

**DATED [ to be inserted ] 2007**

**PERSONAL MEDICAL SERVICES AGREEMENT**

**BETWEEN**

**SUFFOLK PRIMARY CARE TRUST**

**AND**

**[to be inserted ]**

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[ DN: The table of contents will need to be updated once the contract has been finalised ]

**THIS AGREEMENT** is made on the                    day of                    2007

**BETWEEN**

- (1) The Primary Care Trust whose name and address appears at Schedule 1 to this Agreement (called “the PCT”) and
- (2) The contractor(s) whose name(s) appear(s) at Schedule 1 to this Agreement (called “the Contractor”)

**BACKGROUND**

- A. The PCT is a statutory body established by orders made pursuant to section 18 of the National Health Service Act 2006. It is the duty of the PCT to exercise its powers so as to provide or secure the provision of primary medical services within its area.
- B. In order to achieve this object, the PCT was originally empowered by the National Health Service Act 1977 and is now empowered by the National Health Service Act 2006, and the regulations made thereunder, to enter into a personal medical services agreement with specified categories of person.
- C. The Contractor falls within one of the specified categories of person.
- D. The PCT and the Contractor wish to enter into a personal medical services agreement under which the Contractor is to provide primary medical services and other services in accordance with the provisions of this Agreement.

## **PART 1**

### **DEFINITIONS AND INTERPRETATION**

**1** The following terms and phrases shall have the following meanings for the purposes of this **Agreement:**

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

“the Act” means the National Health Service Act 2006;

“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
- (g) minor surgery;

“adjudicator” means the Secretary of State or a person or persons appointed by the Secretary of State under section 4(5) of the 1990 Act or paragraph 95(5) of Schedule 5 to the Regulations;

“advanced electronic signature” means an electronic signature which is:

- (a) uniquely linked to the signatory,
- (b) capable of identifying the signatory,

- (c) created using means that the signatory can maintain under his sole control, and
- (d) linked to the data to which it relates in such a manner that any subsequent change of data is detectable;”

“agreement” means this Agreement between the PCT and the Contractor named in Schedule 1;

“appliance” means an appliance which is included in a list for the time being approved by the Secretary of State for the purposes of section 126 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;

“assessment panel” means a committee or sub-committee of a Primary Care Trust (other than the PCT) appointed to exercise functions under paragraphs 30 and 34 of Schedule 5 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 PCT and issued by a repeatable prescriber at the same time as a non-electronic repeatable prescription to enable a chemist to receive payment for the provision of repeat dispensing services which is in the format set out in respect of form FP1OSS batch issue in the document issued by the Prescription Pricing Authority entitled “Prescription Form Overprint Specifications – GP System Prescription Overprint Specification”, version 1 dated June 2004, and which:

- (a) is generated by a computer and not signed by a repeatable prescriber,
- (b) relates to a particular non-electronic 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 non-electronic 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;

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

“chemist” means:

(a) a registered pharmacist,

(b) 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 Primary Care Trust or a Local Health Board under section 129 of the Act, or who provides local pharmaceutical services in accordance with LPS arrangements;

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

“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;

“Commencement Date” means the date on which this Agreement comes into force as set out in clause 24;

“Contractor’s list of patients” means the list prepared and maintained by the PCT under clause 123;

“core hours” means the times when the Contractor is required to provide services pursuant to this contract, and more particularly set out in Schedule 2B to this Contract;

“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);

“dispenser” means a chemist, medical practitioner or contractor whom a patient wishes to dispense his electronic prescriptions;

“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 60 of the Pharmaceutical Regulations;

“Drug Tariff” has the same meaning as in regulation 56 of the Pharmaceutical Regulations;

“electronic communication” has the same meaning as in section 15 of the Electronic Communications Act 2000

“electronic prescription” means an electronic prescription form or an electronic repeatable prescription;

“electronic prescription form” means a prescription form which falls within paragraph (b) of the definition of “prescription form”;

“electronic repeatable prescription” means a prescription which falls within paragraph (a)(ii) of the definition of “repeatable prescription”;

“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 generally needs to provide in relation to that service or element of service;

“essential services” means the services described in regulation 15(3), (5), (6) and (8) of the General Medical Services Contracts Regulations;

“ETP service” means the electronic prescription service which forms part of the “NHS Care Record Service”;

“FHSAA” means the Family Health Services Appeal Authority constituted under section 49S of the 1977 Act, which now continues pursuant to s169 of the Act;

“general medical practitioner” means a medical practitioner whose name is included in the General Practitioner Register pursuant to Article 10 of the 2003 Order otherwise than by virtue of paragraph 1(d) of Schedule 6 to that Order:

“General Medical Services Contract Regulations” means the National Health Services (General Medical Services Contracts) Regulations 2004, (as amended from time to time);

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

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

- (a) until the coming into force 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 for General Practice under regulation 7 of the National Health Service (Vocational Training for General Medical Practice) Regulations 1997, 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 award of a CCT or otherwise;

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

“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 93 of the Act, and “health care profession” shall be construed accordingly;

“the health service” means the health services 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:
  - i. the guardian, or
  - ii. 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 Agreement;
- (b) who is registered in the Nursing and Midwifery Register; and
- (c) against whose name in that register is recorded an annotation signifying that he is qualified to order drugs, medicines and appliances as a community practitioner nurse prescriber, a nurse independent prescriber or as a nurse independent/supplementary prescriber;

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

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

“the Link” means the conduit for providing Electronic Data Interchange (EDI) across the NHS net between GP practices and PCTs for the purpose of transmitting patient registration details to PCTs so that PCT patient registers can be updated.

“Local Medical Committee” means a committee recognised under section 97 of the Act;

“local pharmaceutical services” has the same meaning as in regulation 2 of the National Health Service (Local Pharmaceutical Services and Pharmaceutical Services) Regulations 2002;

“LPS arrangements” means arrangements made under a pilot scheme established under section 28 of the Health and Social Care Act 2001;

“medical card” means a card issued by a Primary Care Trust, Local Health Board, 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 and published by a Primary Care Trust pursuant to regulations 3(1) of the National Health Service (Performers List) Regulations 2004;

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

“national disqualification” means:

- (a) a decision made by the FHSAA under section 159 of the Act or formerly section 49N of the 1977 Act (national disqualification) or under regulations corresponding to that section made under sections 91 and 106 of the Act or formerly section 28X(4) of the 1977 Act (persons performing primary medical and dental services),
- (b) a decision under provisions in force in Scotland or Northern Ireland corresponding to section 159 of the Act or section 49N of the 1977 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 Care Record” means the records relating to an individual patient held by the NHS Care Record Service;

“NHS Care Record Service” means the information technology systems procured by the Department of Health and used by the health service to hold medical records relating to patients”

“NHS trust” in relation to Scotland means a NHS trust established under the National Health Service (Scotland) Act 1978;

“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 95 and 96 of Schedule 5 to the Regulations; or
- (b) a case to which paragraph 35 of Schedule 5 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;

“nominated dispenser” means a chemist, medical practitioner or contractor whom a patient has nominated in his NHS Care Record to dispense his electronic prescriptions;

“non-electronic prescription form” means a prescription form which falls within paragraph (a) of the definition of “prescription form”;

“non-electronic repeatable prescription” means a prescription which falls within paragraph (a)(i) of the definition of repeatable prescription”;

“normal hours” means except in Schedule 6 of the Regulations, those days and hours being the days on which and the times at which services under the Agreement 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 124 to 129;

“out of hours period” means the times that the Contractor is not required to provide services pursuant to this contract, being those times which are not core hours as set out in Schedule 2B

“out of hours services” means services required to be provided in all or part of the out of hours period which would be essential services if provided by a Contractor to its registered patients in core hours

“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 as part of its obligation to provide essential services, and
- (d) any other person to whom the Contractor has agreed to provide services under the Agreement;

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

“PCT Patients’ Forum” means a Patients’ Forum established for the PCT under section 15 of the National Health Service Reform and Health Care Professions Act 2002;

“personal number” means a telephone number which starts with the number 070 followed by a further 8 digits;

“Pharmaceutical Regulations” means the National Health Service (Pharmaceutical Services) Regulations 2005;

“pharmacist independent prescriber” means a person

- (a) who is either engaged or employed by the Contractor or is party to the Agreement,

(b) who is registered in the Register of Pharmaceutical Chemists 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, and

(c) against whose name in that register is recorded an annotation signifying that he is qualified to order drugs, medicines and appliances as a pharmacist independent prescriber;

“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 Agreement;

“practice area” means the area referred to in clause 119 and shown on the plan at Schedule 9;

“practice leaflet” means a leaflet drawn up in accordance with clause 339;

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

“prescriber” means:

- (a) a medical practitioner;
- (aa) a pharmacist independent prescriber;
- (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 Agreement;

“prescription form” means:

- (a) a form provided by the PCT and issued by a prescriber, or

- (b) where clause 229A applies, data that are created in an electronic form, signed with a prescriber's advanced electronic signature and transmitted as an electronic communication to the ETP service,

to enable a person to obtain pharmaceutical services or local pharmaceutical services and does not include a repeatable prescription;

"prescription only medicine" means a medicine referred to in article 3 of the POM Order (medicinal products on prescription only);

"primary care list" means:

- (a) a list of persons performing primary medical, dental, ophthalmic or pharmaceutical services under sections 91, 106, 123 or 146 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 84, 100, 117 or 132 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 149 of the Act,
- (d) a services list referred to in section 8ZA of the National Health Service (Primary Care) Act 1997, or
- (e) 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
- (f) 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;

"qualifying body" means a qualifying body as defined under section 93(3) of the Act;

"Quality and Outcomes Framework" means the system set out in the GMS Statement of Financial Entitlements issued by the Secretary of State under section 87 of the Act;

“registered patient” means:

- (a) a person who is recorded by the PCT pursuant to paragraph 13 of Schedule 5 of the Regulations 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 PCT and who has not been notified by the PCT as having ceased to be on that list;

“the Regulations” means The National Health Service (Personal Medical Services Agreements) Regulations 2004 (S.I. 2004/627) as amended from time to time;

“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;

“relevant Strategic Health Authority” means the Strategic Health Authority established for an area which includes the area for which the PCT is established;

“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 prescriber” means a prescriber who is:

- (a) engaged or employed by a contractor which provides repeatable prescribing services under the terms of its agreement which give effect to clauses 230 to 237, or
- (b) a party to an agreement under which such services are provided.”

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

“repeatable prescription” means a prescription which:

- (a) either :
  - i. is contained in a form provided by the PCT and issued by a repeatable prescriber which is in the format set out in respect of form FP1OSS repeatable prescription (authorising form) in the document issued by the Prescription Pricing Authority entitled “Prescription Form Overprint Specifications – GP System prescription Overprint Specification”, version 1 dated June 2004, and which is generated by a computer and signed in ink by a repeatable prescriber; or
  - ii. where clause 229A applies, consists of data that are created in an electronic form signed with a repeatable prescriber’s advanced electronic signature and transmitted as an electronic communication to the ETP service,
- (b) is issued or created to enable a person to obtain pharmaceutical services or local pharmaceutical services, and
- (c) indicates that the drugs, medicines or appliances ordered on that prescription 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 Secretary of State under section 126 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 Agreement, or
- (b) except where the conditions in clause 243 are satisfied, a drug, medicine or other substance which is specified in any directions given by the Secretary of State under section 126 of the Act as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes;

“the Secretary of State” means the Secretary of State for Health;

“supplementary prescriber” means a person who:

- (a) who is either engaged or employed by the Contractor or is a party to the Agreement;
- (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; or
  - iii. the register maintained in pursuance of Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976, and
  - iv. the part of the register maintained by the Health Professions Council in pursuance of Article 5 of the Health Professions Order 2001 relating to:
    - (aa) chiropodists and podiatrists;
    - (bb) physiotherapists; or
    - (cc) radiographers: diagnostic or therapeutic, or
    - v. the register of optometrists maintained by the General Optical Council in pursuance of section 7 of the Opticians Act 1989, 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 or, in the case of the Nursing and Midwifery Register, a nurse independent/supplementary prescriber;

“supply form” means a form provided by a Primary Care Trust 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;

“temporary resident” means a person accepted by the Contractor as a temporary resident under clauses 130 to 133 and for whom the Contractor’s responsibility has not been terminated in accordance with those clauses;

“the Transitional Order” means the General Medical Services and Personal Medical Services Transitional and Consequential Provisions Order 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 Secretary of State.

**2** In this **Agreement** unless the context otherwise requires:

- 2.1 Words denoting any gender include all genders and words denoting the singular include the plural and vice versa.
- 2.2 Reference to any person may include a reference to any firm, company or corporation and the use of the term “it” in relation to a Contractor shall be deemed to include a reference to a Contractor which is an individual or two or more persons contracting together to provide services under the agreement and related expressions shall be construed accordingly.
- 2.3 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.
- 2.4 The headings in this Agreement are inserted for convenience only and do not affect the construction or interpretation of this Agreement.
- 2.5 The schedules to this Agreement are and shall be construed as being part of this Agreement.
- 2.6 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 Agreement), and all statutory instruments or orders made pursuant to it.

2.7 Where, pursuant to the General Medical Services and Personal Medical Services Transitional and Consequential Provisions Order 2004:

2.7.1 any matter or act that took place, or

2.7.2 any notice that was served,

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

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

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

2.10 Where this Agreement 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 Agreement imposes an obligation on the PCT, the PCT 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 **Agreement**, the parties shall, so far as is possible, interpret the provisions of the **Agreement** consistently with the European Convention on Human Rights, EC law, the Regulations, the Transitional Order, the General Medical Services and Personal Medical Services Transitional and Consequential Provisions Order 2004 and any other relevant regulations or orders made under the Act.

**4** Where a particular clause is included in the **Agreement** but is not relevant to the Contractor because that clause relates to matters which do not apply to the Contractor, that clause is not relevant and has no application to the **Agreement**.

## **PART 2**

## RELATIONSHIP BETWEEN THE PARTIES

- 5 The **Agreement** 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 PCT. 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 PCT.
- 6 The PCT does not by entering into this **Agreement**, 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.
- 7 This **Agreement** does not create any right enforceable by any person not a party to it.
- 8 In complying with this **Agreement**, in exercising its rights under the **Agreement** and in performing its obligations under the **Agreement**, the Contractor must act reasonably and in good faith.
- 9 In complying with this **Agreement**, and in exercising its rights under the **Agreement** and in performing its obligations under the **Agreement**, the PCT must act reasonably and in good faith and as a responsible public body required to discharge its functions under the Act.
- 10 Clauses 8 and 9 above do not relieve either party from the requirement to comply with the express provisions of this **Agreement** and the parties are subject to all such express provisions.
- 11 The Contractor shall not give, sell, assign or otherwise dispose of the benefit of any of its rights under this **Agreement**, save in accordance with Schedule 1 and subject to specific provision made in clauses to this **Agreement**. The **Agreement** does not prohibit the Contractor from delegating its obligations arising under the **Agreement** where such delegation is expressly permitted by the **Agreement**.
- 12 The PCT may give, sell, assign or otherwise dispose of the benefit of its rights under this **Agreement** to another Primary Care Trust.

## **PART 3**

### **NHS CONTRACT**

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

### **RIGHT TO A GENERAL MEDICAL SERVICES CONTRACT**

**14** If the Contractor wishes a General Medical Services contract to be entered into pursuant to regulation 19 of the Regulations, it shall notify the PCT in writing at least 3 months before the date on which it wishes the general medical services contract to be entered into.

**15** A notice under clause 14 shall:

15.1 state that the Contractor wishes to terminate the Agreement and the date on which the Contractor wishes the Agreement to terminate which must be at least three months after the date of service of the notice;

15.2 subject to clause 15.3, give the name or names of the person or persons whom the contractor wishes the PCT to enter into a general medical services contract with; and

15.3 confirm that the person or persons so named meet the conditions set out in section 86 of the Act and regulations 4 and 5 of the General Medical Services Contracts Regulations or, where the Contractor is not able so to confirm, the reason why it is not able to do so and confirmation that the person or persons immediately prior to entering into the general medical services contract will meet those conditions.

**16** A person's name may only be given in a notice referred to in clause 14 if that person is a party to this **Agreement**.

**17** The PCT shall acknowledge receipt of the notice served under clause 14 within the period of 7 days beginning on the day that it received the notice.

- 18** Provided that the conditions set out in section 86 of the Act and regulations 4 and 5 of the General Medical Services Contracts Regulations are met, the PCT shall enter into a general medical services contract with the person or persons named in the notice served under clause 14.
- 19** In addition to the terms required by the Act and the General Medical Services Contracts Regulations, a general medical services contract entered into pursuant to regulation 19 shall provide for:
- 19.1 the general medical services contract to commence immediately after the termination of the agreement;
  - 19.2 the names of the patients included in the contractor's list of patients immediately before the termination of the agreement to be included in the first list of patients to be prepared and maintained by the PCT pursuant to paragraph 14 of Schedule 6 to the General Medical Services Contracts Regulations;
  - 19.3 the same services to be provided under the general medical services contract as were provided under the agreement immediately before it was terminated unless the parties otherwise agree; and
  - 19.4 the opt out of out of hours services referred to in clause 20 in accordance with the terms specified in Schedule 3 to the General Medical Services Contracts Regulations.
- 20** The out of hours services are the services which the contractor was providing under this **Agreement** pursuant to regulation 20 immediately before its termination and which the general medical services contract continues to require the contractor to provide.
- 21** The **Agreement** shall terminate on the date stated in the notice given by the contractor under clause 14, unless a different date is agreed by the Contractor and the PCT or no general medical services contract is entered into pursuant to regulation 19.
- 22** Where there is a dispute as to whether or not a person satisfies the conditions set out in section 86 of the Act or regulations 4 or 5 of the General Medical Services Contracts Regulations, the contractor may appeal to the FHSAA and the PCT shall be the respondent.

- 23** Any other dispute relating to regulation 19 shall be determined by the Secretary of State in accordance with regulation 9(2) and (3) of the General Medical Services Contracts Regulations and the parties to the dispute shall be the Contractor and the PCT.

## **PART 4**

### **COMMENCEMENT OF THE CONTRACT**

- 24** This **Agreement** shall commence on [ to be inserted ] . It supersedes any and all contractual relationships between the PCT and the Contractor in respect of the provision of primary medical services.

### **DURATION OF THE CONTRACT**

- 25** The **Agreement** shall subsist until it is terminated in accordance with the terms of this **Agreement** or the general law.
- 26** The **Agreement** is subject to an annual review as set out in Schedule 12 on or around the anniversary date of the Commencement Date of this **Agreement**.
- 27** The Contractor will provide essential services and those additional services set out in clauses 61 to 83, and the Other Mandatory Services set out in clause 83A, during Core Hours, from the Commencement Date until such time as the provision of services is varied by agreement between the PCT and the Contractor or until the termination of this **Agreement**, whichever is the sooner.
- 27A** The Contractor shall ensure the practice premises are open at all times during Core Hours, and shall ensure that the practice reception is staffed at all times during Core Hours, to enable patients to make appointments and access repeat prescriptions and that a duty doctor is available at all times in Core Hours. A Contractor may not sub-contract call handling during core hours without the prior written consent of the PCT, such consent only being provided in exceptional circumstances. Where a Contractor provides services from various premises, the Contractor and PCT shall agree which premises addresses must comply with this clause. All other variations to core hours as defined above must be agreed with the PCT prior to their implementation. Where a Contractor wishes to close the

premises for training purposes, such times and dates shall be agreed between the Contractor and PCT at least 14 days prior to the planned closure. Where a Contractor is unable to comply with this clause due to unforeseen circumstances including but not limited to staff sickness, the Contractor shall notify the PCT as soon as it becomes aware of the failure to open, and shall take all reasonable endeavours to secure the opening of the premises as soon as possible thereafter, including providing the PCT with access to open the premises in the absence of the Contractor..

**27B** If the Contractor wishes to alter the core hours when services are provided pursuant to this contract, he shall be entitled, after the first year of the Contract has elapsed, to serve notice on the PCT, giving at least 3 months notice of proposed new core hours.

27B.1 The PCT shall within 28 days of receipt of that notice, either

27B.1.1 approve it,

27B.1.2 reject it, or

27B.1.3 propose alternate core hours.

27B.2 If the notice is approved, the core hours shall be altered after a further 28 days, and a revised timetable of opening hours shall be included in Schedule 5.

27B.3 If the notice is rejected, the core hours shall not be altered.

27B.4 If the PCT propose alternate core hours, and these are accepted by the Contractor, then the core hours shall be altered after a further 28 days, and a revised timetable of opening hours shall be included in Schedule 5.

27B.5 If the Contractor does not accept the PCT proposed hours, then the core hours shall remain unchanged.

27B.6 The Contractor may only submit one notice per 12 month period to alter core hours.

**28** The Contractor will not provide Out of Hours Services.

## **PART 5**

## **WARRANTIES**

- 29** Each of the parties warrants that it has power to enter into this **Agreement** and has obtained any necessary approvals to do so.
- 30** The Contractor warrants that:
- 30.1 all information in writing provided to the PCT in seeking to become a party to this Agreement 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;
- 30.2 no information has been omitted which would make the information that was provided to the PCT materially misleading or inaccurate;
- 30.3 no circumstances have arisen which materially affect the truth and accuracy of such information;
- 30.4 it is not aware as at the date of this Agreement of anything within its reasonable control which may or will materially adversely affect its ability to fulfil its obligations under this Agreement.
- 31** The PCT warrants that:
- 31.1 all information in writing which it provided to the Contractor specifically to assist the Contractor to become a party to this Agreement was, when given, true and accurate in all material respects;
- 31.2 no information has been omitted which would make the information that was provided to the Contractor materially misleading or inaccurate;
- 31.3 no circumstances have arisen which materially affect the truth and accuracy of such information.
- 32** The PCT 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 **Agreement**.

## PART 6

### LEVEL OF SKILL

- 33 The Contractor shall carry out its obligations under the **Agreement** in a timely manner and with reasonable care and skill.

### PROVISION OF SERVICES

#### Premises

- 34 The address of each of the premises to be used by the Contractor or any sub-contractor for the provision of services under the **Agreement** is as follows:

Insert address(es)

- 34A For the avoidance of doubt, the list of addresses does not include the homes of patients or premises where services are provided on an emergency basis

- 35 Subject to any plan which is included in the **Agreement** pursuant to clause 36, the Contractor shall ensure that premises used for the provision of services under the **Agreement** are:

35.1 suitable for the delivery of those services; and

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

- 36 Where, on the date on which the **Agreement** was signed, the PCT is not satisfied that all or any of the premises specified in clause 34 met the requirements set out in clause 37 and consequently the PCT and the Contractor have together drawn up a plan (contained in Schedule 6 to this **Agreement**) which specifies:

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

36.2 any financial support that is available from the PCT; and

36.3 the timescale in which such steps will be taken.

**37** The Contractor shall comply with the plan specified in clause 36 and contained in Schedule 6 to this **Agreement** as regards the steps to be taken by the Contractor to meet the requirements in clause 35 and the timescale in which those steps will be taken.

### **Telephone services**

**37A** The Contractor shall not be a party to any contract or other arrangement under which the number for telephone services to be used by:

37A.1 patients to contact the practice for any purpose related to the Agreement or

37A.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.

**37B** In clause 37A, “personal number” means a telephone number which starts with the number 070 followed by a further 8 digits.

### **Attendance at practice premises**

**38** 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:

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

38.2 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**

**39** 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 **Agreement**, the Contractor shall provide services to that patient at whichever in its judgement is the most appropriate of the following places:

39.1 the place recorded in the patient's medical records as being his last home address;

39.2 such other place as the Contractor has informed the patient and the PCT is the place where it has agreed to visit and treat the patient;

39.3 some other place in the Contractor's practice area.

**40** Nothing in this clause or clause 39 prevents the Contractor from:

40.1 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

40.2 visiting the patient in circumstances where this clause does not place it under an obligation to do so.

### **Newly registered patients**

**40A** Where a patient has been accepted on the Contractor's list of patients under clauses 124 to 129 or assigned to that list by the PCT, the Contractor shall notify the PCT in writing within 5 working days of acceptance, by submitting a signed medical card or signed GMS1 card. In addition, the Contractor shall send the patient's demographic details via the Link within 5 working days of acceptance, in order that the patient's NHS number can be located automatically. The demographic details which must be provided, and which must be confirmed with the patient as part of the registration process are:

40A.1 Full name

40A.2 All former names

40A.3 Title

40A.4 Full address including postcode

40A.5 Date of Birth

40A.6 NHS Number (if known)

40A.7 Sex

40A.8 Place of birth (if known, or state “unknown”)

40A.9 Previous GP if previously registered

40A.10 Full previous address including postcode at which patient was residing when last registered with a GP

**40B** Where the Contractor is notified by a patient of a change of name, address, or other aspect of their demographic data, following their inclusion in its list, the Contractor shall send this information to the PCT electronically via the Link within 5 working days of being notified by the patient of the change. If the change relates to a change of address, the Contractor shall send the full address including postcode.

**41** Where a patient has been accepted on the Contractor’s list of patients under clauses 124 to 129 or assigned to that list by the PCT, the Contractor shall, in addition and without prejudice to its other obligations in respect of that patient under the **Agreement**, 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 36. 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.

**42** 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 43 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**

**43** Where a registered patient who:

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

43.2 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 Agreement, provide such a consultation.

