assignment under regulation 4 of the National Health Service (Choice of Medical Practitioner) Regulations 1998 or under the *default contract*; and

168.2. any patient who had been assigned to the Contractor when he was a party to that *default contract* in accordance with the terms of that contract but not yet included in the list referred to in clause 168.1.]⁶³

169. [The LHB shall also include in the Contractor's list of patients all of the patients who, on the date on which temporary arrangements under regulation 25(2) or (6) of the National Health Service (General Medical Services) Regulations 1992 came to an end, were-

169.1. temporarily re-assigned to other medical practitioners under paragraph (14A) of regulation 25; or

169.2. included on the list of the medical practitioner for whom the temporary arrangements were in place

unless the patient lives outside the *practice area* and that patient became registered with either the medical practitioner for whom the temporary arrangements are in place or the medical practitioner or practitioners providing the temporary arrangements otherwise than as a result of an assignment under regulation 4 of the National Health Service (Choice of Medical Practitioner) Regulations 1998.]⁶⁴

⁶³ This clause should only be included if the Contract with the LHB is being entered into with a Contractor who was a party to a *default contract* with the LHB immediately before the coming into force of the Contract: see article 29 of *the Transitional Order*. If the clause does not apply, it should be deleted.

⁶⁴ This clause is required by article 30(1) of *the Transitional Order* if the Contractor is an individual medical practitioner for whom, immediately before the Contract commences, the LHB had in place temporary arrangements under regulation 25(2) or (6) of the National

170. [The LHB shall also include in the Contractor's list of patients, all of the patients who were, on the date on which contractual arrangements under article 15 of *the Transitional Order* in respect of the Contractor's patients came to an end, on the list or lists of patients prepared and maintained by the LHB for the purpose of those contractual arrangements, unless the patient lives outside the *practice area* and that patient's inclusion in the list of patients did not result from an assignment under regulation 4 of the National Health Service (Choice of Medical Practitioner) Regulations 1998 or under the contractual arrangements under article 15]⁶⁵.

Application for inclusion in a list of patients

171. The Contractor may, if its list of patients is *open*, accept an application for inclusion in its list of patients made by or on behalf of any person, whether or not resident in its *practice area* or included, at the time of that application, in the list of patients of another contractor or provider of primary medical services

172. The Contractor may, if its list of patients is *closed*, only accept an application for inclusion in its list of patients from a person who is an *immediate family member* of a *registered patient* whether or not resident in its *practice area* or included, at the time of that application, in the list of patients of another contractor or provider of primary medical services.

173. Subject to clause 174, an application for inclusion in the Contractor's list of patients shall be made by delivering to the *practice premises* a *medical*

Health Service (General Medical Services) Regulations 1992: if the Contractor is not such a person, this clause should be deleted.

⁶⁵ Clause 170 is required by article 30(2) of *the Transitional Order* if the Contractor is an individual medical practitioner for whom, immediately before the Contract commences, the LHB had in place contractual arrangements under article 15 of *the Transitional Order*. If the Contractor is not such a person, this clause should be deleted.

card or an application signed (in either case) by the applicant or a person authorised by the applicant to sign on his behalf.

174. An application may be made-

174.1. on behalf of any *child*-

174.1.1. by either *parent*, or in the absence of both *parents*, the guardian or other adult who has care of the *child*,

174.1.2. by a person duly authorised by a local authority to whose care the *child* has been committed under the Children Act 1989, or

174.1.3. by a person duly authorised by a voluntary organisation by which the *child* is being accommodated under the provisions of that Act;

174.2. on behalf of any adult who is incapable of making such an application or authorising such an application to be made on their behalf, by a relative or *primary carer* of that person.

175. Where the Contractor accepts an application for inclusion in its list of patients, the Contractor shall notify the LHB in writing as soon as possible.

176. On receipt of a notice under clause 175, the LHB shall include that person in the Contractor's list of patients from the date on which the notice is received, and shall notify the applicant (or, in the case of a *child* or incapable adult, the person making the application on their behalf) in writing of the acceptance.

Temporary residents

177. The Contractor may if its list of patients is *open* accept a person as a *temporary resident* provided it is satisfied that the person is-

177.1. temporarily resident away from his normal place of residence and is not being provided with *essential services* under any other arrangement in the locality where he is temporarily residing; or

177.2. moving from place to place and not for the time being resident in any place.

178. For the purposes of clause 177, a person shall be regarded as temporarily resident in a place if, when he arrives in that place, he intends to stay there for more than 24 hours but not more than three months.

179. Where the Contractor wishes to terminate its responsibility for a person accepted as a *temporary resident* before the end of three months or such shorter period for which it had agreed to accept him as a patient, the Contractor shall notify the patient either orally or in writing and its responsibility for that person shall cease 7 days after the date on which the notification was given.

180. At the end of three months, or on such earlier date as its responsibility for the patient has come to an end, the Contractor shall notify the LHB in writing of any person whom it accepted as a *temporary resident*.

Refusal of applications for inclusion in the list of patients or for acceptance as a *temporary resident*

181. The Contractor shall only refuse an application made under clauses 171 to 180 if it has reasonable grounds for doing so which do not relate to the applicant's race, gender, social class, age, religion, sexual orientation, appearance, disability or medical condition.
182. The reasonable grounds referred to in clause 181 shall, in the case of applications made under clauses 171 to 176 include the ground that the applicant does not live in the Contractor's *practice area*.
183. If the Contractor refuses an application made under clauses 171 to 180, it shall, within 14 days of its decision, notify the applicant (or, in the case of a child or incapable adult, the person making the application on their behalf) in writing of the refusal and the reason for it.
184. The Contractor shall keep a written record of refusals of applications made under clauses 171 to 176 and of the reasons for them and shall make this record available to the LHB on request.

Patient preference of practitioner

185. Where the Contractor has accepted an application for inclusion in its list of patients, it shall-
- 185.1. notify the patient (or, in the case of a *child* or incapable adult, the person making the application on their behalf) of the patient's right to express a preference to receive services from a particular performer or class of performer either generally or in relation to any particular condition; and
- 185.2. record in writing any such preference expressed by or on behalf of the patient.

186. The Contractor shall endeavour to comply with any reasonable preference expressed under clause 185 but need not do so if the preferred performer has reasonable grounds for refusing to provide services to the patient, or does not routinely perform the service in question within the *practice*.

Removals from the list at the request of the patient

187. The Contractor shall notify the LHB in writing of any request for removal from its list of patients received from a *registered patient*.

188. Where the LHB receives notification from the Contractor under clause 187, or receives a request from the patient to be removed from the Contractor's list of patients, it shall remove that person from the Contractor's list of patients.

189. A removal under clause 188 shall take effect-

189.1. on the date on which the LHB receives notification of the registration of the person with another provider of *essential services* (or their equivalent); or

189.2. 14 days after the date on which the notification or request made under clause 187 or 188 respectively is received by the LHB,

whichever is the sooner.

190. The LHB shall, as soon as practicable, notify in writing-

190.1. the patient; and

190.2. the Contractor,

that the patient's name will be or has been removed from the Contractor's list of patients on the date referred to in clause 189.

191. In clauses 190, 192, 201.1, 207, 208, 213, 214 and 220 a reference to a request received from, or advice, information or notification required to be given to, a patient shall include a request received from or advice, information or notification required to be given to-

191.1. in the case of a patient who is a *child*, a *parent* or other person referred to in clause 174.1; or

191.2. in the case of an adult patient who is incapable of making the relevant request or receiving the relevant advice, information or notification, a relative or the *primary carer* of the patient.

Removals from the list at the request of the Contractor

192. Subject to clauses 202 to 208, where the Contractor has reasonable grounds for wishing a patient to be removed from its list of patients which do not relate to the applicant's race, gender, social class, age, religion, sexual orientation, appearance, disability or medical condition, the Contractor shall-

192.1. notify the LHB in writing that it wishes to have the patient removed; and

192.2. subject to clause 193, notify the patient in writing of its specific reasons for requesting removal.

193. Where, in the reasonable opinion of the Contractor, the circumstances of the removal are such that it is not appropriate for a more specific reason to be given, and there has been an irrevocable breakdown in the relationship between the patient and the Contractor, the reason given under clause 192 may consist of a statement that there has been such a breakdown.

194. Except in the circumstances specified in clause 195, the Contractor may only request a removal under clause 192, if, within the period of 12 months prior to the date of its request to the LHB, it has warned the patient that he is at risk of removal and explained to him the reasons for this.

195. The circumstances referred to in clause 194 are that-

195.1. the reason for removal relates to a change of address;

195.2. the Contractor has reasonable grounds for believing that the issue of such a warning would be harmful to the physical or mental health of the patient or would put at risk the safety of one or more of the persons specified in clause 196; or

195.3. it is, in the opinion of the Contractor, not otherwise reasonable or practical for a warning to be given.

196. The persons referred to in clause 195 are-

196.1. if the Contractor is an individual medical practitioner, the Contractor;

196.2. if the Contractor is a partnership, a partner in the partnership;

- 196.3. if the Contractor is a company, a legal and beneficial owner of shares in that company;
- 196.4. a member of the Contractor's staff;
- 196.5. a person engaged by the Contractor to perform or assist in the performance of services under the Contract; or
- 196.6. any other person present on the *practice premises* or in the place where services are being provided to the patient under the Contract.
197. The Contractor shall record in writing the date of any warning given in accordance with clause 194 and the reasons for giving such a warning as explained to the patient, or the reason why no such warning was given.
198. The Contractor shall keep a written record of removals under clause 192 which shall include the reason for removal given to the patient, the circumstances of the removal and in cases where clause 193 applies, the grounds for a more specific reason not being appropriate, and the Contractor shall make this record available to the LHB on request.
199. A removal requested in accordance with clause 192 shall, subject to clause 200, take effect from the date on which the person is registered with another provider of *essential services*, or the eighth day after the LHB receives the notice, whichever is the sooner.
200. Where, on the date on which the removal would take effect under clause 199, the Contractor is treating the patient at intervals of less than seven days, the Contractor shall inform the LHB in writing of that fact and the removal shall take effect on the eighth day after the LHB receives

notification from the Contractor that the person no longer needs such treatment, or on the date on which the person is registered with another provider of *essential services*, whichever is the sooner.

201. The LHB shall notify in writing-

201.1. the patient; and

201.2. the Contractor

that the patient's name has been or will be removed from the Contractor's list of patients on the date referred to in clause 199 or 200.

Removals from the list of patients who are violent

202. Where the Contractor wishes a patient to be removed from its list of patients with immediate effect on the grounds that-

202.1. the patient has committed an act of violence against any of the persons specified in clause 203 or behaved in such a way that any such person has feared for his safety; and

202.2. it has reported the incident to the police,

the Contractor shall notify the LHB in accordance with clause 204.

203. The persons referred to in clause 202 are-

203.1. if the Contract is with an individual medical practitioner, that individual;

- 203.2. if the Contract is with a partnership, a partner in that partnership;
- 203.3. if the Contract is with a company, a legal and beneficial owner of shares in that company;
- 203.4. a member of the Contractor's staff;
- 203.5. a person employed or engaged by the Contractor to perform or assist in the performance of services under the Contract; or
- 203.6. any other person present on the *practice premises* or in the place where services were provided to the patient under the Contract.
204. Notification under clause 202 may be given by any means including telephone or fax but if not given in writing shall subsequently be confirmed in writing within seven days (and for this purpose a faxed notification is not a written one).
205. The LHB shall acknowledge in writing receipt of a request from the Contractor under clause 202.
206. A removal requested in accordance with clause 202 shall take effect at the time the Contractor makes the telephone call to the LHB, or sends or delivers the notification to the LHB.
207. Where, pursuant to clauses 202 to 206, the Contractor has notified the LHB that it wishes to have a patient removed from its list of patients, it shall inform the patient concerned unless-
- 207.1. it is not reasonably practicable for it to do so; or

- 207.2. it has reasonable grounds for believing that to do so would be harmful to the physical or mental health of the patient or would put at risk the safety of one or more of the persons specified in clause 203.
208. Where the LHB has removed a patient from the Contractor's list of patients in accordance with clause 206 it shall give written notice of the removal to that patient.
209. Where a patient is removed from the Contractor's list of patients in accordance with clauses 202 to 208, the Contractor shall record in the patient's medical records that the patient has been removed under this paragraph and the circumstances leading to his removal.

Removals from the list of patients registered elsewhere

210. The LHB shall remove a patient from the Contractor's list of patients if he has subsequently been registered with another provider of essential services (or their equivalent) in the area of the LHB or it has received notice from another Local Health Board, a Primary Care Trust, *Health Board*, a or a *Health and Social Services Board* that the patient has subsequently been registered with a provider of *essential services* (or their equivalent) outside the area of the LHB.
211. A removal in accordance with clause 210 shall take effect on the date on which notification of acceptance by the new provider was received or with the consent of the LHB, on such other date as has been agreed between the Contractor and the new provider.
212. The LHB shall notify the Contractor in writing of persons removed from its list of patients under clause 210.

Removals from the list of patients who have moved

213. Subject to clause 214, where the LHB is satisfied that a person on the Contractor's list of patients no longer resides in that Contractor's *practice area*, the LHB shall-

213.1. inform that patient and the Contractor that the Contractor is no longer obliged to visit and treat the patient;

213.2. advise the patient in writing either to obtain the Contractor's agreement to the continued inclusion of the patient on its list of patients or to apply for registration with another provider of *essential services* (or their equivalent); and

213.3. inform the patient that if, after the expiration of 30 days from the date of the advice referred to in clause 213.2, he has not acted in accordance with the advice and informed it accordingly, the LHB will remove him from the Contractor's list of patients.

214. If, at the expiration of the period of 30 days referred to in clause 213.3, the LHB has not been notified of the action taken, it shall remove the patient from the Contractor's list of patients and inform him and the Contractor accordingly.

215. Where the address of a patient who is on the Contractor's list is no longer known to the LHB, the LHB shall-

215.1. give to the Contractor notice in writing that it intends, at the end of the period of six months commencing with the date of the notice, to remove the patient from the Contractor's list of patients; and

215.2. at the end of that period, remove the patient from the Contractor's list of patients unless, within that period, the Contractor satisfies the LHB that it is still responsible for providing *essential services* to that patient.

Removals from the list of patients absent from the United Kingdom etc

216. The LHB shall remove a patient from the Contractor's list of patients where it receives notification that that patient-

216.1. intends to be away from the United Kingdom for a period of at least three months;

216.2. is in Her Majesty's Forces;

216.3. is serving a prison sentence of more than two years or sentences totalling in the aggregate more than that period;

216.4. has been absent from the United Kingdom for a period of more than three months; or

216.5. has died.

217. A removal in accordance with clause 216 shall take effect-

217.1. in the cases referred to in clauses 216.1 to 216.3 from the date of the departure, enlistment or imprisonment or the date on which the LHB first receives notification of the departure, enlistment or imprisonment whichever is the later;

217.2. in the cases referred to in clauses 216.4 and 216.5 from the date on which the LHB first receives notification of the absence or death.

218. The LHB shall notify the Contractor in writing of patients removed from its list of patients under clause 216.

Removals from the list of patients accepted elsewhere as *temporary residents*

219. The LHB shall remove from the Contractor's list of patients a patient who has been accepted as a *temporary resident* by another contractor or other provider of *essential services* (or their equivalent) where it is satisfied, after due inquiry-

219.1. that the patient's stay in the place of temporary residence has exceeded three months; and

219.2. that the patient has not returned to his normal place of residence or any other place within the Contractor's *practice area*.

220. The LHB shall notify the Contractor and, where practicable, the patient, of a removal under clause 219.

221. A notification to the patient under clause 220 shall inform him of-

221.1. his entitlement to make arrangements for the provision to him of *essential services* (or their equivalent), including by the Contractor by whom he has been treated as a *temporary resident*; and

221.2. the name and address of the LHB in whose area he is resident.

Removals from the list of pupils etc of a school

222. Where the Contractor provides *essential services* under the Contract to persons on the grounds that they are pupils at or staff or residents of a school, the LHB shall remove from the Contractor's list of patients any such persons who do not appear on particulars of persons who are pupils at or staff or residents of that school provided by that school.

223. Where the LHB has made a request to a school to provide the particulars mentioned in clause 222 and has not received them, it shall consult the Contractor as to whether it should remove from its list of patients any persons appearing on that list as pupils at, or staff or residents of, that school.

224. The LHB shall notify the Contractor in writing of patients removed from its list of patients under clause 222.

Termination of responsibility for patients not registered with the Contractor

225. Where the Contractor-

225.1. has received an application for the provision of medical services other than *essential services*-

225.1.1. from a person who is not included in its list of patients,

225.1.2. from a person whom it has not accepted as a *temporary resident*, or

225.1.3. on behalf of a person mentioned in clause 225.1.1 or
225.1.2, from one of the persons specified in clause 174; and

225.2. has accepted that person as a patient for the provision of the
service in question

its responsibility for that patient shall be terminated in the circumstances
referred to in clause 226.

226. The circumstances referred to in clause 225 are-

226.1. the patient informs the Contractor that he no longer wishes it to
be responsible for provision of the service in question;

226.2. in cases where the Contractor has reasonable grounds for
terminating its responsibility which do not relate to the person's race,
gender, social class, age, religion, sexual orientation, appearance,
disability or medical condition, the Contractor informs the patient that
it no longer wishes to be responsible for providing him with the
service in question; or

226.3. it comes to the notice of the Contractor that the patient-

226.3.1. no longer resides in the area for which the Contractor has
agreed to provide the service in question; or

226.3.2. is no longer included in the list of patients of another
contractor to whose *registered patients* the Contractor has agreed to
provide that service.

227. If the Contractor wishes to terminate its responsibility for a patient under clause 226.2, it shall notify the patient of the termination and the reason for it.

228. The Contractor shall keep a written record of terminations under clause 225 to 227 and of the reasons for them and shall make this record available to the LHB on request.

229. A termination under clause 226.2 shall take effect-

229.1. from the date on which the notice is given where the grounds for termination are those specified in clause 202; or

229.2. in all other cases, 14 days from the date on which the notice is given.

Closure of lists of patients

230. Where the Contractor wishes to close its list of patients, it shall notify the LHB in writing to that effect.

231. Within a period of 7 days beginning with the date of receipt of the notification referred to in clause 230, or, if that is not reasonably practicable, as soon as is practicable thereafter, the LHB shall enter into discussions with the Contractor concerning the support which the LHB may give the Contractor, or other changes which the LHB or the Contractor may make, which would enable the Contractor to keep its list of patients *open*. In these discussions, both parties shall use reasonable endeavours to achieve the aim of keeping the Contractor's list of patients *open*.

232. The discussions referred to in clause 231 shall be completed within a period of 28 days beginning with the date of the LHB's receipt of the notification referred to in clause 230, or within such longer period as the parties may agree.

233. If, following the discussions referred to in clause 231, the LHB and the Contractor reach agreement that the Contractor's list of patients should remain *open*, the LHB shall send full details of the agreement in writing to the Contractor. The LHB and the Contractor shall comply with the terms of any agreement reached.

234. If, following the discussions referred to in clause 231-

234.1. the LHB and the Contractor reach agreement that the Contractor's list of patients should close; or

234.2. the LHB and the Contractor fail to reach agreement and the Contractor still wishes to close its list of patients,

the Contractor shall send a closure notice to the LHB.

