

STANDARD GENERAL MEDICAL SERVICES CONTRACT (NI)

The text of the Standard General Medical Services Contract has been approved by the Department of Health's Solicitors and Solicitors acting for the GPC.

The Standard General Medical Services Contract must be read in conjunction with the General Medical Services Transitional and Consequential Provisions No.1 (Northern Ireland) Order 2004, and, in particular, Part 2 of that Order, which sets out the entitlement of specified persons to a General Medical Services Contract.

The Standards General Medical Services Contract should also be read in conjunction with the General Medical Services Transitional and Consequential Provisions No.2 (Northern Ireland) Order 2004 which makes provision for certain matters, acts and notices arising before 31 March 2004 to be treated as matters, acts and notices related to particular clauses in the Contract.

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PART 1²

DEFINITIONS AND INTERPRETATION

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

“1991 Order” means the Health and Personal Social Services (Northern Ireland) Order 1991;

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

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

“additional services” means one or more of-

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

“adjudicator” means *the Department* or a person appointed by *the Department* under Article 8(6) of *the 1991 Order* or paragraph 93(5) of Schedule 5 to *the Regulations*;

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

“the Agency” means the Northern Ireland Central Services Agency for the Health and Personal Social Services established under Article 26 of the Order;

“appliance” means an appliance which is included in a list for the time being approved by *the Department* for the purposes of Article 63 of *the Order*;

“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;

“Article 15B arrangements” means arrangements made under Article 15B of *the Order* (provision of personal medical services)

“Article 15B provider” means a person who is providing primary medical services in accordance with *Article 15B arrangements*;

“assessment panel” means a committee or sub-committee of a Health and Social Services Board (other than the Board) appointed to exercise functions under paragraphs 31 and 35 of Schedule 5 to *the Regulations*;

.

“bank holiday” means any day that is specified or proclaimed as a bank holiday pursuant to section 1 of the Banking and Financial Dealings Act 1971;

“CCT” means Certificate of Completion of Training awarded under article 8 of *the 2003 Order*, including any such certificate awarded in pursuance of

the competent authority functions of the Postgraduate Medical Education and Training Board specified in article 20(3)(a) of that Order;

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

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

who is included in the pharmaceutical list under Article 63 of *the Order*;

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

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

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

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

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

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

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

“core hours” means the period beginning at 8am and ending at 6.30pm on any day from Monday to Friday except *bank holidays* and other public or local holidays agreed with the Board;

“the Department” means the Department of Health, Social Services and Public Safety;

“default contract” means a contract with a Board pursuant to Article 13 of *the Transitional Order*;

“disease” means a disease included in the list of three-character categories contained in the tenth revision of the International Statistical Classification of Diseases and Related Health Problems (published by the World Health Organisation, 1992 ISBN 92 4 1544 19 8 (v.I) NLM Classification WB 15).

“dispensing services” means the provision of drugs, medicines or appliances that may be provided as pharmaceutical services by a medical practitioner in accordance with arrangements made under regulation 11 of *the Pharmaceutical Regulations*;

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

- a) paragraphs 92 and 93 of Schedule 5 to *the Regulations*; or
- b) in a case to which paragraph 36 of Schedule 5 to *the Regulations* applies, in that paragraph

“disqualified” means local or general disqualification by the Tribunal (or a decision under provisions in force in England, Wales or Scotland corresponding to local or general disqualification), but does not include conditional disqualification;

“Drug Tariff” means the statement published under regulation 9 of the *Pharmaceutical Regulations*;

“enhanced services” are-

- a) services other than *essential services, additional services or out of hours services*;
- 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 to that which it needs generally to provide in relation to that service or element of service;

“essential services” means the services described in clauses 46 to 52;

“general medical practitioner” means-

- (a) on the coming into force of Article 10 of *the 2003 Order*, a medical practitioner whose name is included in the *General Practitioner Register* otherwise than by virtue of paragraph 1(d) of Schedule 6 of that Order; and
- (b) until the coming into force of that Article, a medical practitioner who is either-
 - i. until the coming into force of paragraph 22 of Schedule 8 to *the 2003 Order*, suitably experienced within the meaning of Article 8(2) of the Health and Personal Social Services (Northern Ireland) Order 1978, section 31(2) of the National

Health Service Act 1977 or section 21 of the National Health Service (Scotland) Act 1978, or

- ii. upon the coming into force of paragraph 22 of Schedule 8 to the *2003 Order*, an eligible general practitioner pursuant to that paragraph other than by virtue of having an acquired right under paragraph 1(d) of Schedule 6 to *the 2003 Order*;