**44** Where the Contractor provides a consultation referred to in clause 43, 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**

**45** Where a registered patient who:

45.1 has attained the age of 75 years; and

45.2 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 Agreement, 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.

**46** A consultation under clause 45 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**

**47** 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 PCT. The PCT shall send any report received from the contractor 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 PCT, the Primary Care Trust in whose area the patient is resident.

### **Storage of vaccines**

**48** The Contractor shall ensure that:

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

48.2 all refrigerators in which vaccines are stored have a maximum/minimum thermometer and that readings are taken on all working days. Where readings are outside the acceptable range for storage of vaccines, the Contractor shall immediately make alternative arrangements for the continued storage of those vaccines and identification as to whether those stored outside the acceptable range remain suitable for use.

### **Infection control**

**49** The Contractor shall ensure that it has appropriate arrangements for infection control and decontamination which comply with the PCT's requirements as set out in the Policy annexed at Schedule 8, as amended and updated from time to time.

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

**50** If the Contractor is not, pursuant to the **Agreement**, providing to its registered patients or to persons whom it has accepted as temporary residents:

50.1 a particular additional service;

50.2 a particular enhanced service; or

50.3 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 51.

**51** The requirements referred to in clause 50 are that the Contractor shall:

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

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

51.3 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.

**52** Nothing in clauses 50 and 51 shall require the Contractor (if it is not providing out of hours services under the **Agreement**) to make itself available during the out of hours period.

**53** If the Contractor is to cease to be required to provide to its patients:

53.1 a particular additional service;

53.2 a particular enhanced service; or

53.3 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 PCT or by any person with whom the PCT intends to enter into a contract for the provision of such services or any Primary Care Trust in whose area its registered patients reside.

## **PART 7**

### **ESSENTIAL SERVICES**

**54** The Contractor must provide the services described in clauses 55 to 60 (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 emergency, in accordance with the performance monitoring standards set out at Schedule 12.

**55** The Contractor must provide:

55.1 services required for the management of the Contractor's registered patients and temporary residents who are, or believe themselves to be:

55.1.1 ill with conditions from which recovery is generally expected;

55.1.2 terminally ill; or

55.1.3 suffering from chronic disease

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

55.2 appropriate ongoing treatment and care to all registered patients and temporary residents taking account of their specific needs including:

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

55.2.2 the referral of the patient for other services under the Act; and

55.3 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.

**56** For the purposes of clause 55.1, "management" includes:

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

56.2 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.

- 57** For the purposes of clause 55.3, “emergency” includes any medical emergency whether or not related to services provided under the **Agreement**.
- 58** The Contractor must provide primary medical services required in core hours for the immediately necessary treatment of any person falling within clause 59 who requests such treatment, for the period specified in clause 60.
- 59** A person falls within clause 58 if he is a person:
- 59.1 whose application for inclusion in the Contractor’s list of patients has been refused in accordance with clauses 134 to 137 and who is not registered with another provider of essential services (or their equivalent) in the area of the PCT;
  - 59.2 whose application for acceptance as a temporary resident has been rejected under clauses 134 to 137; or
  - 59.3 who is present in the Contractor’s practice area for less than 24 hours.
- 60** The period referred to in clause 58 is:
- 60.1 in the case of clause 59.1, 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;
  - 60.2 in the case of clause 59.2, 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
  - 60.3 in the case of clause 59.3, 24 hours or such shorter period as the person is present in the Contractor’s practice area.

## **PART 8**

### **ADDITIONAL SERVICES**

**61** 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.

**62** Where an additional service is to be provided, 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, in accordance with the performance monitoring standards set out at Schedule 12 .

**63** The Contractor shall provide the additional services set out in clause 64 to:

63.1 its registered patients; and

63.2 persons accepted by it as temporary residents; and

**64** The Contractor shall provide to the patients specified in clause 63:

64.1 cervical screening services;

64.2 contraceptive services;

64.3 vaccinations and immunisations;

64.4 childhood vaccinations and immunisations;

64.5 child health surveillance services;

64.6 maternity medical services;

64.7 minor surgery.

**65** RESERVED

**66** RESERVED

**67** RESERVED

**68** RESERVED

### **Cervical screening**

**69** The Contractor shall:

69.1 provide the services described in clause 70; and

69.2 make such records as are referred to in clause 71.

**70** The services referred to in clause 69 are:

70.1 the provision of any necessary information and advice to assist women identified by the PCT as recommended nationally for a cervical screening test in making an informed decision as to participation in the NHS Cervical Screening Programme;

70.2 the performance of cervical screening tests on women who have agreed to participate in that Programme;

70.3 arranging for women to be informed of the results of the test;

70.4 ensuring that test results are followed up appropriately.

**71** The records referred to in clause 69 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 services**

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

72.1 the giving of advice about the full range of contraceptive methods;

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

- 72.3 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);
- 72.4 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;
- 72.5 the provision of advice and referral in cases of unplanned or unwanted pregnancy, including advice about the availability of free 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;
- 72.6 the giving of initial advice about sexual health promotion and sexually transmitted infections; and
- 72.7 the referral as necessary for specialist sexual health services, including tests for sexually transmitted infections.

### **Vaccinations and immunisations**

**73** The Contractor shall:

- 73.1 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;
- 73.2 provide appropriate information and advice to patients about such vaccinations and immunisations;
- 73.3 record in the patient's record kept in accordance with clauses 327 to 335 any refusal of the offer referred to in clause 73.1;

- 73.4 where the offer is accepted, administer the vaccinations and immunisations, and include in the patient's record kept in accordance with clause 327 to 335:
- 73.4.1 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;
  - 73.4.2 the batch numbers, expiry date and title of the vaccine;
  - 73.4.3 the date of administration;
  - 73.4.4 in a case where two vaccines are administered in close succession, the route of administration and the injection site of each vaccine;
  - 73.4.5 any contraindications to the vaccination or immunisation; and
  - 73.4.6 any adverse reactions to the vaccination or immunisation.
- 73.5 develop and maintain an "Influenza and Pneumococcal Scheme Register" of all at-risk patients to whom the Contractor is to offer immunisation against influenza or pneumococcal infection, and for these purposes a patient is at risk of :
- 73.5.1 influenza infection if he is:
    - 73.5.1.1 aged 65 or over at the end of that financial year;
    - 73.5.1.2 suffering from chronic respiratory disease (including asthma), chronic heart disease, chronic renal disease, immuno-suppression due to disease or treatment or diabetes mellitus;
    - 73.5.1.3 living in a long stay residential or nursing home or other long stay health or social care facility; or
  - 73.5.2 pneumococcal infection if he is aged 65 or over at the end of the financial year.

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

### **Childhood vaccinations and immunisations**

- 75** The Contractor shall:

- 75.1 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;
- 75.2 provide appropriate information and advice to patients and, where appropriate, their parents about such vaccinations and immunisations;
- 75.3 record in the patient's record kept in accordance with clause 327 to 335 any refusal of the offer referred to in clause 75.1;
- 75.4 where the offer is accepted, administer the vaccinations and immunisations, and include in the patient's record kept in accordance with clauses 327 to 335:
  - 75.4.1 the name of the person who gave consent to the vaccination or immunisation and his relationship to the patient;
  - 75.4.2 the batch numbers, expiry date and title of the vaccine;
  - 75.4.3 the date of administration;
  - 75.4.4 in a case where two vaccines are administered in close succession, the route of administration and the injection site of each vaccine;
  - 75.4.5 any contraindications to the vaccination or immunisation; and
  - 75.4.6 any adverse reactions to the vaccination or immunisation.

75.5 develop and maintain a Childhood Immunisation Scheme Register of all of its patients for whom the Contractor has a contractual duty to provide childhood immunisation and pre-school booster services (who may already have been immunised, by the Contractor or otherwise, or to whom the Contractor has offered or needs to offer immunisations) using appropriately applicable national Read codes

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

### **Child health surveillance**

**77** The Contractor shall, in respect of any child under the age of five for whom it has responsibility under the **Agreement**:

77.1 provide the services described in clause 78, 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

77.2 maintain such records as are specified in clause 79.

**78** The services referred to in clause 77.1 are:

78.1 the monitoring:

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

78.1.2 on any occasion when the child is examined or observed by or on behalf of the Contractor (whether pursuant to clause 78.2 or otherwise),

of the health, well-being and physical, mental and social development (all of which characteristics are referred to in clauses 78 to 80 as “development”) of the child while under the age of 5 years with a view to detecting any deviations from normal development;

78.2 the examination of the child at a frequency that has been agreed with the PCT 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).

**79** The records referred to in clause 77.2 are an accurate record of:

79.1 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

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

### **Maternity medical services**

**80** The Contractor shall:

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

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

80.3 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.

**81** In clause 80:

81.1 "antenatal period" means the period from the start of the pregnancy to the onset of labour;

81.2 "maternity medical services" means:

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

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

81.3 “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.

### **Minor surgery**

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

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

### **Other Mandatory Services**

**83A** The Contractor shall provide the Other Mandatory Services detailed in this clause 83A. The Contractor will be required to undertake new Other Mandatory Services to ensure compliance with all current Department of Health initiatives as may be relevant from time to time and cease to provide those services which are determined to no longer conform to best practice, or are as a result of policy change or are confirmed as out of date as a result of new technology. Any change in the Other Mandatory Services to be provided, shall be agreed by a committee, known as the PMS Agreement Review Committee, which shall operate in accordance with the PMS Agreement Policy included in this Agreement at Schedule 11. The Contractor, and any employee, servant or agent acting on behalf of the Contractor shall comply with the Policy at all times. The Committee has delegated authority from the PCT Board to reach decisions with respect to this agreement. Changes shall be notified to the Contractor by the Committee in writing, within a maximum of 28 days of the decision being made, setting out clear notice of the required change, as agreed by the Committee, together with the timetable for implementation. Any changes shall be effective on the 1<sup>st</sup> day of the month following the expiry of 28 days from service of the notice. Where the Contractor is unable to commence provision of a new service within that timescale, he shall discuss with the Committee what time scale may be appropriate, and a revised implementation date shall be agreed between the Committee and the Contractor, having

regard to all the circumstances. Where the Contractor does not consider the decision of the Committee reasonable, in relation to the variation of Other Mandatory Services, he shall be entitled to invoke the Dispute Resolution process at Part 24. For the provision of each Other Mandatory Service, the Contractor will agree activity levels with the PCT. Activity levels should be seen to be 'reasonable' by both the PCT and the Contractor, but in case of dispute the Contractor may refer the matter to the aforementioned Committee for a view. A failure to achieve that activity level without good reason may give rise to the PCT's right to invoke agreement sanctions. If the activity increases beyond agreed levels, the PCT and the Contractor shall meet in the first instance to review the circumstances that may have led to the change and to consider future arrangements. If agreement is not reached, the Contractor may request that the Committee review the case. This is without prejudice to the Contractor's right to invoke the Dispute Resolution process at Part 24.

83A.1 **Minor Injury Services**, which lead to the use of a practice based post-surgical wound management service and which includes but is not limited to:

- Lacerations capable of closure by simple techniques (stripping, gluing, suturing)
- Bruises, grazes and soft tissue injuries including the treatment of non-complex leg ulcers
- Minor dislocations of phalanges
- Injuries of a severity not amendable to simple domestic first aid
- Assessment of injuries where it is suspected stitches may be required
- Minor head injuries without loss of consciousness
- Partial thickness thermal burns or scalds involving broken skin, covering no more than 1% of the total body mass. Superficial burns must be treated if they cover less than 5% of the body mass, excluding burns involving the hands, feet, neck, genital areas, electrical burns and full thickness burns
- Foreign bodies superficially embedded in tissue but excluding the cornea
- Minor trauma to hands, limbs or feet (e.g. sprains and strains)

83A.2 Practitioners shall only undertake the above procedures where they are competent to do so. In the absence of such competency, or where an assessment of the injuries indicates that practice based care would not be appropriate due to the nature and/or severity of the problem, a referral to hospital must be made. Such instances may include but are not limited to:

- Foreign body to cornea
- Head injury where there has been a loss of consciousness

83A.3 The service will be available during core hours to any patient registered with the practice presenting at the practice. The service will be clearly advertised within the practice and visible from outside the surgery premises. Patients will only be referred to secondary care or a minor injury department where clinically appropriate. The Contractor shall provide information to the PCT on a quarterly basis on the number of patients treated, the type of minor injury treated, the number of onwards referrals and the number of patients without need to attend A & E or MIU Centres

83A.4 For the avoidance of doubt, this service does not include:

- Domiciliary Services; or
- A referral from a hospital including A & E

#### 83A.5 **Phlebotomy**

Patients registered with the Contractor will be able to access a phlebotomy service provided at the practice premises as part of the core contract within a reasonable time frame. There will be no distinction between hospital and GP generated samples. (An individual Contractor expected level of activity shall be set out in the Finance Schedule). This phlebotomy service will include level 1 near patient testing and anti-coagulation services, as defined in the GMS Contract dated 1<sup>st</sup> April 2004. The Contractor shall provide information to the PCT on a monthly basis on the number of patients treated and the number of onward referrals.

#### 83A.6 **Post operative wound care**

Patients registered with the practice presenting for wound care will be managed by the Contractor. (An individual Contractor expected level of activity will be set out in the Finance Schedule). Wound care applies to surgical wounds arising from procedures in primary or secondary care as well as wounds resulting from accidents and emergencies seen and treated elsewhere.

#### 83A.7 **Depo Neuroleptics**

The PCT will view this as a core service. The PCT will develop a mechanism whereby the Contractor can access appropriate support from the Community Mental Health Trust. Practitioners shall only undertake the above procedures where they are competent to do so.

#### 83A.8 **Contraceptive Services**

Where there is a competent clinician available within the practice, the following contraceptive services will be provided. A service to remove contraceptive implants will be provided to patients regardless of which clinician inserted the implant. The fitting, monitoring and removal of IUCDs as appropriate taking account of guidance provided by the Suffolk Reproductive Health Service. Clinicians should be able to refer patients to another provider (e.g. family planning clinic) should the procedure fall outside of the competency of clinicians within the practice.

**83A.9 Smoking cessation services**

The provision of level 1 (brief intervention) smoking cessation to patients shall be regarded as part of the core contract. This involves asking and recording smoking status of all patients and providing referral to a stop smoking service, either run by the GP practice (level 2) or to the PCT service (level 3) for those wishing to stop smoking. The delivery of a stop smoking service by the General practice will be contracted separately, but data should be sent to the PCT of any patient who is prescribed stop smoking medications or offered any form of support to stop smoking.

**83A.10 Hormone implants including Zoladex**

The Contractor shall provide this service. The PCT will work with the Contractor to ensure that the purchase of implants is cost neutral to the Contractor for the supply of the drug.

**PART 9**

**OUT OF HOURS SERVICES**

**84** RESERVED

**85** RESERVED.

**86** RESERVED.

**87** RESERVED.

**PART 10**

**OPT OUTS OF OUT OF HOURS SERVICES**

**88** RESERVED.

**89** RESERVED.

**90** RESERVED.

**91** RESERVED.

**92** RESERVED.

**93** RESERVED.

**94** RESERVED.

**95** RESERVED.

**96** RESERVED.

**97** RESERVED.

**98** RESERVED.

**99** RESERVED.

**100** RESERVED.

**101** RESERVED.

**102** RESERVED.

**103** RESERVED.

**104** RESERVED.

**105** RESERVED.

**106** RESERVED.

**107** RESERVED.

**108** RESERVED.

**109** RESERVED.

**110** RESERVED.

**111** RESERVED.

**112** RESERVED.

**113** RESERVED.

**114** RESERVED.

## **PART 11**

### **ENHANCED SERVICES**

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

**116** Where an enhanced service is to be provided, the Contractor must provide that enhanced service at such times, within core hours, as are appropriate to meet the reasonable needs of its patients, and in accordance with the performance monitoring standards set out at Schedule 12. The Contractor must also have in place arrangements for its patients to access such services throughout the core hours in case of emergency.

**117** The Contractor shall provide the enhanced services set out in Schedule 10 in accordance with the specifications attached there to:

117.1 its registered patients; and

117.2 persons accepted by it as temporary residents; and

117.3 any patient falling within clause 59 who would be eligible for essential services.

## **PART 12**

### **PATIENTS**

#### **Persons to whom services are to be provided**

**118** Except where specifically stated otherwise in respect of particular services, the Contractor shall provide services under the **Agreement** to:

118.1 registered patients,

118.2 temporary residents

118.3 persons to whom the Contractor is required to provide immediately necessary treatment under clause 55.3 or 58,

118.4 any other person to whom the Contractor is responsible under arrangements made with another contractor of the kind referred to in clauses 65 to 67 ; and

118.5 any other person to whom the Contractor has agreed to provide services under the Agreement.

#### **Patient registration area**

**119** The area in respect of which persons resident in it will, subject to any other terms of the **Agreement** relating to patient registration, be entitled to register with the Contractor, or seek acceptance by the Contractor as a temporary resident, is as shown on the map attached at Schedule 9.

#### **List of patients**

**120** The Contractors list of patients is [open/closed].

- 121** [The Contractor's list of patients shall remain closed for the period of 12 months from the date on which the **Agreement** comes into force unless the Contractor notifies the PCT 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 182 to 192].
- 122** [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 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] ].
- 123** The PCT shall prepare and keep up to date a list of the patients:
- 123.1 who have been accepted by the Contractor for inclusion in its list of patients under clauses 124 to 129 and who have not subsequently been removed from that list under clauses 140 to 176; and
- 123.2 who have been assigned to the Contractor under clauses 206 and 207, or clauses 208 and 209 and whose assignment has not subsequently been rescinded.

### **Application for inclusion in a list of patients**

- 124** 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
- 125** 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.

**126** Subject to clause 127, an application for inclusion in the Contractor's list of patients shall be made by delivering to the practice premises a medical card or an application signed (in either case) by the applicant or a person authorised by the applicant to sign on his behalf.

**127** An application may be made:

127.1 on behalf of any child:

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

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

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

127.2 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.

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

**129** On receipt of a notice under clause 128, the PCT 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**

**130** 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:

130.1 temporarily resident away from his normal place of residence and is not being provided with essential services ( or their equivalent) under any other arrangement in the locality where he is temporarily residing; or

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

**131** For the purposes of clause 130, 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.

**132** 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.

**133** 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 PCT 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**

**134** The Contractor shall only refuse an application made under clauses 124 to 133 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.

**135** The reasonable grounds referred to in clause 134 shall, in the case of applications made under clauses 124 to 129 include the ground that the applicant does not live in the Contractor's practice area.

**136** If the Contractor refuses an application made under clauses 124 to 133, 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.

- 137** The Contractor shall keep a written record of refusals of applications made under clauses 124 to 129 and of the reasons for them and shall make this record available to the PCT on request.

### **Patient preference of practitioner**

- 138** Where the Contractor has accepted an application for inclusion in its list of patients, it shall:
- 138.1 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
- 138.2 record in writing any such preference expressed by or on behalf of the patient.
- 139** The Contractor shall endeavour to comply with any reasonable preference expressed under clause 138 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 under the contract on behalf of the Contractor.

### **Removals from the list at the request of the patient**

- 140** The Contractor shall notify the PCT in writing or using the "link" or by electronic mail of any request for removal from its list of patients received from a registered patient.
- 141** Where the PCT receives notification from the Contractor under clause 140, 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.
- 142** A removal under clause 141 shall take effect:
- 142.1 on the date on which the PCT receives notification of the registration of the person with another provider of essential services (or their equivalent); or
- 142.2 14 days after the date on which the notification or request made under clause 140 or 141 respectively is received by the PCT,

whichever is the sooner.

**143** The PCT shall, as soon as practicable, notify in writing:

143.1 the patient; and

143.2 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 142.

**144** In clauses 143, 145, 153.1, 159, 160, 165, 166 and 172 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:

144.1 in the case of a patient who is a child, a parent or other person referred to in clause 127.1; or

144.2 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**

**145** Subject to clauses 154 to 160, 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:

145.1 notify the PCT in writing that it wishes to have the patient removed; and

145.2 subject to clause 146, notify the patient in writing of its specific reasons for requesting removal.

**146** 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 145 may consist of a statement that there has been such a breakdown.

**147** Except in the circumstances specified in clause 148, the Contractor may only request a removal under clause 145, if, within the period of 12 months prior to the date of its request to the PCT, it has warned the patient that he is at risk of removal and explained to him the reasons for this.

**148** The circumstances referred to in clause 147 are that:

148.1 the reason for removal relates to a change of address;

148.2 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 any party to the contract who is an individual, any member of the contractor's staff or any other person; or

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

**149** The Contractor shall record in writing the date of any warning given in accordance with clause 147 and the reasons and circumstances for giving such a warning as explained to the patient, or the reason why no such warning was given.

**150** The Contractor shall keep a written record of removals under clause 145 which shall include the reason for removal given to the patient, the circumstances of the removal and in cases where clause 146 applies, the grounds for a more specific reason not being appropriate, and the Contractor shall make this record available to the PCT on request.

**151** A removal requested in accordance with clause 145 shall, subject to clause 152, take effect from the date on which the PCT receives notification of the registration of the person with another provider of essential services (or their equivalent), or the eighth day after the PCT receives the notice referred to in clause 145.1, whichever is the sooner.

**152** Where, on the date on which the removal would take effect under clause 151, the Contractor is treating the patient at intervals of less than seven days, the Contractor shall inform the PCT in writing of that fact and the removal shall take effect on the eighth day

after the PCT receives notification from the Contractor that the person no longer needs such treatment, or on the date on which the PCT receives notification of the registration of the person with another provider of essential services (or their equivalent), whichever is the sooner.

**153** The PCT shall notify in writing:

153.1 the patient; and

153.2 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 151 or 152.

#### **Removals from the list of patients who are violent**

**154** Where the Contractor wishes a patient to be removed from its list of patients with immediate effect on the grounds that:

154.1 the patient has committed an act of violence against any of the persons specified in clause 155 or behaved in such a way that any such person has feared for his safety; and

154.2 it has reported the incident to the police and obtained an incident number,

the Contractor shall notify the PCT in accordance with clause 156.

**155** The persons referred to in clause 154 are:

155.1 any party to the **Agreement** who is an individual;

155.2 any member of the Contractor's staff;

155.3 any other person present on the contractor's premises, or in the place where services were being provided to the patient under the contract.

- 156** Notification under clause 154 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).
- 157** The PCT shall acknowledge in writing receipt of a request from the Contractor under clause 154, within seven days of receipt of the notice.
- 158** A removal requested in accordance with clause 154 shall take effect at the time the Contractor makes the telephone call to the PCT, or sends or delivers the notification to the PCT.
- 159** Where, pursuant to clauses 154 to 158, the Contractor has notified the PCT that it wishes to have a patient removed from its list of patients with immediate effect, it shall inform the patient concerned unless:
- 159.1 it is not reasonably practicable for it to do so; or
- 159.2 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 155.
- 160** Where the PCT has removed a patient from the Contractor's list of patients in accordance with clause 158 it shall give written notice of the removal to that patient.
- 161** Where a patient is removed from the Contractor's list of patients in accordance with clauses 154 to 160, the Contractor shall record in the patient's medical records that the patient has been removed in accordance with clauses 154 to 160 and the circumstances leading to his removal.

### **Removals from the list of patients registered elsewhere**

- 162** The PCT 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 PCT or it has received notice from another Primary Care Trust, a Health Board, a Local Health Board 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 PCT.

- 163** A removal in accordance with clause 162 shall take effect on the date on which the PCT receives notification of the registration of the person with the new provider, or with the consent of the PCT, on such other date as has been agreed between the Contractor and the new provider.
- 164** The PCT shall notify the Contractor in writing of persons removed from its list of patients under clause 162.

### **Removals from the list of patients who have moved**

- 165** Subject to clause 166, where the PCT is satisfied that a person on the Contractor's list of patients no longer resides in that Contractor's practice area, the PCT shall:
- 165.1 inform that patient and the Contractor that the Contractor is no longer obliged to visit and treat the patient;
- 165.2 advise the patient in writing either to obtain the Contractor's agreement to the continued inclusion of the patient on the Contractor's list of patients or to apply for registration with another provider of essential services (or their equivalent); and
- 165.3 inform the patient that if, after the expiration of 30 days from the date of the advice referred to in clause 165.2, he has not acted in accordance with the advice and informed it accordingly, the PCT will remove him from the Contractor's list of patients.
- 166** If, at the expiration of the period of 30 days referred to in clause 165.3, the PCT 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.
- 167** Where the address of a patient who is on the Contractor's list is no longer known to the PCT, the PCT shall:
- 167.1 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

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

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

**168** The PCT shall remove a patient from the Contractor's list of patients where it receives notification that that patient:

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

168.2 is in Her Majesty's Forces;

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

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

168.5 has died.

**169** A removal in accordance with clause 168 shall take effect:

169.1 in the cases referred to in clauses 168.1 to 168.3 from the date of the departure, enlistment or imprisonment or the date on which the PCT first receives notification of the departure, enlistment or imprisonment whichever is the later;

169.2 in the cases referred to in clauses 168.4 and 168.5 from the date on which the PCT first receives notification of the absence or death.

**170** The PCT shall notify the Contractor in writing of patients removed from its list of patients under clause 168.

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

**171** The PCT 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:

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

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

**172** The PCT shall notify in writing, the Contractor and, where practicable, the patient, of a removal under clause 171.

**173** A notification to the patient under clause 172 shall inform him of:

173.1 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

173.2 the name and address of the PCT in whose area he is resident.