235. A closure notice shall be submitted in the form specified in Schedule 5 to this Contract, and shall include the following details which (in a case falling within clause 234.1) have been agreed between the parties or (in a case falling within clause 234.2) are proposed by the Contractor-

235.1. the period of time (which may not exceed 12 months) for which the Contractor's list of patients will be *closed*;

235.2. the current number of the Contractor's *registered patients*;

- 235.3. the number of *registered patients* (lower than the current number of such patients, and expressed either in absolute terms or as a percentage of the number of such patients specified pursuant to clause 235.2) which, if that number were reached, would trigger the re-opening of the Contractor's list of patients;
- 235.4. the number of *registered patients* (expressed either in absolute terms or as a percentage of the number of such patients specified pursuant to clause 235.2) which, if that number were reached, would trigger the re-closure of the Contractor's list of patients; and
- 235.5. any withdrawal from or reduction in provision of any *additional* or *enhanced services* which had previously been provided under the Contract.
236. The LHB shall forthwith acknowledge receipt of the closure notice in writing to the Contractor.
237. Before the LHB reaches a decision as to whether to approve or reject the closure notice under clause 239, the LHB and the Contractor may enter into further discussions concerning the details of the closure notice referred to in clause 235, with a view to reaching agreement: and, in particular, if the parties are unable to reach agreement regarding the period of time for which the Contractor's list of patients will be *closed*, that period shall be twelve months.
238. The Contractor may not withdraw a closure notice for a period of three months beginning with the date on which the LHB has received the notice, unless the LHB has agreed otherwise in writing.

239. Within a period of 14 days beginning with the date of receipt of the closure notice, the LHB shall approve or reject the closure notice and shall notify the Contractor of its decision in writing as soon as possible.
240. Approval of the closure notice under clause 239 includes approval of the details specified in accordance with clause 235 (or, where those details are revised following discussions under clause 237, approval of those details as so revised).

Approval of closure notice by the LHB

241. If the LHB approves the closure notice in accordance with clause 239, the Contractor shall close its list of patients-
- 241.1. with effect from a date agreed between the LHB and the Contractor; or
- 241.2. if no such agreement has been reached, with effect from the date on which the Contractor receives notification of the LHB's decision to approve the closure notice.
242. Subject to clause 243, the Contractor's list of patients shall remain *closed* for the period specified in the closure notice in accordance with clause 235.1 (or, where the period of 12 months specified in clause 237 applies, for that period).
243. The Contractor's list of patients shall re-open before the expiry of the period referred to in clause 242 if-

243.1. the number of the Contractor's *registered patients* falls to the number specified in the closure notice in accordance with clause 235.3;
or

243.2. the LHB and the Contractor agree that the list of patients should re-open.

244. If the Contractor's list of patients has re-opened pursuant to clause 243.1, it shall nevertheless close again if, during the period specified in the closure notice in accordance with 235.1 (or, where the period of 12 months specified in clause 237 applies, during that period) the number of the Contractor's *registered patients* rises to the number specified in the closure notice in accordance with clause 235.4.

245. Except in cases where the Contractor's list of patients is already open pursuant to clause 243, the LHB shall notify the Contractor in writing between 7 and 14 days before the expiry of the period of closure specified in clause 242, confirming the date on which the Contractor's list of patients will re-open.

246. Where the details specified in the closure notice in accordance with clause 235 have been revised following discussions under clause 237, references in this paragraph to details specified in the closure notice are references to those details as so revised.

Rejection of closure notice by the LHB

247. Clauses 248 to 253 apply where the LHB rejects the closure notice in accordance with clause 239.

248. The Contractor or the LHB shall not refer the matter for determination in accordance with the *NHS dispute resolution procedure* (or, where applicable, commence court proceedings) until the *assessment panel* has given its determination in accordance with clauses 249 to 253 and paragraph 31(7) and 31 (8) of Schedule 6 to *the Regulations*.
249. The LHB must ensure that the *assessment panel* is appointed as soon as is practicable to consider and determine whether the Contractor should be permitted to close its list of patients, and if so, the terms on which it should be permitted to do so.
250. The LHB shall provide the *assessment panel* with such information as the *assessment panel* may reasonably require to enable it to reach a determination and shall include in such information any written observations received from the Contractor.
251. The members of the *assessment panel* shall be-
- 251.1. the Chief Executive of a Local Health Board of which the *assessment panel* is a committee or sub-committee;
 - 251.2. a person representative of *patients* in an area other than that of the LHB which is a party to the contract; and
 - 251.3. a person representative of a *Local Medical Committee* which does not represent practitioners in the area of the LHB which is a party to the contract.
252. Where the *assessment panel* determines pursuant to paragraph 31(7)(a) of Schedule 6 to *the Regulations* that the Contractor's list of patients may close-

252.1. that list shall close on the date specified by the *assessment panel* pursuant to paragraph 31(8)(a) of Schedule 6 to *the Regulations*; and

252.2. that list shall re-open before the expiry of the period referred to in clause 252.1 if-

252.2.1 the number of the Contractor's *registered patients* falls to the number specified by the *assessment panel* in accordance with paragraph 31(8)(b) of Schedule 6 to *the Regulations* as the number of *registered patients* which, if that number were reached, would trigger the re-opening of the Contractor's list of patients;
or

252.2.2 the LHB and the Contractor agree that the list of patients should re-open.

252A. If the Contractor's list of patients has re-opened pursuant to clause 252.2.1, it shall nevertheless close again if, during the period specified by the *assessment panel* as the period for which the list should remain *closed*, the number of the Contractor's *registered patients* rises to the number specified by the *assessment panel* in accordance with paragraph 31(8)(b) of Schedule 6 to *the Regulations* as the number of *registered patients* which, if that number were reached would trigger the re-closure of the Contractor's list of patients.

252B. Except in cases where the Contractor's list of patients is already *open* pursuant to clause 252.2.2, the LHB shall notify the Contractor in writing between seven and fourteen days before the expiry of the closure period

referred to in clause 252.1, confirming the date on which the Contractor's list of patients will re-open.

253. Where the *assessment panel* determines pursuant to paragraph 31(7)(b) of Schedule 6 to *the Regulations* that the Contractor's list of patients may not close-

253.1. that list shall remain *open*, and the LHB and the Contractor shall enter into discussions with a view to ensuring that the Contractor receives support from the LHB which will enable it to continue to provide services safely and effectively;

253.2. the Contractor may not submit a further closure notice as described in clause 235 until-

253.2.1. the expiry of a period of three months beginning with the date of the *assessment panel's* determination; or

253.2.2. (if applicable) the final determination of the *NHS dispute resolution procedure* (or any court proceedings),

whichever is the later, unless there has been a change in the circumstances of the Contractor which affects its ability to deliver services under the Contract.

Assignment of patients to lists: open lists

254. The LHB may, subject to clause 258, assign a new patient to the Contractor whose list of patients is *open*.

255. In this clause, and in clauses 256 to 257 and clauses 259 to 268, a “new” patient means a person who-

255.1. is resident (whether or not temporarily) within the area of the LHB;

255.2. has been refused inclusion in a list of patients of, or has not been accepted as a *temporary resident* by a contractor whose premises are within such an area; and

255.3. wishes to be included in the list of patients of the Contractor whose *practice premises* are within that area.

Assignment of patients to lists: closed lists

256. The LHB may not assign a new patient to the Contractor where it has *closed* its list of patients except in the circumstances specified in clause 257.

257. The LHB may, subject to clause 258, assign a new patient to the Contractor when it has *closed* its list of patients if the Contractor’s *practice premises* are within the LHB’s area, and-

257.1. most or all of the providers of *essential services* (or their equivalent) whose *practice premises* are within the LHB’s area have *closed* their lists of patients;

257.2. the *assessment panel* has determined under paragraph 35(7) of Schedule 6 to *the Regulations* that patients may be assigned to the Contractor, and that determination has not been overturned either by a determination of *the Assembly* under paragraph 36(13) of Schedule 6 to *the Regulations* or (where applicable) by a court; and

257.3. the LHB has entered into discussions with the Contractor in question regarding the assignment of a patient if such discussions are required under clause 265.

Factors relevant to assignments

258. In making an assignment to the Contractor under clauses 254 to 257, the LHB shall have regard to-

258.1. the wishes and circumstances of the patient to be assigned;

258.2. the distance between the patient's place of residence and the Contractor's *practice premises*;

258.3. whether, during the six months ending on the date on which the application for assignment is received by the LHB, the patient's name has been removed from the list of patients of any contractor in the area of the LHB under clauses 192 to 201 ;

258.4. whether the patient's name has been removed from the list of patients of any contractor in the area of the LHB under clauses 202 to in the area of the LHB and, if so, whether the Contractor has appropriate facilities to deal with such a patient;

258.5. such other matters as the LHB considers to be relevant.

Assignments to closed lists: determination of the *assessment panel*

259. Clause 260 to 262 apply where most or all of the providers of *essential services* (or their equivalent) whose *practice premises* are within the area of

the LHB have *closed* their lists of patients and the LHB proposes to assign patients to contractors who have *closed* their lists (including the Contractor).

260. If the LHB wishes to assign new patients to the contractors specified in clause 259, it must prepare a proposal to be considered by the *assessment panel*, and the proposal must include details of those contractors to which the LHB wishes to assign new patients.

261. The LHB must ensure that the *assessment panel* is appointed to consider and determine its proposal made under clause 260, and the composition of the *assessment panel* shall be as described in clause 251.

262. The LHB shall notify in writing-

262.1. the *Assembly*;

262.2. contractors whose *practice premises* are within the LHB's area which-

262.2.1. have *closed* their list of patients, and

262.2.2. may, in the opinion of the LHB, be affected by the determination of the *assessment panel*; and

262.3. the *Local Medical Committee* (if any) for the area of the LHB,

that it has referred the matter to the *assessment panel*.

Assignments to closed lists: NHS dispute resolution procedure relating to determinations of the assessment panel

263. Where the *assessment panel* determines in accordance with paragraph 35(5) to (9) of Schedule 6 to *the Regulations* that the LHB may assign new patients to contractors which have *closed* their lists of patients, and the Contractor is specified in that determination, the Contractor may refer the matter to *the Assembly* to review the determination of the *assessment panel* pursuant to paragraph 36(2) to (17) of Schedule 6 to *the Regulations*.

264. Where, pursuant to clause 263, the Contractor wishes to refer the matter to *the Assembly* either by itself, or jointly with other contractors specified in the determination of the *assessment panel*, it must, either by itself or together with the other contractors, within the period of 7 days beginning with the date of the determination of the *assessment panel*, send to *the Assembly* a written request for dispute resolution which shall include or be accompanied by-

264.1. the names and addresses of the parties to the dispute;

264.2. a copy of the Contract (or contracts); and

264.3. a brief statement describing the nature and circumstances of the dispute.

265. Where a matter is referred to the Assembly in accordance with paragraph 36 of Schedule 6 to *the Regulations*, it shall be reviewed in accordance with the procedure specified in that paragraph.

Assignments to *closed* lists: assignments of patients by the LHB

266. Before the LHB may assign a new patient to the Contractor where it has *closed* its list, it shall, subject to clause 268, enter into discussions with the Contractor regarding additional support that the LHB can offer the Contractor, and the LHB shall use its best endeavours to provide appropriate support.

267. In the discussions referred to in clause 266, both parties shall use reasonable endeavours to reach agreement.

268. The requirement in clause 266 to enter into discussions applies-

268.1. to the first assignment of a patient to the Contractor; and

268.2. to any subsequent assignment to that Contractor to the extent that it is reasonable and appropriate having regard to the numbers of patients who have been or may be assigned to it and the period of time since the last discussions under clause 266 took place.

PART 13

PRESCRIBING AND DISPENSING⁶⁶

269. The Contractor shall comply with any directions given by *the Assembly* for the purposes of section 28U of *the Act* as to the drugs, medicines or other substances which may or may not be ordered for patients in the provision of medical services under the Contract⁶⁷.

Prescribing

270. The Contractor shall ensure that any *prescription form* or *repeatable prescription* for drugs, medicines or appliances issued by a *prescriber* complies as appropriate with the requirements in clauses 271 to 277 and clauses 285 to 302.

271. Subject to clauses 290 to 298, a *prescriber* shall order any drugs, medicines or appliances which are needed for the treatment of any patient who is receiving treatment under the contract by issuing to that patient a *prescription form* or a *repeatable prescription* and such a *prescription form* or *repeatable prescription* shall not be used in any other circumstances.

272. A *prescriber* may order drugs, medicines or appliances on a *repeatable prescription* only where the drugs, medicines or appliances are to be provided more than once.

273. In issuing any *prescription form* or *repeatable prescription* the *prescriber* shall sign the *prescription form* or *repeatable prescription* in ink with his initials and surname, or forenames, and surname in his own handwriting

⁶⁶ This Part is required by *the Regulations* (see Part 3 of Schedule 6) and where indicated in the footnotes by *the Act*.

⁶⁷ This clause is required by section 28U(1) of *the Act*.

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*, and-

273.1. the *prescription form* or *repeatable prescription* shall not refer to any previous *prescription form* or *repeatable prescription*; and

273.2. 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.

274. Where a *prescriber* orders a drug specified in Schedules 2 to 5 to the Misuse of Drugs Regulations 2001 (controlled drugs to which regulations 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 26 and 27 of those Regulations apply) for supply by instalments for treating addiction to any drug specified in that Schedule, he shall-

274.1. use only the *prescription form* provided specially for the purposes of supply by instalments;

274.2. specify the number of instalments to be dispensed and the interval between each instalment; and

274.3. order only such quantity of the drug as will provide treatment for a period not exceeding 14 days.

275. The *prescription form* provided specially for the purpose of supply by instalments shall not be used for any purpose other than ordering drugs in accordance with clause 274.

276. In a case of urgency a *prescriber* may request a *chemist* to dispense a drug or medicine before a *prescription form* or *repeatable prescription* is issued, but only if:

276.1. that drug or medicine is not a *Scheduled drug*;

276.2. that drug is not 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 5 to the Misuse of Drugs Regulations 2001; and

276.3. he undertakes to furnish the *chemist*, within 72 hours, with a *prescription form* or *repeatable prescription* completed in accordance with clause 273.

277. In a case of urgency a *prescriber* may request a *chemist* to dispense an appliance before a *prescription form* or *repeatable prescription* is issued, but only if-

277.1. that appliance does not contain a *Scheduled drug* or 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 5 to the Misuse of Drugs Regulations 2001;

277.2. in the case of a *restricted availability appliance*, the patient is a person, or it is for a purpose, specified in the *Drug Tariff*; and

277.3. he undertakes to furnish the *chemist*, within 72 hours, with a *prescription form* or *repeatable prescription* completed in accordance with clause 273.

Repeatable prescribing services

278. The Contractor may only provide *repeatable prescribing services* to any person on its list of patients if it-

278.1. satisfies the conditions in clause 279; and

278.2. has notified the LHB of its intention to provide repeatable prescribing in accordance with clauses 280 and 281.

279. The conditions referred to in clause 278.1 are-

279.1.

279.2. the Contractor has access to computer systems and software which enable it to issue *repeatable prescriptions* and *batch issues*; and

279.3. the *practice premises* at which the *repeatable prescribing services* are to be provided are located in an area of the LHB in which there is also located the premises of at least one *chemist* who has undertaken to provide, or has entered into an arrangement to provide, *repeat dispensing services*.

280. The notification referred to in clause 278.2 is a notification, in writing, by the Contractor to the LHB that it-

280.1. wishes to provide *repeatable prescribing services*; and

280.2. intends to begin to provide those services from a specified date; and

- 280.3. satisfies the conditions in clause 279.
281. The date specified by the Contractor pursuant to clause 280.2 must be at least ten days after the date on which the notification specified in clause 278.2 is given.
282. Nothing in clauses 278 to 289 requires the Contractor or *prescriber* to provide *repeatable prescribing services* to any person.
283. A *prescriber* may only provide *repeatable prescribing services* to a person on a particular occasion if-
- 283.1. that person has agreed to receive such services on that occasion;
and
- 283.2. the *prescriber* considers that it is clinically appropriate to provide such services to that person on that occasion.
284. The Contractor may not provide *repeatable prescribing services* to any patient of its to whom-
- 284.1. it is authorised or required by the LHB to provide *dispensing services* under clauses 306 to 315.
- 284.2. any of the persons specified in clause 285 is authorised or required by the LHB under regulation 20 of the *Pharmaceutical Regulations* to provide pharmaceutical services.
285. The persons referred to in clause 284 are-

- 285.1. if the Contract is with an individual medical practitioner, that medical practitioner;
- 285.2. if the Contract is with a partnership, any medical practitioner who is a partner;
- 285.3. if the Contract is with a company, any medical practitioner who is a legal and beneficial shareholder in that company; or
- 285.4. any medical practitioner employed by the Contractor.
286. A *prescriber* who issues a *repeatable prescription* must at the same time issue the appropriate number of *batch issues*.
287. A *prescriber* who has provided *repeatable prescribing services* to a person must, as soon as is practicable, notify that person, and make reasonable efforts to contact the *chemist* providing *repeat dispensing services* to that person, if-
- 287.1. he makes any change to the type, quantity, strength or dosage of drugs, medicines or appliances ordered on that person's *repeatable prescription*; or
- 287.2. 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*.
288. If a *prescriber* provides *repeatable prescribing services* to a person in respect of whom he has previously issued a *repeatable prescription* which has not yet expired (for example, because that person wishes to obtain the

drugs, medicines or appliances from a different *chemist*), the prescriber must make reasonable efforts to notify the *chemist* which has in its possession the *repeatable prescription* which is no longer required.

289. If a *prescriber* has issued a *repeatable prescription* in respect of a person, and (before the expiry of that *repeatable prescription*) that person is removed from the list of patients of the Contractor on whose behalf the prescription was issued, that *prescriber* must-

289.1. notify that person; and

289.2. make reasonable efforts to notify the *chemist* who has been providing *repeat dispensing services* to that person,

that the *repeatable prescription* should no longer be used to obtain or provide *repeat dispensing services*.

Restrictions on prescribing by medical practitioners

290. In the course of treating a patient to whom he is providing treatment under the Contract, a medical practitioner shall not order on a *prescription form* or *repeatable prescription* a drug, medicine or other substance specified in any directions given by *the Assembly* under section 28U of *the Act* as being drugs, medicines or other substances which may not be ordered for patients in the provision of medical services under the Contract but may, subject to clause 469, prescribe such a drug, medicine or other substance for that patient in the course of that treatment under a private arrangement.

291. In the course of treating a patient to whom he is providing treatment under the Contract, a medical practitioner shall not order on a *prescription*

form or repeatable prescription a drug, medicines or other substance specified in any directions given by *the Assembly* under section 28U of *the Act* as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless-

291.1. that patient is a person of the specified description;

291.2. that drug, medicine or other substance is prescribed for that patient only for the specified purpose; and

291.3. the practitioner endorses the form with the reference "SLS",

but may, subject to clause 469, prescribe such a drug, medicine or other substance for that patient in the course of that treatment under a private arrangement.

292. In the course of treating a patient to whom he is providing treatment under the Contract, a medical practitioner shall not order on a *prescription form or repeatable prescription* a restricted availability appliance unless-

292.1. the patient is a person, or it is for a purpose, specified in the *Drug Tariff*; and

292.2. the practitioner endorses the face of the form with the reference "SLS",

but may, subject to clause 469, prescribe such an appliance for that patient in the course of that treatment under a private arrangement.

293. In the course of treating a patient to whom he is providing treatment under the Contract, a medical practitioner shall not order on a *repeatable*

prescription 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, but may, subject to clause 469, prescribe such a drug for that patient in the course of that treatment under a private arrangement.

Restrictions on prescribing by *supplementary prescribers*

294. Where the Contractor employs or engages a *supplementary prescriber* and that person's functions include prescribing, the Contractor shall have arrangements in place to secure that a *supplementary prescriber* will –

294.1. give a prescription for a *prescription only medicine*;

294.2. administer a *prescription only medicine* for parenteral administration; or

294.3. give directions for the administration of a *prescription only medicine* for parenteral administration,

as a *supplementary prescriber* only under the conditions set out in clause 295.

295. The conditions referred to in clause 294 are that –

295.1. the person satisfies the applicable conditions set out in article 3B(3) of *the POM Order* (prescribing and administration by *supplementary prescribers*), unless those conditions do not apply by virtue of any of the exemptions set out in the subsequent provisions of that Order;

295.2.