“general medical services contract” means a general medical services contract under Article 57 of the Order;

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

“global sum” has the meaning given to it in the *GMS Statement of Financial Entitlements*;

“GMS Statement of Financial Entitlements” is the directions given by *the Department* under Article 57C of *the Order*;

“GP Registrar” –

- (a) until the coming into force of Article 5 of *the 2003 Order*, means a medical practitioner who is being trained in general practice by 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 Medical Practitioners (Vocational Training) Regulations (Northern Ireland) 1998, and
- ii. performs primary medical services, and

- (b) from the coming into force of that Article, means a medical practitioner who is being trained in general practice by a *GP Trainer*

whether as part of training leading to the award of a CCT or otherwise;

“GP Trainer” means a *general medical practitioner* who is—

- a) until the coming into force of article 4(5)(d) of *the 2003 Order*, approved as a GP Trainer by the Joint Committee on Postgraduate Training for General Practice under regulation 7 of the Medical Practitioners (Vocational Training) Regulations (Northern Ireland) 1998; or
- b) from the coming into force of that article, approved by the Postgraduate Medical Education and Training Board under article 4(5)(d) of *the 2003 Order* for the purposes of providing training to a *GP Registrar* under article 5(1)(c)(i);

“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 1991 Order;

“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 Article 15C of *the Order*, and “health care profession” shall be construed accordingly;

“health services body” means-

- a. any person or body referred to in Article 8(2) of the 1991 Order;

- b. persons entering into a contract who are to be regarded as a health services body in accordance with regulation 10 (health services body status);

“HSS contract” has the meaning assigned to it by Article 8 of the 1991 Order;

“immediate family member” means-

- (i) a spouse,
- (ii) 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,
- (iii) a parent or step-parent,
- (iv) a son,
- (v) a daughter, or
- (vi) a *child* of whom the *registered patient* is-
 - a. the guardian, or
 - b. the approved carer with whom the child has been placed by a Health and Social Services Trust under Article 27(2) of the Children (Northern Ireland) Order 1995; or
- (vii) a grandparent;

“independent nurse prescriber” means a person-

- (a) who is either engaged or employed by the contractor or is party to the contract,
- (b) who is registered in the *Nursing and Midwifery Register*, and
- (c) in respect of whom an annotation signifying that he is qualified to order drugs, medicines and appliances from-
 - i. the Nurse Prescribers’ Formulary for District Nurses and Health Visitors in Part XVIIIB(i) of the Drug Tariff, or

- ii. the Nurse Prescribers' Extended Formulary in Part XVIIIB(ii) of the Drug Tariff

is also recorded in that register;;

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

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

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

“Local Medical Committee” means a committee of that name recognised by a Board in relation to its area under Article 55B of *the Order*;

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

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

“medical card” means a card issued by the *Agency, a Primary Care Trust, Local Health Board, Health Authority or Health 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 Social Development,
or

- b) provided by an organisation in pursuance of a contract entered into with the Department for Social Development;

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

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

“national disqualification” means a decision under the provisions in force in England, Wales or Scotland corresponding to a general disqualification by the Tribunal;

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

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

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

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

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

“out of hours period” means-

- (a) the period beginning at 6.30pm on any day from Monday to Thursday and ending at 8am on the following day;
- (b) the period between 6.30pm on Friday and 8am on the following Monday; and
- (c) *bank holidays* and other public or local holidays agreed with the Board

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

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

- (a) would be *essential services* if provided in core hours; and
- (b) are included in the Contract as *additional services* funded under the *global sum*.

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

“patient” means-

- (a) a *registered patient*,
- (b) a *temporary resident*,
- (c) persons to whom the Contractor is required to provide immediately necessary or necessary treatment under clause 47.3 or 5050,
- (d) any other person to whom the Contractor has agreed to provide services under the Contract; and
- (e) any person for whom the Contractor is responsible under regulation 31 of *the Regulations*;

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

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

“Pharmaceutical Regulations” means the Health and Personal Social Services (Pharmaceutical Services) Regulations (Northern Ireland) 1992;

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

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

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

“practice leaflet” means a leaflet drawn up in accordance with clause 438;

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

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

“prescriber” means-

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

(c) *a supplementary prescriber;*

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

“prescription form” means a form provided by *the Agency*, and issued by a prescriber to enable a person to obtain pharmaceutical services

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

“Primary Care Trust” means a Primary Care Trust established under section 16A of the National Health Service Act 1977

“primary medical services performers list” means the list of primary medical services performers prepared in accordance with the regulations made under Article 57G of *the Order* (persons performing primary medical services);

“registered patient” means-

- (a) a person who is recorded by the Board 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 Board and who has not been notified by the Board as having ceased to be on that list;

“the Regulations” means The Health and Personal Social Services (General Medical Services Contracts) Regulations (Northern Ireland) 2004;

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 Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976 or in pursuance of section 2(1) of the Pharmacy Act 1954;

“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 *Department* under Article 57D of *the Order* as being a drug, medicine or other substance which may not be ordered for patients in the provision of medical services under the Contract, or
- (b) except where the conditions in clause 291 are satisfied, a drug, medicines or other substance which is specified in any directions given by *the Department* under Article 57D of *the Order* as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes.