### **Removals from the list of pupils etc of a school**

**174** 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 PCT 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.

**175** Where the PCT has made a request to a school to provide the particulars mentioned in clause 174 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.

**176** The PCT shall notify the Contractor in writing of patients removed from its list of patients under clause 174.

### **Termination of responsibility for patients not registered with the Contractor**

**177** Where the Contractor:

177.1 has received an application for the provision of medical services other than essential services:

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

177.1.2 from a person whom it has not accepted as a temporary resident, or

177.1.3 on behalf of a person mentioned in clause 177.1.1 or 177.1.2, from one of the persons specified in clause 127; and

177.2 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 178.

**178** The circumstances referred to in clause 177 are:

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

178.2 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

178.3 it comes to the notice of the Contractor that the patient:

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

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

- 179** If the Contractor wishes to terminate its responsibility for a patient under clause 178.2, it shall notify the patient of the termination and the reason for it.
- 180** The Contractor shall keep a written record of terminations under clause 177 to 179 and of the reasons for them and shall make this record available to the PCT on request.
- 181** A termination under clause 178.2 shall take effect:
- 181.1 from the date on which the notice is given where the grounds for termination are those specified in clause 154; or
- 181.2 in all other cases, 14 days from the date on which the notice is given.

### **Closure of lists of patients**

- 182** Where the Contractor wishes to close its list of patients, it shall notify the PCT in writing to that effect.
- 183** Within a period of 7 days beginning with the date of receipt of the notification referred to in clause 182, or, if that is not reasonably practicable, as soon as is practicable thereafter, the PCT shall enter into discussions with the Contractor concerning the support which the PCT may give the Contractor, or other changes which the PCT 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.
- 184** The discussions referred to in clause 183 shall be completed within a period of 28 days beginning with the date of the PCT's receipt of the notification referred to in clause 182, or within such longer period as the parties may agree.
- 185** If, following the discussions referred to in clause 183, the PCT and the Contractor reach agreement that the Contractor's list of patients should remain open, the PCT shall send full details of the agreement in writing to the Contractor. The PCT and the Contractor shall comply with the terms of any agreement reached.

**186** If, following the discussions referred to in clause 183:

186.1 the PCT and the Contractor reach agreement that the Contractor's list of patients should close; or

186.2 the PCT 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 PCT.

**187** A closure notice shall be submitted in the form specified in Schedule 5 to this Agreement, and shall include the following details which (in a case falling within clause 186.1) have been agreed between the parties or (in a case falling within clause 186.2) are proposed by the Contractor:

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

187.2 the current number of the Contractor's registered patients;

187.3 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 187.2) which, if that number were reached, would trigger the re-opening of the Contractor's list of patients;

187.4 the number of registered patients (expressed either in absolute terms or as a percentage of the number of such patients specified pursuant to clause 187.2) which, if that number were reached, would trigger the re-closure of the Contractor's list of patients; and

187.5 any withdrawal from or reduction in provision of any additional or enhanced services which had previously been provided under the **Agreement**.

**188** The PCT shall forthwith acknowledge receipt of the closure notice in writing to the Contractor.

- 189** Before the PCT reaches a decision as to whether to approve or reject the closure notice under clause 191, the PCT and the Contractor may enter into further discussions concerning the details of the closure notice referred to in clause 187, 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.
- 190** The Contractor may not withdraw a closure notice for a period of three months beginning with the date on which the PCT has received the notice, unless the PCT has agreed otherwise in writing.
- 191** Within a period of 14 days beginning with the date of receipt of the closure notice, the PCT shall approve or reject the closure notice and shall notify the Contractor of its decision in writing as soon as possible.
- 192** Approval of the closure notice under clause 191 includes approval of the details specified in accordance with clause 187 (or, where those details are revised following discussions under clause 189, approval of those details as so revised).

#### **Approval of closure notice by the PCT**

- 193** If the PCT approves the closure notice in accordance with clause 191, the Contractor shall close its list of patients:
- 193.1 with effect from a date agreed between the PCT and the Contractor; or
- 193.2 if no such agreement has been reached, with effect from the date on which the Contractor receives notification of the PCT's decision to approve the closure notice.
- 194** Subject to clause 195, the Contractor's list of patients shall remain closed for the period specified in the closure notice in accordance with clause 187.1 (or, where the period of 12 months specified in clause 189 applies, for that period).
- 195** The Contractor's list of patients shall re-open before the expiry of the period referred to in clause 194 if:

195.1 the number of the Contractor's registered patients falls to the number specified in the closure notice in accordance with clause 187.3; or

195.2 the PCT and the Contractor agree that the list of patients should re-open.

**196** If the Contractor's list of patients has re-opened pursuant to clause 195.1, it shall nevertheless close again if, during the period specified in the closure notice in accordance with clause 187.1 (or, where the period of 12 months specified in clause 189 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 187.4.

**197** Except in cases where the Contractor's list of patients is already open pursuant to clause 195, the PCT shall notify the Contractor in writing between 7 and 14 days before the expiry of the period of closure specified in clause 194, confirming the date on which the Contractor's list of patients will re-open.

**198** Where the details specified in the closure notice in accordance with clause 187 have been revised following discussions under clause 189, 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 PCT**

**199** Clauses 200 to 204 apply where the PCT rejects the closure notice in accordance with clause 191.

**200** The Contractor or the PCT 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 201 to 205 and paragraph 30(6) and (7) of Schedule 5 to the Regulations.

**201** The PCT 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.

**202** The PCT 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.

**203** The members of the assessment panel shall be:

203.1 the Chief Executive of a Primary Care Trust of which the assessment panel is a committee or sub-committee;

203.2 a person representative of patients in an area other than that of the PCT; and

203.3 a person representative of a Local Medical Committee which does not represent practitioners in the area of the PCT.

**204** Where the assessment panel determines pursuant to paragraph 30(7)(a) of Schedule 5 to the Regulations that the Contractor's list of patients may close, it shall specify:

204.1 a date from which the closure shall take effect, which must be within a period of 7 days beginning with the date of the assessment panel's determination; and

204.2 those details specified in clauses 187.1 to 187.4.

**204A** Subject to clause 204A.1, the Contractor's list of patients shall remain closed for the period specified by the assessment panel in accordance with clause 204.2

204A1 The Contractor's list of patients shall re-open before the expiry of the period mentioned in clause 204A if :

204A.1.1 the number of the Contractor's registered patients falls to the number specified by the assessment panel in accordance with clause 204.2 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

204A.1.2 the PCT and the Contractor agree that the list of patients should re-open.

204A.2 If the Contractor's list of patients has re-opened pursuant to clause 204A.1.1, 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 clause 204.2 as the number of registered patients which, if that number were reached, would trigger the re-closure of the Contractor's list of patients.

204A.3 Except in cases where the Contractor's list of patients is already open pursuant to clause 204A.1, the PCT shall notify the Contractor in writing between 7 and 14 days before the expiry of the closure period specified in clause 204A, confirming the date on which the Contractor's list of patients will re-open.

**205** Where the assessment panel determines pursuant to paragraph 30(7)(b) of Schedule 5 to the Regulations that the Contractor's list of patients may not close:

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

205.2 the Contractor may not submit a further closure notice as described in clause 187 until:

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

205.2.2 (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 **Agreement**.

### **Assignment of patients to lists: open lists**

**206** The PCT may, subject to clause 210, assign a new patient to the Contractor whose list of patients is open.

**207** In this clause, and in clauses 208 to 209 and clauses 211 to 220, a "new" patient means a person who:

207.1 is resident (whether or not temporarily) within the area of the PCT;

207.2 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

207.3 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**

**208** The PCT may not assign a new patient to the Contractor where it has closed its list of patients except in the circumstances specified in clause 209.

**209** The PCT may, subject to clause 210, assign a new patient to the Contractor when it has closed its list of patients if the Contractor's practice premises are within the PCT's area, and:

209.1 most or all of the providers of essential services (or their equivalent) whose practice premises are within the PCT's area have closed their lists of patients;

209.2 the assessment panel has determined under paragraph 34(7) of Schedule 5 to the Regulations that patients may be assigned to the Contractor, and that determination has not been overturned either by a determination of the Secretary of State under paragraph 35(13) of Schedule 6 to the Regulations or (where applicable) by a court; and

209.3 the PCT has entered into discussions with the Contractor in question regarding the assignment of a patient if such discussions are required under clause 217.

### **Factors relevant to assignments**

**210** In making an assignment to the Contractor under clauses 206 to 209, the PCT shall have regard to:

210.1 the wishes and circumstances of the patient to be assigned;

- 210.2 the distance between the patient's place of residence and the Contractor's practice premises;
- 210.3 whether, during the six months ending on the date on which the application for assignment is received by the PCT, the patient's name has been removed from the list of patients of any contractor in the area of the PCT under clauses 145 to 153 or the equivalent provision in relation to that contractor;
- 210.4 whether the patient's name has been removed from the list of patients of any contractor in the area of the PCT under clauses 154 to 161 or the equivalent provision applying in relation to that contractor and, if so, whether the Contractor has appropriate facilities to deal with such a patient;
- 210.5 such other matters as the PCT considers to be relevant.

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

- 211** Clause 212 to 214 apply where most or all of the providers of essential services (or their equivalent) whose practice premises are within the area of the PCT have closed their lists of patients and the PCT proposes to assign patients to contractors who have closed their lists (including the Contractor).
- 212** If the PCT wishes to assign new patients to the contractors specified in clause 200, it must prepare a proposal to be considered by the assessment panel, and the proposal must include details of those contractors to which the PCT wishes to assign new patients.
- 213** The PCT must ensure that the assessment panel is appointed to consider and determine its proposal made under clause 212, and the composition of the assessment panel shall be as described in clause 203.
- 214** The PCT shall notify in writing:
  - 214.1 the relevant Strategic Health Authority;
  - 214.2 contractors or general medical services contractors whose practice premises are within the PCT's area which:

214.2.1 have closed their list of patients, and

214.2.2 may, in the opinion of the PCT, be affected by the determination of the assessment panel; and

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**

**215** Where the assessment panel makes a determination under paragraph 34(7) to (9) of Schedule 5 to the Regulations that the PCT may assign new patients to contractors which have closed their lists of patients, any Contractor specified in that determination may refer the matter to the Secretary of State to review the determination of the assessment panel pursuant to paragraphs 35(2) to (17) of Schedule 5 to the Regulations.

**216** Where, pursuant to clause 215, the Contractor wishes to refer the matter to the Secretary of State 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 Secretary of State a written request for dispute resolution which shall include or be accompanied by:

216.1 the names and addresses of the parties to the dispute;

216.2 a copy of the **Agreement** (or **Agreements**); and

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

**217** RESERVED.

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

**218** Before the PCT may assign a new patient to the Contractor where it has closed its list, it shall, subject to clause 220, enter into discussions with the Contractor regarding additional

support that the PCT can offer the Contractor, and the PCT shall use its best endeavours to provide appropriate support.

**219** In the discussions referred to in clause 218, both parties shall use reasonable endeavours to reach agreement.

**220** The requirement in clause 218 to enter into discussions applies:

220.1 to the first assignment of a patient to the Contractor; and

220.2 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 218 took place.

## **PART 13**

### **PRESCRIBING AND DISPENSING**

**221** The Contractor shall comply with any directions given by the Secretary of State for the purposes of section 88 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 Agreement.

#### **Prescribing**

**222** The Contractor shall ensure that any prescription form or repeatable prescription for drugs, medicines or appliances issued or created by a prescriber complies as appropriate with the requirements in clauses 223 to 229 and clauses 237 to 254 and for the purposes of this clause and clauses 268 to 274 and clauses 282 to 299, in their application to a Contractor whose contract includes the provision of contraceptive services, drugs includes contraceptive substances and appliances includes contraceptive appliances.

**223** Subject to clauses 242 to 250, a prescriber shall order any drugs, medicines or appliances which are needed for the treatment of any patient who is receiving treatment under the Agreement by:

223.1 issuing to that patient a non-electronic prescription form or non-electronic repeatable prescription completed in accordance with clause 225; or

223.2 where clause 229A applies, creating and transmitting an electronic prescription.

**223A** A non-electronic prescription form, non-electronic repeatable prescription or electronic prescription shall not be used in any circumstances other than those described in clause 223.

**224** 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.

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

**225A** A prescription form or repeatable prescription shall not refer to any previous prescription form or repeatable prescription.

**225B** 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 252 to 255.

**226** Where a prescriber orders the drug buprenorphine or diazepam or a drug specified in Schedule 2 to the Misuse of Drugs Regulations 2001 (controlled drugs to which regulations 14, 15, 16, 18, 19, 20, 21, 23, 26 and 27 of those Regulations apply) for supply by instalments for treating addiction to any drug specified in that Schedule, he shall:

226.1 use only the non-electronic prescription form provided specially for the purposes of supply by instalments;

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

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

**227** The non-electronic 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 226.

**228** 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 or created, but only if:

228.1 that drug or medicine is not a Scheduled drug;

228.2 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 Schedules 4 or 5 to the Misuse of Drugs Regulations 2001; and

228.3 he undertakes to:

228.3.1 furnish the chemist, within 72 hours with a non-electronic prescription form or non-electronic repeatable prescription completed in accordance with clause 225; or

228.3.2 transmit to the ETP service within 72 hours an electronic prescription.

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

229.1 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;

229.2 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

229.3 he undertakes to:

229.3.1 furnish the chemist, within 72 hours with a non-electronic prescription form or non-electronic repeatable prescription completed in accordance with clause 225, or

229.3.2 transmit to the ETP service within 72 hours an electronic prescription.

### **Electronic prescriptions**

**229A** A prescriber may only order drugs, medicines or appliances by means of an electronic prescription if:

229A.1 the **Agreement** is with a PCT which is specified in directions issued by the Secretary of State under section 8 of the Act as being a Primary Care Trust which can authorise its Contractors to use the ETP service;

229A.2 the patient to whom the prescription relates has:

229.A.2.1. nominated one or more dispensers in his NHS Care Record;

229A.2.2. confirmed that he intends to use that dispenser (or one of them) for the purposes of obtaining the drugs, medicines or appliances ordered on the electronic prescription in question; and

229A.2.3 consents to the use of an electronic prescription on the particular occasion; and

229A.3. the prescription is not:

229A.3.1 for 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;

229A.3.2. for supply by instalments under clause 226; or

229A.3.3. a bulk prescription issued for a school or institution under clauses 252 to 255.

**229B** In relation to a patient who is a child or an adult incapable of nominating a dispenser, clause 229A.2 shall apply as if the reference to the patient to whom the prescription relates included a reference to:

229B.1. in the case of a child, the patient's parent or other person referred to in clause 127.1; or

229B.2. in the case of an adult, the patient's relative or primary carer;

**229C** A prescriber who orders drugs, medicines or appliances by means of an electronic prescription shall:

229C.1. in the case of an electronic repeatable prescription, issue the patient with a form provided by the PCT for the purpose of recording details of that electronic repeatable prescription and linked to that electronic repeatable prescription by a number contained on the form; and

229C.2. in the case of an electronic prescription form, issue the patient, if he so requests, with a written record of the prescription which has been created.

### **Nomination of dispensing contractors for the purpose of electronic prescriptions**

**229D** If the Contractor operates the ETP service for its patients, it shall, if requested to do so by a patient, enter in that patient's NHS Care Record:

229D.1. where he does not have a nominated dispenser, the dispenser chosen by that patient; and

229D.2. where he does have a nominated dispenser, a replacement dispenser or a further dispenser,

chosen by that patient.

**229E** Clause 229D.2.2 shall not apply if the number of nominated dispensers would thereby exceed the maximum number permitted by the ETP service.

**229F** Clause 174.1 shall apply in relation to requests under clause 229D as it applies to applications for inclusion in a list of patients.

**229G** The Contractor:

229G.1. shall not seek to persuade a patient to nominate a dispenser recommended by the prescriber or the Contractor; and

229G.2. shall, if asked by the patient to recommend a chemist whom he might nominate as his dispenser, provide the patient with the list of all the chemists in the area who provide an ETP service as given to the Contractor by the PCT.

### **Repeatable prescribing services**

**230** The Contractor may only provide repeatable prescribing services to any person on its list of patients if it:

230.1 satisfies the conditions in clause 231; and

230.2 has notified the PCT of its intention to provide repeatable prescribing services in accordance with clauses 232 and 233.

**231** The conditions referred to in clause 230.1 are:

231.1 RESERVED

231.2 the Contractor has access to computer systems and software which enable it to issue non-electronic repeatable prescriptions and batch issues; and

231.3 the practice premises at which the repeatable prescribing services are to be provided are located in an area of the PCT 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.

**232** The notification referred to in clause 230.2 is a notification, in writing, by the Contractor to the PCT that it:

232.1 wishes to provide repeatable prescribing services; and

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

232.3 satisfies the conditions in clause 231.

**233** The date specified by the Contractor pursuant to clause 232.2 must be at least ten days after the date on which the notification specified in clause 230.2 is given.

**234** Nothing in clauses 230 to 241 requires the Contractor or prescriber to provide repeatable prescribing services to any person.

**235** A prescriber may only provide repeatable prescribing services to a person on a particular occasion if:

235.1 that person has agreed to receive such services on that occasion; and

235.2 the prescriber considers that it is clinically appropriate to provide such services to that person on that occasion.

**236** The Contractor may not provide repeatable prescribing services to any patient of its to whom:

236.1 it is authorised or required by the PCT to provide dispensing services under clauses 258 to 267 and clauses 274 to 278; or

236.2 any of the persons specified in clause 237 is authorised or required by the PCT under regulation 60 of the Pharmaceutical Regulations to provide pharmaceutical services.

**237** The persons referred to in clause 236 are:

237.1 if the **Agreement** is with an individual medical practitioner, that medical practitioner;

237.2 RESERVED

237.3 if the **Agreement** is with a qualifying body, any medical practitioner who is a legal and beneficial shareholder in that qualifying body; or

237.4 any medical practitioner employed by the Contractor.

**238** A prescriber who issues a non-electronic repeatable prescription must at the same time issue the appropriate number of batch issues.

**239** Where a prescriber wishes to make any change to the type, quantity, strength or dosage of drugs, medicines or appliances ordered on a person's repeatable prescription he must:

239.1 In the use of a non-electronic repeatable prescription:

239.1.1 notify the person; and

239.1.2 make reasonable efforts to notify the chemist providing repeat dispensing services to that person,

that the original repeatable prescription should no longer be used to obtain or provide repeat dispensing services and make arrangements for a replacement repeatable prescription to be issued to that person; or

239.2 In the case of an electronic repeatable prescription:

239.2.1 arrange with the ETP service for the cancellation of the original repeatable prescription in the person's NHS Care Record, and

239.2.2 create a replacement electronic repeatable prescription relating to that person and notify him that he has done so.

**240** A prescriber who has created an electronic repeatable prescription for a person must as soon as practicable arrange with the ETP service for its cancellation in that person's NHS Care Record if, before the expiry of that prescription:

240.1 he considers that it is no longer appropriate or safe for that person to receive the drugs, medicines or appliances ordered on his electronic repeatable prescription or

no longer appropriate or safe for him to continue to receive repeatable prescribing services;

240.2 he has issued the person with a non-electronic repeatable prescription in place of the electronic repeatable prescription; or

240.3 it comes to his notice that the person has been removed from the list of patients of the Contractor on whose behalf the prescription was issued.

**241** Where a prescriber has cancelled a person's electronic repeatable prescription in accordance with clause 240 he must, as soon as is practicable, notify that person.

**241A** A prescriber who has issued a non-electronic repeatable prescription in respect of a person must, as soon as practicable, make reasonable efforts to notify the chemist that that repeatable prescription should no longer be used to provide repeat dispensing services to that person, if, before the expiry of that repeatable prescription:

241A.1 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;

241A.2 he issues or creates a further repeatable prescription in respect of the person to replace the original repeatable prescription other than in the circumstances referred to in clause 239.1 (for example, because the person wishes to obtain the drugs, medicines or appliances from a different chemist); or

241A.3 it comes to his notice that that person has been removed from the list of patients of the Contractor on whose behalf the prescription was issued.

**241B** Where the circumstances in clauses 241A.1. to 241A.3 apply, the prescriber must as soon as practicable notify the person on whose behalf the non-electronic repeatable prescription was issued that that repeatable prescription should no longer be used to obtain repeat dispensing services.

### **Restrictions on prescribing by medical practitioners**

**242** In the course of treating a patient to whom he is providing treatment under the Agreement, 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 Secretary of State under section 88 of the Act (GMS Contracts: prescription of drugs etc) as being drugs, medicines or other substances which may not be ordered for patients in the provision of medical services under a general medical services contract but may, subject to clause 376, prescribe such a drug, medicine or other substance for that patient in the course of that treatment under a private arrangement.

**243** In the course of treating a patient to whom he is providing treatment under the Agreement, 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 Secretary of State under section 88 of the Act as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless:

243.1 that patient is a person of the specified description;

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

243.3 the practitioner includes on the prescription form the reference "SLS",

but may, subject to clause 376, prescribe such a drug, medicine or other substance for that patient in the course of that treatment under a private arrangement.

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

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

244.2 the practitioner includes on the prescription form the reference "SLS",

but may, subject to clause 376, prescribe such an appliance for that patient in the course of that treatment under a private arrangement.

**245** In the course of treating a patient to whom he is providing treatment under the Agreement, 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 376, prescribe such a drug for that patient in the course of that treatment under a private arrangement.

### **Restrictions on prescribing by supplementary prescribers**

**246** 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:

246.1 issue or create a prescription for a prescription only medicine;

246.2 administer a prescription only medicine for parenteral administration; or

246.3 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 247.

**247** The conditions referred to in clause 246 are that:

247.1 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;

247.2 RESERVED

247.3 the drug, medicine, or other substance is not specified in any directions given by the Secretary of State under section 88 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 a general medical services contract;

247.4 the drug, medicine or other substance is not specified in any directions given by the Secretary of State under section 88 of the Act as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless:

247.4.1 the patient is a person of the specified description,

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

247.4.3 if the supplementary prescriber is issuing or creating a prescription, he endorses on the prescription form the reference "SLS".

**248** Where the functions of a supplementary prescriber include prescribing, the Contractor shall have arrangements in place to secure that that person will only issue or create a prescription for:

248.1 an appliance; or

248.2 a medicine which is not a prescription only medicine,

as a supplementary prescriber under the conditions set out in clause 249.

**249** The conditions referred to in clause 248 are that:

249.1 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:

249.1.1 the name of the patient to whom the plan relates,

249.1.2 the illness or conditions which may be treated by the supplementary prescriber,

249.1.3 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,

- 249.1.4 reference to the class or description of medicines or types of appliances which may be prescribed or administered under the plan,
- 249.1.5 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,
- 249.1.6 relevant warnings about known sensitivities of the patient to, or known difficulties of the patient with, particular medicines or appliances,
- 249.1.7 the arrangements for notification of :
  - 249.1.7.1 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,
  - 249.1.7.2 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
- 249.1.8 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;
- 249.2 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;
- 249.3 RESERVED
- 249.4 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 Secretary of State under section 88 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 a general medical services contract;

249.5 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 Secretary of State under section 88 of the Act as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless:

249.5.1 the patient is a person of the specified description,

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

249.5.3 when issuing or creating the prescription, he includes on the prescription form the reference "SLS";

249.6 RESERVED

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

249.8 if it is a prescription for a restricted availability appliance:

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

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

249.8.3 when issuing or creating the prescription, he includes on the prescription form the reference "SLS".

**250** In clause 248.1, "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:

250.1 the patient to whom the plan relates;

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

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

**251** RESERVED

### **Bulk prescribing**

**252** Where the Contractor is responsible under the Agreement 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 clause 253 to clause 254 apply, the prescriber may use a single non-electronic prescription form for the purpose.

**253** Where a prescriber uses a single non-electronic prescription form for the purpose mentioned in clause 252, 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:

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

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

**254** Clauses 252 and 253 apply to any drug, medicine or appliance which can be supplied as part of pharmaceutical services or local pharmaceutical services and which:

254.1 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

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

**255** RESERVED.

### **Excessive prescribing**

**256** The Contractor shall not prescribe drugs, medicines and 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 PCT may, if the Contractor consents, seek the views of the Local Medical Committee (if any) for its area.

### **Provision of dispensing services by the Contractor**

**257** Without prejudice to any separate right one or more medical practitioners may have under regulation 60 of the Pharmaceutical Regulations, the Contractor may provide dispensing services to its registered patients under the Agreement only if it is authorised or required to do so by the PCT in accordance with clauses 258 to 267 and clauses 274 to 278.

**258** The PCT may authorise or require the Contractor to provide dispensing services to a registered patient only if that patient:

258.1 satisfies one of the conditions in clause 259; and

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

**259** The conditions referred to in clause 258.1 are that the patient:

259.1 satisfies the PCT 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;

259.2 is resident in a controlled locality at a distance of more than 1.6 kilometres from any pharmacy, (other than a distance selling chemist), and all the conditions in clause 260 are satisfied in his case;

259.3 is resident in a controlled locality and any pharmacy within a distance of 1.6 kilometres from where the patient lives;

259.3.1 has been determined to be in a reserved location, and that determination has not been altered on appeal or by way of a further determination, or

259.3.2 is a distance selling chemist,

and all of the conditions in clause 260 are satisfied in his case; or

259.4 is one to whom clause 259.1 or 259.2 applies and at the time of the request the patient is living as a member of the household, other than as a temporary resident, of another person in respect of whom a contractor has residual premises approval.