295.3. the drug, medicine or other substance is not specified in any directions given by *the Assembly* under section 28U of *the Act* as being a drug, medicine or other substance which may not be ordered for patients in the provision of medical services under the Contract;

295.4. the drug, medicine or other substance is not specified in any directions given by *the Assembly* under section 28U of *the Act* as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless -

295.4.1. the patient is a person of the specified description,

295.4.2. the medicine is prescribed for that patient only for the specified purposes, and

295.4.3. if the *supplementary prescriber* is giving a prescription, he endorses the face of the form with the reference "SLS".

296. Where the functions of a *supplementary prescriber* include prescribing, the Contractor shall have arrangements in place to secure that that person will only give a prescription for -

296.1.1. an appliance; or

296.1.2. a medicine which is not a *prescription only medicine*,

as a *supplementary prescriber* under the conditions set out in clause 297.

297. The conditions referred to in clause 296 are that -

297.1. the *supplementary prescriber* acts in accordance with a clinical management plan which is in effect at the time he acts and which contains the following particulars -

297.1.1. the name of the patient to whom the plan relates,

297.1.2. the illness or conditions which may be treated by the *supplementary prescriber*,

297.1.3. the date on which the plan is to take effect, and when it is to be reviewed by the medical practitioner or dentist who is a party to the plan,

297.1.4. reference to the class or description of medicines or types of appliances which may be prescribed or administered under the plan,

297.1.5. any restrictions or limitations as to the strength or dose of any medicine which may be prescribed or administered under the plan, and any period of administration or use of any medicine or appliance which may be prescribed or administered under the plan,

297.1.6. relevant warnings about known sensitivities of the patient to, or known difficulties of the patient with, particular medicines or appliances,

297.1.7. the arrangements for notification of -

297.1.7.1. suspected or known adverse reactions to any medicine which may be prescribed or administered under the plan, and suspected or known adverse reactions to any other medicine taken at the same time as any medicine prescribed or administered under the plan,

297.1.7.2. incidents occurring with the appliance which might lead, might have led or has led to the death or serious deterioration of state of health of the patient, and

297.1.7.3. the circumstances in which the *supplementary prescriber* should refer to, or seek the advice of, the medical practitioner or dentist who is a party to the plan;

297.2. he has access to the health records of the patient to whom the plan relates which are used by any medical practitioner or dentist who is a party to the plan;

297.3.

297.4. if it is a prescription for a drug, medicine or other substance, that drug, medicine or other substance is not specified in any directions given by *the Assembly* under section 28U of *the Act* as being

a drug, medicine or other substance which may not be ordered for patients in the provision of medical services under the Contract;

297.5. if it is a prescription for a drug, medicine or other substance, that drug, medicine or other substance is not specified in any directions given by *the Assembly* under section 28U of *the Act* as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless -

297.5.1. the patient is a person of the specified description,

297.5.2. the medicine is prescribed for that patient only for the specified purposes, and

297.5.3. when giving the prescription, he endorses the face of the form with the reference "SLS";

297.6.

297.7. if it is a prescription for an appliance, the appliance is listed in Part IX of the *Drug Tariff*; and

297.8. if it is a prescription for a *restricted availability appliance* -

297.8.1. the patient is a person of a description mentioned in the entry in Part IX of the *Drug Tariff* in respect of that appliance,

297.8.2. the appliance is prescribed only for the purposes specified in respect of that person in that entry, and

297.8.3. when giving the prescription, he endorses the face of the form with the reference "SLS".

298. In clause 297.1, "clinical management plan" means a written plan (which may be amended from time to time) relating to the treatment of an individual patient agreed by –

298.1. the patient to whom the plan relates;

298.2. the medical practitioner or dentist who is a party to the plan;
and

298.3. any *supplementary prescriber* who is to prescribe, give directions for administration or administer under the plan.

299.

Bulk prescribing

300. Where the Contractor is responsible under the Contract for the treatment of 10 or more persons in a school or other institution in which at least 20 persons normally reside, and a *prescriber* orders, for any two or more of those persons for whose treatment the Contractor is responsible, drugs, medicines or appliances to which this clause to clause 303 apply, the *prescriber* may use a single *prescription form* for the purpose.

301. Where a *prescriber* uses a single *prescription form* for the purpose mentioned in clause 300, he shall (instead of entering on the form the names of the persons for whom the drugs, medicines or appliances are ordered) enter on the form-

301.1. the name of the school or institution in which those persons reside; and

301.2. the number of persons residing there for whose treatment the Contractor is responsible.

302. Clauses 300 and 301 apply to any drug, medicine or appliance which can be supplied as part of pharmaceutical services or local pharmaceutical services and which-

302.1. in the case of a drug or medicine, is not a product of a description or class which is for the time being specified in an order made under section 58(1) of the Medicines Act 1968; or

302.2. in the case of an appliance, does not contain such a product.

303. For the purposes of clauses 300 to 302, if the Contractor has contracted to provide *contraceptive services*, drugs include contraceptive substances and appliances include contraceptive appliances.

Excessive prescribing

304. The Contractor shall not prescribe drugs, medicines or appliances whose cost or quantity, in relation to any patient, is, by reason of the character of the drug, medicine or appliance in question, in excess of that

which was reasonably necessary for the proper treatment of that *patient*. In considering whether the Contractor has breached its obligations under this clause, the LHB shall seek the views of the *Local Medical Committee* (if any) for its area.

Provision of dispensing services

305. Without prejudice to any separate right one or more medical practitioners may have under regulations 20 of the *Pharmaceutical Regulations*, the Contractor may provide *dispensing services* to its *registered patients* under the Contract only if it is authorised or required to do so by the LHB in accordance with clauses 306 to 315.

306. The LHB may authorise or require the Contractor to provide *dispensing services* to a *registered patient* only if that *patient*—

306.1. satisfies one of the conditions in clause 307; and

306.2. has requested the Contractor in writing to provide him with *dispensing services*.

307. The conditions referred to in clause 306.1 are that the *patient*—

307.1. satisfies the LHB that he would have serious difficulty in obtaining any necessary drugs, medicines or appliances from a pharmacy by reason of distance or inadequacy of means of communication; or

307.2. is resident in a controlled locality at a distance of more than 1.6 kilometres from any pharmacy, and both the conditions in clause 308 are satisfied in his case.

308. The conditions referred to in clause 307.2 are that –

308.1. the Contractor has been granted consent to dispense under clauses 316 to 321 in respect of –

308.1.1. the area in which the patient resides, and

308.1.2. the contract under which the patient receives primary medical services; and

308.2. any conditions imposed in connection with that grant under regulation 12(15) or 13(13) of the *Pharmaceutical Regulations* as they apply pursuant to clauses 320 or 321 are such as to permit *dispensing services* to be provided under clauses 305 to 315 by the Contractor to the patient.

309. If the Contractor has been requested to provide *dispensing services* by a patient who satisfies one of the conditions in clause 307, and the Contractor-

309.1. applies to the LHB for the right to provide dispensing services to that patient, and sends with its application the patient's request to the Contractor, the LHB shall grant its application; or

309.2. does not so apply within the period of 30 days beginning with the date on which the patient made that request, the LHB may, subject to clause 311, require the Contractor to provide dispensing services to that patient, and shall give the Contractor notice in writing to that effect.

310. An application granted by the LHB under clause 309.1 shall, with effect from the date of the patient's request to the Contractor, enable the Contractor to provide *dispensing services* to that patient, so long as the Contract remains in effect.

311. The LHB shall not, under clause 309.2, require the Contractor to provide *dispensing services* to a patient if the Contractor satisfies the LHB that –

311.1. it does not normally provide *dispensing services* under the Contract; or

311.2. in the case of a patient to whom clause 307.2 applies, the patient would not have serious difficulty by reason of distance or inadequacy of means of communication in obtaining drugs, medicines or appliances from a pharmacy.

312. The LHB shall give the Contractor reasonable notice –

312.1. that it requires it to provide *dispensing services* to a *registered patient* in accordance with the Contract; or

312.2. that, subject to clause 313, where a patient no longer satisfies the requirements of clause 307, the Contractor shall discontinue the provision of *dispensing services* to that patient.

313. A notice under clause 312 –

313.1. shall be subject to any postponement or termination of arrangements to provide *dispensing services* under clauses 305 to 315 in accordance with conditions imposed under regulation 12(15) or 13(13)

of the *Pharmaceutical Regulations* as they apply pursuant to clauses 320 or 321; and

313.2. shall not be given—

313.2.1. pending the outcome of the resolution of any dispute concerning the decision by the LHB to postpone the making or termination of arrangements to provide *dispensing services* under clauses 305 to 315 in accordance with conditions referred to in clause 313.1; or

313.2.2. during the period for bringing an appeal, or pending the determination of any appeal, referred to in regulation 9(10) of the *Pharmaceutical Regulations* (determination of whether an area is a controlled locality).

314. If the Contractor has been granted the right under clauses 305 to 313 to provide *dispensing services* to some or all of its *registered patients*, it may provide any necessary *dispensing services* to a person whom the Contractor has accepted as a *temporary resident*.

315. In clauses 305 to 313, “controlled locality” and “pharmacy” have the same meanings as in the *Pharmaceutical Regulations*.

Consent to dispense

316. If the Contractor wishes to be granted the right under clauses 305 to 315 to secure the provision of *dispensing services* to some or all of its *registered patients*, it may apply to the LHB in writing for consent to dispense, specifying—

316.1. the area; and

316.2. the contract,

in relation to which it wishes the consent to dispense to be granted.

317. An application under clause 316 shall be determined by the LHB in accordance with regulations 12 and 13 of the *Pharmaceutical Regulations* (as modified in accordance with clauses 320 and 321), as though it were an application under regulation 21 of those Regulations.

318. Consent to dispense, in relation to the Contract, shall have effect from its final grant but shall cease to have effect if –

318.1. no *dispensing services* have been provided under the Contract within 12 months from the final grant of the consent to dispense; or

318.2. more than 12 months has elapsed since the last provision of *dispensing services* under the Contract pursuant to the grant of consent.

319. In clause 318, “final grant” shall be construed in accordance with regulation 12(16) of the *Pharmaceutical Regulations*.

320. Regulation 12 of the *Pharmaceutical Regulations* shall apply as if modified as follows –

320.1. all references to provisions being “subject to regulation 6A” were omitted;

320.2. for all references to regulation 21, there were substituted references to clauses 316 to 321;

320.3. in paragraph (14), the reference to “regulation 4(4)” were omitted; and

320.4. in paragraph (15), for “regulation 20” there were substituted a reference to clauses 305 to 315 above, and for the reference to “provision by a doctor of pharmaceutical services” there were substituted a reference to provision by the Contractor of *dispensing services*.

321. Regulation 13 of the *Pharmaceutical Regulations* shall apply as if modified as follows –

321.1. in paragraph (1)(c), for “regulation 20” there were substituted a reference to clauses 305 to 315 above; and

321.2. in paragraph (13)(b), for “regulation 20” there were substituted a reference to clauses 305 to 315 above, and for the reference to “provision by a doctor of pharmaceutical services” there were substituted a reference to provision by the Contractor of *dispensing services*.

Terms relating to the provision of *dispensing services*

322. Where the Contractor which has been granted the right to provide *dispensing services* under clauses 305 to 315, it shall ensure that *dispensing services* are provided in accordance with clauses 323 to 331.

323. Subject to clauses 324 and 325, the Contractor providing *dispensing services* shall –

- 323.1. record an order for the provision of any drugs, medicines or appliances which are needed for the treatment of the patient on a *prescription form* completed in accordance with clause 273;
- 323.2. provide those drugs, medicines or appliances in a suitable container;
- 323.3. provide for the patient a drug or medicine specified in any directions given by *the Assembly* under section 28U of *the Act* as being a drug or medicine which can only be ordered for specified patients and specified purposes only if –
- 323.3.1. that patient is a person of the specified description, and
- 323.3.2. the drug or medicine is supplied for that patient only for the specified purpose; and
- 323.4. provide for the *patient* a *restricted availability appliance* only if the patient is a person, or it is for a purpose, specified in the *Drug Tariff*.
324. Clause 323 does not apply to drugs, medicines or appliances ordered on a *prescription form* by an *independent nurse prescriber*.
325. Where a patient presents an order on a *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 on its face with the reference “SLS” by an *independent nurse prescriber*, to a Contractor who may provide *dispensing services*, the Contractor may provide to the patient such of the drugs, medicines or appliances so ordered as it supplies in the normal course of its practice.

326. Drugs, medicines or appliances provided under clause 325 shall be provided in a suitable container.
327. If the Contractor is providing *dispensing services*, it shall not provide for a patient a drug or medicine specified in any directions given by *the Assembly* under section 28U of *the Act* as being drugs or medicines which may not be ordered for patients in the provision of medical services under the Contract, except that, where it has ordered a drug or medicine which has an appropriate non-proprietary name either by the name or by its formula, it may provide a drug or medicine which has the same specification notwithstanding that it is a drug or medicine specified in such directions (but, in the case of a drug or medicine which combines more than one drug, only if the combination has an appropriate non-proprietary name).
328. Subject to clause 330, nothing in clauses 322 to 327, 329 and 331 shall prevent a medical practitioner providing a *Scheduled drug* or a *restricted availability appliance* in the course of treating a patient under a private arrangement.
329. If the Contractor is providing *dispensing services*, it shall comply with paragraph 36 of Schedule 2 to the *Pharmaceutical Regulations*, modified as follows –
- 329.1. for “ paragraph 34(1)”, substitute “paragraph 49(4) of Schedule 6 to *the Regulations*”;
- 329.2. for “paragraph 35(a)”, substitute “paragraph 49(2)(a) of Schedule 6 to *the Regulations*”;

329.3. for “a doctor who is authorised or required by the Local Health Board under regulation 20 to provide drugs and appliances to a patient”, substitute “a Contractor providing dispensing services to a patient”; and

329.4. for “doctor” in both places where it appears substitute “medical practitioner”.

330. The provisions of Part 18 apply in respect of the provision of any drugs, medicines or appliances by the Contractor if it is providing *dispensing services* as they apply in respect of prescriptions for drugs, medicines or appliances.

331. If the Contractor is entitled to provide *dispensing services*, it may, with the consent of the patient, order a drug, medicine or appliance for a patient on a *prescription form* or a *repeatable prescription*, rather than providing it itself.

Dispensing contractor list

332. If the Contractor is authorised or required by the LHB under clauses 305 to 315 to provide *dispensing services* to its patients and is actually doing so, the LHB shall include-

332.1. the Contractor’s name; and

332.2. the address of the *practice premises* from which it is authorised or required to dispense

on a list of such contractors (to be called the dispensing contractors list) which the LHB shall prepare, maintain and publish.

333. The LHB shall remove the name of the Contractor from the list referred to in clause 332 where the Contractor's consent to dispense ceases to have effect pursuant to clause 318, or if the Contractor ceases to provide *dispensing services* to its patients for any other reason.

Provision of drugs, medicines and appliances for immediate treatment or personal administration

334. The Contractor –

334.1. shall provide to a patient any drug, medicine or appliance, not being a *Scheduled drug*, where such provision is needed for the immediate treatment of that patient before a provision can otherwise be obtained; and

334.2. may provide to a patient any drug, medicine or appliance, not being a *Scheduled drug*, which he personally administers or applies to that patient,

but shall, in either case, provide a *restricted availability appliance* only if it is for a person or a purpose specified in the *Drug Tariff*. Nothing in this clause authorises a person to supply any drug or medicine to a patient otherwise than in accordance with Part 3 of the Medicines Act 1968, or any regulations or orders made under that Act.

PART 14⁶⁸

PERSONS WHO PERFORM SERVICES

Qualifications of performers

335. Subject to clause 336, no medical practitioner shall perform medical services under the Contract unless he is-

335.1. included in a *medical performers list* for a Local Health Board in Wales;

335.2. not suspended from that list or from the *Medical Register*; and

335.3. not subject to interim suspension under section 41A of the Medical Act 1983.

336. Clause 335.1 shall not apply in the case of -

336.1. a medical practitioner employed by an NHS trust, an NHS foundation trust, (in Scotland) a *Health Board*, or (in Northern Ireland) a *Health and Social Services Trust*, who is providing services other than primary medical services at the *practice premises*;

336.2. a person who is provisionally registered under section 15, 15A or 21 of the Medical Act 1983 acting in the course of his employment in a resident medical capacity in an approved medical practice; or

⁶⁸ Except where footnotes indicate otherwise, this Part is required by *the Regulations* (see Part 4 of Schedule 6).

336.3. a *GP Registrar* who has applied to an LHB to have his name included in its *medical performers list* until the first of the following events arises-

336.3.1 the LHB notifies him of its decision on that application; or

336.3.2 the end of a period of two months, starting on the date on which his vocational training scheme began,

and

in this sub-clause, "vocational training scheme" shall have the same meaning given in regulation 21(1) of the National Health Service (Performers Lists) (Wales) Regulations 2004⁶⁹.

337. No *health care professional* other than one to whom clauses 335 and 336 apply shall perform clinical services under the Contract unless he is registered with his relevant professional body and his registration is not currently suspended.

338. Where the registration of a *health care professional* or, in the case of a medical practitioner, his inclusion in a *primary care list* is subject to conditions, the Contractor shall ensure compliance with those conditions insofar as they are relevant to the Contract.

⁶⁹ S.I.2004/1020 (W.117)

339. No *health care professional* shall perform any clinical services unless he has such clinical experience and training as are necessary to enable him properly to perform such services.

Conditions for employment and engagement

340. Subject to clauses 341 and 342, the Contractor shall not employ or engage a medical practitioner (other than one falling within clause 336.2) unless-

340.1. that practitioner has provided it with the name and address of the Local Health Board on whose *medical performers list* he appears; and

340.2. the Contractor has checked that he meets the requirements in clause 335.

341. Where the employment or engagement of a medical practitioner is urgently needed and it is not possible to check the matters referred to in clause 335 in accordance with clause 340.1 before employing or engaging him, he may be employed or engaged on a temporary basis for a single period of up to 7 days whilst such checks are undertaken.

342. Where the prospective employee is a *GP Registrar*, the requirements set out in clause 340 shall apply with the modifications that-

342.1. the name and address provided under 340.1 may be the name and address of the Local Health Board on whose list he has applied for inclusion; and

342.2. confirmation that his name appears on that list shall not be required until the end of the first two months of his training period.

343. The Contractor shall not employ or engage-

343.1. a *health care professional* other than one to whom clauses 335 and 336 apply unless the Contractor has checked that he meets the requirements in clause 337 or

343.2. a *health care professional* to perform clinical services unless he has taken reasonable steps to satisfy himself that he meets the requirements in clause 339.

344. Where the employment or engagement of a *health care professional* is urgently needed and it is not possible to check the matters referred to in clause 337 in accordance with clause 343 before employing or engaging him, he may be employed or engaged on a temporary basis for a single period of up to 7 days whilst such checks are undertaken.

345. When considering a *health care professional's* experience and training pursuant to clause 343.2, the Contractor shall have regard to any post-graduate or post-registration qualification held by the *health care professional*, and any relevant training undertaken by him and any relevant clinical experience gained by him.

346. The Contractor shall not employ or engage a *health care professional* to perform medical services under the Contract unless-

346.1. that person has provided two clinical references, relating to two recent posts (which may include any current post) as a *health care professional* which lasted for three months without a significant break,

or where this is not possible, a full explanation and alternative referees; and

346.2. the Contractor has checked and is satisfied with the references.

347. Where the employment or engagement of a *health care professional* is urgently needed and it is not possible to obtain and check the references in accordance with clause 346.2 before employing or engaging him, he may be employed or engaged on a temporary basis for a single period of up to 14 days whilst his references are checked and considered, and for an additional single period of a further 7 days if the Contractor believes the person supplying those references is ill, on holiday or otherwise temporarily unavailable.

348. Where the Contractor employs or engages the same person on more than one occasion within a period of three months, he may rely on the references provided on the first occasion, provided that those references are not more than twelve months old.

349. Before employing or engaging any person to assist it in the provision of services under the Contract, the Contractor shall take reasonable care to satisfy itself that the person in question is both suitably qualified and competent to discharge the duties for which he is to be employed or engaged.