“supplementary prescriber” means a person-

- (a) who is either engaged or employed by the contractor or is a party to the contract,
- (b) whose name is registered in-
 - i. the *Nursing and Midwifery Register*;
 - ii. the register maintained in pursuance of Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976; or
- iii the Register of Pharmaceutical Chemists maintained in pursuance of section 2(1) of the Pharmacy Act 1954, and
- (c) against whose name is recorded in the *relevant register* an annotation signifying that he is qualified to order drugs medicines and appliances as a supplementary prescriber;

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

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

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

“the Transitional Order” means the General Medical Services Transitional and Consequential Provisions No.1 (Northern Ireland) Order 2004;

“Tribunal” means the body constituted in accordance with Schedule 11 to *the Order*.

2. In this Contract unless the context otherwise requires:

2.1. Defined terms and phrases appear in italics, except for the terms “patient” and “Contract”;

- 2.2. Words denoting any gender include all genders and words denoting the singular include the plural and vice-versa.
- 2.3. Reference to any person may include a reference to any firm, company or corporation.
- 2.4. Reference to “day”, “week”, “month” or “year” means a calendar day, week, month or year, as appropriate, and reference to a working day means any day except Saturday, Sunday, and any *bank holiday*, and other public and local holidays agreed with the Board
- 2.5. The headings in this Contract are inserted for convenience only and do not affect the construction or interpretation of this Contract.
- 2.6. The schedules to this Contract are and shall be construed as being part of this Contract.
- 2.7. Reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated (whether before or after the date of this Contract), and all statutory instruments or orders made pursuant to it.
- 2.8. Where, pursuant to the General Medical Services Transitional and Consequential Provisions No.2 (Northern Ireland) Order 2004-
- 2.8.1 any matter or act that took place, or
- 2.8.2 any notice that was served,

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

- 2.9. Any obligation relating to the completion and submission of any form that the Contractor is required to complete and submit to the Board includes the obligation to complete and submit the form in such a format or formats (electronic, paper or otherwise) as the Board may specify.
- 2.10. Any obligation on the Contractor to have systems, procedures or controls includes the obligation effectively to operate them.
- 2.11. Where this Contract imposes an obligation on the Contractor, the Contractor must comply with it and must take all reasonable steps to ensure that its personnel and contractors comply with it. Similarly, where this Contract imposes an obligation on the Board, the Board must comply with it and must take all reasonable steps to ensure that its personnel and contractors (save for the Contractor) comply with it.
3. Where there is any dispute as to the interpretation of a particular term in the Contract, the parties shall, so far as is possible, interpret the provisions of the Contract consistently with the European Convention on Human Rights, EC law, *the Regulations, the Transitional Order, the General Medical Services Transitional and Consequential Provisions No.2 (Northern Ireland) order 2004* and any other relevant regulations made under *the Order*.
4. Where the parties have indicated in writing that a clause in the Contract is reserved, that clause is not relevant and has no application to the

Contract³.

5. Where a particular clause is included in the Contract but is not relevant to the Contractor because that clause relates to matters which do not apply to the Contractor (for example, if the clause only applies to partnerships and the Contractor is an individual medical practitioner⁰, that clause is not relevant and has no application to the Contract

³ This provision has been included so that if, in relation to a particular contract, a particular clause number or numbers are not relevant (for example, because that clause or those clauses only need to be included in contracts with a partnership and the contractor concerned is an individual medical practitioner) the words of that clause can be deleted and the word 'reserved' can be inserted next to that clause number: this is to avoid renumbering the clauses or cross-references in the Contract.