**260** The conditions referred to in clause 259.2 and 259.3 are that:

260.1 the Contractor has been granted consent to dispense under clauses 268 to 273 in respect of :

260.1.1 the area in which the patient resides, and

260.1.2 the **Agreement** under which the patient receives primary medical services; and

260.2 there is in effect premises approval in relation to the premises from which the Contractor will dispense to the patient; and

260.3 any conditions imposed in connection with that grant under regulation 20(2) or 38(14)(b) of the Pharmaceutical Regulations as they apply pursuant to clause 272 are such as to permit dispensing services to be provided under clauses 257 to 267 by the Contractor to the patient.

**261** If the Contractor has been requested to provide dispensing services by a patient who satisfies one of the conditions in clause 259, and the Contractor:

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

261.2 does not so apply within the period of 30 days beginning with the date on which the patient made that request, the PCT may, subject to clause 263, require the Contractor to provide dispensing services to that patient at listed premises in the case of a patient falling within clauses 259.2 or 259.3, or practice premises in the

case of a patient falling within clause 259.1, and shall give the Contractor notice in writing to that effect.

**262** An application granted by the PCT under clause 261.1 shall, with effect from the date of the patient's request to the Contractor, enable the Contractor to provide dispensing services at listed premises in the case of a patient falling within clauses 259.2 or 259.3, or practice premises in the case of a patient falling within clause 259.1 to that patient, so long as the Agreement remains in effect.

**263** The PCT shall not, under clause 261.2, require the Contractor to provide dispensing services at listed premises or practice premises to a patient if the Contractor satisfies the PCT that:

263.1 it does not normally provide dispensing services under the **Agreement**; or

263.2 in the case of a patient to whom clause 259.2, 259.3 or 259.4 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.

**264** The PCT shall give the Contractor reasonable notice:

264.1 that it requires it to provide dispensing services to a registered patient in accordance with the **Agreement**; or

264.2 that, subject to clause 265, where a patient no longer satisfies the requirements of clause 259, the Contractor shall discontinue the provision of dispensing services to that patient.

**265** A notice under clause 264:

265.1 shall be subject to any postponement or termination of arrangements to provide dispensing services under clauses 257 to 267 in accordance with conditions imposed under regulation 20(2) or 38(14)(b) of the Pharmaceutical Regulations as they apply pursuant to clauses 272; and

265.2 shall not be given:

265.2.1 pending the outcome of the resolution of any dispute concerning the decision by the PCT to postpone the making or termination of arrangements to provide dispensing services under clauses 257 to 267 in accordance with conditions referred to in clause 265.1; or

265.2.2 during the period for bringing an appeal, or pending the determination of any appeal, referred to in regulation 31(9) of the Pharmaceutical Regulations (determination of whether an area is a controlled locality).

**266** If the Contractor has been granted the right under clauses 257 to 265 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.

**267** In clauses 257 to 265 and clauses 268 to 285 “controlled locality”, “distance selling chemist”, “pharmacy”, “practice premises”, “premises approval”, “reserved location” and “residual premises approval” have the same meanings as in the Pharmaceutical Regulations, and “listed premises” means the premises specified in relation to the contractor in the dispensing contractors list.

### **Consent to dispense and premises approval**

**268** If the Contractor wishes to be granted the right under clauses 257 to 267 to secure the provision of dispensing services to some or all of its registered patients, it may apply to the PCT in writing for:

268.1 consent to dispense, specifying:

268.1.1 the area, and

268.1.2 the **Agreement**,

in relation to which it wishes the consent to dispense to be granted; and

268.2 premises approval, specifying:

268.2.1 the premises for which it wishes to be granted premises approval and whether those premises are listed premises in relation to a different area, and

268.2.2 whether the application arises because there has been a practice amalgamation and, if so, the names of the contractors participating in the amalgamation.

**269** An application under clause 268 shall be determined in accordance with clauses 273A to 273P and regulations 18, 20(2), 33, 34 and 36 to 38 of the Pharmaceutical Regulations (as modified in accordance with clause 272), as though it were an application for outline consent or premises approval under regulation 61 of those Regulations.

**270** The PCT may refuse an application in respect of some of the premises for which approval is sought (notwithstanding that it would, if determining the application for those premises in isolation, grant it) where the number of applications for premises approval are such, or the circumstances in which they are made are such, that to grant all or some of them would prejudice the proper provision of primary medical services, dispensing services, local pharmaceutical services or pharmaceutical services in any locality.

**271** RESERVED

**272** Regulations 18, 20(2), 33, 34 and 36 to 38 of the Pharmaceutical Regulations shall apply as if:

272.1 in regulations 18(1), 34(1), 38(2)(e), for the references to “outline consent” there were substituted references to “consent to dispense”;

272.2 in regulation 18(2), for the reference to provisions being “subject to regulations 25, 26 and 65(4)” there were substituted a reference to provisions being, “subject to paragraph 47D(4)”;

272.3 in regulations 18(2)(b) and (c), 33(2)(j) and 34(1)(a) for the references to “regulation 61” there were substituted references to Schedule 5, Part 3, paragraph 47D(4) of Part 3 of Schedule 5 of the PMS Regulations;

272.4 in regulations 33(2) and 36(1) and (9), the references to provisions being “subject to regulations 25 and 26” were omitted; and

272.5 for regulation 33(3) there were substituted:

“(3) Where the Primary Care Trust has sent a copy of an application under paragraph (2)(f) to another Primary Care Trust or Local Health Board it shall also, as soon as practicable, send a copy to:

- (a) the Local Pharmaceutical Committee for the locality of that other Primary Care Trust or Local Health Board (if any);
- (b) the Local Medical Committee for the locality of that other Primary Care Trust or Local Health Board (if any);
- (c) any person whose name is included in the pharmaceutical list of that other Primary Care Trust or Local Health Board, and whose interests might, in the opinion of the Primary Care Trust, be significantly affected if the application were granted;
- (d) any LPS chemist in the locality of that other Primary Care Trust or Local Health Board whose interests might, in the opinion of the Primary Care Trust, be significantly affected if the application were granted;
- (e) any person (except that other Primary Care Trust or Local Health Board) who is a provider of primary medical services or whose name is included in the dispensing contractors list, or dispensing doctor list maintained in accordance with regulation 68 of the Pharmaceutical Regulations, of that other Primary Care Trust or Local Health Board who might, in the opinion of the Primary Care Trust, be significantly affected if the application were granted;
- (f) any Patients’ Forum or Community Health Council serving the area of that other Primary Care Trust or Local Health Board; and
- (g) any other patient, consumer or community group in the area of that other Primary Care Trust or Local Health Board that the Primary Care Trust considers has an interest in the provision of dispensing services in the neighbourhood.”;

272.6 in regulation 38(2)(c), for the references to “regulation 60” there were substituted a reference to Schedule 5, Part 3, paragraph 46 of the PMS Regulations;

272.7 in regulation 38(2)(e)(i), for the reference to “regulation 62(8)” there were substituted a reference to Schedule 5, Part 3, paragraph 47A(8) of Part 3 of Schedule 5 of the PMS Regulations;

272.8 in regulation 38(2)(e)(ii) for “paragraph (13)(a) of that regulation” there were substituted “Schedule 5, Part 3, paragraph 47A(13)(a) of the PMS Regulations”; and

272.9 in regulation 38(2)(e)(iii), for “paragraph (13)(b) of that regulation” there were substituted “Schedule 5, Part 3, paragraph 47A(13)(b) of the PMS Regulations”.

**273** Any reference in clauses 273A to 273P, 273Q to 273S, 273T to 273AG , or 275A to 275I to regulations 18, 20(2), 33, 34 and 36 to 38 shall apply as modified by clause 272.

### **Taking effect of consent to dispense and premises approval**

**273A** When granting consent to dispense, the PCT shall determine in accordance with clause 273B when the consent to dispense is to take effect.

**273B** The consent to dispense shall take effect:

273B.1 in relation to premises to which clause 273C applies, on the date on which consent to dispense is finally granted; and

273B.2 in relation to premises to which clause 273D applies, in accordance with clauses 273K to 273M.

**273C** This clause applies to premises for which consent to dispense is sought and:

273C.1 which were, on the date of receipt of the application by the PCT;

273C.1.1 practice premises, or

273C.1.2 in a reserved location; or

273C.2 in relation to which, on the day before the date on which the application for consent to dispense is granted, there are no outstanding applications.

**273D** This clause applies where, on the day before the date on which the application for outline consent is granted, there are outstanding applications.

**273E** For the purposes of clauses 273C, 273D, 273F, 273I and 273J and clauses 273T to 273AG, an “outstanding application” means an application by a pharmacist under regulation 5 or 40 of the Pharmaceutical Regulations which:

273E.1 is in relation to premises which are within 1.6 kilometres of the premises for which premises approval has been sought; and

273E.2 which:

273E.2.1 has been made, but not determined (including on appeal); or

273E.2.2 has been granted but the provision of pharmaceutical services from those premises has not commenced.

**273F** Where clause 273B.2 applies, notification of the determination of the application for consent to dispense by the PCTs or, on appeal, by the Secretary of State, shall give details of:

273F.1 the outstanding applications; and

273F.2 the earliest date on which an application can be made under clause 273K to the PCT for a determination that the consent to dispense should come into effect (“Provisional Date”).

**273G** The Provisional Date is the day after the end of a period of one year beginning with the date of:

273G.1 the determination of the application for consent to dispense; or

273G.2 where that determination is the subject of an appeal, the determination of that appeal.

**273H** The PCT may, at any time before the Provisional Date, for good cause determine that the Provisional Date shall be extended for a period not exceeding three months beginning with the date specified in clause 273G.1 or 273G.2, and any reference in clauses 273A to 273P or in clauses 273T to 273W to the provisional date shall include a reference to the Provisional Date as extended under this clause.

**273I** The PCT shall:

273I.1 ensure that any notifications required to be given by the PCT or the Secretary of State in relation to any outstanding applications are also given to the Contractor;

273I.2 notify the Contractor if any outstanding application is withdrawn; and

273I.3 where it extends the Provisional Date under clause 273H, notify the Contractor of the new provisional date.

**273J** The consent to dispense shall lapse if, before the Provisional Date, pharmaceutical services are provided from premises which were the subject of an outstanding application which has been granted.

**273K** On, or as soon as reasonably practicable after, the Provisional Date, the PCT shall notify the Contractor and

273K.1 it may within three months of the Provisional Date require the PCT in writing to determine whether the consent to dispense should come into effect; and

273K.2 the PCT shall determine the request as soon as practicable and in accordance with clauses 273L and 273M.

**273L** Where, on the date of the determination under clause 273K, the premises are practice premises, the PCT shall determine that the consent to dispense and premises approval in respect of those premises shall come into effect on that date.

**273M** Where, on the date of the determination under clause 273K, the premises are not practice premises:

273M.1 the application for consent to dispense shall be refused as regards premises approval for those premises; or

273M.2 where none of the premises for which premises approval has been granted are practice premises, the consent to dispense shall lapse.

**273N** The PCT shall notify its determination under clause 272K to the Contractor and those persons to whom notice of the application under clauses 268 to 273 was required to be given under regulation 33(2) and (3) of the Pharmaceutical Regulations.

**273O** Where the PCT has determined that:

273O.1 the Provisional Date shall be extended under clause 273H;

273O.2 the application for consent to dispense shall be refused under clause 273M.1; or

273O.3 consent to dispense shall lapse under clause 273M.2,

the Contractor may appeal to the Secretary of State against any such determination by giving notice of appeal in accordance with regulation 38(5) of the Pharmaceutical Regulations, and such appeal shall be determined in accordance with regulation 38 of the Pharmaceutical Regulations

**273P** Premises approval shall take effect when the related consent to dispense takes effect.

### **Lapse of consent to dispense and premises approval**

**273Q** A consent to dispense shall cease to have effect:

273Q.1 where no arrangement under clauses 257 to 267 has been made pursuant to it within 12 months from its taking effect;

273Q.2 where more than 12 months have elapsed since the last provision of drugs and appliances under an arrangement made pursuant to clauses 257 to 267;

273Q.3 in accordance with clause 273J or 273M ;

273Q.4 where there is a practice amalgamation and following the amalgamation there are no practice premises which have premises approval; or

273Q.5 where the agreement has terminated.

**273R** Premises approval shall cease to have effect in relation to

273R.1 listed premises which have permanently ceased to be practice premises;

273R.2 listed premises which have not been used for dispensing by the Contractor for six months or such longer period as the PCT may for good cause allow;

273R.3 listed premises which were granted premises approval under clause 273AJ, where no practice amalgamation takes place within the period specified in clause 273AN.

**273S** Premises approval shall cease to have effect where the related consent to dispense ceases to have effect.

**Premises approval: change of premises before consent to dispense takes effect**

**273T** Where:

273T.1 consent to dispense has been granted but has not yet taken effect under clauses 273A to 273P; and

273T.2 before the Provisional Date, the Contractor intends to change the premises from which he wishes to dispense,

the Contractor may apply to the PCT in writing for the PCT to determine whether premises approval should be given in relation to the new premises, and the PCT shall make the determination in accordance with clause 273U.

**273U** If the PCT is satisfied that the change of premises is a minor relocation it may grant premises approval for those premises, but if it is not so satisfied the application for the premises approval to be given in relation to the new premises shall be refused.

**273V** The PCT shall notify those persons to whom notice of the application under clauses 268 to 273 was required to be given and applicants in relation to the outstanding applications, of its determination under clause 273U.

**273W** The determination by the PCT under clause 273U may be appealed to the Secretary of State by the Contractor, and such appeal shall be determined in accordance with regulation 38 of the Pharmaceutical Regulations.

**Premises approval: additional and new premises after consent to dispense has taken effect**

**273X** Where the Contractor has been granted consent to dispense which has taken effect and the Contractor wishes to be granted premises approval in relation to premises in addition to those in respect of which premises approval has been given (“Additional Premises”), the Contractor may apply to the appropriate Primary Care Trust and

- 273X.1 the application shall be determined by the relevant Primary Care Trust, and
- 273X.2 clauses 273X to 273AG and clauses 268 to 273 and regulations 18, 20(2), 34, 36(1) and (3) to (9), 37 and 38 of the Pharmaceutical Regulations shall apply to such an application as they apply to an application for consent to dispense under clauses 268 to 273.

**273Y** For the purposes of clause 273X to 273 AG:

- 273Y.1 the “Appropriate Primary Care Trusts” are those who hold dispensing contractor lists on which the Contractor is included; and
- 273Y.2 the “Relevant Primary Care Trust” is the Primary Care Trust in whose area the Additional Premises are situated.

**273Z** If the Contractor wishes to be granted premises approval in relation to premises (“New Premises”) where it wishes to dispense instead of listed premises, it may apply to all the Appropriate Primary Care Trusts and the application shall be determined by the Relevant Primary Care Trust in accordance with clause 273AA.

**273AA** The Relevant Primary Care Trust shall:

273AA.1 grant the application made in accordance with clause 273Z where:

273AA.1.1 the new premises are less than 500 metres by the most practicable route on foot from the listed premises which they are to replace; or

273AA.1.2 the Relevant Primary Care Trust is otherwise satisfied that granting the application would not result in a significant change in the arrangements for the provision of pharmaceutical services or dispensing services in any part of a controlled locality,

provided that no further applications shall be granted under this clause for a period of 12 months beginning with the date on which the Contractor commenced providing services from the new premises unless the Relevant Primary Care Trust shall for good cause allow; and

273AA.2 in any other case determine the application in accordance with clause 272X as if the references to Additional Premises were to new premises.

**273AB** The Relevant Primary Care Trust shall notify its determination under clause 273AA.1 to the persons to whom the notice is required to be given under regulation 33(2) and (3) of the Pharmaceutical Regulations and to the Appropriate Primary Care Trusts.

**273AC** A determination by the Relevant Primary Care Trust may be appealed to the Secretary of State by the Contractor and any of the persons notified under clause 273AB apart from any Local Pharmaceutical Committee or any Local Medical Committee, and such appeal shall be determined in accordance with regulation 38 of the Pharmaceutical Regulations.

**273AD** Subject to clause 273AE, when granted in relation to new or Additional Premises, the premises approval shall take effect from the date of notification of the grant and for this purpose the date of the notification of a grant of any application shall be:

273AD.1 where no appeal is made under clause 273AC against the decision of the Relevant Primary Care Trust, the date after the expiry of the period of 30 days beginning with the date on which notice of that decision is given under clause 273AB; or

273AD.2 where such an appeal is made, the date on which the Secretary of State gives notice of his decision under regulation 38 of the Pharmaceutical Regulations.

**273AE** Where:

273AE.1 the premises approval is granted in relation to Additional Premises; and

273AE.2 in relation to the premises for which the approval is granted there was, at the date of the grant, an outstanding application;

the premises approval shall provisionally take effect on the date which is the day after the end of a period of one year, or such longer period (not exceeding three months) as the Relevant Primary Care Trust may for good cause allow before the expiration of that year, from the final resolution of any outstanding application.

**273AF** The Relevant Primary Care Trust may grant temporary premises approval to a contractor who has consent to dispense and premises approval in relation to Additional or new Premises where it considers it desirable to do so to secure the adequate provision of dispensing services in the area served by the premises, and renew any such temporary approval granted, to secure such adequate provision, and where it does so it shall:

273AF.1 notify those persons to whom notice of the application under clauses 268 to 273 was required to be given under regulation 33(2) and (3) of the Pharmaceutical Regulations and applicants in relation to outstanding applications;

273AF.2 state the period during which the temporary premises approval is to apply; and

273AF.3 include those premises in the dispensing contractors list in relation to the Contractor.

**273AG** Temporary premises approval may be granted for a period not exceeding 12 months, and may be renewed for a further period not exceeding three months.

**Premises approval: practice amalgamations**

**273AH** “A Practice Amalgamation” occurs where two or more providers of primary medical services merge as a result of which two or more patient lists are combined and the agreement is varied.

**273AI** If, following a Practice Amalgamation, all the practice premises of the new practice are premises in respect of which premises approval was in effect immediately prior to the Practice Amalgamation, then consent to dispense and premises approval shall continue to have effect.

**273AJ** Where there is, or will be, a Practice Amalgamation and none or not all of the practice premises of the Contractor are, or will be, premises in respect of which premises approval was in effect immediately prior to the Practice Amalgamation, the Contractor if it has been granted consent to dispense and premises approval which is in effect either immediately before the Practice Amalgamation or the date of the application under this clause , may make an application for premises approval, and it shall be determined as provided in clauses 273X to 273AG as if it were an application from the Contractor with premises approval to have the right to dispense from:

273AJ.1 additional premises where the premises approval is required for Additional Premises as defined in clause 273X; or

273AJ.2 new premises where the premises approval is required for new premises as defined in clause 273Z,

and the PCT may grant temporary premises approval under clause 273AF.

**273AK** An application mentioned in clause 273AJ may be made before or after the Practice Amalgamation takes place, and where the Practice Amalgamation takes effect before the application has been finally determined:

273AK.1 any premises approval in effect at the date of the Practice Amalgamation shall have effect from the date of the amalgamation as if it were a temporary approval under clause 273AF for a period stated by the PCT not exceeding one year; and

273AK.2 the Contractor shall have temporary premises approval from the date of the practice amalgamation to dispense from any premises mentioned in the application for a period stated by the PCT not exceeding one year.

**273AL** When the Practice Amalgamation takes effect the Contractor shall notify all Primary Care Trusts in whose area the amalgamated practice is situated that the Practice Amalgamation has taken place.

**273AM** Subject to clause 273AN, where an application made under clause 273AJ was granted before the Practice Amalgamation takes place, premises approval shall take effect from the date of the Practice Amalgamation.

**273AN** Where an application was made under clause 273AJ before the Practice Amalgamation takes place and the Practice Amalgamation has not taken place before the end of a period of one year beginning with the date that premises approval was granted under that clause, that grant shall lapse.

**273AO** Where an application under clause 273AJ for premises approval is refused either for all or any of the premises specified in the application, whether before or after the Practice Amalgamation takes place, the contractor if it had premises approval prior to making the application, shall have residual premises approval.

**273AP** For the purposes of clauses 273AH to 273AQ “residual premises approval” means approval to dispense:

273AP.1 from premises in respect of which the Contractor had premises approval at the time of the application in relation to the Practice Amalgamation; and

273AP.2 to:

273AP.2.1 a patient for whom the Contractor making the application is authorised to provide dispensing services on the date the

application was refused, but excluding any such patient who ceases to be a patient mentioned in clauses 259.2 or 259.3; or

273AP.2.2 a patient who is not mentioned in clause 273AP.2.1 but who is mentioned in clauses 259.1 or 259.4 and for whom the Contractor making the application is authorised to provide dispensing services on the date the application was refused.

**273AQ** For the purposes of clause 273AP, clauses 259.2 or 259.3 shall be read as if the words “and all of the conditions in clause 260 are satisfied in his case” were omitted.

**Contractors who previously provided dispensing services under a general medical services contract**

**274** Clauses 274 and 275 apply where the Contractor was, immediately before the Commencement Date, providing primary medical services in the area of the PCT under a general medical services contract and:

274.1 the Contractor was, immediately before the Commencement Date, providing dispensing services to some or all of its patients in accordance with the general medical services contract; and

274.2 the Contractor has notified the PCT before entering into the **Agreement** that it intends to provide dispensing services under it.

**275** In a case to which Clause 274 applies the Contractor shall be regarded as:

275.1 being authorised or required under clauses 257 to 267 to provide dispensing services under the **Agreement** to any patient;

275.2 to whom, immediately before commencement of the **Agreement**, it provided dispensing services under a general medical services contract, and

275.3 who wishes the Contractor to continue to provide him with such services; and

275.4 having been granted consent to dispense in relation to the **Agreement** under clauses 268 to 273 in relation to the area for which it had such consent under the general medical service contract; and

275.5 having been granted premises approval in relation to the **Agreement** under clauses 268 to 273 for those premises from which it had, immediately before the commencement of the **Agreement**, authority to provide dispensing services under the general medical services contract.

### **Transitional provisions**

**275A** Clauses 275A to 275I apply where the Contractor has been granted, prior to 6th January 2006, consent to dispense in accordance with clauses 268 to 273 and that consent is in effect on 6th January 2006

**275B** For the purposes of clauses 275A to 275I, “Relevant Premises” means:

275B.1 premises from which, at the date of notification under clause 275E, the Contractor is providing primary medical services; or

275B.2 premises in addition to or in place of the premises specified in clause 275B.1 where, immediately before 6th January 2006, the Contractor intended to dispense.

**275C** The PCT shall determine whether or not to grant premises approval to Relevant Premises in accordance with clauses 275D to 275F.

**275D** Before 5th February 2006 the PCT shall notify the Contractor that:

275D.1 the PCT is required to make a determination under clause 275C as to whether or not to grant premises approval in respect of the relevant premises; and

275D.2 it may make written representations to the PCT in relation to such a determination within the period of 30 days beginning with the date of the PCT’s notification or such longer period as the PCT may for good cause allow.

**275E** The PCT shall:

275E.1 also notify the Local Medical Committee (if any) and the Local Pharmaceutical Committee (if any) which were required to be sent a copy of the application under regulations 33(2) and (3) of the Pharmaceutical Regulations and inform them that they may make written representations within the period of 30 days beginning with the PCT's notification;

275E.2 consider any representations received from the Committees mentioned in clause 275E.1 and the Contractor;

275E.3 determine that the Contractor has premises approval for premises which are, or are part of, Relevant Premises; and

275E.4 notify its decision to the Contractor, the Committees mentioned in clause 275E.1, any person providing pharmaceutical services or dispensing services in the PCT's area whose interests might, in the opinion of the PCT, be affected and all Patients' Forums in that area.

**275F** The PCT shall grant premises approval under clause 275C where it is satisfied that the relevant premises were, prior to 6th January 2006, being routinely used to provide dispensing services.

**275G** The PCT shall not refuse to grant premises approval under clause 275C by reason of the Relevant Premises being within 1.6 kilometres of any pharmacy.

**275H** The PCT's determination under clause 275E.3 may be appealed to the Secretary of State by a person notified of the determination under clause 275E.4 except the Committees mentioned in clause 275E.1, and regulations 38(5) to (15) of the Pharmaceutical Regulations shall apply to such appeals except that, for this purpose, regulation 38 shall be read as if:

275H.1 in paragraph (7), for "those persons mentioned in paragraph (3)(a)" to the end, there were substituted "those persons notified under sub paragraph (5)(d)";

275H.2 in paragraph (12), the list of persons to whom notice of the hearing should be sent were a reference to the persons notified under sub paragraph (5)(d) and

275H.3 in paragraph (14), sub-paragraphs (b), (c) and (d) were omitted.

**275I** Until:

275I.1 the date of the determination of the PCT under clause 275C; or

275I.2 the date that any appeal under clause 275H is decided,

whichever is the later, a Contractor shall be deemed to have been granted premises approval for the Relevant Premises, but it may not make any application to which clauses 273T to 273AG applies.

**Provision of dispensing services by Primary Care Trusts**

**276** RESERVED.

**277** RESERVED

**278** RESERVED:

**Terms relating to the provision of dispensing services**

**279** Where the Contractor has been granted the right to provide dispensing services under clauses 257 to 267 or where clauses 274 to 278 apply, it shall ensure that dispensing services are provided in accordance with clauses 280 to 288.