350. When considering the competence and suitability of any person for the purpose of clause 349, the Contractor shall have regard, in particular, to-

350.1. that person's academic and vocational qualifications;

350.2. his education and training; and

350.3. his previous employment or work experience.

Training

351. The Contractor shall ensure that for any *health care professional* who is-

351.1. performing clinical services under the Contract; or

351.2. employed or engaged to assist in the performance of such services

there are in place arrangements for the purpose of maintaining and updating his skills and knowledge in relation to the services which he is performing or assisting in performing.

352. The Contractor shall afford to each employee reasonable opportunities to undertake appropriate training with a view to maintaining that employee's competence.

Terms and conditions

353. The Contractor shall only offer employment to a general medical practitioner on terms and conditions which are no less favourable than those contained in the "Model terms and conditions of service for a salaried general practitioner employed by a GMS practice" published by the British Medical Association and the NHS Confederation as item 1.2 of the supplementary documents to the new GMS contract 2003 (this document is available on the Department of Health's website at www.doh.gov.uk/gmscontract/supportingdocs.htm, or a copy may be

obtained by writing to the NHS Confederation, 1 Warwick Row, London SW1E 5ER).

Arrangements for *GP Registrars*

354. The Contractor shall only employ a *GP Registrar* subject to the conditions in clause 355.

355. The conditions referred to in clause 354 are that the Contractor shall not, by reason only of having employed or engaged a *GP Registrar*, reduce the total number of hours for which other medical practitioners perform primary medical services under the contract or for which other staff assist them in the performance of those services.

356. Where the Contractor employs a *GP Registrar*, the Contractor shall-

356.1. offer him terms of employment in accordance with the rates and subject to the conditions contained in any directions given by *the Assembly* to Local Health Boards under section 16BB(4) (*Assembly's* directions: exercise of functions) concerning the grants, fees, travelling and other allowances payable to *GP Registrars*; and

356.2. take into account any guidance issued by *the Assembly* in relation to the *GP Registrar* scheme.

Independent nurse prescribers and supplementary prescribers

357. Where-

357.1. the Contractor employs or engages a person who is an *independent nurse prescriber* or a *supplementary prescriber* whose functions will include prescribing;

357.2. a party to the Contract is an *independent nurse prescriber* or a *supplementary prescriber* whose functions will include prescribing; or

357.3. the functions of a nurse who is an *independent nurse prescriber* a *supplementary prescriber* whom the Contractor already employs or has already engaged are extended to include prescribing,

it shall notify the LHB within the period of seven days beginning with the date on which the Contractor employed or engaged the person, the party became a party to the Contract (unless, immediately before becoming such a party, he fell under clause 357.1) or the person's functions were extended, as the case may be.

358. Where-

358.1. the Contractor ceases to employ or engage a person who is an *independent nurse prescriber* or a *supplementary prescriber* whose functions included prescribing in its practice;

358.2. the party to the Contract who is an *independent nurse prescriber* or a *supplementary prescriber* whose functions include prescribing, ceases to be a party to the Contract;

358.3. the functions of a person who is an *independent nurse prescriber* or a *supplementary prescriber* whom the Contractor employs or engages in its practice are changed so that they no longer include prescribing in its practice; or

358.4. the Contractor becomes aware that a person who is an *independent nurse prescriber* or a *supplementary prescriber* whom it employs or engages has been removed or suspended from the *relevant register*,

it shall notify the LHB by the end of the second working day after the day when the event occurred.

359. The Contractor shall provide the following information when it notifies the LHB in accordance with clause 357-

359.1. the person's full name;

359.2. his professional qualifications;

359.3. his identifying number which appears in the relevant register;

359.4. the date on which his entry in the relevant register was annotated to the effect that he was qualified to order drugs, medicines and appliances for patients;

359.5. the date on which-

359.5.1. he was employed or engaged, if applicable,

359.5.2. he became a party to the Contract, if applicable, or

359.5.3. one of his functions became to prescribe in its *practice*.

360. The Contractor shall provide the following information when it notifies the LHB in accordance with clause 358-

360.1. the person's full name;

360.2. his professional qualifications;

360.3. his identifying number which appears in the *relevant register*;

360.4. the date-

360.4.1. he ceased to be employed or engaged in its practice,

360.4.2. he ceased to be a party to the Contract,

360.4.3. his functions changed so as no longer to include prescribing, or

360.4.4. on which he was removed or suspended from the *relevant register*.

Signing of documents

361. In addition to any other requirements relating to such documents whether in this Contract or otherwise, the Contractor shall ensure that the documents specified in clause 362 include -

361.1. the clinical profession of that *health care professional* who signed the document; and

361.2. the name of the Contractor on whose behalf it is signed.

362. The documents referred to in clause 361 are-

362.1. certificates issued in accordance with clause 466 unless regulations relating to a particular certificate provide otherwise;

362.2. *prescription forms and repeatable prescriptions*; and

362.3. any other clinical documents.

Appraisal and assessment

363. The Contractor shall ensure that any medical practitioner performing services under the Contract-

363.1 participates in the appraisal system provided on behalf of the LHB, unless he is an *armed forces GP*; and

363.2 co-operates with an assessment by the *NPSA* when requested to do so by the LHB.

Sub-contracting of clinical matters

364. Subject to clause 365, the Contractor shall not sub-contract any of its rights or duties under the Contract in relation to clinical matters unless-

364.1 in all cases, including those which fall within clauses 373 to 387 it has taken reasonable steps to satisfy itself that it is reasonable in all the circumstances and that person is qualified and competent to provide the service; and

364.2 except in cases which fall within clauses 373 to 387, it has notified the LHB in writing of its intention to sub-contract as soon as reasonably practicable before the date on which the proposed sub-contract is intended to come into force.

365. Clause 364.2 shall not apply to a contract for services with a *health care professional* for the provision by that professional personally of clinical services.

366. The notification referred to in clause 364.2 shall include-

366.1 the name and address of the proposed sub-contractor;

366.2 the duration of the proposed sub-contract;

366.3 the services to be covered; and

366.4 the address of any premises to be used for the provision of services.

367. Following receipt of a notice in accordance with clause 364.2, the LHB may request such further information relating to the proposed sub-contract as appears to it to be reasonable and the Contractor shall supply such information promptly.

368. The Contractor shall not proceed with the sub-contract or, if it has already taken effect, shall take steps to terminate it, where, within 28 days of the notice referred to in clause 364.2, the LHB has served a notice of objection to the sub-contract on the grounds that-

368.1 the sub-contract would-

368.1.1 put at serious risk the safety of the Contractor's *patients*, or

368.1.2 put the LHB at risk of material financial loss; or

368.2 the sub-contractor would be unable to meet the Contractor's obligations under the contract.

369. Where the LHB objects to a proposed sub-contract in accordance with clause 368, it shall include with the notice of objection a statement in writing of the reasons for its objection.

370. Clauses 364, 366 to 369 shall also apply in relation to any renewal or material variation of a sub-contract in relation to clinical matters.

371. Where the LHB does not object to a proposed sub-contract under clause 368, the parties to the Contract shall be deemed to have agreed to a variation of the contract which has the effect of adding to the list of *practice premises* any premises whose address was notified to it under clause 366.4 and clause 515 shall not apply.

372. A contract with a sub-contractor must prohibit the sub-contractor from sub-contracting the clinical services it has agreed with the Contractor to provide.

Sub-contracting of out of hours services⁷⁰

373. The Contractor shall not, otherwise than in accordance with the written approval of the LHB, sub-contract all or part of its duty to

provide *out of hours services* to any person other than those listed in clause 374 other than on a short-term occasional basis.

374. The persons referred to in clause 373 are-

374.1 a person who holds a *general medical services contract* or a *default contract* with a Local Health Board which includes *out of hours services*;

374.2 a person who is a party to contractual arrangements made under article 15 of *the Transitional Order*;

374.3 a *health care professional*, not falling within clause 374.1 to 374.2, who is to provide the *out of hours services* personally under a contract for services; or

374.4 a group of medical practitioners, whether in partnership or not, who provide *out of hours services* for each other under informal rota arrangements.

375. An application for approval under clause 373 shall be made by the Contractor in writing to the LHB and shall state-

375.1 the name and address of the proposed sub-contractor;

375.2 the address of any premises to be used for the provision of services;

375.3 the duration of the proposed sub-contract;

375.4 the services to be covered by the arrangement; and

⁷⁰ Clauses 373 to 0 only need to be included in the Contract if the Contractor is providing *out of hours services* under the Contract. Articles 21 and 22 of *the Transitional Order* are also

375.5 how it is proposed that the sub-contractor will meet the Contractor's obligations under the Contract in respect of the services covered by the arrangement.

376 Within 7 days of receipt of an application under clause 375, the LHB may request such further information relating to the proposed arrangements as seem to it to be reasonable.

377 Within 28 days of receipt of an application which meets the requirements of clause 375 or the further information requested under clause 376 (whichever is the later), the LHB shall-

377.1 approve the application;

377.2 approve the application with conditions; or

377.3 refuse the application.

378 The LHB shall not refuse the application if it is satisfied that the proposed arrangement will, in respect of the services to be covered, enable the Contractor to meet satisfactorily its obligations under the Contract and will not-

378.1 put at serious risk the safety of the Contractor's patients; or

378.2 put the LHB at risk of material financial loss.

379 The LHB shall inform the Contractor by notice in writing of its decision on the application and, where it refuses an application, it shall include in the notice a statement of the reasons for its refusal.

380 Where the LHB approves an application pursuant to clause 377 the parties to the Contract shall be deemed to have agreed a variation of the contract which has the effect of adding to the list of *practice premises*, for the purposes of the provision of services in accordance with that application, any premises whose address was notified to it under clause 375.2 and clause 515 shall not apply.

381 Clauses 373 to 380 shall also apply in relation to any renewal or material variation of a sub-contract in relation to *out of hours services*.

382 A contract with a sub-contractor must prohibit the sub-contractor from sub-contracting the *out of hours services* it has agreed with the Contractor to provide.

383 Without prejudice to any other remedies which it may have under the Contract, where the LHB has approved an application made under clause 375 it shall, subject to clauses 386 and 387, be entitled to serve notice on the Contractor withdrawing or varying that approval from a date specified in the notice if it is no longer satisfied that the proposed arrangement will enable the Contractor to meet satisfactorily its obligations under the Contract.

384 The date specified pursuant to clause 383 shall be such as appears reasonable in all the circumstances to the LHB.

385 The notice referred to in clause 383 shall take effect on whichever is the later of-

385.1 the date specified in the notice; or

385.2 the date on which any dispute relating to the notice is finally determined.

386 Without prejudice to any other remedies which it may have under the Contract, where the LHB has approved an application made under clause 373 it shall be entitled to serve notice on the Contractor withdrawing or varying that approval with immediate effect if-

386.1 it is no longer satisfied that the proposed arrangement will enable the Contractor to meet satisfactorily its obligations under the Contract; and

386.2 it is satisfied that immediate withdrawal or variation is necessary to protect the safety of the Contractor's patients.

387 A notice served under clause 386 shall take effect on the date on which it is received by the Contractor.

Temporary arrangements for transfer of obligations and liabilities in relation to certain *out of hours services*⁷¹

388 Where the Contractor is required to provide *out of hours services* under the Contract pursuant to regulation 30 or 31 of *the Regulations*, it may, with the approval of the LHB, make an arrangement with one of the persons specified in clause 391, as if paragraphs 18A to 18c of the National Health Service (General Medical Services) Regulations 1992 *Hours Regulations* (subject to the modifications in clause 392)were still in force.

389 Any arrangement made pursuant to clause 388 shall cease to have effect on 1st January 2005.

⁷¹ Clauses 388 to 416 only need to be included in the Contract if the Contractor is providing *out of hours services* under the Contract pursuant to Regulations 30 or 31 of *the Regulations*: see Schedule 7 to *the Regulations*. Articles 21 and 22 of *the Transitional Order* are also relevant to these clauses.

390 An arrangement made in accordance with clause 388 shall, for so long as it continues, relieve the Contractor of-

390.1 its obligations to provide *out of hours services* pursuant to the Contract; and

390.2 all liabilities under the Contract in respect of those services.

391 The persons referred to in clause 388 is a person who holds a *general medical services contract* or a *default contract* with a Local Health Board which includes the provision of *out of hours services*, or a person who is a party to contractual arrangements made under article 15 of *the Transitional Order*.

392 The modifications referred to in clause 388 are-

392.1 as if *out of hours period* had the meaning given in regulation 2 of the regulations;

392.2 as if a transferee doctor meant a person referred to in clause [] (as modified by this sub-clause) who has undertaken to carry out the obligations of a contractor during all or part of the out of hours period in accordance with an out of hours arrangement referred to in that sub-clause;

392.3 as if the reference to a doctor in paragraphs 18A(2) (except in head (b)), (3), (4), (5), (7)(b) to (g), (9)(a), (c) and (d), (10), (11) and (13), 18B(1),(2) and (4) to (7) and 18C were references to a contractor;

392.4 as if the reference to terms of service in paragraph 18A""), (7)(b) and (f) were references to a contract;

392.5 as if the reference to a doctor included in the medical list in paragraph 18A(2)(b) were replaced with a reference to a person who-

- (i) holds a general medical services contract, or
- (ii) provides personal medical services under section 28C of the Act;

392.6 as if the reference to a doctor ceasing to be included in a medical list in paragraph 18A(2C) was a reference to a person ceasing to hold a general medical services contract or to provide personal medical services;

392.7 as if the reference to services to patients with whom the doctor has made an arrangement under regulation 31 in paragraph 18A(4) were a reference to services which the doctor is required to provide under the contract;

392.8 as if the words “where his name is included in the list of another Health authority or primary Care Trust” were omitted from paragraph 18A(7)(A); and

392.9 as if sub-paragraphs (6), (7)(h), (14) and (15) of paragraph 18A were omitted.

393 The Contractor may make more than one *out of hours arrangement* and may do so (for example) with different *transferee doctors* or *accredited service providers* and in respect of different patients, different times and different parts of its *practice area*.

394 The Contractor may retain responsibility for, or make separate *out of hours arrangements* in respect of, the provision to any patients of *maternity medical services* during the *out of hours period* which the Contractor is required to provide pursuant to regulation 30 or 31 and any separate *out of hours*

arrangements it makes may encompass all or any part of the *maternity medical services* it provides.

395 Nothing in clauses 388 to 394 shall prevent the Contractor from retaining or resuming its obligations in relation to named patients.

Application for approval of an *out of hours arrangement*

396 An application to the LHB for approval of an *out of hours arrangement* shall be made in writing and shall state-

396.1 the name and address of the *accredited service provider* or the proposed *transferee doctor*;

396.2 the periods during which the Contractor's obligations under the Contract are to be transferred;

396.3 how the *accredited service provider* or proposed *transferee doctor* intends to meet the Contractor's obligations during the periods specified in clause 396.2;

396.4 the arrangements for the transfer of the Contractor's obligations under the Contract to and from the *accredited service provider* or *transferee doctor* at the beginning and end of the period specified under clause 396.2;

396.5 whether the proposed arrangement includes the Contractor's obligations in respect of *maternity medical services*; and

396.6 how long the proposed arrangements are intended to last and the circumstances in which the Contractor's obligations under the Contract during the periods specified in clause 396.2 would revert to it.

397 The LHB shall determine the application before the end of the period of 28 days beginning with the day on which the LHB received it.

398 The LHB shall grant approval to a proposed *out of hours arrangement* if it is satisfied-

398.1 having regard to the overall provision of primary medical services provided in the *out of hours period* in its area, that the arrangement is reasonable and will contribute to the efficient provision of such services in the area;

398.2 having regard, in particular, to the interests of the Contractor's patients, that the arrangement is reasonable;

398.3 having regard, in particular, to all reasonably foreseeable circumstances that the arrangement is practicable and will work satisfactorily;

398.4 that it will be clear to the Contractor's patients how to seek primary medical services during the *out of hours period*;

398.5 where *maternity medical services* are to be provided under the *out of hours arrangement*, that they will be performed by a medical practitioner who has such medical experience and training as are necessary to enable him properly to perform such services; and

398.6 that if the arrangement comes to an end, the Contractor has in place proper arrangements for the immediate resumption of its responsibilities,

and shall not refuse to grant approval without first consulting the *Local Medical Committee* (if any) for its area.

399 The LHB shall give notice to the Contractor of its determination and, where it refuses an application, it shall send to the Contractor a statement in writing of the reasons for its determination.

400 If the Contractor wishes to refer the matter in accordance with the *NHS dispute resolution procedure*, it must do so before the end of the period of 30 days beginning with the day on which the LHB's notification under clause 399 was sent.

Effect of approval of an arrangement where the Contractor is the *transferee doctor*

401 If the Contractor acts as a *transferee doctor*, in accordance with an *out of hours arrangement* approved by the LHB in relation to another contractor (including a contractor who is a party to a *default contract*), the LHB and the Contractor shall be deemed to have agreed a variation of the Contract which has the effect of including in it, from the date on which the *out of hours arrangement* commences, and for so long as that arrangement is not suspended or terminated, the services covered by that arrangement, and clause 515 shall not apply.

Review of approval

402 Where it appears to the LHB that it may no longer be satisfied of any of the matters referred to in clauses 398.1 to 398.6, it may give notice to the Contractor that it proposes to review its approval of the *out of hours arrangement*.

403 On any review under clause 402, the LHB shall allow the Contractor a period of 30 days, beginning with the day on which the LHB sent the notice, within which to make representations in writing to the LHB.

404 After considering representations made in accordance with clause 403, the LHB may determine to-

404.1 continue its approval,

404.2 withdraw its approval following a period of notice; or

404.3 if it appears to the LHB that it is necessary in the interests of the Contractor's patients, withdraw its approval immediately.

405 Except in the case of an immediate withdrawal of approval, the LHB shall not withdraw its approval without first consulting the *Local Medical Committee* (if any) for its area.

406 The LHB shall give notice to the Contractor of its determination under clause 404.

407 Where the LHB withdraws its approval, whether immediately or on notice, its shall include with the notice a statement in writing of the reasons for its determination.

408 If the Contractor wishes to refer the matter in accordance with the *NHS dispute resolution procedure*, it must do so before the end of 30 days beginning with the day on which the LHB's notification under clause 406 was sent.

409 Where the LHB determines to withdraw its approval following a period of notice, the withdrawal shall take effect at the end of the period of two months beginning with-

409.1 the date on which the notice referred to in clause 406 was sent, or,

409.2 where there has been a dispute which has been referred under the *NHS dispute resolution procedure* and the dispute is determined in favour of withdrawal, the date on which the Contractor receives notice of the determination.

410 Where the LHB determines to withdraw its approval immediately, the withdrawal shall take effect on the day on which the notice referred to in clause 406 is received by the Contractor.

Immediate withdrawal of approval other than following review

411 The LHB shall withdraw its approval of an *out of hours arrangement* immediately-

411.1 in the case of an arrangement with a person referred to in clause 391, if the person with whom it is made ceases to hold a *general medical services contract* or a *default contract* with the Local Health Board which includes the provision of *out of hours services*, or ceases to be a party to contractual arrangements made under article 15 of *the Transitional Order*; or

411.2 where, without any review having taken place under clauses 402 to 410, it appears to the LHB that it is necessary in the interests of the Contractor's patients to withdraw its approval immediately.

412 The LHB shall give notice to the Contractor of a withdrawal of approval under clause 411.1 or 411.2 and shall include with the notice a statement in writing of the reasons for its determination.

413 An immediate withdrawal of approval under clause 411 shall take effect in the case of a withdrawal under clauses 411.2 or 411.1, on the day on which the notice referred to in clause 412 is received by the Contractor.

414 The LHB shall notify the *Local Medical Committee* (if any) for its area of a withdrawal of approval under clause 411.2

415 If the Contractor wishes to refer a withdrawal of approval under clause 411.2 in accordance with the *NHS dispute resolution procedure*, it must do so before the end of the period of 30 days beginning with the day on which the LHB's notification under clause 412 was sent.