PART 2⁴

RELATIONSHIP BETWEEN THE PARTIES

6. The Contract is a contract for the provision of services. The Contractor is an independent provider of services and is not an employee, partner or agent of the Board. 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 Board.
7. The Board does not by entering into this Contract, and shall not as a result of anything done by the Contractor in connection with the performance of this Contract, incur any contractual liability to any other person.
8. This Contract does not create any right enforceable by any person not a party to it.⁵
9. In complying with this Contract, in exercising its rights under the Contract and in performing its obligations under the Contract, the Contractor must act reasonably and in good faith.
10. In complying with this Contract, and in exercising its rights under the Contract, the Board must act reasonably and in good faith and as a responsible public body required to discharge its functions under *the Order*.
11. Clauses 9 and 10 above do not relieve either party from the requirement to comply with the express provisions of this Contract and the parties are subject to all such express provisions.

⁴ Except where indicated, Part 2 is not required by *the Regulations*, but is recommended.

⁵ This clause is required by *the Regulations* (see paragraph 117 of Schedule 5)].

12. The Contractor shall not give, sell, assign or otherwise dispose of the benefit of any of its rights under this Contract, [save in accordance with Schedule 1]⁶. The Contract does not prohibit the Contractor from delegating its obligations arising under the Contract where such delegation is expressly permitted by the Contract.

13. The Board may give, sell, assign or otherwise dispose of the benefit of its rights under this Contract to another Health and Social Services Board.

⁶ The words indicated in square brackets only need to be included if the Contractor is a partnership and Schedule 1 (partnerships) has therefore been utilised.

PART 3

HSS CONTRACT⁷

14. The Contractor has [not] elected to be regarded as a *health service body* for the purposes of Article 8 of the 1991 Order. Accordingly, this Contract is [not] a *HSS contract*.⁸

⁷ If the Contractor has elected to be regarded as a *health service body* for the purposes of Article 8 of the 1991 Order pursuant to regulation 10 of the Regulations, then the Contract must state that it is a *HSS contract*: see regulation 12 of the Regulations.

⁸ Where the contract is a *HSS contract*, it is not enforceable in the courts but instead is subject to the dispute resolution procedures set out in clauses 523 to 528 of the Contract and paragraph 36 and Part 7 of Schedule 5 to the Regulations. Therefore, the Contract must specify whether or not the Contractor has elected to be regarded as a *health service body*, and if it has, the Contractor must indicate that the Contract is a *HSS contract*.

PART 4

COMMENCEMENT OF THE CONTRACT

15. This Contract shall commence on [date].⁹

DURATION OF THE CONTRACT

16. [Subject to clause 17]¹⁰ The Contract shall subsist until [insert date]/[it is terminated in accordance with the terms of this Contract or the general law.]¹¹

17. [If the parties agree that the Contractor is going to provide services other than *essential services, additional services funded under the global sum or any out of hours services* that are not provided pursuant to regulation 29 or 30 of *the Regulations*, (for example, *enhanced services or additional services not funded under the global sum*) details in relation to the period for which each of those services is to be provided should be inserted here: the period for which each of such services will be provided is a matter for negotiation between the parties]¹²

18. []

⁹ The parties must insert the date of commencement, which must be a date no earlier than 1 April 2004: see Regulation 28 of *the Regulations*.

¹⁰ The words in square brackets only need to be included if clause 17 et seq. are completed.

¹¹ This clause is required by *the Regulations*: see Regulation 14 of *the Regulations*. The option for the Contract to subsist until it is terminated in accordance with the terms of the Contract or the general law must be included unless the Board is entering into a temporary contract for a period not exceeding 12 months for the provision of services to the patients of the Contractor, following the termination of a previous contract that that Contractor held with the Board. The Board or the Contractor may, if it wishes to do so, invite the *Local Medical Committee* to participate in the negotiations intending to lead to a temporary contract.

¹² This clause and clauses 18, 19 or 20 (if further space is needed) need to be adapted and completed as indicated (see regulation 9 of *the regulations*)- if it is not relevant because there are no such services to be provided under the Contract, it should be omitted.

19. []

20. []

PART 5¹³

WARRANTIES

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

22. The Contractor warrants that:

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

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

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

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

23. The Board warrants that:

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

¹³ This Part is not required by *the Regulations*, but is recommended.

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

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

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

PART 6

LEVEL OF SKILL¹⁴

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

PROVISION OF SERVICES¹⁵

Premises

26. The address of each of the premises to be used by the Contractor or any sub-contractor for the provision of services under the Contract is as follows: []¹⁶.

¹⁴ This clause is required by *the Regulations* (see paragraph 62 of Schedule 5).

¹⁵ Except where specifically indicated in a footnote, this whole section (Provision of Services) is required by *the Regulations* (see regulation 18(1)(b), (2) and (3), 25 and Part 1 of Schedule 5).