**280** Subject to clauses 281 and 282, the Contractor shall:

280.1 record an order for the provision of any drugs, medicines or appliances which are needed for the treatment of the patient on:

280.1.1 a non-electronic prescription form completed in accordance with clause 225, or

280.1.2 if the Contractor is the patient's nominated dispenser (or one of them), an electronic prescription form;

280.2 provide those drugs, medicines or appliances in a suitable container;

280.3 provide for the patient a drug or medicine specified in any directions given by the Secretary of State 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:

280.3.1 that patient is a person of the specified description, and

280.3.2 the drug or medicine is supplied for that patient only for the specified purpose; and

280.3.3 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.

**281** Clause 280 does not apply to drugs, medicines or appliances ordered on a prescription form by an independent nurse prescriber or a pharmacist independent prescriber.

**282** If the Contractor is providing dispensing services, where a patient:.

282.1 presents to it an order on a non-electronic prescription form for drugs, medicines or appliances signed by an independent nurse prescriber or a pharmacist independent prescriber, or an order for a restricted availability appliance signed by and endorsed with the reference "SLS" by an independent nurse prescriber or a pharmacist independent prescriber; or

282.2 in a case where the Contractor is the patient's nominated dispenser (or one of them) informs it that an independent nurse prescriber or a pharmacist independent prescriber has ordered drugs, medicines or appliances for him by means of an electronic prescription form,

the Contractor may, provided, in a case to which clause 282.2 above applies, he has received the electronic prescription form from the ETP service, provide to the patient such of the drugs, medicines or appliances so ordered as it supplies in the normal course of the practice.

**283** Drugs, medicines or appliances provided under clause 282 shall be provided in a suitable container.

- 284** 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 Secretary of State under section 88 of the Act as being drugs or medicines which may not be ordered for patients in the provision of medical services under a general medical services 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).
- 285** Subject to clause 287, nothing in clauses 279 to 284, 286 and 288 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.
- 286** If the Contractor is providing dispensing services, it shall comply with paragraph 5 of Schedule 2 to the Pharmaceutical Regulations, as if modified as follows:
- 286.1 for “paragraph 3, or in the circumstances set out in paragraph 4” there were substituted “paragraph 50(2) or 4 of Schedule 6 to the Regulations”; and
- 286.2 for “the dispensing doctor”, in each place where it occurs, there were substituted “the Contractor providing dispensing services”.
- 286A** If the Contractor is authorised or required by the PCT under clauses 257 to 267 or 274 to 275 to provide dispensing services it shall comply with paragraphs 7(1), (3) and (4) of Schedule 2 to the Pharmaceutical Regulations, with all references to “a dispensing doctor” or “the dispensing doctor” being read as references to the Contractor providing dispensing services.
- 287** 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.
- 288** 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**

**289** If the Contractor is authorised or required by the PCT under clauses 257 to 267 or 274 to 275 to provide dispensing services to its patients and is actually doing so the PCT shall:

289.1 include the Contractor's name;

289.2 include the address of the Contractor's premises from which it is authorised or required to dispense;

289.3 include that the Contractor is a contractor providing services under an Contract;

289.4 include the premises in relation to which the Contractor has premises approval;

289.5 state in relation to each premises included:

289.5.1 if premises approval is deemed, temporary or residual, that this is the case, and

289.5.2 the date on which premises approval took effect or where it has not taken effect, the date that it was finally granted;

289.6 state the area in relation to which there is consent to dispense and premises approval; and

289.7 include and identify separately, any premises in relation to which the contractor has undetermined applications for premises approval,

in its dispensing contractors list which it prepares and maintains under paragraph 51 of Schedule 6 to the General Medical Services Contracts Regulations (dispensing contractor list; and

**290** The PCT shall remove the name of the Contractor from the list referred to in clause 289 where the Contractor's consent to dispense ceases to have effect in accordance with clause 273Q, 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**

**291** The Contractor:

291.1 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

291.2 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 14**

### **PERSONS WHO PERFORM SERVICES**

#### **Qualifications of performers**

**292** Subject to clause 293, no medical practitioner shall perform medical services under the Contract unless he is:

292.1 included in a medical performers list for a Primary Care Trust in England;

292.2 not suspended from that list or from the Medical Register; and

292.3 not subject to interim suspension under section 41A of the Medical Act 1983.

**293** Clause 292.1 shall not apply in the case of

293.1 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;

293.2 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;

293.3 a GP Registrar who has applied to a Primary Care Trust to have his name included in its Medical Performers List until the first of the following events arises:

293.3.1 the Primary Care Trust notifies him of its decision on that application;  
or

293.3.2 the end of a period of two months, starting with the date on which his vocational training scheme began; or

293.4 a medical practitioner, who

293.4.1 is not a GP Registrar;

293.4.2 is undertaking a programme of post-registration supervised clinical practice supervised by the Postgraduate Medical Education and Training Board ("a post-registration programme")

293.4.3 has notified the Primary Care Trust that he will be undertaking part or all of a post-registration programme in its area at least 24 hours before commencing any part of that programme taking place in that the Primary Care Trust's area; and

293.4.4 has, with that notification, provided the Primary Care Trust with evidence sufficient for it to satisfy itself that he is undertaking a post-registration programme,

but only in so far as any medical services that the medical practitioner performs constitute part of a post-registration programme.

293.5 In this clause, "vocational training scheme" has the same meaning given in regulations 21(2) of the National Health Service (Performers Lists) Regulations 2004.

**294** No health care professional other than one to whom clauses 292 and 293 apply shall perform clinical services under the Contract unless he is registered with his relevant professional body and his registration is not currently suspended.

**295** 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.

**296** No health care professional shall perform any clinical services under the Contract unless he has such clinical experience and training as are necessary to enable him properly to perform such services.

### **Conditions for employment and engagement**

**297** Subject to clauses 298 and 299, the Contractor shall not employ or engage a medical practitioner (other than one falling within clause 293.3.3) unless:

297.1 that practitioner has provided it with the name and address of the Primary Care Trust on whose medical performers list he appears; and

297.2 the Contractor has checked that he meets the requirements in clause 292.

**298** 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 292 in accordance with clause 297.1 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.

**299** Where the prospective employee is a GP Registrar, the requirements set out in clause 297 shall apply with the modifications that:

299.1 the name and address provided under clause 297.1 may be the name and address of the Primary Care Trust on whose list he has applied for inclusion; and

299.2 confirmation that his name appears on that list shall not be required until the end of the first two months of his training period.

**300** The Contractor shall not employ or engage:

300.1 a health care professional other than one to whom clauses 292 and 293 apply unless the Contractor has checked that he meets the requirements in clause 294; or

300.2 a health care professional to perform clinical services under the Contract unless he has taken reasonable steps to satisfy himself that he meets the requirements in clause 296.

**301** 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 294 in accordance with clause 300 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.

**302** When considering a health care professional's experience and training pursuant to clause 300.2, 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.

**303** The Contractor shall not employ or engage a health care professional to perform medical services under the Contract, other than a medical practitioner falling within clause 293.3.3, unless:

303.1 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

303.2 the Contractor has checked and is satisfied with the references.

**304** 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 303.2 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.

**305** 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.

**306** 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.

**307** When considering the competence and suitability of any person for the purpose of clause 306, the Contractor shall have regard, in particular, to:

307.1 that person's academic and vocational qualifications;

307.2 his education and training; and

307.3 his previous employment or work experience.

**307A** The Contractor shall notify the PCT within 7 days of the Contractor implementing any change in Performers operating under this **Agreement**. Such changes shall include:

307A.1 The engagement of a new Performer (permanent / contracted)

307A.2 The dismissal or departure (for any reason), or retirement of a Performer

307A.3 Maternity, paternity and adoption leave

307A.4 Any sabbatical taken.

The Contractor shall provide the date the change in personnel shall be effective from, together with details of the working commitment of the Performer.

**308** The Contractor shall ensure that for any health care professional who is:

308.1 performing clinical services under the **Agreement**; or

308.2 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 providing or assisting in performing.

- 309** 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**

- 310** 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.

### **Arrangements for GP Registrars**

- 311** The Contractor shall only employ a GP Registrar subject to the conditions in clause 312.
- 312** The conditions referred to in clause 311 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 Agreement or for which other staff assist them in the performance of those services.
- 313** Where the Contractor employs a GP Registrar, the Contractor shall:
- 313.1 offer him terms of employment in accordance with the rates and subject to the conditions contained in any directions given by the Secretary of State to Strategic Health Authorities under section 8 of the Act concerning the grants, fees, travelling and other allowances payable to GP Registrars; and
- 313.2 take into account any guidance issued by the Secretary of State in relation to the GP Registrar scheme.

### **Doctors with provisional registration**

- 314** The Contractor shall not by reason only of having employed or engaged a person who is provisionally registered under section 15, 15A or 21 of the Medical Act 1983 and is acting in the course of his employment in a resident medical capacity in an approved medical

practice, reduce the total number of hours in which other staff assist in the performance of medical services under the contract.

**Independent nurse prescribers, pharmacist independent prescribers and supplementary prescribers**

**315** Where:

315.1 the Contractor employs or engages a person who is an independent nurse prescriber, a pharmacist independent prescriber or a supplementary prescriber whose functions will include prescribing; or

315.2 a party to the **Agreement** is an independent nurse prescriber, a pharmacist independent prescriber or a supplementary prescriber whose functions will include prescribing unless immediately before becoming such a party he fell within clause 315.1; or

315.3 the functions of a person who is an independent nurse prescriber, a pharmacist independent prescriber or a supplementary prescriber are extended to include prescribing,

it shall notify the PCT 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 **Agreement**) or the person's functions were extended, as the case may be.

**316** Where:

316.1 the Contractor ceases to employ or engage a person who is an independent nurse prescriber, a pharmacist independent prescriber or a supplementary prescriber whose functions included prescribing;

316.2 the party to the **Agreement** who is an independent nurse prescriber, a pharmacist independent prescriber or a supplementary prescriber whose functions include prescribing, ceases to be a party to the **Agreement**;

316.3 the functions of a person who is an independent nurse prescriber, a pharmacist independent prescriber or a supplementary prescriber are changed so that they no longer include prescribing in its practice; or

316.4 the Contractor becomes aware that a person who is an independent nurse prescriber, a pharmacist independent prescriber or a supplementary prescriber has been removed or suspended from the relevant register,

it shall notify the PCT by the end of the second working day after the day when the event occurred.

**317** The Contractor shall provide the following information when it notifies the PCT in accordance with clause 315:

317.1 the person's full name;

317.2 his professional qualifications;

317.3 his identifying number which appears in the relevant register;

317.4 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;

317.5 the date on which:

317.5.1 he was employed or engaged, if applicable,

317.5.2 he became a party to the Contract, if applicable, or

317.5.3 one of his functions became to prescribe in its practice.

**318** The Contractor shall provide the following information when it notifies the PCT in accordance with clause 316:

318.1 the person's full name;

318.2 his professional qualifications;

318.3 his identifying number which appears in the relevant register;

318.4 the date:

318.4.1 he ceased to be employed or engaged in its practice,

318.4.2 he ceased to be a party to the Contract,

318.4.3 his functions changed so as no longer to include prescribing, or

318.4.4 on which he was removed or suspended from the relevant register.

### **Signing of documents**

**319** In addition to any other requirements relating to such documents whether in these clauses or otherwise, the Contractor shall ensure:

319.1 That the documents specified in clause 320 include:

319.1.1 the clinical profession of the health care professional who signed the document; and

319.1.2 the name of the Contractor on whose behalf it is signed; and

319.2 that the documents specified in clause 320A include the clinical profession of the health care professional who signed the document.

**320** The documents referred to in clause 319.1 are:

320.1 certificates issued in accordance with regulation 12 of the Regulations, unless regulations relating to particular certificates provide otherwise; and

320.2 any other clinical documents, apart from those specified in 320A.

**320A** The documents referred to in clause 319.2 are batch issues, prescription forms and repeatable prescriptions.

## **Appraisal and assessment**

**321** The Contractor shall ensure that any medical practitioner performing services under the Agreement:

321.1 participates in the appraisal system provided by the PCT, unless he participates in an appropriate appraisal system provided by another health service body or is an armed forces GP; and

321.2 co-operates with an assessment by the NPSA when requested to do so by the PCT.

**322** The PCT shall provide an appraisal system for the purposes of clause 321.1

## **Sub-contracting of clinical matters**

**323** The Contractor shall not sub-contract any of its rights or duties under the Contract in relation to clinical matters unless it has taken reasonable steps to satisfy itself :

323.1 it is reasonable in all the circumstances;

323.2 that the person is qualified and competent to provide the service and

323.3 that it is satisfied in accordance with clause 383 that the sub-contractor holds adequate insurance.

**324** Where the Contractor sub-contracts any of its rights or duties under the Agreement in relation to clinical matters, it shall:

324.1 inform the PCT of the sub-contract as soon as is reasonably practicable; and

324.2 provide the PCT with such information in relation to the sub-contract as it reasonably requests.

**325** Where the Contractor sub-contracts clinical services under clause 323 the parties to the contract shall be deemed to have agreed a variation to this Agreement which has the effect of adding to the list of the contractor's premises any premises which are to be used by the sub-contractor for the purposes of the sub-contract and clause 420 shall not apply.

- 326** The Contractor must ensure that any person with whom it sub-contracts is prohibited from sub-contracting the clinical services it has agreed with the Contractor to provide.

## **PART 15**

### **RECORDS, INFORMATION, NOTIFICATION AND RIGHTS OF ENTRY**

#### **Patient records**

- 327** In this part, “computerised records” means records created by way of entries on a computer.
- 328** The Contractor shall keep adequate records of its attendance on and treatment of its patients and shall do so:
- 328.1 on forms supplied to it for the purpose by the PCT; or
- 328.2 with the written consent of the PCT, by way of computerised records,
- or in a combination of those two ways.
- 329** The Contractor shall include in the records referred to in clause 328 clinical reports sent in accordance with clause 47 or from any other health care professional who has provided clinical services to a person on its list of patients.
- 330** The consent of the PCT required by clause 328.2 shall not be withheld or, once given, withdrawn provided the PCT is satisfied, and continues to be satisfied, that:
- 330.1 the computer system upon which the Contractor proposes to keep the records has been accredited by the Secretary of State 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) ;

330.2 the security measures, audit and system management functions incorporated into the computer system as accredited in accordance with clause 330.1 have been enabled; and

330.3 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.

**331** Where a patient’s records are computerised records, the Contractor shall, as soon as possible following a request from the PCT, allow the PCT 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 330.2 to the extent necessary for the PCT to check that the audit function is enabled and functioning correctly.

**332** The Contractor shall send the complete records relating to a patient to the PCT:

332.1 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 PCT 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 as soon as possible, at the request of the PCT; or

332.2 in any other case where the person is no longer registered with the Contractor, as soon as possible at the request of the PCT.

**333** To the extent that a patient’s records are computerised records, the Contractor complies with clause 332 if it sends to the PCT a copy of those records:

333.1 in written form; or

333.2 with the written consent of the PCT in any other form.

**334** The consent of the PCT to the transmission of information other than in written form for the purposes of clause 333.2 shall not be withheld or withdrawn provided it is satisfied, and continues to be satisfied, with the following matters:

334.1 the Contractor’s proposals as to how the record will be transmitted;

334.2 the Contractor's proposals as to the format of the transmitted record;

334.3 how the Contractor will ensure that the record received by the PCT is identical to that transmitted; and

334.4 how a written copy of the record can be produced by the PCT.

**335** 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 330.2.

### **Access to records for the purpose of the Quality Information Preparation Scheme**

**336** RESERVED.

**337** RESERVED.

### **Confidentiality of personal data**

**338** The Contractor shall nominate a person with responsibility for practices and procedures relating to the confidentiality of personal data held by it.

### **Practice leaflet**

**339** The Contractor shall:

339.1 compile a practice leaflet which shall include the information specified in Schedule 3;

339.2 review its practice leaflet at least once in every period of 12 months and make any amendments necessary to maintain its accuracy; and

339.3 make available a copy of the leaflet, and any subsequent updates, to its patients and prospective patients.

### **Provision of information**

**340** Subject to clause 341, the Contractor shall, at the request of the PCT, produce to the PCT or to a person authorised in writing by the PCT or allow it, or a person authorised in writing by it, to access, on request:

340.1 any information which is reasonably required by the PCT for the purposes of or in connection with the **Agreement**; and

340.2 any other information which is reasonably required in connection with the PCT's functions.

**341** The Contractor shall not be required to comply with any request made in accordance with clause 340 unless it has been made by the PCT in accordance with directions relating to the provision of information by contractors given to the PCT under section 17 of the Act.

**341A** The Contractor shall produce the information requested, or, as the case may be, allow access to it :

341A.1 by such date as has been agreed as reasonable between the Contractor and the PCT; or

341A.2 in the absence of such agreement, within 28 days of the request being made.

### **Requests for information from PCT Patients' Forums**

**342** Subject to clause 343, if the Contractor receives a written request from the PCT Patients' Forum established for the PCT to produce any information which appears to the Forum to be necessary for the effective carrying out of its functions, it shall comply with that request promptly and in any event no later than the twentieth working day following the date the request was made.

**343** The Contractor shall not be required to produce information under clause 342 which:

343.1 is confidential and relates to a living individual, unless at least one of the conditions specified in clause 344 applies; or

343.2 is prohibited by disclosure by or under any enactment or any ruling of a court of competent jurisdiction or is protected by the common law, unless clause 345 applies.

**344** The conditions referred to in clause 343.1 are:

344.1 the information can be disclosed in a form from which the identity of the individual cannot be ascertained; or

344.2 the individual consents to the information being disclosed.

**345** Clauses 342 to 346 apply where:

345.1 the prohibition of the disclosure of the information arises because the information is capable of identifying an individual; and

345.2 the information is or can be disclosed in a form from which the identity of the individual cannot be ascertained.

**346** In a case where the information falls within:

346.1 clause 343.1 and the condition in clause 344.1 applies; or

346.2 clause 343.2 and clause 345 applies,

the PCT Patients' Forum may require the Contractor to put the information in a form from which the identity of the individual concerned cannot be ascertained.

### **Inquiries about prescriptions and referrals**

**347** The Contractor shall, subject to clauses 348 and 349, sufficiently answer any inquiries whether oral or in writing from the PCT concerning:

347.1 any prescription form or repeatable prescription issued or created by a prescriber;

347.2 the considerations by reference to which prescribers issue such forms;

347.3 the referral by or on behalf of the Contractor of any patient to any other services provided under the Act; or

347.4 the considerations by which the Contractor makes such referrals or provides for them to be made on its behalf.

**348** An inquiry referred to in clause 347 may only be made for the purpose either of obtaining information to assist the PCT to discharge its functions or of assisting the Contractor in the discharge of its obligations under the Contract.

**349** The Contractor shall not be obliged to answer any inquiry referred to in clause 347 unless it is made:

349.1 in the case of clause 347.1 or 347.2 by an appropriately qualified health care professional; or

349.2 in the case of clause 347.3 or 347.4, by an appropriately qualified medical practitioner,

appointed in either case by the PCT to assist it in the exercise of its functions under clause 347 and 348 who produces, on request, written evidence that that person is authorised by the PCT to make such an inquiry on its behalf.

### **Reports to a medical officer**

**350** The Contractor shall, if it is satisfied that the patient consents:

350.1 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

350.2 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 or created 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.

**351** For the purpose of satisfying itself that the patient has consented as required by clause 350, 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**

**352** The Contractor shall submit an annual return relating to the Agreement to the PCT which shall require the same categories of information from all persons who hold contracts with the PCT. The Contractor shall include within the annual return, a self assessment carried out in accordance with the Performance Management Schedule in Schedule12 and an annual business development plan.

**352A** One such return may be requested by the PCT 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.

**352B** The Contractor shall submit the completed return to the PCT :

352B.1 by such date as has been agreed as reasonable between the Contractor and the PCT; or

352B.2 in the absence of such agreement, within 28 days of the request being made.

**353** Following receipt of the return referred to in clause 352, the PCT shall arrange with the Contractor an annual review of its performance in relation to the Contract.

**354** The PCT shall prepare a draft record of the review referred to in clause 352 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.

**354A** In clauses 352 to 354, "financial year" means the 12 months ending with 31 March .

**354B** The annual review will include an analysis of the Contractor's QOF score across clinical and non-clinical domains.

**354C** The annual return shall demonstrate that the Contractor has

**354C.1** participated in all quality and clinical governance initiatives with the PCT

**354C.2** met national performance targets for immunisations and screening programmes and contributed to the delivery of targets set by the PCT in the Local Delivery Plan.

**354C.3** undertaken routine monitoring of patient satisfaction surveys using a methodology agreed with the PCT and made regular reports on the outcome of this monitoring available to patients at the practice and to the PCT

**354C.4** complied with the Performance Management Schedule at Schedule 12

**354C.5** complied with all current Department of Health initiatives as may be relevant from time to time

#### **Notifications to the PCT**

**355** In addition to any requirements of notification elsewhere in the Agreement, the Contractor shall notify the PCT in writing, as soon as reasonably practicable, of:

355.1 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 **Agreement**;

355.2 any circumstances which give rise to the PCT's right to terminate the contract under clauses 429 and 431;

355.3 any appointments system which it proposes to operate and the proposed discontinuance of any such system;

355.4 any change of which it is aware in the address of a registered patient; and

355.5 the death of any patient of which it is aware.

- 356** The Contractor shall, unless it is impracticable for it to do so, notify the PCT in writing within 28 days of any occurrence requiring a change in the information about it published by the PCT in accordance with regulations made under section 83(3)) of the Act.
- 357** The Contractor shall notify the PCT 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 55.3 or 58 within the period of 28 days beginning on the day that the services were provided.

**Notice provision specific to a Contractor that is a qualifying body**

- 358** Where a qualifying body is a party to the agreement, the Contractor shall give notice in writing to the PCT forthwith when:
- 358.1 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;
- 351.1 a new director or secretary is appointed;
- 358.2 the qualifying body passes a resolution or a court of competent jurisdiction makes an order that the qualifying body be wound up;
- 358.3 circumstances arise which might entitle a creditor or a court to appoint a receiver, administrator or administrative receiver for the qualifying body;
- 358.4 circumstances arise which would enable the court to make a winding up order in respect of the qualifying body; or
- 358.5 the qualifying body is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.
- 359** A notice under clause 358.1A shall confirm that the new shareholder, or, as the case may be, the personal representative of a deceased shareholder:
- 359.1 falls within section 93(1)(a), (b), (c), (d), (e) or (g) of the Act (persons with whom agreements may be made); and

359.2 meets the further conditions imposed on shareholders by virtue of regulation 5 of the Regulations.

**359A** A notice under clause 358.1A 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 partnership**

**360** RESERVED.

**361** RESERVED:

**Notification of deaths**

**362** The Contractor shall report in writing to the PCT 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.

**363** The report shall include:

363.1 the patient's full name;

363.2 the patient's National Health Service number where known;

363.3 the date and place of death;

363.4 a brief description of the circumstances, as known, surrounding the death;

363.5 the name of any medical practitioner or other person treating the patient whilst on the practice premises; and

363.6 the name, where known, of any other person who was present at the time of the death.

**364** The Contractor shall send a copy of the report referred to in clause 362 to any other Primary Care Trust in whose area the deceased was resident at the time of his death.

**365** The Contractor shall also send a copy of the report referred to in clause 349 to any other Primary Care Trust with whom it has a contract to provide primary medical services.

### **Notifications to patients following a variation of the Contract**

**366** Where the Agreement is varied in accordance with Part 25 of this Agreement and, as a result of that variation:

366.1 there is to be a change in the range of services provided to the Contractor's patients; or

366.2 patients who are on the Contractor's list of patients are to be removed from that list,

the PCT 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 PCT**

**367** Subject to the conditions in clause 368, the Contractor shall allow persons authorised in writing by the PCT to enter and inspect the practice premises at any reasonable time.

**368** The conditions referred to in clause 367 are that:

368.1 reasonable notice of the intended entry has been given;

368.2 written evidence of the authority of the person seeking entry is produced to the Contractor on request; and

368.3 entry is not made to any premises or part of the premises used as residential accommodation without the consent of the resident.

### **Entry and inspection by members of PCT Patients' Forums**

**369** The Contractor shall allow members of a PCT Patients' Forum authorised by or under regulation 3 of the Patients' Forums (Functions) Regulations 2003 to enter and inspect the

practice premises for the purpose of any of the Forum's functions in accordance with the requirements of that regulation.

## **Entry and inspection by the Commission for Healthcare Audit and Inspection**

**370** The Contractor shall allow persons authorised by the Commission for Healthcare Audit and Inspection to enter and inspect the premises in accordance with section 66 of the Health and Social Care (Community Health and Standards) Act 2003.

## **PART 16**

### **CERTIFICATES**

**371** 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:

371.1 is being attended by a medical practitioner who is not:

371.1.1 employed or engaged by the Contractor;

371.1.2 a party to the agreement, or

371.1.3 A shareholder in a qualifying body which is a party to the agreement;  
or

371.2 is not being treated by or under the supervision of a health care professional.