Termination of an out of hours arrangement

416 The Contractor shall terminate an *out of hours arrangement* made under clause 388 with effect from the date of the taking effect of the withdrawal of the LHB's approval of that arrangement under clauses 402 to 410 or clauses 411 to 415.

PART 15

RECORDS, INFORMATION, NOTIFICATION AND RIGHTS OF ENTRY⁷²

Patient records

417 In this part, “computerised records” means records created by way of entries on a computer.

418 The Contractor shall keep adequate records of its attendance on and treatment of its patients and shall do so-

418.1 on forms supplied to it for the purpose by the LHB; or

418.2 with the written consent of the LHB, by way of computerised records,

or in a combination of those two ways.

419 The Contractor shall include in the records referred to in clause 418 clinical reports sent in accordance with clause 39 or from any other *health care professional* who has provided clinical services to a person on its list of patients.

420 The consent of the LHB required by clause 418.2 shall not be withheld or, once given, withdrawn provided the LHB is satisfied, and continues to be satisfied, that-

⁷² Except where it is expressly indicated in a footnote that a particular clause is only required in certain types of GMS Contract, this section is required by *the Regulations*: see Part 5 of Schedule 6.

420.1 the computer system upon which the Contractor proposes to keep the records has been accredited by *the Assembly* or another person on his behalf in accordance with “General Medical Practice Computer Systems - Requirements for Accreditation – RFA99” version 1.0, 1.1 or 1.2 (DTS/Nurse Prescribing) (RFA99 is published by the NHS Information Authority - copies are available on the NHS Information Authority’s website at www.nhsia.nhs.uk/sat/specification/pages, or may also be obtained by writing to the NHS Information Authority, Systems Accreditation and testing team, Aqueous 2, Aston Cross, Rocky Lane, Birmingham B6 5RQ);

420.2 the security measures, audit and system management functions incorporated into the computer system as accredited in accordance with clause 420.1 have been enabled; and

420.3 the Contractor is aware of, and has signed an undertaking that it will have regard to the guidelines contained in “Good Practice Guidelines for General Practice Electronic Patient Records (version 3.1)” published on 29th July 2005 (this document is available on the Department of Health’s website at or a copy may be obtained by writing to the Department of Health, PCIT Branch, Room 1N06, Quarry House, Quarry Hill, Leeds LS2 7UE).?

421 Where a patient’s records are computerised records, the Contractor shall, as soon as possible following a request from the LHB, allow the LHB to access the information recorded on the computer system on which those records are held by means of the audit function referred to in clause 420.2 to the extent necessary for the LHB to check that the audit function is enabled and functioning correctly.

422 The Contractor shall send the complete records relating to a patient to the LHB-

422.1 where a person on its list dies, before the end of the period of 14 days beginning with the date on which it was informed by the LHB of the death, or (in any other case) before the end of the period of one month beginning with the date on which it learned of the death; or

422.2 in any other case where the person is no longer registered with the Contractor, as soon as possible at the request of the LHB,

[and the Contractor's obligations pursuant to this clause, and clause 423 below shall survive the termination or expiry of the Contract]⁷³.

423 To the extent that a patient's records are computerised records, the Contractor complies with clause 422 if it sends to the LHB a copy of those records-

423.1 in written form; or

423.2 with the written consent of the LHB in any other form.

424 The consent of the LHB to the transmission of information other than in written form for the purposes of clause 423.2 shall not be withheld or withdrawn provided it is satisfied, and continues to be satisfied, with the following matters-

424.1 the Contractor's proposals as to how the record will be transmitted;

424.2 the Contractor's proposals as to the format of the transmitted record;

⁷³ The words in square brackets are not mandatory but they are recommended to ensure that an obligation to provide patient records to the LHB continues to apply even where the Contract has ended.

424.3 how the Contractor will ensure that the record received by the LHB is identical to that transmitted; and

424.4 how a written copy of the record can be produced by the LHB.

425 Where the Contractor's patient records are computerised records, the Contractor shall not disable, or attempt to disable, either the security measures or the audit and system management functions referred to in clause 420.2.

Access to records for the purpose of the Quality Information Preparation Scheme

426

427

Confidentiality of personal data

428 The Contractor shall nominate a person with responsibility for practices and procedures relating to the confidentiality of personal data held by it.

Practice leaflet

429 The Contractor shall-

429.1 compile a *practice leaflet* which shall include the information specified in Schedule 3;

429.2 review its *practice leaflet* at least once in every period of 12 months and make any amendments necessary to maintain its accuracy; and

429.3 make available a copy of the leaflet, and any subsequent updates, to its patients and prospective patients.

Provision of information

430 Subject to clause 431 the Contractor shall, at the request of the LHB, produce to the LHB or to a person authorised in writing by the LHB or allow it, or a person authorised in writing by it, to access, on request-

430.1 any information which is reasonably required by the LHB for the purposes of or in connection with the Contract; and

430.2 any other information which is reasonably required in connection with the LHB's functions.

431 The Contractor shall not be required to comply with any request made in accordance with clause 430 unless it has been made by the LHB in accordance with directions relating to the provision of information by contractors given to the LHB under section 16BB(4) of *the Act*.

431A. The Contractor shall produce the information requested, or, as the case may be, allow access to it:

431A.1 by such date as has been agreed as reasonable between the Contractor and the LHB; or

431A.2 in the absence of such agreement, within 28 days of the request being made.

Inquiries about prescriptions and referrals

432 The Contractor shall, subject to clauses 433 and 434, sufficiently answer any inquiries whether oral or in writing from the LHB concerning-

432.1 any *prescription form or repeatable prescription* issued by a *prescriber*;

432.2 the considerations by reference to which *prescribers* issue such forms;

432.3 the referral by or on behalf of the Contractor of any patient to any other services provided under *the Act*; or

432.4 the considerations by which the Contractor makes such referrals or provides for them to be made on its behalf.

433 An inquiry referred to in clause 432 may only be made for the purpose either of obtaining information to assist the LHB to discharge its functions or of assisting the Contractor in the discharge of its obligations under the Contract.

434 The Contractor shall not be obliged to answer any inquiry referred to in clause 432 unless it is made-

434.1 in the case of clause 432.1 or 432.2 by an appropriately qualified *health care professional*; or

434.2 in the case of clause 432.3 or 432.4, by an appropriately qualified medical practitioner,

appointed in either case by the LHB to assist it in the exercise of its functions under clause 432 and 433 who produces, on request, written evidence that that person is authorised by the LHB to make such an inquiry on its behalf.

Reports to a *medical officer*

435 The Contractor shall, if it is satisfied that the patient consents-

435.1 supply in writing to a *medical officer* within such reasonable period as that officer, or an officer of the Department for Work and Pensions on his behalf and at his direction, may specify, such clinical information as the medical officer considers relevant about a patient to whom the Contractor or a person acting on the Contractor's behalf has issued or has refused to issue a medical certificate; and

435.2 answer any inquiries by a *medical officer*, or by an officer of the Department for Work and Pensions on his behalf and at his direction, about a *prescription form* or medical certificate issued by the Contractor or on its behalf or about any statement which the Contractor or a person acting on the Contractor's behalf has made in a report.

436 For the purpose of satisfying itself that the patient has consented as required by clause 435, the Contractor may (unless it has reason to believe the patient does not consent) rely on an assurance in writing from the medical officer, or any officer of the Department for Work and Pensions, that he holds the patient's written consent.

Annual return and review

437 The Contractor shall submit an annual return relating to the Contract to the LHB which shall require the same categories of information from all persons who hold contracts with the LHB.

437A. Subject to article 50 of the General Medical Services Transitional and Consequential Provisions (Wales)(No.2) Order 2004⁷⁴ , one such return may be requested by the LHB at any time during each financial year in relation to such period (not including any period covered by a previous annual return) as may be specified in the request: in this clause, “financial year” means the twelve months ending with 31st March.

437B. The Contractor shall submit the completed return to the LHB-

437B.1 by such date as has been agreed as reasonable between the Contractor and the LHB; or

437B.2 in the absence of such agreement, within 28 days of the request being made.

438 Following receipt of the return referred to in clause 437, the LHB shall arrange with the Contractor an annual review of its performance in relation to the Contract.

439 Either the Contractor or the LHB may, if it wishes to do so, invite the *Local Medical Committee* for the area of the LHB to participate in the annual review.

440 The LHB shall prepare a draft record of the review referred to in clause 438 for comment by the Contractor and, having regard to such comments, shall produce a final written record of the review. A copy of the final record shall be sent to the Contractor.

Notifications to the LHB

441 In addition to any requirements of notification elsewhere in the Contract, the Contractor shall notify the LHB in writing, as soon as reasonably practicable, of-

441.1 any serious incident that, in the reasonable opinion of the Contractor, affects or is likely to affect the Contractor's performance of its obligations under the Contract;

441.2 any circumstances which give rise to the LHB's right to terminate the contract under clauses 538 and 545;

441.3 any appointments system which it proposes to operate and the proposed discontinuance of any such system;

441.4 any change of which it is aware in the address of a registered patient; and

441.5 the death of any patient of which it is aware.

442 The Contractor shall, unless it is impracticable for it to do so, notify the LHB in writing within 28 days of any occurrence requiring a change in the information about it published by the LHB in accordance with regulations made under section 16CC(3) of *the Act*.

443 The Contractor shall notify the LHB in writing of any person other than a *registered patient* or a person whom it has accepted as a *temporary resident* to whom it has provided the *essential services* described in clauses 47.3 or 50

within the period of 28 days beginning on the day that the services were provided.

Notice provision specific to a Contractor that is a company limited by shares⁷⁵

444 The Contractor shall give notice in writing to the LHB forthwith when-

444.1 any share in the Contractor is transmitted or transferred (whether legally or beneficially) to another person on a date after the Contract has been entered into;

441.1A a new director or secretary is appointed;

444.2 it passes a resolution or a court of competent jurisdiction makes an order that the Contractor be wound up;

444.3 circumstances arise which might entitle a creditor or a court to appoint a receiver, administrator or administrative receiver for the Contractor;

444.4 circumstances arise which would enable the court to make a winding up order in respect of the Contractor; or

444.5 the Contractor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.

⁷⁵ Clauses 444 and 445 only need to be included in the Contract if the Contractor is a company limited by shares. If the Contractor is not a company limited by shares, these clauses can be deleted.

445 A notice under clause 444.1 shall confirm that the new shareholder, or, as the case may be, the personal representative of a deceased shareholder-

445.1 is a medical practitioner, or that he satisfies the conditions specified in section 28S(2)(b)(i) to (iv) of *the Act*; and

445.2 meets the further conditions imposed on shareholders by virtue of regulations 4 and 5 of *the Regulations*.

445A. A notice under clause 444.1A 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*.

Notice provision specific to a Contractor that is a partnership⁷⁶

446 The Contractor shall give notice in writing to the LHB forthwith when-

446.1 a partner leaves or informs his partners that he intends to leave the partnership, and the date upon which he left or will leave the partnership; and

446.2 a new partner joins the partnership.

447 A notice under clause 446.2 shall-

447.1 state the date that the new partner joined the partnership;

447.2 confirm that the new partner is a medical practitioner, or that he satisfies the condition specified in section 28S(2)(b)(i) to (iv) of *the Act*;

⁷⁶ Clauses 446 and 447 only need to be included in the Contract if the Contractor is a partnership. If the Contractor is not a partnership, these clauses can be deleted.

447.3 confirm that the new partner meets the conditions imposed by regulations 4 and 5; and

447.4 state whether the new partner is a general or limited partner.

Notification of deaths

448 The Contractor shall report in writing to the LHB the death on its *practice premises* of any patient no later than the end of the first working day after the date on which the death occurred.

449 The report shall include-

449.1 the patient's full name;

449.2 the patient's National Health Service number where known;

449.3 the date and place of death;

449.4 a brief description of the circumstances, as known, surrounding the death;

449.5 the name of any doctor or other person treating the patient whilst on the *practice premises*; and

449.6 the name, where known, of any other person who was present at the time of the death.

450 The Contractor shall send a copy of the report referred to in clause 448 to any other LHB in whose area the deceased was resident at the time of his death.

Notifications to patients following a variation of the Contract

451 Where the Contract is varied in accordance with Part 25 of this Contract and, as a result of that variation-

451.1 there is to be a change in the range of services provided to the Contractor's patients; or

451.2 patients who are on the Contractor's list of patients are to be removed from that list,

the LHB shall notify those patients in writing of the variation and its effect and inform them of the steps they can take to obtain elsewhere the services in question or, as the case may be, register elsewhere for the provision of *essential services* (or their equivalent).

Entry and inspection by the LHB

452 Subject to the conditions in clause 453, the Contractor shall allow persons authorised in writing by the LHB to enter and inspect the *practice premises* at any reasonable time.

453 The conditions referred to in clause 452 are that-

453.1 reasonable notice of the intended entry has been given;

453.2 written evidence of the authority of the person seeking entry is produced to the Contractor on request; and

453.3 entry is not made to any premises or part of the premises used as residential accommodation without the consent of the resident.

454 Either the Contractor or the LHB may, if it wishes to do so, invite the *Local Medical Committee* for the area of the LHB to be present at an inspection of the *practice premises* which takes place under clause 452.

Entry and inspection by members of Community Health Councils

455 The Contractor shall allow members of a LHB Community Health Council authorised by or under regulation 20 of the Community Health Council Regulations 2004 to enter and inspect the *practice premises* for the purpose of any of the Council's functions in accordance with the requirements of that regulation.

Entry and inspection by the Commission for Healthcare Audit and Inspection and the Assembly.

456 The Contractor shall allow persons authorised by the Commission for Healthcare Audit and Inspection and the Assembly to enter and inspect the premises in accordance with sections 66, 67, 72 and 73 of the Health and Social Care (Community Health and Standards) Act 2003.

PART 16

CERTIFICATES⁷⁷

457 The Contractor shall issue free of charge to a patient or his personal representative any medical certificate of a description prescribed in column 1 of the table below which is reasonably required under or for the purposes of the enactments specified in relation to the certificate in column 2 of the table below, except where, for the condition to which the certificate relates, the patient-

457.1 is being attended by a medical practitioner who is not-

457.1.1 employed or engaged by the Contractor,

457.1.2 if this Contract is with a partnership, one of the partners, or

457.1.3 if this Contract is with a company limited by shares, one of the persons legally or beneficially owning shares in the company; or

457.2 is not being treated by or under the supervision of a *health care professional*.

458 The exception in clause 457.1 shall not apply where the certificate is issued pursuant to regulation 2(1)(b) of the Social Security (Medical Evidence) Regulations 1976 (which provides for the issue of a certificate in the form of a special statement by a doctor on the basis of a written report made by another doctor).

⁷⁷ This Part is required by *the Regulations* (see regulation 21 and Schedule 4).

LIST OF PRESCRIBED MEDICAL CERTIFICATES

<i>Description of medical certificate</i>	<i>Enactment under or for the purpose of which certificate required</i>
1. To support a claim or to obtain payment either personally or by proxy; to prove inability to work or incapacity for self-support for the purposes of an award by the Secretary of State; or to enable proxy to draw pensions etc.	Naval and Marine Pay and Pensions Act 1865 Air Force (Constitution) Act 1917 Pensions (Navy, Army, Air Force and Mercantile Marine) Act 1939 Personal Injuries (Emergency Provisions) Act 1939 Pensions (Mercantile Marine) Act 1942 Polish Resettlement Act 1947 Social Security Administration Act 1992 Social Security Contributions and Benefits Act 1992 Social Security Act 1998
2. To establish pregnancy for the purpose of obtaining welfare foods	Section 13 of the Social Security Act 1988 (schemes for distribution etc of welfare foods)
3. To secure registration of still-birth	Section 11 of the Births and Deaths Registration Act 1953 (special provision as to registration of still-birth)
4. To enable payment to be made to an institution or other person in case of mental disorder of persons entitled to payment from public funds.	Section 142 of the Mental Health Act 1983 (pay, pensions etc of mentally disordered persons)
5. To establish unfitness for jury service	Juries Act 1974
6. To support late application for reinstatement in civil employment or notification of non-availability to take up employment owing to sickness.	Reserve Forces (Safeguarding of Employment) Act 1985.
7. To enable a person to be registered as an absent voter on grounds of physical incapacity	Representation of the People Act 1983

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8. To support applications for certificates conferring exemption from charges in respect of drugs, medicines and appliances. National Health Service Act 1977
 9. To support a claim by or on behalf of a severely mentally impaired person for exemption from liability to pay the Council Tax or eligibility for a discount in respect of the amount of Council Tax payable. Local Government Finance Act 1992.
-

PART 17⁷⁸

PAYMENT UNDER THE CONTRACT

459 The LHB shall make payments to the Contractor under the Contract promptly and in accordance with both the terms of the Contract (including, for the avoidance of doubt, any payment due pursuant to clause 460), and any other conditions relating to the payment contained in directions given by *the Assembly* under section 28T of *the Act* subject to any right the LHB may have to set off against any amount payable to the Contractor under the Contract any amount-

459.1 that is owed by the Contractor to the LHB under the Contract; or

459.2 that the LHB may withhold from the Contractor in accordance with the terms of the Contract or any other applicable provisions contained in directions given by *the Assembly* under section 28T of *the Act* (GMS contracts: payments).

460 [Subject to clause 461]⁷⁹ The LHB shall make payments to the Contractor in such amount and in such manner as specified in any directions for the time being in force under section 16BB(4) or 28T of *the Act*. Where, pursuant to directions made under section 16BB(4) or 28T of *the Act*, the LHB is required to make a payment to the Contractor under the Contract but subject to conditions, those conditions are to be a term of the Contract.

461 [Payments to be made to the Contractor (and any relevant conditions to be met by the Contractor in relation to such payments) in respect of services

⁷⁸ Part 16 is required by regulations 22 and 23 of *the Regulations* and section 28T(2) of *the Act*.

⁷⁹ The words in square brackets only need to be included if clause 461 is to be included.

where payments, or the amount of any such payments, are not specified in directions pursuant to clause 460 , are set out in Schedule 7 to this Contract.]⁸⁰

[Payment provisions specific to a Contractor entering into the Contract following a *default contract* with the LHB

462 As a condition of entering into the Contract, the Contractor has surrendered all rights to further payments under the *default contract* to which the Contractor and the LHB were parties prior to entering into the Contract, and the Contractor acknowledges that any such rights were extinguished when the Contractor entered into the Contract.

463 For the purposes of payment under the Contract, the Contract shall be treated as if it commenced on 1st April 2004.

464 Any payment that has been made under the *default contract* to which the Contractor and the LHB were parties prior to entering into the Contract, that could have been made if the Contractor had entered into the Contract on or before 31st March 2004-

464.1 as a payment on account under the Contract, shall be treated as a payment on account under the Contract (and for these purposes any payment of one twelfth of a final *global sum* equivalent under that *default contract* shall be treated as a payment on account in respect of a payable *global sum* monthly payment);

⁸⁰ Clause 461 needs to be included if, pursuant to the Contract (Parts 8, 9 or 11), the Contractor is providing:-

- *additional services* that are not funded by the *global sum* or *out of hours services*; and/or
- *enhanced services*

and in either case, the payments to be made in respect of such services, and the conditions upon which payment is to be made, are not specified in Directions made under section 17 or 28T of *the Act*.

It will also need to be included if there are any other payments to be made, where the detail of such payments is not specified in directions, for example payments in respect of premises.

464.2 as a payment under the Contract, shall be treated as a payment under the Contract,

and accordingly any condition that attaches, or is to be attached, to such a payment when made under the Contract, by virtue of the *GMS Statement of Financial Entitlements* or any other relevant Directions given by the *Assembly*, is attached to that payment.