**372** The exception in clause 371.1 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).

**LIST OF PRESCRIBED MEDICAL CERTIFICATES**

Description of medical certificate	Enactment under or for the purpose of which certificate required
1. To support a claim or to obtain payment either personally or by proxy; to prove incapacity to work or 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
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 17

### PAYMENT UNDER THE AGREEMENT

**373** The PCT shall make payments to the Contractor under the Agreement promptly and in accordance with both the terms of the Agreement (including, for the avoidance of doubt, any payment due pursuant to clause 374), and any other conditions relating to the payment contained in directions given by the Secretary of State under section 8 or 94(4) of the Act subject to any right the PCT may have to set off against any amount payable to the Contractor under the Agreement any amount:

373.1 that is owed by the Contractor to the PCT under the Contract; or

373.2 that the PCT may withhold from the Contractor in accordance with the terms of the **Agreement** or any other applicable provisions contained in directions given by the Secretary of State under section 8 or 94(4)

**374** Subject to clause 375, the PCT 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 17 or 28E(3A) of the Act. Where, pursuant to directions made under section 17 or 28E(3A) of the Act, the PCT is required to make a payment to the Contractor under the Agreement but subject to conditions, those conditions are to be a term of the Agreement. Payment shall be made on a monthly basis on a date to be agreed between the Contractor and the PCT, which shall be known as the expected payment date.

**374A** Where the PCT delays making the payment pursuant to clause 374 by in excess of 14 days, the PCT shall pay to the Contractor interest on the late payment at a rate of 2% over the base rate of the London Clearing Banks, from the date the payment falls due, until the date the payment is made, unless the reason is outside of the PCT's control. In such circumstances, the PCT shall make all reasonable attempts to ensure that the payments are made to the Contractor by other mechanisms wherever possible.

**375** 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 where payments, or the amount of any such payments, are not specified in directions pursuant to clause 374, are set out in Schedule 7 to this Agreement.

375.1 All payments made are gross, save where specifically agreed as otherwise between the PCT and the Contractor and set out in Schedule 7.

375.2 Schedule 7 shall be revised on an annual basis to take into consideration any agreed variations to the services provided pursuant to this **Agreement**, and any uplift in national payment levels.

**375A** For the avoidance of doubt, the PCT confirms that the Other Mandatory Services listed in Clause 83A of this Agreement, will be treated as essential services, and no additional payment will be made in respect of their provision.

### **375B LOCAL MEDICAL COMMITTEE LEVIES**

375B.1 With effect from the commencement date and during the subsistence of this Agreement, every Performer operating under this Agreement shall give notice to the PCT as to whether, or not, they wish to be represented by the Local Medical Committee for the area of the Contractor, they wish the PCT to deduct from the Contract Sum, and pay to the said Local Medical Committee such sums as have been calculated and agreed between the PCT and Local Medical Committee in respect of annual fees. On the first and subsequent anniversaries of the commencement date the Local Medical Committee and the PCT shall agree any variations to the payments for the following year. In the event of no agreement being reached the same level of payments will be made as were paid in the immediately preceding period until there is an agreement.

375B.2 The PCT agrees that the said Local Medical Committee is representative of the Contractor together with other such practitioners and performers in its area and further agrees that it will consult with the said Local Medical Committee on all matters affecting the Contractor and the performance of this Agreement where it is required to do so by any legislation, regulations, guidance, directions or other ordinance, or where it would be best practice to do so.

375B.3 The PCT agrees that the said Local Medical Committee is representative of the Contractor together with other such practitioners and performers in its area and further agrees that it will consult with the said Local Medical Committee on all matters affecting the Contractor and the performance of this Agreement where it is required to

do so by any legislation, regulations, guidance, directions or other ordinance, or where it would be best practice to do so.

## **PART 18**

### **FEES AND CHARGES**

**376** The Contractor shall not, either itself or through any other person, demand or accept, directly or indirectly from any patient of its a fee or other remuneration for its own or another's benefit:

376.1 for the provision of any treatment whether under the **Agreement** or otherwise, or

376.2 for any prescription or repeat prescription for any drug, medicine or appliance,

except in the circumstances set out in clause 377.

**377** The Contractor may demand or accept, directly or indirectly a fee or other remuneration:

377.1 from any statutory body for services rendered for the purposes of that body's statutory functions;

377.2 from anybody, 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;

377.3 for treatment which is not primary medical services or otherwise required to be provided under the **Agreement** and which is given:

377.3.1 pursuant to the provisions of Schedule 2, paragraph 15 and Schedule 6, paragraph 11 of the Act, or

377.3.2 in a registered nursing home which is not providing services under the 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 PCT, on a form provided by it for the purpose, with such information about the treatment as it may require;

377.4 under section 158 of the Road Traffic Act 1988;

377.5 when it treats a patient under clause 378, in which case it shall be entitled to demand and accept a reasonable fee from the patient (recoverable in certain circumstances under clause 379) for any treatment given, if it gives the patient a receipt;

377.6 for attending and examining (but not otherwise treating) a patient:

377.6.1 at his request at a police station in connection with possible criminal proceedings against him,

377.6.2 at the request of a commercial, educational or not-for-profit organisation for the purpose of creating a medical report or certificate, or

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

377.7 for treatment consisting of an immunisation for which no remuneration is payable by the PCT and which is requested in connection with travel abroad;

377.8 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;

377.9 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;

377.10 in Wales, but not in England, for testing the sight of a person to whom none of paragraphs (a), (b), (c), (d) or (e) of section 71(2) of the NHS (Wales) Act 2006 applies (including by reason of regulations under section 71(8) of the Act);

377.11 where the Contractor is authorised or required by a Primary Care Trust under regulation 60 of the Pharmaceutical Regulations or clauses 258 to 267 and clauses 274 to 278 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;

377.12 for prescribing or providing drugs for malaria chemoprophylaxis.

**378** Where a person applies to the Contractor for the provision of essential services and claims to be entitled to be treated by the contractor without paying a fee or other remuneration, 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 377.5, subject to the provision for repayment contained in clause 379.

**379** Where a person from whom the Contractor received a fee under clause 377.5 applies to the PCT for a refund within 14 days of payment of the fee (or such longer period not exceeding a month as the PCT may allow if it is satisfied that the failure to apply within 14 days was reasonable) and the PCT is satisfied that the person was entitled to be treated by the Contractor without paying a fee or other remuneration when the treatment was given, the PCT may recover the amount of the fee from the Contractor, by set off or otherwise, and shall pay that amount to the person who paid the fee.

**380** Part 18 shall survive the expiry or termination of the Agreement 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 benefit:

380.1 for the provision of any treatment, whether under the **Agreement** or otherwise, that was provided during the existence of the **Agreement**; or

380.2 for any prescription or repeat prescription for any drug, medicine or appliance, that was provided during the existence of the **Agreement**.

## **PART 19**

### **CLINICAL GOVERNANCE & QUALITY AND OUTCOMES FRAMEWORK**

- 381** 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 Agreement.
- 381A** The Contractor shall participate in the Quality and Outcomes Framework.
- 381B** The Contractor shall comply with the Department of Health publication “Standard for Better Health” published on 21 July 2004 and updated on 3 April 2006 (a copy of which can be obtained from the DH website)
- 381C** The PCT shall monitor the Contractor’s performance of the services against the performance monitoring standards set out in Schedule 12, in accordance with the provisions of Schedule 12. In the event that the PCT determines that the Contractor has failed to achieve any such performance standard (a “Service Failure”) it shall promptly notify the Contractor. The PCT and the Contractor shall then arrange to meet to discuss the relevant Service Failure, the reason(s) for such failure and whether such failure arose as a result of the Contractor’s poor performance and/or breach of this Contract and/or clinical negligence (a “Contractor Fault”). The relevant meeting(s) shall follow the basic format of meetings pursuant to the PCT’s local dispute resolution procedure as detailed in Schedule 13. The parties shall each use all reasonable endeavours at any such meeting(s) to determine the most appropriate way to resolve the Service Failure and prevent its recurrence, whether the relevant breach arose as a result of a Contractor Fault and, if so, whether any agreement sanctions should be applied. In the event that the parties, acting reasonably, are unable to agree any or all of the above issues then the PCT shall be entitled to pursue its other rights under this **Agreement** in respect of the Service Failure and the Contractor shall be entitled to invoke the dispute resolution procedure set out in Part 24 of this **Agreement**.

## **PART 20**

### **INSURANCE**

**382** The Contractor shall at all times hold adequate insurance against liability arising from negligent performance of clinical services under the Agreement.

**383** The Contractor shall not sub-contract its obligations to provide clinical services under the Agreement unless it is satisfied that the sub-contractor holds adequate insurance against liability arising from negligent performance of such services.

**384** For the purposes of clauses 382 to 384.2:

384.1 “insurance” means a contract of insurance or other arrangement made for the purpose of indemnifying the Contractor; and

384.2 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.

### **385**

385.1 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 **Agreement** which are not covered by the insurance referred to in clause 382.

385.2 In this clause “insurance” has the same meaning as in clauses 382 to 384.

## **PART 21**

### **GIFTS**

**386** The Contractor shall keep a register of gifts which:

386.1 are given to any of the persons specified in clause 387 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 **Agreement**; and

386.2 have, in its reasonable opinion, a value of more than £100.00.

**387** The persons referred to in clause 386 are:

387.1 the Contractor;

387.2 RESERVED;

387.3 if the Contractor is a Qualifying Body, any person legally and beneficially holding a share in the Qualifying Body, or a director or secretary of the Qualifying Body;

387.4 any person employed by the Contractor for the purposes of the Contract;

387.5 any general medical practitioner engaged by the Contractor for the purposes of the **Agreement**;

387.6 any spouse or civil partner of the Contractor (if the Contractor is an individual) or of a person specified in clauses 387.2 to 387.5; or

387.7 any person (whether or not of the opposite sex) whose relationship with the Contractor (where the Contractor is an individual) or with a person specified in clauses 387.2 to 387.5 has the characteristics of the relationship between husband and wife.

**388** Clause 386 does not apply where:

388.1 there are reasonable grounds for believing that the gift is unconnected with services provided or to be provided by the Contractor;

388.2 the Contractor is not aware of the gift; or

388.3 the Contractor is not aware that the donor wishes to provide services to the Contractor.

**389** The Contractor shall take reasonable steps to ensure that it is informed of gifts which fall within clause 386 and which are given to the persons specified in clauses 387.2 to 387.7.

**390** The register referred to in clause 386 shall include the following information:

390.1 the name of the donor;

390.2 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;

390.3 in any other case, the address of the donor;

390.4 what the gift is;

390.5 the estimated value of the gift; and

390.6 the name of the person or persons who received the gift.

**391** The Contractor shall make the register available to the PCT on request.

## **PART 22**

### **COMPLIANCE WITH LEGISLATION AND GUIDANCE**

- 392** The Contractor shall comply with all relevant legislation and have regard to all relevant guidance issued by the PCT, the relevant Strategic Health Authority and/or the Secretary of State.

## **PART 23**

### **COMPLAINTS**

#### **Complaints procedure**

**393** 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.

**394** The complaints procedure referred to in clause 393 shall:

394.1 until the coming into force of regulations in relation to complaints about primary medical services provided under section 92 arrangements made under section 113 of the Health and Social Care (Community Health and Standards) Act 2003 comply with the requirements in clause 396 to 404 and 409; and

394.2 on the coming into force of such regulations, comply with those regulations.

**395** The Contractor shall take reasonable steps to ensure that :

395.1 the complaints procedure is accessible to all patients; and

395.2 patients are aware of :

395.2.1 the name of the person responsible for the operation of the contractor's complaints procedure;

395.2.2 the complaints procedure;

395.2.3 the role of the PCT and other bodies in relation to complaints about services under the Contract, and

395.2.4 the right to assistance with any complaint from independent advocacy services provided under section 248 of the Act

## **Making of complaints**

**396** 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 Agreement, or

396.1 where the patient is a child:

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

396.1.2 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

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

396.2 where the patient is incapable of making a complaint, by a relative or other adult who has an interest in his welfare.

**397** 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 396.1.2 or 396.1.3, by the authority or voluntary organisation, as the case may be.

## **Period for making complaints**

**398** Subject to clause 399, the period for making a complaint is:

398.1 six months from the date on which the matter which is the subject of the complaint occurred; or

398.2 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.

**399** Where a complaint is not made during the period specified in clause 398, it shall be referred to the person specified in clause 400.1 who may, if he is of the opinion that:

399.1 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

399.2 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 398.

### **Further requirements for complaints procedure**

**400** The Contractor shall nominate:

400.1 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

400.2 an individual who is a party to the agreement 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.

**401** All complaints shall be:

401.1 either made or recorded in writing,

401.2 acknowledged in writing within the period of three working days beginning with the day on which the complaint was made or, where that is not possible, as soon as reasonably practicable; and

401.3 properly investigated.

**402** Within the period of 10 working days beginning with the day on which the complaint was received by the person specified under clause 400.1 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.

**403** Where the investigation of the complaint requires consideration of the patient's medical records, the person specified under clause 400.1 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.

**404** 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**

**405** The Contractor shall co-operate with any investigation of a complaint in relation to any matter reasonably connected with the provision of services under the Agreement undertaken by:

405.1 the PCT in accordance with directions given under section 8 of the Act; and

405.2 the Commission for Healthcare Audit and Inspection.

**406** The Contractor shall co-operate with any investigation of a complaint by an NHS body or local authority which relates to a patient or former patient of the contractor.

**406A** Clauses 405 and 406 shall survive the termination of this **Agreement**.

**407** In the previous clause:

407.1 "NHS body" means a Primary Care Trust, (in England and Wales and Scotland) an NHS trust, an NHS foundation trust, a Strategic Health Authority, a Local Health Board, a Health Board, a Health and Social Services Board or a Health and Social Services Trust; and

407.2 "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.

**408** In co-operating with any investigation, the Contractor shall, by way of example:

408.1 answer questions reasonably put to the Contractor by the PCT;

408.2 provide any information relating to the complaint reasonably required by the PCT;  
and

408.3 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 PCT.

**409** The Contractor shall inform the PCT, at such intervals as required, of the number of complaints it has received under the procedure established in accordance with Part 23 of the Agreement. This clause does not apply to out of hours services provided by the Contractor on or after 1st January 2005.

## **PART 24**

### **DISPUTE RESOLUTION**

#### **Local resolution of contract disputes**

**410** Subject to clause 411, in the case of any dispute arising out of or in connection with the Agreement, the Contractor and the PCT 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).

**411** In the case of a dispute which falls to be dealt with under the procedure specified in paragraph 35 of the Regulations, clause 410 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 35(4) of the Regulations.

#### **Dispute resolution: non-NHS Contracts**

**412** Any dispute arising out of or in connection with the Agreement, except matters dealt with under the complaints procedure set out in clauses 393 to 409 of this Agreement, may be referred for consideration and determination to the Secretary of State, if:

412.1 the PCT so wishes and the Contractor has agreed in writing; or

412.2 the Contractor so wishes (even if the PCT does not agree).

**413** In the case of a dispute referred to the Secretary of State under clause 412, 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**

**414** Subject to clause 415, the NHS dispute resolution procedure applies in the case of any dispute arising out of or in connection with the Agreement which is referred to the Secretary of State in accordance with section 9(6) of the Act / clause 412 above, and the PCT and the Contractor shall participate in the NHS dispute resolution procedure as set out in paragraphs 95 and 96 of Schedule 5 to the Regulations.

**415** The NHS dispute resolution procedure does not apply where the Contractor refers a matter for determination in accordance with clause 215, and in such a case the procedure specified in paragraph 35(1) of Schedule 5 to the Regulations shall apply instead.

**416** Any party wishing to refer a dispute shall send to the Secretary of State a written request for dispute resolution which shall include or be accompanied by:

416.1 the names and addresses of the parties to the dispute;

416.2 a copy of the **Agreement**; and

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

**417** Any party wishing to refer a dispute as mentioned in clause 414 must send the request under clause 416 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.

**418** In clauses 410 to 417 “any dispute arising out of or in connection with the Agreement” includes any dispute arising out of or in connection with the termination of the Agreement.

**419** Part 24 shall survive the expiry or termination of the Agreement.

## **PART 25**

### **VARIATION AND TERMINATION OF THE AGREEMENT**

#### **Variation of the Contract: general**

**420** Subject to Part 10 of the Agreement and clauses 325 and 446 to 450, and this Part (variation and termination of the Agreement), no amendment or variation shall have effect unless it is in writing and signed by or on behalf of the PCT and the Contractor.

**421** In addition to the specific provision made in clause 446, the PCT may vary the Agreement without the Contractor’s consent where it:

421.1 is reasonably satisfied that it is necessary to vary the **Agreement** so as to comply with the Act, any regulations made pursuant to that Act, or any direction given by the Secretary of State pursuant to that Act; and

421.2 notifies the Contractor in writing of the wording of the proposed variation and the date upon which that variation is to take effect,

and 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 421.2 is served on the Contractor.

#### **Termination by agreement**

**422** The PCT and the Contractor may agree in writing to terminate the Agreement, 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 Agreement should be terminated.

#### **Termination on death**

**422A** Where the contract is with a single individual and that individual dies, the **Agreement** shall terminate at the end of the period of seven days after the date of his death unless, before the end of that period:

422A.1 the PCT has agreed in writing with the Contractor's personal representatives that the **Agreement** should continue for a further period, not exceeding 28 days after the end of the period of seven days; and

422A.2 the Contractor's personal representatives have consented in writing to the PCT employing or supplying one or more general medical practitioners to assist in the provision of clinical services under the **Agreement** throughout the period for which it continues.

**422B** In clause 422A.2, "general medical practitioner" has the same meaning as in regulation 4(1) of the Regulations;

**422C** Clause 422A does not affect any other rights to terminate the **Agreement** which the Primary Care Trust may have under clauses 430 to 444.

### **Termination by notice**

**423** Either the PCT or the Contractor may terminate the agreement by serving 6 months notice in writing on the other party ("termination notice"). Where a notice is served pursuant to this clause, the Agreement shall terminate 6 months from the date the notice is served.

### **Late payment notices**

**424** The Contractor may give notice in writing ("a late payment notice") to the PCT if the PCT has failed to make any payments due to the Contractor in accordance with Part 17. The Contractor shall specify in the late payment notice the payments that the PCT has failed to make.

**425** Subject to Clause 426, the Contractor may, at least 28 days after having served a later payment notice, terminate the Contract by a further written notice if the PCT has still failed to make the payments due to the Contractor, and that were specified in the later payment notice served on the PCT pursuant to Clause 424.

**426** If, following receipt of a later payment notice, the PCT 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 agreement pursuant to clause 425 until:

426.1 there has been a determination of the dispute pursuant to clause 414 to 419 and that determination permits the Contractor to terminate the **Agreement**; or

426.2 the PCT ceases to pursue the NHS dispute resolution procedure,

whichever is the sooner.

**427** Clauses 423 and 426 are without prejudice to any other rights to terminate the Agreement that the Contractor may have.

#### **Termination by the PCT: general**

**428** The PCT may only terminate the Agreement in accordance with the provisions of Part 25 of this Agreement.

**429** RESERVED.

#### **Termination by the PCT for provision of untrue etc information**

**430** The PCT may serve notice in writing on the Contractor terminating the Agreement forthwith, or from such date as may be specified in the notice if, after this Agreement was entered into, it has come to the attention of the PCT that written information provided to the PCT by the Contractor before the agreement was entered into in relation to the conditions set out in regulation 5 (and compliance with those conditions) was, when given, untrue or inaccurate in a material respect.

#### **Termination by the PCT on fitness grounds**

**431** The PCT may serve notice in writing on the Contractor terminating the Agreement forthwith, or from such date as may be specified in the notice if:

431.1 in the case of a contract with an individual as a party, that individual;

431.2 RESERVED; and

431.3 in the case of a contract with a qualifying body limited by shares, the qualifying body, any person legally and beneficially owning a share in the qualifying body, or any director or secretary of the qualifying body;

falls within clause 432 during the existence of the **Agreement** or, if later, on or after the date on which a notice in respect of his compliance with the conditions in regulation 5 to the Regulations, was given under paragraph 80(2) or (3) to the Regulations.

**432** A person falls within this clause if:

432.1 he or it is the subject of a national disqualification;

432.2 subject to clause 433, 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;

432.3 subject to clause 434, he has been dismissed (otherwise than by reason of redundancy) from any employment by a health service body unless before the PCT has served a notice terminating the **Agreement** pursuant to this clause, he is employed by the health service body that dismissed him or by another health service body;

432.4 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 151 of the Act) unless his or its name has subsequently been included in such a list;

432.5 he has been convicted in the United Kingdom of murder;

432.6 he has been convicted in the United Kingdom of a criminal offence and has been sentenced to a term of imprisonment of over six months;

432.7 subject to clause 435, he has been convicted elsewhere of an offence which would, if committed in England and Wales:

- 432.7.1 constitute murder, or
- 432.7.2 constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over six months;
- 432.8 he has been convicted of an offence referred to in Schedule 1 to the Children and Young Persons Act 1933;
- 432.9 he or it has:
  - 432.9.1 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;
  - 432.9.2 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;
  - 432.9.3 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;
  - 432.9.4 been wound up under Part IV of the Insolvency Act 1986;
  - 432.9.5 had an administrator, administrative receiver or receiver appointed in respect of it; or
  - 432.9.6 had an administration order made in respect of it under Schedule B1 to the Insolvency Act 1986.
- 432.10 RESERVED
- 432.11 within the period of five years prior to signing the **Agreement** or commencement of the **Agreement** whichever is earlier he has been:

432.11.1 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;

432.11.2 removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990, from being concerned in the management or control of anybody;

432.12 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;

432.13 he has refused to comply with a request by the PCT for him to be medically examined on the grounds that it is concerned that he is incapable of adequately providing services under the **Agreement** .

432.14 has refused to comply with a request by the PCT for him to be medically examined on the grounds that it is concerned that he is incapable of adequately providing services under the **Agreement**.

**433** The PCT shall not terminate the Agreement pursuant to clause 432.2 where the PCT 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 party to the Agreement

**434** The PCT shall not terminate the Agreement pursuant to clause 432.3 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 PCT may only terminate the Agreement in the latter situation if there is no finding of unfair dismissal at the end of those proceedings.

**435** The PCT shall not terminate the Agreement pursuant to clause 432.7 where the PCT is satisfied that the conviction does not make the person unsuitable to be a party to the contract.

**Termination by the PCT where there is a serious risk to the safety of patient or risk of financial loss to the PCT**

**436** The PCT may serve notice in writing on the Contractor terminating the Agreement forthwith or with effect from such date as may be specified in the notice if:

436.1 the Contractor has breached the **Agreement** and as a result of that breach, the safety of the Contractor's patients is at serious risk if the **Agreement** is not terminated; or

436.2 the Contractor's financial situation is such that the PCT considers that the PCT is at risk of material financial loss.

**Termination by the PCT: remedial notices and breach notices**

**437** Where the Contractor has breached the Agreement other than as specified in clauses 430 to 436 and the breach is capable of remedy, the PCT shall, before taking any action it is otherwise entitled to take by virtue of the Agreement, serve a notice on the Contractor requiring it to remedy the breach ("remedial notice").

**438** A remedial notice shall specify:

438.1 details of the breach;

438.2 the steps the Contractor must take to the satisfaction of the PCT in order to remedy the breach; and

438.3 the period during which the steps must be taken ("the notice period").

**439** The notice period shall, unless the PCT 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.

**440** Where the PCT is satisfied that the Contractor has not taken the required steps to remedy the breach by the end of the notice period, the PCT may terminate the Agreement with effect from such date as the PCT may specify in a further notice to the Contractor.

**441** Where the Contractor has breached the Agreement other than as specified in clauses 430 to 436 and the breach is not capable of remedy, the PCT may serve notice on the Contractor requiring it not to repeat the breach (“breach notice”).

**442** If, following a breach notice or a remedial notice, the Contractor:

442.1 repeats the breach that was the subject of the breach notice or the remedial notice;  
or

442.2 otherwise breaches the **Agreement** resulting in either a remedial notice or a further breach notice,

the PCT may serve notice on the Contractor terminating the **Agreement** with effect from such date as may be specified in that notice.

**443** The PCT shall not exercise its right to terminate the Agreement under clause 442 unless it is satisfied that the cumulative effect of the breaches is such that the PCT considers that to allow the contract to continue would be prejudicial to the efficiency of the services to be provided under the Agreement.

**444** 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 PCT may withhold or deduct monies which would otherwise be payable under the Agreement in respect of that obligation which is the subject of the default.

#### **Termination by the PCT: additional provisions specific to Agreements with qualifying bodies**

**445** Where a party to the contract is a qualifying body, if the PCT becomes aware that the Contractor is carrying on any business which the PCT considers to be detrimental to the Contractor’s performance of its obligations under the Agreement:

445.1 the PCT shall be entitled to give notice to the Contractor requiring that the qualifying body cease 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

445.2 if the Contractor has not satisfied the PCT that the qualifying body has ceased carrying on that business by the end of the notice period, the PCT may, by a further written notice, terminate the **Agreement** forthwith or from such date as may be specified in the notice.

### **Agreement sanctions**

**446** In clauses 447 to 454, “agreement sanction” means:

446.1 termination of specified reciprocal obligations under the **Agreement**;

446.2 suspension of specified reciprocal obligations under the **Agreement** for a period of up to six months; or

446.3 withholding or deducting monies otherwise payable under the **Agreement**.

**447** Where the PCT is entitled to terminate the Agreement pursuant to clauses 430, 431, 436, 440 and 442, it may instead impose any of the agreement sanctions if the PCT is reasonably satisfied that the agreement sanction to be imposed is appropriate and proportionate to the circumstances giving rise to the PCT’s entitlement to terminate the Agreement.

**448** If the PCT decides to impose a agreement sanction, it must notify the Contractor of the agreement 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.

**449** Subject to clauses 451 to 454, the PCT shall not impose the agreement sanction until at least 28 days after it has served notice on the Contractor pursuant to clause 448 unless the PCT 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.

**450** Where the PCT imposes an agreement sanction, the PCT shall be entitled to charge the Contractor the reasonable costs of additional administration that the PCT has incurred in order to impose, or as a result of imposing, the agreement sanction.

### **Agreement sanctions and the NHS dispute resolution procedure**

**451** If there is a dispute between the PCT and the Contractor in relation to an agreement sanction that the PCT is proposing to impose, the PCT shall not, subject to clause 454, impose the proposed agreement sanction except in the circumstances specified in clause 452.1 or 452.2.

**452** If the Contractor refers the dispute relating to the agreement sanction to the NHS dispute resolution procedure within 28 days beginning on the date on which the PCT served notice on the Contractor in accordance with clause 448 (or such longer period as may be agreed in writing with the PCT), and notifies the PCT in writing that it has done so, the PCT shall not impose the agreement sanction unless:

452.1 there has been a determination of the dispute pursuant to paragraph 95 of Schedule 5 of the Regulations and that determination permits the PCT to impose the **agreement** sanction; or

452.2 the Contractor ceases to pursue the NHS dispute resolution procedure,

whichever is the sooner.

**453** If the Contractor does not invoke the NHS dispute resolution procedure within the time specified in clause 452, the PCT shall be entitled to impose the agreement sanction forthwith.

**454** If the PCT is satisfied that it is necessary to impose the agreement 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 PCT shall be entitled to impose the agreement sanction forthwith, pending the outcome of that procedure.

### **Termination and the NHS dispute resolution procedure**

**455** Where the PCT is entitled to serve written notice on the Contractor terminating the contract pursuant to clauses 430, 431, 436, 437, 440 or 442, the PCT shall, in the notice served on the Contractor pursuant to those clauses, specify a date on which the Agreement

terminates that is not less than 28 days after the date on which the PCT has served that notice on the Contractor unless clause 456 applies.

- 456** This clause applies if the PCT 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.
- 457** In a case falling within clause 455 where the exception in clause 456 does not apply, where the Contractor invokes the NHS dispute resolution procedure before the end of the period of notice referred to in clause 455, and it notifies the PCT in writing that it has done so, the Agreement shall not terminate at the end of the notice period but instead shall only terminate in the circumstances specified in clause 458.
- 458** The Agreement shall only terminate pursuant to this clause if and when there has been a determination of the dispute pursuant to paragraph 95 **paragraph 95 of Schedule 5** of the Regulations and that determination permits the PCT to terminate the Agreement or the Contractor ceases to pursue the NHS dispute resolution procedure, whichever is the sooner.
- 459** If the PCT is satisfied that it is necessary to terminate the Agreement 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 457 and 458 shall not apply and the PCT shall be entitled to confirm by written notice to be served on the Contractor, that the Agreement will nevertheless terminate at the end of the period of the notice it served pursuant to clauses 430, 431, 436, 437, 440 or 442.

### **Consequences of termination**

- 460** The termination of the Agreement, for whatever reason, is without prejudice to the accrued rights of either party under the Contract.
- 461** On the termination of the Agreement for any reason, the Contractor shall:
- 461.1 subject to the requirements of this clause, cease performing any work or carrying out any obligations under the **Agreement**;

461.2 co-operate with the PCT to enable any outstanding matters under the **Agreement** to be dealt with or concluded in a satisfactory manner;

461.3 co-operate with the PCT to enable the Contractor's list of patients to be transferred to one or more other contractors or providers of essential services (or their equivalent), which shall include:

461.3.1 providing reasonable information about individual patients, and

461.3.2 delivering patient records

to such other appropriate person or persons as the PCT specifies.

461.4 deliver up to the PCT all property belonging to the PCT including all documents, forms, computer hardware and software, drugs, appliances or medical equipment which may be in the Contractor's possession or control;

**462** Subject to clauses 463 to 465, the PCT's obligation to make payments to the Contractor in accordance with the Agreement shall cease on the date of termination of the Agreement.

**463** On termination of the Agreement or termination of any obligations under the Agreement for any reason, the PCT shall perform a reconciliation of the payments made by the PCT to the Contractor and the value of the work undertaken by the Contractor under the Agreement. The PCT 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 Agreement.

**464** 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 Agreement within 28 days beginning on the date on which the PCT served the Contractor with written details of the reconciliation. The parties shall be bound by the determination of the dispute.

**465** Each party shall pay the other any monies due within three months of the date on which the PCT served the Contractor with written details of the reconciliation, or the conclusion of the NHS dispute resolution procedure, as the case may be.

**466** The obligations contained in clauses 460 to 465 shall continue to apply notwithstanding the termination of the Agreement.

## **PART 26**

### **NON-SURVIVAL OF TERMS**

**467** Unless expressly provided, no term of this Agreement shall survive expiry or termination of this Contract. Express provision is made in relation to:

467.1 clauses 332 and 333 (patient records);

467.2 Part 18 (fees and charges), to the extent specified in clause 380;

467.3 Part 23 (complaints);

467.4 Part 24 (dispute resolution procedures);

467.5 clauses 460 to 465 (consequences of termination); and

467.6 clauses 470 and 471 (governing law and jurisdiction).

### **ENTIRE AGREEMENT**

**468** Subject to any variations made in accordance with Part 25, this Agreement constitutes the entire agreement between the parties with respect to its subject matter.

**469** The Agreement supersedes any prior agreements, negotiations, promises, conditions or representations, whether written or oral, and the parties confirm that they did not enter into the Agreement on the basis of any representations that are not expressly incorporated into the Agreement. However, nothing in this Agreement purports to exclude liability on the part of either party for fraudulent misrepresentation.

### **GOVERNING LAW AND JURISDICTION**

**470** This Agreement shall be governed by and construed in accordance with English law.

**471** Without prejudice to the dispute resolution procedures contained in this Agreement, in relation to any legal action or proceedings to enforce this Agreement or arising out of or in connection with this Agreement, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

**472** Clauses 470 and 471 shall continue to apply notwithstanding the termination of the Agreement.

#### **WAIVER, DELAY OR FAILURE TO EXERCISE RIGHTS**

**473** The failure or delay by either party to enforce any one or more of the terms or conditions of this Agreement shall not operate as a waiver of them, or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

#### **FORCE MAJEURE**

**474** Neither party shall be responsible to the other for any failure or delay in performance of its obligations and duties under this Agreement 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:

474.1 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

474.2 take all action within its power to comply with the terms of this **Agreement** as fully and promptly as possible.

**475** Unless the affected party takes such steps, clause 474 shall not have the effect of absolving it from its obligations under this Agreement. 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.

**476** If the affected party is delayed or prevented from performing its obligations and duties under the Agreement for a continuous period of 3 months, then either party may terminate

this Agreement by notice in writing within such period as is reasonable in the circumstances (which shall be no shorter than 28 days).

**477** 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 under the Agreement within the period of notice specified in accordance with clause 476 above, or if the other party otherwise consents.

## **SEVERANCE**

**478** Subject to clauses 479 and 480, if any term of this Agreement, 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 Agreement and shall not affect the validity, lawfulness or enforceability of any other terms of the Agreement.

**479** If, in the reasonable opinion of either party, the effect of such a deletion is to undermine the purpose of the Agreement 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 Agreement.

**480** 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 412 to 419.

## **SERVICE OF NOTICE**

**481** Save as otherwise specified in this Agreement or where the context otherwise requires, any notice or other information required or authorised by this Agreement to be given by either party to the other party must be in writing and may be served:

481.1 personally;

481.2 by post, or in the case of any notice served pursuant to Part 25, registered or recorded delivery post;

481.3 by telex, or facsimile transmission (the latter confirmed by telex or post);

481.4 unless the context otherwise requires and except in clause 420, electronic mail; or

481.5 by any other means which the PCT specifies by notice to the Contractor.

**482** Any notice or other information shall be sent to the address specified in the Agreement or such other address as the PCT or the Contractor has notified to the other.

**483** Any notice or other information shall be deemed to have been served or given:

483.1 If it was served personally, at the time of service;

483.2 If it was served by post, two working days after it was posted; and

483.3 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.

**484** Where notice or other information is not given or sent in accordance with clauses 481 to 483, such notice or other information is invalid unless the person receiving it elects, in writing, to treat it as valid.

## **SCHEDULE 1 (INDIVIDUAL)**

### **PART 1**

The PCT whose name, address, telephone number, fax number and email address is:

Suffolk PCT

Telephone:

Fax:

Email:

### **PART 2**

The Contractor is a medical practitioner whose name, address, telephone number, fax number and email address is:

Telephone:

Fax:

Email:

If there is any change to the addresses and contact details specified in Part I or Part II 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 PCT

Signed by

In the presence of

Signed by

For and on behalf of the Practice

Signed by

In the presence of

**SCHEDULE 2B**

**CORE OPENING HOURS**

To be completed by Contractor and PCT



### SCHEDULE 3

#### INFORMATION TO BE INCLUDED IN PRACTICE LEAFLETS

A practice leaflet shall include:

- 1 The name of the party or parties comprising the Contractor.
- 2 RESERVED
- 3 In the case of a contract where a qualifying body is a party:
  - (a) the names of the directors, the company secretary and the shareholders of that body; and
  - (b) the address of that body's registered office.
- 4 The full name of each person performing services under the **Agreement**.
- 5 In the case of each health care professional performing services under the **Agreement** 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 138 and the means of expressing such a preference.

13 The services available under the **Agreement**.

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 43 and 44, and 45 and 46.

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 PCT 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 **Agreement** or other persons specified in clause 155.

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 PCT and from whom details of primary medical services in the area may be obtained.

**SCHEDULE 4**

**REPEAT DISPENSING FORMS**

**PART 1**

**REPEATABLE PRESCRIPTION**

**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] REPEAT DISPENSING	OFFICE USE  RD	
Repeat dispensing: [example] 6 of 12	[print the date repeats authorised]	[example] 6	
<input type="checkbox"/>  <input checked="" type="checkbox"/>	[prescriber's and Contractor's name, address and telephone no.]  PCT NAME                      CODE	RD	

**SCHEDULE 5**

**CLOSURE NOTICE**

Application for List Closure

From: Name of Contractor    To: Name of Primary Care Trust

Date:

In accordance with paragraph 28 of Schedule 5 to the National Health Service (Personal Medical Services Agreements) 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]

**SCHEDULE 6  
PLAN FOR IMPROVEMENT OF PREMISES**

**SCHEDULE 7  
PAYMENT SCHEDULE**

**SCHEDULE 8**  
**INFECTION CONTROL POLICY**

**SCHEDULE 9**

**PRACTICE AREA**

**SCHEDULE 10**

**ENHANCED SERVICES**

**SCHEDULE 11**

**PCT PMS AGREEMENT POLICY**



SCHEDULE 12

PERFORMANCE MANAGEMENT

**Developing General Practice in Suffolk Primary Care Trust in Partnership –  
The General Practice Development Framework**

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## DEVELOPING GENERAL PRACTICE IN SUFFOLK PCT IN PARTNERSHIP

### 1. INTRODUCTION

Suffolk Primary Care Trust (PCT) is proud to have high standards in the quality of services provided by general practice. A number of indicators already exist to measure standards and provide reassurance to patients and also to the PCT as commissioners. These indicators include the Health Care Commission 'Standards for Better Health', the Quality and Outcomes Framework (QOF), national access standards and national patient surveys. This Framework aims to bring these indicators together into one place, set out the minimum acceptable standards and outline the approach that the PCT will take in helping practices make improvements.

#### **The Framework**

The Framework was originally produced by the LMC and PCT in Liverpool and has been modified for use in Essex by practices, PCTs and the LMCs. Suffolk has made additional modifications to the Framework for use locally. The Framework has been developed taking into full account of the statutory requirements of the new GMS Contract, the General Medical Council's (GMC) Good Medical Practice and the new national standards which are mandatory for all providers of health care including GP practices.

The Framework is intended not to be onerous for practices. The PCT is committed to working closely together with practices and the Local Medical Committee (LMC) to ensure that the Framework is a user-friendly and useful tool.

The indicators included within this document are separated into two sections, 'Core and Developmental Indicators'. Core indicators are mandatory, whereas the developmental indicators are included as examples of best practice which practices are encouraged to aspire towards.

The indicators included in the Framework will be reviewed annually by the PMS Review Committee to be sure that the Framework remains relevant and reasonable. New indicators may replace ones that have become less relevant, and the Framework will be adapted accordingly.

### **Support to Practices**

The Framework is intended to support practices to put in place systems which enable quality assurance of their services and promote quality improvement and enhanced patient safety.

The Quality and Outcomes Framework (QOF) is a quality system which provides practices with financial rewards for providing high quality care in a number of clinical, organisational and patient experience domains. The General Practice Development Framework is however much broader than this, incorporating the principles of clinical governance and encouraging practices to put in place systems and processes that enable the delivery of outcomes and at the same time ensure compliance with the contractual and statutory requirements of the new contract.

### **Key Benefits**

This document provides a range of benefits for all parties:

#### **For Practices:**

- The Framework is developmental and allows practices and PCTs to performance manage the new contractual arrangements in a more supportive and structured environment. It is acknowledged that practices may not have all components in place immediately but this document identifies areas where more focused work is needed.
- Standards receive a straight yes or no answer on the basis of supporting evidence. Practices should aim to meet fully all core indicators set out in the blue section, and aspire towards all developmental indicators in the brown section.
- Practices will be asked to produce an individual Annual Development Plan which identifies where more focused work is needed. The plans will be individually agreed and unique to each practice, taking into account particular circumstances, and setting out clearly the support

## Template PMS Agreement v19 071107

required from the PCT to help the practice. Practices will be asked in their Plan to set out the areas that are possible to progress over the year. Some practices may be further away than others from full achievement of the Developmental Indicators, and the plans need to take this into account to be realistic, deliverable and achievable.

- Any serious concerns that arise about performance will be dealt with through performance management procedures that are in line with professional standards and new contractual regulations.
- PCTs will be able to identify and prioritise any additional resources, facilitation and educational support required in a consistent way to enable practices to implement Development Plans agreed as part of the document.
- The Framework should enable practices to demonstrate their high standards through a common approach which is applied consistently to all practices.


### **For PCTs:**

- All practices will be encouraged to agree Development Plans that enable them to achieve and improve standards as outlined in the document.
- It provides the ability to evidence to the Healthcare Commission the progress being made towards achieving the developmental standards referred to in 'Standards for Better Health'.
- It enables general practice contracts to be performance managed in line with Department of Health requirements.

### **For Patients:**

- Patients can be assured of consistently high quality of services regardless of where they are registered.

**KEY**

- CF = Competency Framework for practice management (Annex C nGMS Contract)
  - C & SR = Contractual and statutory requirements (Annex B nGMS Contract)
  - QOF = Quality & Outcomes Framework indicators (nGMS Contract)
  - SPCT = Local agreement (Suffolk PCT)
  - HCC = HealthCare Commission Standards for PCTs
  - LDP = Local Delivery Plan
  - DH = Department of Health
- 

# CORE INDICATORS

HEALTH CARE COMMISSION 'STANDARDS FOR BETTER HEALTH'

DOMAIN 1 SAFETY

Ref	Key	Statutory Obligations	Evidence in practice	Yes/No	Evidence/PCT support
1.	CF QOF Ed 7 & Ed 10	<b>SIGNIFICANT EVENT AUDIT /REPORTING</b>	<p>a. There is an effective policy and pathway for identification and reporting of significant events.</p> <p>b. Staff are trained and regularly participate in SEA systems.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Folder of reported events and agreed actions</p> <p>Notes of practice meetings</p>
2.	CF C & SR QOF Mgmt 1	<p><b>PATIENT PROTECTION</b></p> <p><i>(Individual healthcare professionals should be able to demonstrate that they comply with the national child protection guidance, and should provide at least one critical event analysis regarding concerns about a child's welfare if appropriate).</i></p>	<p>a. Prompt action is taken on patient safety notices, alerts and communications.</p> <p>b. There is a system for reporting incidents and near misses.</p> <p>c. The practice has a written risk assessment procedure.</p> <p>d. Staff participate in Risk Management Training.</p> <p>e. There is an effective child and vulnerable adult protection procedure.</p> <p>f. The practice participates in the annual PCT Child Protection audit</p> <p>g. Staff are trained and updated in Child Protection and Patient Protection procedures.</p> <p>h. Contact details of PCT Child Protection Advisers and social services are accessible to all staff.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>d, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>e, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>f, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>g, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>h, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Policy attached</p> <p>Examples</p> <p>Procedure</p> <p>Who / when</p> <p>Procedure available in practice</p> <p>Submission</p> <p>Details</p> <p>Notice</p>

Ref	Key	Statutory Obligations	Evidence in practice	Yes/No	Evidence/PCT support
3.	CF C & SR QOF Mgmt 4	<b>INFECTION CONTROL</b>  <i>(The premises, equipment arrangements for infection control and decontamination meet the minimum national standards).</i>	a. There is an effective infection control policy and system in place which pays due regard to risk assessment and is environmentally friendly.  b. Staff follow NICE Clinical Guidelines – Infection Control – prevention of healthcare associated infection in primary and community care.  c. There are clear up to date procedures for the cleaning, disinfection, inspection, packaging, disposal, sterilisation, transporting and storing of reusable medical equipment and devices.  d. Staff are trained on the use and decontamination of equipment.	a, Yes <input type="checkbox"/> No <input type="checkbox"/>  b, Yes <input type="checkbox"/> No <input type="checkbox"/>  c, Yes <input type="checkbox"/> No <input type="checkbox"/>  d, Yes <input type="checkbox"/> No <input type="checkbox"/>	Policy attached  Latest infection control audit  Procedure  When / where
4.	CF QOF Mgmt 7	<b>EQUIPMENT</b>	a. There are equipment monitoring and maintenance schedules according to manufacturers instructions.	a, Yes <input type="checkbox"/> No <input type="checkbox"/>	Schedules
5.	C & SR  C & SR  C & SR  C & SR  C &	<b>MEDICINES</b>  <i>The practices adhere to the requirements of the Medicines Management Act for storage, prescribing, dispensing, recording and disposal of drugs including controlled drugs.</i>  <i>Batch numbers are recorded for all vaccines administered.</i>  <i>Vaccines are stored in accordance with the manufacturers' instructions.</i>  <i>For vaccines and immunisations, fridges</i>	a. There is a Practice Medicines policy which consists of the following:  1, A written up to date controlled drugs policy for the management of controlled drugs in practices that keep controlled drugs.  2, A written guideline for the safe and secure handling of medicines in practice in line with the Medicines Management Act of 1968.  3, A written procedure for managing the drugs kept in the Doctor's bag and the upkeep of the bag.  4, A written policy on prescription security in the	a, Yes <input type="checkbox"/> No <input type="checkbox"/>  1, Yes <input type="checkbox"/> No <input type="checkbox"/>  2, Yes <input type="checkbox"/> No <input type="checkbox"/>  3, Yes <input type="checkbox"/> No <input type="checkbox"/>  4, Yes <input type="checkbox"/> No <input type="checkbox"/>	Policy attached

Ref	Key	Statutory Obligations	Evidence in practice	Yes/No	Evidence/PCT support
	SR QOF Meds 2  C & SR QOF Recs 8	<p><i>in which vaccines are stored have a maximum thermometer daily readings take place on working days.</i></p> <p><i>For vaccines and immunisations, staff involved in administering vaccines are trained in the recognition of anaphylaxis and able to administer appropriate first-line treatment when it occurs.</i></p> <p><i>For vaccines and immunisations, consent to immunisation, or contraindications if they exist are recorded in the records.</i></p>	<p>practice.</p> <p>5, A written policy for the handling administration and storage of vaccines.</p> <p>a, Vaccines – document following information:</p> <ul style="list-style-type: none"> <li>▪ Vaccine name</li> <li>▪ Dose given</li> <li>▪ Site administered</li> <li>▪ Batch number</li> <li>▪ Expiry date</li> </ul> <p>b. Appropriate practice staff attend CPR and anaphylaxis training.</p> <p>c. There is an up to date practice anaphylaxis shock kit.</p> <p>d. Written consent and contraindications are recorded in the Personal Child Health Records and in practice patient records.</p> <p>6, A comprehensive written practice policy on repeat prescribing</p>	<p>5, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>d, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Policy attached</p> <p>Date last checked</p>
6.	C & SR	<p><b>MEDICAL PROTECTION</b></p> <p><i>All professionals working in the practice are covered by appropriate indemnity insurance.</i></p>	<p>a. Professional staff hold adequate insurance against liability arising from negligent performance of clinical services.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Renewal dates</p>

**HEALTH CARE COMMISSION 'STANDARDS FOR BETTER HEALTH'**

**DOMAIN 2 CLINICAL AND COST EFFECTIVENESS**

Ref	Key	Statutory Obligations	Evidence in practice	Yes/No	Evidence/PCT support
7.	CF	<b>CLINICAL EFFECTIVENESS / EVIDENCE BASED PRACTICE</b>	<p>a. The practice collaborates with PCT plans around clinical effectiveness</p> <p>b. There is a process for identifying and acting upon nationally agreed best practice (NSF's and other national guidance e.g. NICE technology appraisals)</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Evidence of engagement</p> <p>Evidence of process</p>
8.	CF	<b>CLINICAL AUDIT</b>	<p>a. The practice collaborates with PCT Clinical Audit Plans</p> <p>b. There is a practice system for prioritising, conducting, reporting and acting on clinical audits.</p> <p>c. Audits undertaken address issues of local concern to patients and the practice team.</p> <p>Professional Standards: GMC – Good Medical Practice Maintaining Performance: Take part in regular audit</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Evidence of engagement</p> <p>Audit folder</p> <p>Audit folder</p>

**HEALTH CARE COMMISSION 'STANDARDS FOR BETTER HEALTH'**

**DOMAIN 3: GOVERNANCE**

Ref	Key	Statutory Obligations	Evidence in practice	Yes/No	Evidence/PCT support
9.	C & SR	<p><b>GOVERNANCE ARRANGEMENTS</b></p> <p><i>All practices have in place systems of clinical governance, which enable quality assurance of its services and promote quality improvement and enhanced patient safety.</i></p> <p><i>The underpinning structures within the practice, which will assure embedding of clinical governance through a nominated clinical governance lead.</i></p>	<p>a. The practice has a named Clinical Governance Lead who will coordinate clinical governance activities.</p> <p>b. Regular multidisciplinary meetings are held in the practice to discuss all clinical governance issues.</p> <p>c. The practice has identified at least one example of best practice to the PCT this year.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Who?</p> <p>Minutes</p> <p>Example</p>
10.	CF QOF Ed 4  C & SR QOF Mgmt 10  C & SR	<p><b>EMPLOYMENT, INDUCTION AND TRAINING</b></p> <p><i>The practice complies with current legislation on employment rights and discrimination.</i></p> <p><i>All staff have written terms and conditions of employment conforming to or exceeding the statutory minimum.</i></p>	<p>a. There is a practice induction and training programme for new staff.</p> <p>b. CRB checks are undertaken for all staff according to current regulations.</p> <p>c. Employees are provided with information, which conforms to Section 1 of the Employment Rights Act 1996.</p> <p>d. Staff have a written job description, contract of employment including disciplinary procedure.</p> <p>e. The practice has a complaints procedure for cases of discrimination, harassment and victimisation.</p> <p>f. Staff supervision arrangements comply with relevant professional standards and guidelines.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>d, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>e, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>f, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Programme</p> <p>Summary</p> <p>Sample</p> <p>Sample</p> <p>Procedure attached</p> <p>Explanation</p>

Ref	Key	Statutory Obligations	Evidence in practice	Yes/No	Evidence/PCT support
11.	C & SR	<p><b>PROFESSIONAL REGISTRATION</b></p> <p><i>The practice ensures that all healthcare professionals who are employed by the practice are currently registered with the relevant professional body on the appropriate part(s) of its Register(s) and that any employed general practitioner is a member of a recognised medical defence organisation and registered on a primary care performers list (or equivalent).</i></p>	<p>a. The practice ensures that the appropriate checks with statutory bodies are made before applicants take up post and during their appointment.</p> <p>Professional Standards:</p> <ul style="list-style-type: none"> <li>▪ GMC</li> <li>▪ RCGP</li> <li>▪ BMA</li> <li>▪ Nursing and Midwifery Council</li> <li>▪ Health Professional Council</li> </ul>	a, Yes <input type="checkbox"/> No <input type="checkbox"/>	Registration renewal dates
12.	C & SR QOF Ed 8 & 9	<p><b>CONTINUING PROFESSIONAL DEVELOPMENT (CDP)</b></p> <p><i>All doctors have an annual appraisal.</i></p>	<p>a. GPs participate in the national GP process (coordinated by PCT according to GMC guidance)</p> <p>Professional Standards: GMC Revalidation Process – Licence to practice and Revalidation Folder of Evidence</p>	a, Yes <input type="checkbox"/> No <input type="checkbox"/>	Dates of latest
13.	CF QOF Ed 8	<p><b>PROFESSIONAL DEVELOPMENT (QOF – NURSES)</b></p>	<p>a. CPD for all personnel in line with the local and national policy requirements.</p> <p>b. The practice ensures staff attend appropriate training courses as part of Personal Development Plans.</p> <p>c. Staff have access to skills update training courses.</p> <p>Professional Standards: GMC – Good Medical Practice Maintaining good medical practice – knowledge and skills up to date Royal College of General Practitioners – Portfolio of Evidence of Professional Standards for GPs</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Learning plan</p> <p>Example</p> <p>Example</p>