465 any other payment that has been made under the *default contract* to which the Contractor and the LHB were parties prior to entering into the Contract, shall be set off, equitably, against any payment for equivalent services provided under the Contract.]⁸¹

[Payment provisions specific to a Contractor entering into the Contract where the LHB has previously made payments to the Contractor under article 41(1) of *the Transitional Order*

466 As a condition of entering into the Contract, the Contractor has surrendered all rights to further payments from the LHB under article 41(1) of *the Transitional Order*, and the Contractor acknowledges that any such rights were extinguished when the Contractor entered into the Contract.

467 For the purposes of payment under the Contract, the Contract shall be treated as if it commenced on 1st April 2004.

468 Any payment that has been made under article 41(1) of *the Transitional Order* that could have been made-

468.1 as a payment on account under the Contract, shall be treated as a payment on account under the Contract (and for these purposes any payment of one twelfth of a final *global sum* equivalent under article 41(1) shall be treated as a payment on account in respect of a payable *global sum* monthly payment);

468.2 as a payment under the Contract, shall be treated as a payment under the Contract,

and accordingly any condition that attaches, or is to be attached, to such a payment when made under the Contract, by virtue of the *GMS Statement of Financial Entitlements*, the National Health Service (General Medical Services - Premises Costs) (Wales) Directions 2004, or any other relevant Directions given by *the Assembly*, is attached to that payment.]⁸²

⁸¹ Clauses 462 to 465 are required by article 40 of *the Transitional Order* only where the Contractor has been a party to a *default contract* with the LHB and the Contract takes effect immediately after the *default contract* ceases to have effect.

⁸² Clauses 466 to 468 are required by article 41(2) of *the Transitional Order* only where payments have been made to the Contractor by the LHB pursuant to article 41(1) of *the Transitional Order* prior to the Contract being entered into.

PART 18⁸³

FEES AND CHARGES

469 The Contractor shall not, either itself or through any other person, demand or accept from any patient of its a fee or other remuneration for its own or another's benefit-

469.1 or the provision of any treatment whether under the Contract or otherwise, or

469.2 for any prescription or repeat prescription for any drug, medicine or appliance,

except in the circumstances set out in clause 470.

470 The Contractor may demand or accept a fee or other remuneration –

470.1 from any statutory body for services rendered for the purposes of that body's statutory functions;

470.2 from any body, employer or school for a routine medical examination of persons for whose welfare the body, employer or school is responsible, or an examination of such persons for the purpose of advising the body, employer or school of any administrative action they might take;

470.3 for treatment which is not primary medical services or otherwise required to be provided under the Contract and which is given-

⁸³ This Part is required by *the Regulations* (see regulation 24 and Schedule 5).

470.3.1 pursuant to the provisions of section 65 of *the Act*, or

470.3.2 in a registered nursing home which is not providing services under that Act,

if, in either case, the person administering the treatment is serving on the staff of a hospital providing services under *the Act* as a specialist providing treatment of the kind the patient requires and if, within 7 days of giving the treatment, the Contractor or the person providing the treatment supplies the LHB, on a form provided by it for the purpose, with such information about the treatment as it may require;

470.4 under section 158 of the Road Traffic Act 1988;

470.5 when it treats a patient under clause 471, in which case it shall be entitled to demand and accept a reasonable fee from the patient (recoverable in certain circumstances under clause 472) for any treatment given, if it gives the patient a receipt;

470.6 for attending and examining (but not otherwise treating) a patient-

470.6.1 at his request at a police station in connection with possible criminal proceedings against him,

470.6.2 at the request of a commercial, educational or not-for-profit organisation for the purpose of creating a medical report or certificate, or

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

470.7 for treatment consisting of an immunisation for which no remuneration is payable by the LHB and which is requested in connection with travel abroad;

470.8 for prescribing or providing drugs, medicines or appliances (including a collection of such drugs, medicines or appliances in the form of a travel kit) which a patient requires to have in his possession solely in anticipation of the onset of an ailment or occurrence of an injury while he is outside the United Kingdom but for which he is not requiring treatment when the medicine is prescribed;

470.9 for a medical examination 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 for the purpose of creating a report relating to a road traffic accident or criminal assault, or that offers an opinion as to whether a patient is fit to travel;

470.10 for testing the sight of a person to whom none of paragraphs (a), (b) or (c) of section 38(1) of *the Act* applies (including by reason of regulations under section 38(6) of that Act);

470.11 where the Contractor is authorised or required by a Local Health Board under regulation 20 of the *Pharmaceutical Regulations* or clauses 306 to 315 to provide drugs, medicines or appliances to a patient and provides for that patient, otherwise than by way of pharmaceutical services or dispensing services, any Scheduled drug;

470.12 for prescribing or providing drugs for malaria chemoprophylaxis.

471 Where a person applies to the Contractor for the provision of *essential services* and claims to be on the Contractor's list of patients, but fails to produce his *medical card* on request and the Contractor has reasonable doubts

about that person's claim, the Contractor shall give any necessary treatment and shall be entitled to demand and accept a reasonable fee in accordance with clause 470.5 subject to the provision for repayment contained in clause 472.

472 Where a person from whom the Contractor received a fee under clause 470.5 applies to the LHB for a refund within 14 days of payment of the fee (or such longer period not exceeding a month as the LHB may allow if it is satisfied that the failure to apply within 14 days was reasonable) and the LHB is satisfied that the person was on the Contractor's list of patients when the treatment was given, the LHB may recover the amount of the fee from the Contractor, by deduction from its remuneration or otherwise, and shall pay that amount to the person who paid the fee.

473 Part 18 shall survive the expiry or termination of the Contract to the extent that it prohibits the contractor from, either itself or through any other person, demanding or accepting from any patient of it's a fee or other remuneration for its own or another's benefit⁸⁴.

473.1 for the provision of any treatment, whether under the Contract or otherwise, that was provided during the existence of the Contract;
or

473.2 for any prescription or repeat prescription for any drug, medicine or appliance, that was provided during the existence of the Contract".

⁸⁴ This clause is not mandatory but it is recommended.

PART 19⁸⁵

CLINICAL GOVERNANCE

474 The Contractor shall have an effective *system of clinical governance*. The Contractor shall nominate a person who will have responsibility for ensuring the effective operation of the *system of clinical governance*. The person nominated shall be a person who performs or manages services under the Contract.

⁸⁵ This Part is required by *the Regulations* (see paragraph 121 of Schedule 6).

PART 20⁸⁶

INSURANCE

475 The Contractor shall at all times hold adequate insurance against liability arising from negligent performance of clinical services under the Contract.

476 The Contractor shall not sub-contract its obligations to provide clinical services under the Contract unless it is satisfied that the sub-contractor holds adequate insurance against liability arising from negligent performance of such services.

477 For the purposes of clauses 475 to -477.2

477.1 "insurance" means a contract of insurance or other arrangement made for the purpose of indemnifying the Contractor; and

477.2 the Contractor shall be regarded as holding insurance if it is held by a person employed or engaged by it in connection with clinical services which that person provides under the Contract or, as the case may be, sub-contract.

478 The Contractor shall at all times hold adequate public liability insurance in relation to liabilities to third parties arising under or in connection with the Contract which are not covered by the insurance referred to in clause 475.

⁸⁶ This Part is required by *the Regulations* (see paragraph 120 and 121 of Schedule 6).

PART 21⁸⁷

GIFTS

479 The Contractor shall keep a register of gifts which-

479.1 are given to any of the persons specified in clause 480 by, or on behalf of, a patient, a relative of a patient or any person who provides or wishes to provide services to the Contractor or its patients in connection with the Contract; and

479.2 have, in its reasonable opinion, a value of more than £100.00.

480 The persons referred to in clause 479.1 are-

480.1 the Contractor;

480.2 if the Contractor is a partnership, any partner;

480.3 if the Contractor is a company, any person legally and beneficially holding a share in the company, or a director or secretary of the company;

480.4 any person employed by the Contractor for the purposes of the Contract;

480.5 any *general medical practitioner* engaged by the Contractor for the purposes of the Contract;

⁸⁷ This Part is mandatory: see paragraph 122 of Schedule 6 to *the Regulations*.

480.6 any spouse or civil partner of the Contractor (if the Contractor is an individual medical practitioner) or of a person specified in clauses 480.2 to 480.5; or

480.7 any person (whether or not of the opposite sex) whose relationship with the Contractor (where the Contractor is an individual medical practitioner) or with a person specified in clauses 480.2 to 480.5 has the characteristics of the relationship between husband and wife.

481 Clause 479 does not apply where-

481.1 there are reasonable grounds for believing that the gift is unconnected with services provided or to be provided by the Contractor;

481.2 the Contractor is not aware of the gift; or

481.3 the Contractor is not aware that the donor wishes to provide services to the Contractor.

482 The Contractor shall take reasonable steps to ensure that it is informed of gifts which fall within clause 479 and which are given to the persons specified in clauses 480.2 to 480.7;

483 The register referred to in clause 479 shall include the following information-

483.1 the name of the donor;

483.2 in a case where the donor is a patient, the patient's National Health Service number or, if the number is not known, his address;

483.3 in any other case, the address of the donor;

483.4 the nature of the gift;

483.5 the estimated value of the gift; and

483.6 the name of the person or persons who received the gift.

484 The Contractor shall make the register available to the LHB on request.

PART 22⁸⁸

COMPLIANCE WITH LEGISLATION AND GUIDANCE

485 The Contractor shall comply with all relevant legislation and have regard to all relevant guidance issued by the LHB, *Assembly* or *the Assembly*.

⁸⁸ This Part is required by *the Regulations* (see paragraph 123 of Schedule 6).

PART 23⁸⁹

COMPLAINTS

Complaints procedure

486 The Contractor shall establish and operate a complaints procedure to deal with any complaints in relation to any matter reasonably connected with the provision of services under the Contract.

487 The complaints procedure referred to above shall -

487.1 until the coming into force of regulations in relation to complaints about general medical services made under section 113 of the Health and Social Care (Community Health and Standards) Act 2003 comply with the requirements in clause 490 to 498 and 502; and

487.2 on the coming into force of such regulations, comply with those regulations.

488 The Contractor shall take reasonable steps to ensure that patients are aware of-

488.1 the complaints procedure;

488.2 the role of the LHB and other bodies in relation to complaints about services under the Contract, and

⁸⁹ This Part is required by *the Regulations*: see Part 6 of Schedule 6.

488.3 the right to assistance with any complaint from independent advocacy services provided under section 19A of *the Act*.

489 The Contractor shall take reasonable steps to ensure that the complaints procedure is accessible to all patients.

Making of complaints

490 A complaint may be made by or, with his consent, on behalf of a patient, or former patient, who is receiving or has received services under the Contract, or

490.1 where the patient is a child-

490.1.1 by either parent, or, in the absence of both parents, the guardian or other adult who has care of the child,

490.1.2 by a person duly authorised by a local authority to whose care the child has been committed under the provisions of the Children Act 1989; or

490.1.3 by a person duly authorised by a voluntary organisation by which the child is being accommodated under the provisions of that Act;

490.2 where the patient is incapable of making a complaint, by a relative or other adult who has an interest in his welfare.

491 Where a patient has died a complaint may be made by a relative or other adult person who had an interest in his welfare or, where the patient fell within clause 490.1.2 or 490.1.3, by the authority or voluntary organisation, as the case may be.

Period for making complaints

492 Subject to clause 493, the period for making a complaint is-

492.1 six months from the date on which the matter which is the subject of the complaint occurred; or

492.2 six months from the date on which the matter which is the subject of the complaint comes to the complainant's notice, provided that the complaint is made no later than 12 months after the date on which the matter which is the subject of the complaint occurred.

493 Where a complaint is not made during the period specified in clause 492, it shall be referred to the person specified in clause 494.1 who may, if he is of the opinion that-

493.1 having regard to all the circumstances of the case, it would have been unreasonable for the complainant to make the complaint within that period; and

493.2 notwithstanding the time that has elapsed since the date on which the matter which is the subject matter of the complaint occurred, it is still possible to investigate the complaint properly

treat the complaint as if it had been received during the period specified in clause 492.

Further requirements for complaints procedure

494 The Contractor shall nominate-

494.1 a person (who need not be connected with the Contractor and who, in the case of an individual, may be specified by his job title) to be responsible for the operation of the complaints procedure and the investigation of complaints; and

494.2 a partner, or other senior person associated with the Contractor, to be responsible for the effective management of the complaints procedure and for ensuring that action is taken in the light of the outcome of any investigation.

495 All complaints shall be-

495.1 either made or recorded in writing,

495.2 acknowledged in writing within the period of two working days beginning with the day on which the complaint was made or, where that is not possible, as soon as reasonably practicable; and

495.3 properly investigated.

496 Within the period of 20 working days beginning with the day on which the complaint was received by the person specified under clause 494.1 or, where that is not possible, as soon as reasonably practicable, the complainant shall be given a written summary of the investigation and its conclusions.

497 Where the investigation of the complaint requires consideration of the patient's medical records, the person specified under clause 494.1 must inform the patient or person acting on his behalf if the investigation will involve disclosure of information contained in those records to a person other than the Contractor or an employee of the Contractor.

498 The Contractor shall keep a record of all complaints and copies of all correspondence relating to complaints, but such records must be kept separate from patients' medical records.

Co-operation with investigations

499 The Contractor shall co-operate with-

499.1 any investigation of a complaint in relation to any matter reasonably connected with the provision of services under the Contract undertaken by the LHB and the Commission for Healthcare Audit and Inspection; and the Assembly,

499.2 any investigation of a complaint by an NHS body or local authority which relates to a patient or former patient of the Contractor.

500 In the previous clause-

500.1 "NHS body" means a Local Health Board, (in England and Wales and Scotland) an NHS trust, an NHS foundation trust, a Strategic Health Authority, a Primary Care Trust, a *Health Board*, a *Health and Social Services Board* or a *Health and Social Services Trust*; and

500.2 "local authority" means any of the bodies listed in section 1 of the Local Authority Social Services Act 1970, the Council of the Isles of Scilly or a council constituted under section 2 of the Local Government etc. (Scotland) Act 1994.

501 In co-operating with any investigation, the Contractor shall, by way of example,-

501.1 answer questions reasonably put to the Contractor by the LHB;

501.2 provide any information relating to the complaint reasonably required by the LHB; and

501.3 attending any meeting to consider the complaint (if held at a reasonably accessible place and at a reasonable hour, and due notice has been given) if the Contractor's presence at the meeting is reasonably required by the LHB.

502 The Contractor shall inform the LHB, at such intervals as required, of the number of complaints it has received under the procedure established in accordance with Part 23 of the Contract save that this clause shall not apply in relation to *out of hours services* provided by the Contractor on or after 1st March 2006.

503 Part 23 of this Contract shall survive the expiry or termination of the Contract insofar as it relates to any complaint or investigation reasonably connected with the provision of services under the Contract before it terminated⁹⁰.

⁹⁰ This clause is not mandatory but it is recommended to ensure that the Contractor is still under an obligation to comply with the investigation of a complaint or with any relevant investigation where the Contract has terminated or expired.

PART 24⁹¹

DISPUTE RESOLUTION

Local resolution of contract disputes

504 Subject to clause 506, in the case of any dispute arising out of or in connection with the Contract, the Contractor and the LHB must make every reasonable effort to communicate and cooperate with each other with a view to resolving the dispute, before referring the dispute for determination in accordance with the *NHS dispute resolution procedure* (or, where applicable, before commencing court proceedings).

505 Either the Contractor or the LHB may, if it wishes to do so, invite the *Local Medical Committee* for the area of the LHB to participate in discussions which take place pursuant to clause 504,

506 In the case of a dispute which falls to be dealt with under the procedure specified in paragraph 36 of Schedule 6 to *the Regulations*, clause 504 does not apply where it is not practicable for the parties to attempt local resolution before the expiry of the 7-day period specified in paragraph 36(4) of Schedule 6 to *the Regulations*.

Dispute resolution: non-NHS Contracts⁹²

507 Any dispute arising out of or in connection with the Contract, except matters dealt with under the complaints procedure set out in clauses 486 to

⁹¹ Except where specifically indicated in the footnotes, this Part is required by *the Regulations* (see Part 7 of Schedule 6).

⁹² These clauses are mandatory terms only if the contract is not an *NHS contract*. Otherwise, the clauses should be deleted from the Contract.

489 of this Contract, may be referred for consideration and determination to *the Assembly*, if:

507.1 the LHB so wishes and the Contractor has agreed in writing; or

507.2 the Contractor so wishes (even if the LHB does not agree).

508 In the case of a dispute referred to the Assembly under clause 507, the procedure to be followed is the *NHS dispute resolution procedure*, and the parties agree to be bound by a determination made by the *adjudicator*.

NHS dispute resolution procedure

509 Subject to clause 510, the *NHS dispute resolution procedure* applies in the case of any dispute arising out of or in connection with the Contract which is referred to *the Assembly* in accordance with [section 4(3) of the 1990 Act / clause 507 above]⁹³, and the LHB and the Contractor shall participate in the *NHS dispute resolution procedure* as set out in paragraphs 101 and 102 of Schedule 6 to *the Regulations*.

510 The *NHS dispute resolution procedure* does not apply where the Contractor refers a matter for determination in accordance with clause 263, and in such a case the procedure specified in paragraph 36 of Schedule 6 to *the Regulations* shall apply instead.

511 Any party wishing to refer a dispute shall send to *the Assembly* a written request for dispute resolution which shall include or be accompanied by-

511.1 the names and addresses of the parties to the dispute;

511.2 a copy of the Contract; and

511.3 a brief statement describing the nature and circumstances of the dispute.

512 Any party wishing to refer a dispute as mentioned in clause 508 must send the request under clause 511 within a period of three years beginning with the date on which the matter giving rise to the dispute happened or should reasonably have come to the attention of the party wishing to refer the dispute.

513 In clauses 504 to 512 “any dispute arising out of or in connection with the contract” includes any dispute arising out of or in connection with the termination of the contract.

514 Part 24 shall survive the expiry or termination of the Contract.

⁹³ If the contract is an NHS contract, the parties must select the phrase “section 4(3) of the 1990 Act”. If the contract is not an NHS contract, the parties must select the phrase “clause 507 above”.

PART 25⁹⁴

VARIATION AND TERMINATION OF THE CONTRACT

Variation of the Contract: general

515 Subject to Part 10 of the Contract (opts outs of *additional* and *out of hours services*), clauses 86, 87, 371, and 401, and this Part (variation and termination of the Contract), no amendment or variation shall have effect unless it is in writing and signed by or on behalf of the LHB and the Contractor.

516 In addition to the specific provision made in clauses 523, 528 and 563, the LHB may vary the Contract without the Contractor's consent so as to comply with *the Act*, any regulations made pursuant to that Act, or any direction given by *the Assembly* pursuant to that Act where it-

516.1 is reasonably satisfied that it is necessary to vary the Contract in order so to comply; and

516.2 notifies the Contractor in writing of the wording of the proposed variation and the date upon which that variation is to take effect.

517 Where it is reasonably practicable to do so, the date that the proposed variation is to take effect shall be not less than 14 days after the date on which the notice under clause 516.2 is served on the Contractor.

Variation provisions specific to a contract with an individual medical practitioner⁹⁵

⁹⁴ Except where it is indicated in a footnote that a particular provision is only required in certain types of contract, this Part is required by *the Regulations*: see Part 8 of Schedule 6.

⁹⁵ If the Contractor is not an individual medical practitioner, then this clause does not need to be included.

518 Where the Contractor is an individual medical practitioner and proposes to practise in partnership with one or more persons during the existence of the Contract, the Contractor shall notify the LHB in writing of-

518.1 the name of the person or persons with whom it proposes to practise in partnership;

518.2 the date on which the Contractor wishes to change its status from that of an individual medical practitioner to that of a partnership, which shall be not less than 28 days after the date upon which it has served the notice on the LHB pursuant to this clause.