Ref	Key	Statutory Obligations	Evidence in practice	Yes/No	Evidence/PCT support
14.	CF	<b>CLINICAL PERFORMANCE</b>	<p>a. There is a system for the identification and remedy of poor performance and monitoring effectiveness.</p> <ul style="list-style-type: none"> <li>▪ Appraisal</li> <li>▪ Confidential reporting systems</li> <li>▪ Performance Monitoring</li> </ul> <p>Professional Standards:                      GMC - Good Medical Practice - Conduct or performance of colleagues                      GMC - fitness to practice procedures</p>	a, Yes <input type="checkbox"/> No <input type="checkbox"/>	Description
15.	CF	<b>ETHICS</b>	<p>a. The practice has a system to identify staff who are not abiding by their published codes of professional practice.</p> <p>Professional Standards:                      GMC – Good Medical Practice - Observance of professional ethical obligations</p>	a, Yes <input type="checkbox"/> No <input type="checkbox"/>	Evidence of system and/or evidence of engagement with PCT
16.	CF	<b>DISCIPLINARY &amp; GRIEVANCE</b>	<p>a. There is a practice disciplinary procedure and appeal system.</p> <p>Professional Standards:                      GPs – National Clinical Assessment Authority (NCAA)</p>	a, Yes <input type="checkbox"/> No <input type="checkbox"/>	Policy attached
17.	CF QOF & Ed 9	<b>PERFORMANCE REVIEW</b>	<p>a. Staff participate in formal annual appraisals which result in an individual Personal Development Plan (PDP) when appropriate.</p> <p>Professional Standard:                      GPs – GMC Revalidation</p>	a, Yes <input type="checkbox"/> No <input type="checkbox"/>	Example

**HEALTH CARE COMMISSION 'STANDARDS FOR BETTER HEALTH'**

**DOMAIN 4: PATIENT FOCUS**

Ref	Key	Statutory Obligations	Evidence in practice	Yes/No	Evidence/PCT support
18.	C & SR	<p><b>CONSENT TO TREATMENT</b></p> <p><i>The practice has a policy for consent to the treatment of children that conform to the current Children's Act or equivalent legislation.</i></p>	a. The practice has a policy on obtaining consent.	a, Yes <input type="checkbox"/> No <input type="checkbox"/>	Policy attached
19.	C & SR	<p><b>CONSENT TO TREATMENT</b></p> <p><i>For minor surgery, patients' consent to any surgical procedure including wart cautery and joint injections is recorded.</i></p>	a. Consent is recorded in patients' records.	a, Yes <input type="checkbox"/> No <input type="checkbox"/>	Audit of recent minor surgery procedures
20.	C & SR	<p><b>PRACTICE LIST</b></p> <p><i>Where patients are requesting to join the practice list, the practice does not discriminate on the ground of: race; gender; social class; age; religion; sexual orientation or appearance; disability or medical condition.</i></p>	<p>a. The practice adheres to equalities legislation.</p> <p>Professional Standards: GMC – Good Medical Practice – Decisions about access to medical care</p>	a, Yes <input type="checkbox"/> No <input type="checkbox"/>	Practice statement
21.	C & SR	<p><b>PATIENT INFORMATION</b></p> <p><i>The practice provides patients with a leaflet which is available to patients (about the practice and its services).</i></p>	<p>a. There is a practice leaflet in line with regulations.</p> <p>b. This is reviewed annually to ensure accuracy.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	Current leaflet

Ref	Key	Statutory Obligations	Evidence in practice	Yes/No	Evidence/PCT support
22.	C & SR QOF Ed 6	<p><b>COMPLAINTS</b></p> <p><i>The practice has an agreed procedure for handling patients' complaints, which complies with the NHS complaints procedure and is advertised to the patients.</i></p>	<p>a. There is a practice complaint notice / leaflet</p> <p>b. Staff are trained on the complaints procedure</p> <p>c. The procedure is in accordance with NHS complaints procedure</p> <p>d. The PCT is provided with relevant information</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>d, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Example</p> <p>Dates of training</p> <p>Procedure attached</p> <p>PCT to agree required Information</p>
23.	C & SR	<p><b>HEALTH RECORDS</b></p> <p><i>The practice has a system to allow patients access to their records on request in accordance with current legislation.</i></p> <p><b>CONFIDENTIALITY</b></p>	<p>a. The practice has a policy on access to medical records</p> <p>b. There is an effective policy and procedure to safeguard confidentiality and ensure compliance with statute and other guidelines</p> <p>c. Confidentiality requirements are included in all staff contracts</p> <p>d. There is a practice Caldicott Guardian</p> <p>a. The practice has a policy on access to medical records</p> <p>b. There is an effective policy and procedure to safeguard confidentiality and ensure compliance with statute and other guidelines</p> <p>c. Confidentiality requirements are included in all staff contracts</p> <p>d. There is a practice Caldicott Guardian</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>d, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Policy attached</p> <p>Policy attached</p> <p>Example</p> <p>Who?</p>

**HEALTH CARE COMMISSION 'STANDARDS FOR BETTER HEALTH'**

**DOMAIN 5: ACCESSIBLE AND RESPONSIVE CARE**

Ref	Key	Statutory/Contractual Obligations	Evidence in practice	Yes/No	Evidence/PCT support
24.	CF	<b>CLINICS AND HEALTH PROMOTION</b>	<p>a. Systems and services are reviewed and updated as needed</p> <p>b. The views of patients and carers are considered when making changes to treatments and services</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Recent examples</p> <p>Patient survey findings and action plan</p>
25.	CF	<b>COMMUNITY LIAISON</b>	<p>a. Relationships with community groups and patient participation are promoted and encouraged.</p> <p>b. There is a feedback system for users/carers e.g. suggestion box</p> <p>c. The practice has a robust patient survey action plan, and has a mechanism, either in writing or through a group, for communicating improvements to patients and has other methods for actively seeking the views of patients and responding to those views.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Patient forum notes</p> <p>Plan</p> <p>Action plan System</p>
26.	C&SR	<b>REGISTRATION</b>	<p>a. The practice has a clear policy on patient registration (for example in relation to age, sex, and ethnicity) in line with contractual requirements.</p> <p>b. Practice list is open or closed in line with contractual requirements.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Patient notice/policy</p> <p>Patient notice/policy</p>

Ref	Key	Statutory/Contractual Obligations	Evidence in practice	Yes/No	Evidence/PCT support
27.	SPCT	<b>OPENING HOURS</b>	<p>a. Opening times are clear to patients in line with contractual requirements.</p> <p>b. Cover arrangements are clearly in place for when the surgery is closed.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	

Template PMS Agreement v19 071107

Ref	Key	Statutory/Contractual Obligations	Evidence in practice	Yes/No	Evidence/PCT support

**HEALTH CARE COMMISSION 'STANDARDS FOR BETTER HEALTH'**

**DOMAIN 6: CARE ENVIRONMENT AND AMENITIES**

Ref	Key	Statutory Obligations	Evidence in Practice	Yes/No	Evidence/PCT Support
30.	C & SR	<p><b>PREMISES</b></p> <p><i>Premises must be suitable for the delivery of services and sufficient to meet the reasonable needs of patients and comply with the Disability Discrimination Act</i></p>	<p>a. The practice premises have passed the quality check under the nGMS contract.</p> <p>b. The practice complies with DDA</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	Premises audit
31.	CF C & SR	<p><b>HEALTH AND SAFETY</b></p> <p><i>The practice meets the statutory requirement of the Health &amp; Safety at Work Act and complies with the current approved code of practice in management of Health and Safety at work regulations.</i></p>	<p>a. There is a Health and Safety Policy which satisfies statutory requirements.</p> <p>b. Staff participate in Health and Safety training.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Policy attached</p> <p>Dates and names</p>
32.	CF	<p><b>FIRE SAFETY</b></p>	<p>a. There is an effective fire safety policy and procedures in place.</p> <p>b. The practice complies with statutory requirements and maintenance of detection/fire fighting equipment.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Fire Officer identified</p> <p>Date of latest equipment checks and fire drills</p>
33.	CF	<p><b>FACILITIES MANAGEMENT AND MAINTENANCE</b></p>	<p>a. Cleaning and maintenance systems are in place, which meet the national standards.</p> <p>b. There are systems for the proper management of the prevention, segregation, handling, transport and</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Agreement with External Contractors</p>

Ref	Key	Statutory Obligations	Evidence in Practice	Yes/No	Evidence/PCT Support
			disposal of waste.		
34.	CF	<b>SECURITY</b>	<p>a. The practice has security systems and policies in place.</p> <p>b. There is a zero tolerance policy regarding violence to staff.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
35.	CF	<b>DISASTER PLANNING</b>	<p>a. There is a comprehensive plan in place for business recovery and the continuity of service in the event of an emergency.</p> <p>b. The practice has received advice/training from the PCT on planning for emergency situations.</p> <p>c. The practice has been made aware of the resources available for managing responses to emergency situations and how to access these by the PCT.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	Business Continuity Plan

**HEALTH CARE COMMISSION 'STANDARDS FOR BETTER HEALTH'**

**DOMAIN 7: PUBLIC HEALTH**

Ref	Key	Statutory Obligations	Evidence in Practice	Yes/No	Evidence/PCT Support
36.	CF	<b>CLINICS AND HEALTH PROMOTION</b>	a. Practice plans include programmes to improve and reduce health inequalities in response to NSF's and national plans.	a, Yes <input type="checkbox"/> No <input type="checkbox"/>	Evidence of plans and/ or evidence of engagement with PCT
37.	CF	<b>COMMUNITY</b>	a. Relationships with community groups are encouraged and promoted.	a, Yes <input type="checkbox"/> No <input type="checkbox"/>	Description of local links
38.	CF	<b>SOCIAL SERVICES</b>	a. The practice communicates with and has an effective relationship with social care agencies.	a, Yes <input type="checkbox"/> No <input type="checkbox"/>	Description and assessment of quality

# DEVELOPMENTAL INDICATORS

**DEVELOPMENTAL INDICATORS**

**CONTRIBUTION TOWARDS THE DELIVERY OF PCT LOCAL DELIVERY PLAN**

Ref	Key	Indicator	Evidence in Practice	Yes/No	Evidence/PCT Support
1.	LDP	<p><i>The PCT, as commissioner of services, is required to ensure that services are appropriately identified, commissioned and performance managed. Within this context, the PCT must ensure that all its commissioned services contribute towards the relevant Local Delivery Plan (LDP) targets.</i></p> <p><b>CHOOSE AND BOOK</b></p> <p><i>Practices should use the Choose and Book system for all eligible referrals in support of the 18 week target. This can be done either directly or indirectly.</i></p>	<p>a. The practice is working to increase the number of referrals made through Choose and Book where possible</p> <p>b. Practices have systems in place for reporting problems with the Choose and Book software</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
2.	LDP	<p><b>REFERRAL LETTERS</b></p> <p><i>As an indicator of good practice, referral letters should be generated within five working days of the decision to refer a patient where ever possible.</i></p>	<p>a. Letters are produced quickly and efficiently</p> <p>b. Arrangements are in place to ensure that referral letters are not delayed by flexible working or planned leave.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	Practice plan

Ref	Key	Indicator	Evidence in Practice	Yes/No	Evidence/PCT Support
3.	LDP	<p><b>PROVISION OF INFORMATION</b></p> <p><i>The Local Delivery Plan (LDP) is a key document that sets out the PCT's health and service priorities over a three yearly cycle. The plans are agreed with the Strategic Health Authority and the Department of Health, who then monitor their delivery on a quarterly basis.</i></p> <p><i>The accuracy of the plans and their actual delivery are critical in ensuring that resources are in the right places, to ensure that health improves as set out in the plan.</i></p>	<p>a. The practice is aware of the PCT information requirements and timelines for LDP collections</p> <p>b. The practice has systems in place to support LDP data collection process.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Activity reports</p> <p>Activity reports</p>

**DEVELOPMENTAL PUBLIC HEALTH**

Ref	Key	Indicator	Evidence in Practices	Yes/No	Evidence/PCT Support
4.	QOF LDP	<p><b>SMOKING CESSATION</b></p> <p><i>This indicator is designed to encourage all practices to achieve high QOF scores to ensure consistent achievement across Suffolk PCT and to contribute towards this very important area of the PCT's LDP.</i></p>	<p>a. The practice has a system in place for ensuring patients over 15 years have their smoking status recorded in their notes.</p> <p>b. The practice provides level 1 smoking cessation services in line with contractual requirements.</p> <p>c. The practice has a system in place to ensure it refers appropriately to level 3 smoking cessation services.</p> <p>d. The practice regularly reports data on quitters to the smoking team.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>d, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	QOF Records 22
5.	SPCT	<p><b>PRESCRIBING INCENTIVE SCHEME</b></p> <p><i>This indicator is based on the PCT prescribing incentive scheme for 2007/8. The Scheme has been introduced to reward practices for implementing the cost-effective and evidence-based prescribing changes as requested by the PCT in support of PCT targets.</i></p>	<p><b>Level 1:</b>                      % of statin prescribed as generic simvastatin or pravastatin ≥80%                      % of PPIs prescribed as lansoprazole or omeprazole capsules ≥90%</p> <p><b>Level 2:</b>                      Prescribing Incentive Scheme: practices to choose four from the following:                      % of all ACE inhibitors prescribed as ramipril capsules and lisinopril ≥80% (or an increase of 25% in usage</p>		This assessment will be undertaken by the PCT's pharmacy team with support from the PCT Prescribing and medicines committee.

Ref	Key	Indicator	Evidence in Practices	Yes/No	Evidence/PCT Support
			<p>from base line)                      % of all ACE inhibitors/ARBs prescribed as ARBs ≤20% (or a reduction of 25% in usage from base line)                      % of ARBs prescribed as irbesartan, olmesartan, telmisartan, candesartan and eprosartan ≥80%                      % of all escitalopram and citalopram prescribed as escitalopram ≤10% (or no increase in baseline for those already below 10%)                      To reduce the cost of antibiotic prescribing to the England average cost. Average NIC/STAR-PU for antibiotic prescribing from 1/4/07 to 31/3/08 to be ≤ £0.71                      % of all PPI prescribing as the preferred maintenance doses ≥60%                      % of total NSAID prescribing (including coxibs) as ibuprofen, diclofenac and naproxen ≥80%                      % of all NSAID and coxib prescribing as modified release products ≤20%                      % of all respiratory corticosteroids prescribed as any form of beclometasone MDI ≥50%</p> <p><b>Level 3:</b>                      Prescribe clopidogrel and dipyridamole MR for appropriate indications 100%                      Prescribe clopidogrel and dipyridamole MR with aspirin for appropriate durations 100%</p>		

Ref	Key	Indicator	Evidence in Practices	Yes/No	Evidence/PCT Support
			<p>Review the prescribing of clopidogrel and dipyridamole MR in combination with other drugs which cause GI irritation or increase the risk of bleeding 100%</p> <p>a. Practice achieves level 1 indicators</p> <p>b. Practice achieves level 2 indicators</p> <p>c. Practices achieves level 3 indicators</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
6.	DH QOF	<p><b>INFLUENZA VACCINATION</b></p> <p><i>Government policy is to recommend immunisation for peoples aged 65 years and over. An overall national target of 70% uptake of immunisation for people aged 65 years and over has been set and the PCT is monitored on this via the Health Protection Agency (HPA).</i></p>	<p>a. The practice participates fully in the annual influenza vaccination programme.</p> <p>b. The practice has a system in place to encourage at risk groups and people aged over 65 to have an annual influenza vaccination.</p> <p>c. The practice aspires to achieve 70% uptake of patients over 65.</p> <p>d. The practice reports monthly (November to January) on vaccination uptake via Health Protection Agency website.</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>d, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	
7.	DH	<p><b>CERVICAL SCREENING RATES</b></p> <p><i>The PCT is fully expected to participate in the cervical screening programme and PCT-wide uptake is</i></p>	<p>a. The practice participates fully in the cervical screening programme.</p> <p>b. Smear takers are properly trained</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	

Ref	Key	Indicator	Evidence in Practices	Yes/No	Evidence/PCT Support
		<i>monitored through the HPA.</i>	and participate in 3-yearly training updates.  c. The practice aspires to achieve 85% smear uptake in line with the national average.	c, Yes <input type="checkbox"/> No <input type="checkbox"/>	
8.	DH	<b>CHILDHOOD IMMUNISATION RATES</b>  <i>The PCT is fully expected to participate in the childhood immunisation programme and PCT-wide uptake is monitored through the HPA.</i>	a. The practice participates fully in the childhood immunisation programme.  b. Practice staff encourage uptake of all childhood immunisations unless contraindicated.  c. Practice staff adhere to immunisation guidance in the Green Book – <i>Immunisation against Infectious Diseases</i> .  d. The practice aspires to achieve 90% uptake for all childhood immunisations.	a, Yes <input type="checkbox"/> No <input type="checkbox"/>  b, Yes <input type="checkbox"/> No <input type="checkbox"/>  c, Yes <input type="checkbox"/> No <input type="checkbox"/>  d, Yes <input type="checkbox"/> No <input type="checkbox"/>	
9.	DH LDP	<b>CHLAMYDIA SCREENING</b>  <i>A plan to begin implementing a national screening programme for Chlamydia was included in the DH's National Strategy for Sexual Health and HIV. The overall programme aim is to implement and monitor opportunistic screening for genital chlamydia trachomatis infection in young men and women. The PCT is monitored on the uptake through the LDP.</i>	a. Practice staff encourage uptake of chlamydia screening when promoting sexual health and giving contraceptive advice to patients aged under 25 years.	a, Yes <input type="checkbox"/> No <input type="checkbox"/>	Support is available to practices from the chlamydia screening team

**DEVELOPMENTAL CLINICAL AND COST EFFECTIVENESS**

Ref	Key	Indicator	Evidence in practice	Yes/No	Evidence/PCT Support
10.	SPCT	<p><b>INCENTIVES FOR PRACTICES TO USE NHS RESOURCES RELATING TO THEIR PATIENTS' NEEDS IN AN EFFICIENT MANNER</b></p> <p><i>Indicative Practice Based Commissioning (PBC) budgets are calculated for individual practices using the Department of Health (DH) Fair Shares Toolkit. Each practice is allocated a 'fair shares budget' which is either greater or less than the practice's actual spend. Practices with a spend which is significantly greater than their actual budget will be expected to save proportionately more than those practices who are closer to indicative budget.</i></p>	<p>a. The practice regularly reviews secondary care activity data</p> <p>b. The practice has plans in place to reduce total indicative spend</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Information provided through the BIS Information System Support and training from the PCT to use BIS Guidance on areas for focus from PCT</p> <p>Plans</p>
11.	HCC	<p><b>MEASURING DIRECT ACCESS TO PRIMARY CARE</b></p> <p><i>Every year, the PCT participates in the Healthcare Commission's (HCC) Annual Health Check. The PCT receives a score from the HCC on many aspects of their performance including the quality of services provided and commissioned. The scores are based on information provided throughout the year to the DH, and results in an overall rating for the PCT. The information from General Practice that contributes towards the PCT's rating is around access, and is gathered via the Primary Care Access Survey (PCAS) and the national patient questionnaire:</i></p> <p><i>Patients should have the opportunity to be seen by a GP within 2 working days and by a primary care professional (PCP) within 1 working day.</i></p>	<p>a. The practice participates in the monthly PCAS</p> <p>b. The practice reception staff have been trained and are aware of the access standards</p> <p>c. The practice contacts the PCT where there may be difficulties in achieving the standards in advance of the PCAS survey</p> <p>d. The practice has contingency plans for sustaining access standards</p> <p>e. The practice ensures that patients are aware of the access standards</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>d, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>e, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>PCAS data</p> <p>Plans</p> <p>Notice</p>

Ref	Key	Indicator	Evidence in practice	Yes/No	Evidence/PCT Support
	SPCT	<p><b>MEASURING ACCESS TO PRIMARY CARE BY PROXY</b></p> <p><i>Access is the area that the PCT receives the most complaints from patients, so consequently is an important focus for improving patient experience. It is useful to look at a number of different pathways to gauge access to primary care, such as attendance outside of surgery hours and at alternative providers of care (A&amp;E and minor injury units).</i></p>	<p>a. Practices advertise to patients that minor injury services are provided at the practice</p> <p>b. Attendance at out of hours providers of registered patients is within average range for Suffok PCT practices</p> <p>c. Attendance at minor injury units of registered patients is &lt;1%</p> <p>d. Attendance at A&amp;E is &lt;1% of registered patients</p>	<p>a, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>b, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>c, Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>d, Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>Notice</p> <p>PCT Audit</p> <p>PCT Audit</p> <p>PCT Audit</p>



## SCHEDULE 13

### LOCAL DISPUTE RESOLUTION FOR PRIMARY CARE CONTRACTS

#### 1. Introduction

- 1.1 During the lifetime of a Primary Care contract between a contractor and the PCT, it is possible that the parties concerned may have a dispute which they are unable to resolve between them through the normal communication channels. Typical areas when disputes may arise include contractual sanctions, termination, remuneration, list closure, opt-outs and individual patient assignment.
- 1.2 The regulations and Primary Care contracts state that a contractor and PCT should make every reasonable effort to communicate and cooperate with each other with a view to resolving a dispute [there are separate special rules for closed list disputes]. In the event that it cannot be resolved, then the matter may be referred for determination in accordance with the NHS dispute resolution procedure (and the National Litigation Authority – Family Health Services Appeals Unit (FHSAU)).
- 1.3 This procedure establishes the framework for PCTs and contractors to attempt to seek resolution of a dispute at local level.
- 1.4 If a dispute cannot be resolved at a local level, disputes where the contractor is not treated as an NHS body for the purposes of the contract may be referred to either to the NHS Dispute Resolution process in accordance with the relevant regulations or to a competent court. Contracts and agreements where the contractor is treated as an NHS body for the purpose of the contract must be dealt with by the NHS dispute procedure.

#### 2 Procedure

- 2.1 Initial resolution should be attempted through the services of a conciliator. Both parties must agree to conciliation. If this cannot be achieved, then the dispute may be referred by either party to a local Dispute panel.
- 2.2 The Dispute panel will comprise appropriately qualified individuals able to consider contract disputes at a local level. This panel will comprise:
  - PCT Lead from outside the locality;
  - appropriate Local Representative Committee member from outside the locality;
  - suitable Lay Person (with legal experience); and

The panel may appoint one or more professional advisers as appropriate. Any advice to the panel must be shared with both parties to the dispute who shall have the opportunity to make representations to the panel on the advice.

- 2.3 A dispute should be referred within 10 working days of the agreement between the PCT and contractor that further determination of the dispute is necessary to try and resolve it.

- 2.4 The panel will be asked to review the dispute, considering the evidence and any additional written submissions from both parties, consulting each other initially by telephone and email. They may make one of the following decisions giving the relevant reasons, that:
- a) the PCT decision should be accepted;
  - b) the Contractor's view should be accepted;
  - c) a meeting of the panel should be convened to discuss the dispute with representation from each of the parties involved in the dispute; or
  - d) the dispute is unlikely to be resolved at local level and is sufficiently serious to be referred on.
- 2.5 In a) and b) above, the other party should either accept the decision of the panel or they may seek further determination of the dispute through the NHS dispute resolution process. Alternatively, if the contractor is not a NHS body it can be referred to either the NHS Dispute Resolution process or a competent court.
- 2.6 Each party should be advised of the panel's outcome in writing by the Head of Contractor Services within 5 working days of the panel decision.

### **3. Meeting of the Dispute Panel**

- 3.1 Both the contractor and the PCT **must** agree to a panel meeting. A meeting should be arranged by the Head of Contractor Services (or their nominated deputy) within 20 working days of the agreement to hold a meeting.
- 3.2 Each party to the dispute may be accompanied by a maximum of two persons, but a person who is a barrister or solicitor may not address the panel or put questions to witnesses. A representative could be a member of the contractor's Local Representative Committee.
- 3.3 The Lay Member of the Panel will act as chairman.
- 3.4 The Dispute Panel will consider the evidence and make one of the following decisions, that:
- a) the PCT decision should be accepted;
  - b) the Contractor's view should be accepted;
  - c) recommend a likely satisfactory compromise; or
  - d) the dispute is unlikely to be resolved at local level and is sufficiently serious to be referred on (refer 2.5 above).
- 3.5 Each party will be notified in writing by the Head of Contractor Services (or their nominated deputy) setting out the findings of fact and consideration within 5 working days of the panel's decision.
- 3.6 There is no further right of appeal for either party through the local dispute resolution process. If one or both parties intend to refer the dispute on, either to the NHS dispute resolution process or a competent court as appropriate, it is

recommended that this happens within 28 days of the Dispute Panel's final decision.

#### **4. Reference**

4.1 The Dispute Panel may refer to the relevant sections of the following NHS regulations:

NHS (General Medical Services Contracts) Regulations 2004  
NHS (Primary Medical Services) Regulations 2004  
NHS (Personal Dental Services Agreements) Regulations 2005  
NHS (Personal Dental Services Contracts) Regulations 2005  
GMS and PMS Contract terms  
GDS Contract terms  
PDS Agreement terms  
DOH Guidance

and any subsequent amendments to the above regulations, contract terms or guidance.