519 A notice under clause 518 shall, in respect of the person or each of the persons with whom the Contractor is proposing to practise in partnership, and also in respect of the Contractor as regards the matters specified in clause 520.3-

519.1 confirm that he is either a medical practitioner or a person who satisfies the conditions specified in section 28S(2)(b)(i) to (iv) of *the Act*,

519.2 confirm that he is a person who satisfies the conditions imposed by regulations 4 and 5 of *the Regulations*; and

519.3 state whether or not it is to be a *limited partnership*, and if so, who is to be a limited partner and who a general partner,

and the notice shall be signed by the Contractor, and by the person or each of the persons with whom it is proposing to practice in partnership.

520 The Contractor shall ensure that any person who will practise in partnership with it is bound by the Contract, whether by virtue of a partnership deed or otherwise.

521 If the LHB is satisfied as to the accuracy of the matters specified in the notice referred to in clause 518 the LHB shall give notice in writing to the Contractor confirming that the Contract shall continue with the partnership entered into by the Contractor and its partners, from a date that the LHB specifies in that notice.

522 The date specified by the LHB pursuant to clause 521 shall be the date requested in the notice served by the Contractor pursuant to clause 518, or, where that date is not reasonably practicable, the date closest to the requested date as is reasonably practicable.

523 Where the Contractor has given notice to the LHB pursuant to clause 518, the LHB may vary the Contract but only to the extent that it is satisfied is necessary to reflect the change in status of the Contractor from an individual medical practitioner to a partnership. If the LHB does propose so to vary the Contract, it shall include in the notice served on the Contractor pursuant to clause 521 the wording of the proposed variation and the date upon which that variation is to take effect.

Variation provisions specific to a contract with a Partnership⁹⁶

524 Subject to clause 526, where the Contractor consists of two or more individuals practising in partnership, in the event that the partnership is terminated or dissolved, the Contract shall only continue with one of the former partners if that partner is-

⁹⁶ If the Contractor is not a partnership, then this clause does not need to be included.

524.1 nominated in accordance with clause 525; and

524.2 a medical practitioner who meets the condition in regulation 4(2)(a) of *the Regulations*,

and provided that the other requirements in clause 524 are met.

525 The Contractor shall notify the LHB in writing at least 28 days in advance of the date on which the Contractor proposes to change its status from that of a partnership to that of an individual medical practitioner. The notice shall:

525.1 specify the date on which the Contractor proposes to change its status from that of a partnership to that of an individual medical practitioner;

525.2 specify the name of the medical practitioner with whom the Contract will continue, which must be one of the partners; and

525.3 be signed by all the persons who are practising in partnership.

526 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 LHB in writing as soon as is reasonably practicable of the death of his partner and clause 526A or 526B shall apply.

526A. If the remaining individual is a general medical practitioner, the Contract shall continue with that individual.

526B. If clause 526A does not apply, the LHB may, if it thinks fit, serve notice in writing on the remaining individual confirming that the LHB will allow the Contract to continue with that individual, for a period specified by the LHB of

up to six months (“the interim period”) provided that the remaining individual consents to the LHB employing or supplying a general medical practitioner to him for the interim period to assist in the provision of clinical services under the Contract.

526C. Before deciding whether to serve a notice pursuant to clause 526B, the LHB shall, whenever it is reasonably practicable to do so, consult with the Local Medical Committee (if any) for its area.

526D. If, during the interim period, the Contractor withdraws its consent to the LHB employing or supplying a general medical practitioner, the LHB shall serve notice in writing on the Contractor terminating the Contract forthwith.

526E. 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 LHB shall serve notice on the Contractor terminating the Contract forthwith.

527 When the LHB receives a notice pursuant to clause 525 or 526, it shall acknowledge in writing receipt of the notice, and in relation to a notice served pursuant to clause 525, the LHB shall do so as soon as reasonably practicable, and in any event before the date specified pursuant to clause 525.1

528 Where the Contractor gives notice to the LHB pursuant to clause 525 or 526, the LHB may vary the Contract but only to the extent that it is satisfied is necessary to reflect the change in status of the Contractor from a partnership to an individual medical practitioner. If the LHB varies the Contract, it shall notify the Contractor in writing of the wording of the proposed variation and the date upon which that variation is to take effect.

528A. In clauses 526A, B, D and E, “general medical practitioner has the same meaning as in regulation 4(1) of *the Regulations*.”

Termination by agreement

529 The LHB and the Contractor may agree in writing to terminate the Contract, and if the parties so agree, they shall agree the date upon which that termination will take effect and any further terms upon which the Contract should be terminated.

Termination on the death of an individual medical practitioner

529A. 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-

529A.1. the LHB 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

529A.2. the Contractor’s personal representatives have consented in writing to the LHB employing or supplying one or more general medical practitioner to assist in the provision of clinical services under the Contract throughout the period for which it continues.

529B. In clause 529B.2, “general medical practitioner” has the same meaning as in regulation 4(1) of *the Regulations*.

529C. Clause 529A does not affect any other rights to terminate the Contract which the LHB may have under clauses 544 to 559.

Termination by the Contractor

530 The Contractor may terminate the Contract by serving notice in writing on the LHB at any time.

531 [Where the Contractor serves notice pursuant to clause 530, the Contract shall terminate six months after the date on which the notice is served (“the termination date”), save that if the termination date is not the last calendar day of a month, the Contract shall instead terminate on the last calendar day of the month in which the termination date falls.]⁹⁷

532 [Where the Contractor serves notice pursuant to clause 530, the Contract shall terminate three months after the date on which the notice is served (“the termination date”), save that if the termination date is not the last calendar day of a month, the Contract shall instead terminate on the last calendar day of the month in which the termination date falls.]⁹⁸

533 The Contractor may give notice in writing (“late payment notice”) to the LHB if the LHB has failed to make any payments due to the Contractor in accordance with Part 17 of this Contract. The Contractor shall specify in the late payment notice the payments that the LHB has failed to make in accordance with Part 17 of the Contract.

⁹⁷ This clause should be included where the Contractor is a partnership or a limited company. Where the Contractor is an individual medical practitioner, this clause should be deleted.

⁹⁸ This clause should be included where the Contractor is an individual medical practitioner. Where the Contractor is a partnership or a limited company, this clause should be deleted.

534 The Contractor may, at least 28 days after having served a late payment notice, terminate the Contract by a further written notice if the LHB has still failed to make payments due to the Contractor, and that were specified in the late payment notice served on the LHB pursuant to clause 533.

535 If, following receipt of a late payment notice, the LHB refers the matter to the *NHS dispute resolution procedure* within 28 days of the date upon which it is served with the late payment notice, and it notifies the Contractor in writing that it has done so within that period of time, the Contractor may not terminate the Contract pursuant to clause 534 until-

535.1 there has been a determination of the dispute pursuant to paragraph 101 of Schedule 6 to *the Regulations*; or

535.2 the LHB ceases to pursue the *NHS dispute resolution procedure*,

whichever is the sooner.

536 Clauses 530 to 535 are without prejudice to any other rights to terminate the Contract that the Contractor may have.

Termination by the LHB: general

537 The LHB may only terminate the Contract in accordance with the provisions of Part 25 of this Contract.

Termination by the LHB for breach of conditions in regulation 4 of *the Regulations*

538 Subject to clauses 538A and 543A the LHB shall serve notice in writing on the Contractor terminating the Contract forthwith if the Contractor is an

individual medical practitioner, and the medical practitioner no longer satisfies the condition specified in regulation 4(1) of *the Regulations*.

538A. Where the failure of an individual medical practitioner to continue to satisfy the condition specified in regulation 4(1) of *the Regulations* is the result of a suspension specified in clause 540B, clause 538 shall not apply unless-

538A.1. the Contractor is unable to satisfy the LHB that it has in place adequate arrangements for the provision of clinical services under the Contract for so long as the suspension continues; or

538A.2. the LHB is satisfied that the circumstances of the suspension are such that if the Contract is not terminated forthwith-

538A.2.1 the safety of the Contractor's patients is at serious risk; or

538A.2.2 the LHB is at risk of material financial loss.

539 Subject to clause 543A and except in a case to which clause 526 applies, where the Contractor is-

539.1 two or more persons practising in partnership, and the condition specified in regulation 4(2)(a) of *the Regulations* is no longer satisfied; or

539.2 a company limited by shares, and the condition specified in regulation 4(3)(a) of *the Regulations* is no longer satisfied

clause 540 shall apply.

540 Where clause 539.1 or 539.2 applies, the LHB shall-

540.1 serve notice in writing on the Contractor terminating the Contract forthwith; or

540.2 serve notice in writing on the Contractor confirming that the LHB will allow the Contract to continue, for a period specified by the LHB in accordance with clause 540A (the "interim period"), during which time the LHB shall, with the consent of the Contractor, employ or supply one or more *general medical practitioners* to the Contractor for the interim period to assist the Contractor in the provision of clinical services under the Contract.

540A. The period specified by the LHB under clause 540.2 shall not exceed-

540A.1. six months; or

540A.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 540B, the period for which that suspension continues.

540B. The suspensions referred to in clauses 538A and 540A.2 are suspension-

540B.1 by a Fitness to Practise Panel under-

540B.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

540B.1.2 section 38(1) of that Act; or

540B.2 by a Fitness to Practise Panel or an Interim Orders Panel under section 41A of that Act.

540C. In clause 540B.1.1, “health case” has the meaning given in section 35E(4) of the Medical Act 1983.

541 Before deciding which of the options in clause 540 to pursue, the LHB shall, whenever it is reasonably practicable to do so, consult the *Local Medical Committee* (if any) for its area.

542 If the Contractor does not, pursuant to clause 540.2, consent to the LHB employing or supplying a *general medical practitioner* during the interim period, the LHB shall serve notice in writing on the Contractor terminating the Contract forthwith.

543 If, at the end of the interim period, the Contractor still falls within clause 539.1 or 524.2, the LHB shall serve notice in writing on the Contractor terminating the Contract forthwith.

543A. Clauses 538 to 540 shall not apply to the Contractor where regulation 14 of the National Health Service (Primary Medical Services) (Miscellaneous Amendments) (Wales) Regulations 2006 applies.

543B. In clauses 540 and 542, “general medical practitioner” has the same meaning as in regulation 4(1) of *the Regulations*.

Termination by the LHB for provision of untrue etc information

544. The LHB 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 LHB that written information provided to the LHB by the Contractor-

544.1. before the Contract was entered into; or

544.2. pursuant to clauses 445, 445A or 447, 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.

Other grounds for termination by the LHB

545 The LHB may serve notice in writing on the Contractor terminating the Contract forthwith, or from such date as may be specified in the notice if-

545.1 in the case of a contract with a medical practitioner, that medical practitioner;

545.2 in the case of a contract with two or more individuals practising in partnership, any individual or the partnership; and

545.3 in the case of a contract with a company limited by shares, the company, any person legally and beneficially owning a share in the company, or any director or secretary of the company,

falls within clause 546 during the existence of the Contract, 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 445, 445A or 447.

546 A person falls within this clause if-

546.1 it does not satisfy the conditions prescribed in section 28S(2)(b) or (3)(b) of *the Act*;

546.2 he or it is the subject of a *national disqualification*;

546.3 subject to clause 547, he or it is disqualified or suspended (other than by an interim suspension order or direction pending an investigation or a suspension on the grounds of ill-health) from practising by any *licensing body* anywhere in the world;

546.4 subject to clause 548, he has been dismissed (otherwise than by reason of redundancy) from any employment by a *health service body* unless before the LHB has served a notice terminating the Contract pursuant to this clause, he is employed by the *health service body* that dismissed him or by another *health service body*;

546.5 he or it is removed from, or refused admission to, a *primary care list* by reason of inefficiency, fraud or unsuitability (within the meaning of section 49F(2), (3) and (4) of *the Act* respectively) unless his or its name has subsequently been included in such a list;

546.6 he has been convicted in the United Kingdom of murder or an offence referred to in Schedule 1 to the Children and Young Persons Act 1933 or Schedule 1 to the Criminal Procedure (Scotland) Act 1995;

546.7 he has been convicted in the United Kingdom of a criminal offence other than murder, and has been sentenced to a term of imprisonment of over six months;

546.8 subject to clause 550 he has been convicted elsewhere of an offence which would, if committed in England and Wales -

546.8.1 constitute murder, or

546.8.2 constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over six months;

546.9 he or it has-

546.9.1 been adjudged bankrupt or had sequestration of his estate awarded unless (in either case) he has been discharged or the bankruptcy order has been annulled;

546.9.2 been made the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986, unless that order has ceased to have effect or has been annulled;

546.9.3 made a composition or arrangement with, or granted a trust deed for, his or its creditors unless he or it has been discharged in respect of it;

546.9.4 been wound up under Part IV of the Insolvency Act 1986;

546.9.5 had an administrator, administrative receiver or receiver appointed in respect of it; or

546.9.6 had an administration order made in respect of it under Schedule B1 to the Insolvency Act 1986.

546.10 that person is a partnership and-

546.10.1 a dissolution of the partnership is ordered by any competent court, tribunal or arbitrator, or

546.10.2 an event happens that makes it unlawful for the business of the partnership to continue, or for members of the partnership to carry on in partnership together;

546.11 he has been-

546.11.1 removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commissioners or the High Court on the grounds of any misconduct or mismanagement in the administration of the charity for which he was responsible or to which he was privy, or which he by his conduct contributed to or facilitated;

546.11.2 removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990, from being concerned in the management or control of any body;

546.12 he is subject to a disqualification order under the Company Directors Disqualification Act 1986, the Companies (Northern Ireland) Order 1986 or to an order made under section 429(2)(b) of the Insolvency Act 1986;

546.13 he has refused to comply with a request by the LHB for him to be medically examined on the grounds that it is concerned that he is incapable of adequately providing services under the Contract and, in a case where the

Contract is with two or more individuals practising in partnership or with a company, the LHB is not satisfied that the Contractor is taking adequate steps to deal with the matter.

547 The LHB shall not terminate the Contract pursuant to clause 546.3 where the LHB is satisfied that the disqualification or suspension imposed by a *licensing body* outside the United Kingdom does not make the person unsuitable to be a Contractor, a partner, a person legally and beneficially holding a share in the company, or a director or secretary of the company, as the case may be.

548 The LHB shall not terminate the Contract pursuant to clause 545.4 until a period of at least three months has elapsed since the date of the dismissal of the person concerned; or if, during that period of time, the person concerned brings proceedings in any competent tribunal or court in respect of his dismissal, until proceedings before that tribunal or court are concluded. The LHB may only terminate the Contract in the latter situation if there is no finding of unfair dismissal at the end of those proceedings.

549 [Where the LHB has entered into the Contract-

549.1 following a *default contract* with the Contractor; or

549.2 pursuant to an entitlement on the part of the Contractor under Part 2 of *the Transitional Order*, after 31st March 2004 other than following a *default contract*,

clause 545 shall apply as if it enabled the LHB to serve notice of termination on the Contractor on the grounds of a person falling within clause 546.4 at any time after 31st March 2004.]⁹⁹

550 The LHB shall not terminate the Contract pursuant to clause 546.8 where the LHB is satisfied that the conviction does not make the person unsuitable to be a Contractor, a partner, a person legally and beneficially holding a share in the company, or a director or secretary of the company, as the case may be.

Termination by the LHB for a serious breach

551 The LHB may serve notice in writing on the Contractor terminating the Contract forthwith or with effect from such date as may be specified in the notice if-

551.1 the Contractor has breached the Contract and the LHB considers that as a result of that breach, the safety of the Contractor's patients is at serious risk if the Contract is not terminated; or

551.2 the Contractor's financial situation is such that the LHB considers that the LHB is at risk of material financial loss.

Termination by the LHB: remedial notices and breach notices

552 Where the Contractor has breached the Contract other than as specified in clauses 538 to 552 and the breach is capable of remedy, the LHB shall, before taking any action it is otherwise entitled to take by virtue of the Contract, serve a notice on the Contractor requiring it to remedy the breach ("remedial notice").

⁹⁹ This clause only needs to be included if the Contractor falls within 549.1.or 549.2. If not, this clause can be deleted.

553 A remedial notice shall specify-

553.1 details of the breach;

553.2 the steps the Contractor must take to the satisfaction of the LHB in order to remedy the breach; and

553.3 the period during which the steps must be taken (“the notice period”).

554 The notice period shall, unless the LHB is satisfied that a shorter period is necessary to protect the safety of the Contractor’s patients or protect itself from material financial loss, be no less than 28 days from the date that notice is given.

555 Where the LHB is satisfied that the Contractor has not taken the required steps to remedy the breach by the end of the notice period, the LHB may terminate the Contract with effect from such date as the LHB may specify in a further notice to the Contractor.

556 Where the Contractor has breached the Contract other than as specified in clauses 538 to 551 and the breach is not capable of remedy, the LHB may serve notice on the Contractor requiring it not to repeat the breach (“breach notice”).

557 If, following a breach notice or a remedial notice, the Contractor-

557.1 repeats the breach that was the subject of the breach notice or the remedial notice; or

557.2 otherwise breaches the Contract resulting in either a remedial notice or a further breach notice,

the LHB may serve notice on the Contractor terminating the Contract with effect from such date as may be specified in that notice.

558 The LHB shall not exercise its right to terminate the Contract under the previous clause unless it is satisfied that the cumulative effect of the breaches is such that it would be prejudicial to the efficiency of the services to be provided under the Contract to allow the Contract to continue.

559 If the Contractor is in breach of any obligation and a breach notice or a remedial notice in respect of that default has been given to the Contractor, the LHB may withhold or deduct monies which would otherwise be payable under the Contract in respect of that obligation which is the subject of the default.

Termination by the LHB: additional provisions specific to Contracts with companies limited by shares¹⁰⁰

560 If the LHB becomes aware that the Contractor is carrying on any business which the LHB considers to be detrimental to the Contractor's performance of its obligations under the Contract-

560.1 the LHB shall be entitled to give notice to the Contractor requiring that it ceases carrying on that business before the end of a period of not less than 28 days beginning on the day on which the notice is given ("the notice period"); and

¹⁰⁰ If the Contractor is not a company limited by shares, this clause should be deleted.

560.2 if the Contractor has not satisfied the LHB that it has ceased carrying on that business by the end of the notice period, the LHB may, by a further written notice, terminate the Contract forthwith or from such date as may be specified in the notice.

Termination by the LHB: additional provisions specific to Contracts with two or more individuals practising in partnership¹⁰¹

561 Where the Contractor is two or more persons practising in partnership, the LHB shall be entitled to terminate the Contract by notice in writing on such date as may be specified in that notice where one or more partners have left the practice during the existence of the Contract if in its reasonable opinion, the LHB considers that the change in membership of the partnership is likely to have a serious adverse impact on the ability of the Contractor or the LHB to perform its obligations under the Contract.

562 A notice given to the Contractor pursuant to clause 564 shall specify-

562.1 the date upon which the Contract is to be terminated; and

562.2 the LHB's reasons for considering that the change in the membership of the partnership is likely to have a serious adverse impact on the ability of the Contractor or the LHB to perform its obligations under the Contract.

Contract sanctions

563 In clauses 564, 572, 578 and 579, "contract sanction" means-

563.1 termination of specified reciprocal obligations under the Contract;

¹⁰¹ If the Contractor is not two or more individuals practising in partnership, this clause should be deleted.

563.2 suspension of specified reciprocal obligations under the Contract for a period of up to six months; or

563.3 withholding or deducting monies otherwise payable under the Contract.

564 Where the LHB is entitled to terminate the Contract pursuant to clauses 544, 545, 551, 555 and 557, it may instead impose any of the contract sanctions if the LHB is reasonably satisfied that the contract sanction to be imposed is appropriate and proportionate to the circumstances giving rise to the LHB's entitlement to terminate the Contract.

565 The LHB shall not, under clause 564, be entitled to impose any contract sanction that has the effect of terminating or suspending any obligation to provide, or any obligation that relates to, *essential services*.

566 If the LHB decides to impose a contract sanction, it must notify the Contractor of the contract sanction that it proposes to impose, the date upon which that sanction will be imposed and provide in that notice an explanation of the effect of the imposition of that sanction.

567 Subject to clauses 569 to 572, the LHB shall not impose the contract sanction until at least 28 days after it has served notice on the Contractor pursuant to clause 566 unless the LHB is satisfied that it is necessary to do so in order to protect the safety of the Contractor's patients, or protect itself from material financial loss.

568 Where the LHB imposes a contract sanction, the LHB shall be entitled to charge the Contractor the reasonable costs of additional administration that

the LHB has incurred in order to impose, or as a result of imposing, the contract sanction.

Contract sanctions and the *NHS dispute resolution procedure*

569 If there is a dispute between the LHB and the Contractor in relation to a contract sanction that the LHB is proposing to impose, the LHB shall not, subject to clause 572, impose the proposed contract sanction except in the circumstances specified in clause 570.1 or 570.2.

570 If the Contractor refers the dispute relating to the contract sanction to the *NHS dispute resolution procedure* within 28 days beginning on the date on which the LHB served notice on the Contractor in accordance with clause 566 (or such longer period as may be agreed in writing with the LHB), and notifies the LHB in writing that it has done so, the LHB shall not impose the contract sanction unless-

570.1 there has been a determination of the dispute pursuant to paragraph 101 of Schedule 6 to *the Regulations* and that determination permits the LHB to impose the contract sanction; or

570.2 the Contractor ceases to pursue the *NHS dispute resolution procedure*,

whichever is the sooner.

571 If the Contractor does not invoke the *NHS dispute resolution procedure* within the time specified in clause 570, the LHB shall be entitled to impose the contract sanction forthwith.

572 If the LHB is satisfied that it is necessary to impose the contract sanction before *the NHS dispute resolution procedure* is concluded in order to protect the

safety of the Contractor's patients or protect itself from material financial loss, the LHB shall be entitled to impose the contract sanction forthwith, pending the outcome of that procedure.

Termination and the *NHS dispute resolution procedure*

573 Where the LHB is entitled to serve written notice on the Contractor terminating the Contract pursuant to clauses 544, 545, 551, 555, 557 or 561, the LHB shall, in the notice served on the Contractor pursuant to those clauses, specify a date on which the Contract terminates that is not less than 28 days after the date on which the LHB has served that notice on the Contractor unless clause 584 applies.

574 This clause applies if the LHB is satisfied that a period less than 28 days is necessary in order to protect the safety of the Contractor's patients or protect itself from material financial loss.

575 In a case falling within clause 573 where the exception in clause 574 does not apply, where the Contractor invokes the *NHS dispute resolution procedure* before the end of the period of notice referred to in clause, and it 573 notifies the LHB in writing that it has done so, the Contract shall not terminate at the end of the notice period but instead shall only terminate in the circumstances specified in clause 576.

576 The Contract shall only terminate pursuant to this clause if and when there has been a determination of the dispute pursuant to paragraph 99 of Schedule 6 to *the Regulations* and that determination permits the LHB to terminate the Contract or the Contractor ceases to pursue the *NHS dispute resolution procedure*, whichever is the sooner.

577 If the LHB is satisfied that it is necessary to terminate the Contract before the *NHS dispute resolution procedure* is concluded in order to protect the safety of the Contractor's patients or protect itself from material financial loss, clauses 575 and 576 shall not apply and the LHB shall be entitled to confirm by written notice to be served on the Contractor, that the Contract will nevertheless terminate at the end of the period of the notice it served pursuant to clauses 544, 545, 551, 555 or 557.

Consultation with the *Local Medical Committee*

578 whenever the LHB is considering terminating the Contract pursuant to clauses 544, 545, 551, 555, 563, 560 or 561 or imposing a contract sanction, it shall, whenever it is reasonably practicable to do so, consult the *Local Medical Committee* (if any) for its area before it terminates the Contract or imposes a contract sanction.

579 Whether or not the *Local Medical Committee* has been consulted pursuant to clause 578, whenever the LHB imposes a contract sanction on the Contractor or terminates the Contract pursuant to this Part, it shall, as soon as reasonably practicable, notify the *Local Medical Committee* in writing of the contract sanction imposed or of the termination of the Contract (as the case may be). The obligation to notify the *Local Medical Committee* of the matters set out in this clause shall survive the termination of the Contract.

Consequences of termination¹⁰²

580 The termination of the Contract, for whatever reason, is without prejudice to the accrued rights of either party under the Contract.

¹⁰² The parties are required to make suitable provision for arrangements on the termination of the Contract, including the consequences (whether financially or otherwise) of the Contract ending, subject to any specific requirements of *the Regulations*: see paragraph 114 of Schedule

581 On the termination of the Contract for any reason, the Contractor shall-

581.1 subject to the requirements of this clause, cease performing any work or carrying out any obligations under the Contract;

581.2 co-operate with the LHB to enable any outstanding matters under the Contract to be dealt with or concluded in a satisfactory manner;

581.3 co-operate with the LHB to enable the Contractor's patients to be transferred to one or more other contractors or providers of *essential services* (or their equivalent), which shall include-

581.3.1 providing reasonable information about individual patients, and

581.3.2 delivering patient records

to such other appropriate person or persons as the LHB specifies.

581.4 deliver up to the LHB all property belonging to the LHB including all documents, forms, computer hardware and software, drugs, appliances or medical equipment which may be in the Contractor's possession or control;

582 Subject to clauses 583 to 584, the LHB's obligation to make payments to the Contractor in accordance with the Contract shall cease on the date of termination of the Contract.

583 On termination of the Contract or termination of any obligations under the Contract for any reason, the LHB shall perform a reconciliation of the

payments made by the LHB to the Contractor and the value of the work undertaken by the Contractor under the Contract. The LHB shall serve the Contractor with written details of the reconciliation as soon as reasonably practicable, and in any event no later than 28 days after the termination of the Contract.

584 If the Contractor disputes the accuracy of the reconciliation, the Contractor may refer the dispute to the *NHS dispute resolution procedure* in accordance with the terms of the Contract within 28 days beginning on the date on which the LHB served the Contractor with written details of the reconciliation. The parties shall be bound by the determination of the dispute.

585 Each party shall pay the other any monies due within three months of the date on which the LHB served the Contractor with written details of the reconciliation, or the conclusion of the *NHS dispute resolution procedure*, as the case may be.

586 The obligations contained in clauses 580 to 585 shall continue to apply notwithstanding the termination of the Contract.

PART 26

NON-SURVIVAL OF TERMS¹⁰³

587 Unless expressly provided, no term of this Contract shall survive expiry or termination of this Contract. Express provision is made in relation to-

587.1 clauses 422 and 423 (patient records);

587.2 Part 18 (fees and charges);

587.3 Part 23 (complaints);

587.4 Part 24 (dispute resolution procedures);

587.5 clause 574 (notifications to the *Local Medical Committee*);

587.6 clauses 580 to 585 (consequences of termination); and

587.7 clauses 590 and 591 (governing law and jurisdiction).

ENTIRE AGREEMENT¹⁰⁴

588 Subject to Part 10 (opts outs of *additional* and *out of hours services*), clauses 371, 380, and 401 and any variations made in accordance with Part 25, this Contract constitutes the entire agreement between the parties with respect to its subject matter.

¹⁰³ This clause is not required by *the Regulations*, but is recommended.

¹⁰⁴ This clause is not required by *the Regulations*, but is recommended.

589 The Contract supersedes any prior agreements, negotiations, promises, conditions or representations, whether written or oral, and the parties confirm that they did not enter into the Contract on the basis of any representations that are not expressly incorporated into the Contract. However, nothing in this Contract purports to exclude liability on the part of either party for fraudulent misrepresentation.

GOVERNING LAW AND JURISDICTION¹⁰⁵

590 This Contract shall be governed by and construed in accordance with the law of England and Wales.

591 Without prejudice to the dispute resolution procedures contained in this Contract, in relation to any legal action or proceedings to enforce this Contract or arising out of or in connection with this Contract, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

592 Clauses 590 and 591 shall continue to apply notwithstanding the termination of the Contract.

WAIVER, DELAY OR FAILURE TO EXERCISE RIGHTS¹⁰⁶

593 The failure or delay by either party to enforce any one or more of the terms or conditions of this Contract shall not operate as a waiver of them, or of the right at any time subsequently to enforce all terms and conditions of this Contract.

FORCE MAJEURE¹⁰⁷

¹⁰⁵ This clause is not required by *the Regulations*, but is recommended.

¹⁰⁶ This clause is not required by *the Regulations*, but is recommended.

594 Neither party shall be responsible to the other for any failure or delay in performance of its obligations and duties under this Contract which is caused by circumstances or events beyond the reasonable control of a party. However, the affected party must promptly on the occurrence of such circumstances or events:

594.1 inform the other party in writing of such circumstances or events and of what obligation or duty they have delayed or prevented being performed; and

594.2 take all action within its power to comply with the terms of this Contract as fully and promptly as possible.

595 Unless the affected party takes such steps, clause 596 shall not have the effect of absolving it from its obligations under this Contract. For the avoidance of doubt, any actions or omissions of either party's personnel or any failures of either party's systems, procedures, premises or equipment shall not be deemed to be circumstances or events beyond the reasonable control of the relevant party for the purposes of this clause, unless the cause of failure was beyond reasonable control.

596 If the affected party is delayed or prevented from performing its obligations and duties under the Contract for a continuous period of 3 months, then either party may terminate this Contract by notice in writing within such period as is reasonable in the circumstances (which shall be no shorter than 28 days).

597 The termination shall not take effect at the end of the notice period if the affected party is able to resume performance of its obligations and duties

¹⁰⁷ This clause is not required by the Regulations, but is recommended.

under the Contract within the period of notice specified in accordance with clause 596 above, or if the other party otherwise consents.

SEVERANCE¹⁰⁸

598 Subject to clauses 559 and 560, if any term of this Contract, other than a *mandatory term*, is held to be invalid, illegal or unenforceable by any court, tribunal or other competent authority, such term shall, to the extent required, be deemed to be deleted from this Contract and shall not affect the validity, lawfulness or enforceability of any other terms of the Contract.

599 If, in the reasonable opinion of either party, the effect of such a deletion is to undermine the purpose of the Contract or materially prejudice the position of either party, the parties shall negotiate in good faith in order to agree a suitable alternative term to replace the deleted term or a suitable amendment to the Contract.

600 If the parties are unable to reach agreement as to the suitable alternative term or amendment within a reasonable period of commencement of the negotiations, then the parties may refer the dispute for determination in accordance with the *NHS dispute resolution procedure* set out in clauses 507 to 514.

SERVICE OF NOTICE¹⁰⁹

601 Save as otherwise specified in this Contract or where the context otherwise requires, any notice or other information required or authorised by this Contract to be given by either party to the other party must be in writing and may be served:

¹⁰⁸ This clause is not required by *the Regulations*, but is recommended.

¹⁰⁹ This clause is not required by *the Regulations*, but is recommended.

601.1 personally;

601.2 by post, or in the case of any notice served pursuant to Part 25, registered or recorded delivery post;

601.3 by telex, or facsimile transmission (the latter confirmed by telex or post);

601.4 unless the context otherwise requires and except in clause 514, electronic mail; or

601.5 by any other means which the LHB specifies by notice to the Contractor.

602 Any notice or other information shall be sent to the address specified in the Contract or such other address as the LHB or the Contractor has notified to the other.

603 Any notice or other information shall be deemed to have been served or given:

603.1 if it was served personally, at the time of service;

603.2 if it was served by post, two *working days* after it was posted; and

603.3 if it was served by telex, electronic mail or facsimile transmission, if sent during *normal hours* then at the time of transmission and if sent outside *normal hours* then on the following *working day*.

604 Where notice or other information is not given or sent in accordance with clauses 601 to 603, such notice or other information is invalid unless the person receiving it elects, in writing, to treat it as valid.

SCHEDULE 1¹¹⁰ (INDIVIDUAL)

Part 1

The LHB whose name, address, telephone number, fax number and email address (if any) is:

Part 2

The Contractor is a medical practitioner whose name, address, telephone number, fax number (if any) and email address (if any)¹¹¹ is:

If there is any change to the addresses and contact details specified in Part 1 or Part 2 of this Schedule, the party whose details have changed must give notice in writing to the other party as soon as is reasonably practicable.

¹¹⁰ Please use this form of Schedule if the Contractor is an individual medical practitioner.

¹¹¹ Please provide the address to which official correspondence and notices should be sent..

SCHEDULE 1¹¹² (PARTNERSHIP)

Part 1

The LHB whose name, address, telephone number, fax number and email address (if any) is:

Part 2

The Contractor is a [limited]¹¹³ partnership under the name of []
carrying on business at [address of place of business]

The telephone number, fax number (if any) and email address (if any) of the Contractor are as follows:-

[insert details here]

If there is any change to the addresses and contact details specified in Part 1 or Part 2 of this Schedule, the party whose details have changed must give notice in writing to the other party as soon as is reasonably practicable.

The names of the partners at the date of signature of this Contract are:

¹¹² Please use this form of Schedule if the Contractor is a general or *limited partnership*.

	GENERAL / LIMITED ¹¹⁴
	GENERAL / LIMITED
	GENERAL / LIMITED
	GENERAL / LIMITED
	GENERAL / LIMITED
	GENERAL / LIMITED
	GENERAL / LIMITED
	GENERAL / LIMITED

The Contract is made with the partnership as it is from time to time constituted and shall continue to subsist notwithstanding:

- (1) the retirement, death or expulsion of any one or more partners; and/or
- (2) the addition of any one or more partners.¹¹⁵

The Contractor shall ensure that any person who becomes a member of the partnership after the Contract has come into force is bound automatically by the Contract whether by virtue of a partnership deed or otherwise.

¹¹³ Please delete if this is not applicable. Regulation 11(b)(i) of *the Regulations* requires that the Contract specify in the case of a partnership whether or not it is a *limited partnership*.

¹¹⁴ Please delete whichever is not applicable. Regulation 11(b)(ii) requires that the Contract specify in the case of a partnership the names of the partners and, in the case of a *limited partnership*, their status as a general or limited partner.

¹¹⁵ This provision is required by Regulation 13 of *the Regulations*.

SCHEDULE 1¹¹⁶ (COMPANY)

Part 1

The LHB whose name, address, telephone number, fax number and email address (if any) is:

Part 2

The Contractor is a company limited by shares whose name and registered office is:

The address to which official correspondence and notices may be sent is, and the contact telephone number, fax number (if any) and email address (if any) is:

¹¹⁶ Please use this form of Schedule if the Contractor is a company limited by shares.



If there is any change to the addresses and contact details specified in Part 1 or Part 2 of this Schedule, the party whose details have changed must give notice in writing to the other party as soon as is reasonably practicable.

SCHEDULE 2

SIGNATURES OF THE PARTIES TO THE AGREEMENT

Signed by

For and on behalf of the LHB

Signed by

In the presence of

[The Contract must be signed by a person with power to bind the Contractor. If the Contractor is a partnership, it is recommended that all of the partners comprising the partnership at the date the Contract is signed (whether those partners are general partners or limited partners) sign the Contract]

SCHEDULE 3

INFORMATION TO BE INCLUDED IN PRACTICE LEAFLETS

A practice leaflet shall include –

1. The name of the Contractor.
2. In the case of a Contract with a partnership –
 - (a) whether or not it is a *limited partnership*; and
 - (b) the names of all the partners and, in the case of a *limited partnership*, their status as a general or limited partner.
3. In the case of a Contract with a company –
 - (a) the names of the directors, the company secretary and the shareholders of that company; and
 - (b) the address of the company's registered office.
4. The full name of each person performing services under the Contract.
5. In the case of each *health care professional* performing services under the Contract his professional qualifications.
6. Whether the Contractor undertakes the teaching or training of *health care professionals* or persons intending to become *health care professionals*.
7. The contractor's *practice area*, by reference to a sketch diagram, plan or postcode.
8. The address of each of the *practice premises*.
9. The Contractor's telephone and fax numbers and the address of its website (if any).
10. Whether the *practice premises* have suitable access for all disabled patients and, if not, the alternative arrangements for providing services to such patients.
11. How to register as a patient.
12. The right of patients to express a preference of practitioner in accordance with clause 185 and the means of expressing such a preference.

13. The services available under the Contract.
14. The opening hours of the *practice premises* and the method of obtaining access to services throughout the *core hours*.
15. The criteria for home visits and the method of obtaining such a visit.
16. The consultations available to patients under clauses 35 and 36, and 37 and 38.
17. The arrangements for services in the *out of hours period* and how the patient may contact such services.
18. If the services in paragraph 17 are not provided by the Contractor, the fact that the LHB referred to in paragraph 28 is responsible for commissioning the services.
19. The name and address of any local *walk-in centre* .
20. The telephone number of NHS Direct and details of NHS Direct online.
21. The method by which patients are to obtain repeat prescriptions.
22. If the Contractor offers repeatable prescribing services, the arrangements for providing such services.
23. If the Contractor is a dispensing contractor the arrangements for dispensing prescriptions.
24. How patients may make a complaint or comment on the provision of service.
25. The rights and responsibilities of the patient, including keeping appointments.
26. The action that may be taken where a patient is violent or abusive to the Contractor, its staff or other persons present on the *practice premises* or in the place where treatment is provided under the Contract or other persons specified in clause 203.
27. Details of who has access to patient information (including information from which the identity of the individual can be ascertained) and the patient's rights in relation to disclosure of such information.
28. The name, address and telephone number of the LHB and from whom details of primary medical services in the area may be obtained.

SCHEDULE 4
REPEAT DISPENSING FORMS

PART 1
REPEATABLE PRESCRIPTION

Pharmacy Stamp	Age DoB	Title, Forename, Surname & Address	
Number of days treatment NB. Ensure dose is stated			
	[GP] or [NURSE] or [PHARMACIST] ¹¹⁷ REPEAT DISPENSING Authorising no. of issues = [example] 12	OFFICE USE RA	
<i>[TO BE SIGNED BY PRESCRIBER]</i>		<i>[DATE]</i>	
<input type="checkbox"/> <input checked="" type="checkbox"/>	<i>[prescriber's and the Contractor's name, address and telephone no.]</i> LHB NAME CODE		RA

¹¹⁷ When using the repeatable prescription, one of the square bracketed options should be selected in order to reflect the status of the prescriber.

PART 2
BATCH ISSUE

Pharmacy Stamp	Age DoB	Title, Forename, Surname & Address	
Number of days treatment NB. Ensure dose is stated			
	[GP] or [NURSE] or [PHARMACIST] ¹¹⁸ REPEAT DISPENSING		OFFICE USE RD
Repeat dispensing: [example] 6 of 12		<i>[print the date repeats authorised]</i>	[example] 6
<input type="checkbox"/> <input checked="" type="checkbox"/>	<i>[prescriber's and Contractor's name, address and telephone no.]</i> LHB NAME CODE		RD

¹¹⁸ When using the form in this Schedule, one of the square bracketed options should be selected in order to reflect the status of the prescriber.

SCHEDULE 5
CLOSURE NOTICE

Application for List Closure	
<i>From: Name of Contractor</i>	<i>To: Name of Local Health Board</i>
	Date:

In accordance with paragraph 29 of Schedule 6 to the National Health Service (general Medical Services Contracts) Regulations 2004, on behalf of the above named contractor I/we wish to make of formal application for our list to be closed to new patients and assignments , as follows:

(1) Length of period of closure (which may not exceed 12 months and, in the absence of any agreement, shall be 12 months)	
(2) Date from which closure will take effect	
(3) Date from which closure will cease to have effect	
(4) Current number of registered patients	
(5) Reduction in terms of either a percentage of the number indicated in (4) above or an actual number of patients which would trigger a re-opening (or suspension of list closure) of the list	
(6) Increase in terms of either a percentage of the number indicated in (4) above or an actual number of patients which would trigger a re-closure (or lifting of the suspension of list closure) of the list	
(7) Any withdrawal or reduction of additional or enhanced services	

Signed.....

For [*Name of Contractor*]

Standard General Medical Services Contract (xx03.06)

SCHEDULE 6

PLAN FOR IMPROVEMENT OF PREMISES

SCHEDULE 7
PAYMENT SCHEDULE