¹⁶ All relevant addresses from which services under the Contract will be provided by the Contractor or any sub-contractor must be included here. It does not include the homes of patients or any other premises where services are provided on an emergency basis. This clause is required by regulation 18(1)(b) of *the Regulations*, together with regulation 18(2). However, where a medical practitioner who, on 31 March 2004, is providing general medical services under Article 56 of *the Order*, enters into a general medical services contract on or before 31 March 2004 whether as an individual medical practitioner, as one or two or more individuals practising in partnership, or that person is a legal and beneficial shareholder in a company which enters into a general medical services contract on or before 31 March 2004, the *practice premises* specified in the Contract at its commencement must, unless the Board agrees otherwise in writing, be

- if the Contractor is an individual medical practitioner, all the premises which, on 31 March 2004 (or on the date on which the contract is signed, if earlier), were approved (whether with or without conditions) by the Board or *the Department* under paragraph 36 or 37 of Schedule 2 to the General Medical Services Regulations (Northern Ireland) 1997 in respect of that practitioner and whose approval has not been withdrawn
- if the Contractor is a partnership, all the premises which, on 31 March 2004 (or on the date on which the contract is signed, if earlier), were approved (whether with or without conditions) by the Board or *the Department* under paragraph 36 or 37 of Schedule 2 to the General Medical Services Regulations (Northern Ireland) 1997 in respect of any of the practitioners and whose approval has not been withdrawn; or
- if the Contractor is a company, all the premises which, on 31 March 2004 (or on the date on which the Contract is signed, if earlier), were approved (whether with or without conditions) by the Board or *the Department* under paragraph 36 or 37 of Schedule 2 to the General Medical Services Regulations (Northern Ireland) 1997 in

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

27.1. suitable for the delivery of those services; and

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

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

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

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

28.3. the timescale in which such steps will be taken¹⁷.

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

respect of any of the medical practitioners who are legal or beneficial shareholders in that company and whose approval has not been withdrawn.

This is a requirement of Article 25 of the *Transitional Order*. The applicability of Article 25 of the *Transitional Order* does not prevent the inclusion of a plan pursuant to clause 28 where the Board does not consider that all or any one of the premises meets the standard in clause 27.

¹⁷ Clause 28, clause 29 and Schedule 6 need only be included in the Contract if the Board is not satisfied that any or all of the premises at which services are to be provided meet the standards set out in clause 27 at the date the Contract is signed. If the premises do meet the standards, these clauses can be deleted.

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

Attendance at *practice premises*

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

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

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

Attendance outside *practice premises*

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

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

31.2. such other place as the Contractor has informed the patient and the Board is the place where it has agreed to visit and treat the patient;

31.3. some other place in the Contractor's *practice area*.

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

32.1. arranging for the referral of a patient without first seeing the patient, in a case where the medical condition of that patient makes that course of action appropriate; or

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

Newly registered patients

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

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

Patients not seen within 3 years

35. Where a *registered patient* who:

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

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

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

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

Patients aged 75 years and over

37. Where a *registered patient* who-

37.1. has attained the age of 75 years; and

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

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

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

Clinical reports

39. Where the Contractor provides any clinical services to a patient who is not on its list of patients, it shall, unless the patient refuses his consent, as soon as reasonably practicable, provide a clinical report relating to the consultation, and any treatment provided, to the Board. The Board shall send any report received to the person with whom the patient is registered for the provision of *essential services* or their equivalent or if that person is not known to the Board, the Health and Social Services Board in whose area the patient is resident.

Storage of vaccines

40. The Contractor shall ensure that-
- 40.1. all vaccines are stored in accordance with the manufacturer's instructions; and

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

Infection control

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

Duty of co-operation in relation to *additional, enhanced and out of hours services*¹⁸

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

42.1. a particular *additional service*;

42.2. a particular *enhanced service*; or

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

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

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

¹⁸ Although not every aspect of clauses 42 to 45 will be relevant to every Contractor, these clauses should be left in every GMS Contract as in many cases, a Contractor will not be providing each *additional service*, each *enhanced service* and *out of hours services*: these clauses have been drafted so that they can be left in the contract even if that were to be the case. These clauses are required by paragraph 12 of Schedule 5 to *the Regulations*.

- 43.1. co-operate , insofar as is reasonable, with any person responsible for the provision of that service or those services;
 - 43.2. comply in *core hours* with any reasonable request for information from such a person or from the Board relating to the provision of that service or those services; and
 - 43.3. in the case of *out of hours services*, take reasonable steps to ensure that any *patient* who contacts the *practice premises* during the *out of hours period* is provided with information about how to obtain services during that period.
44. Nothing in clauses 42 and 43 shall require the Contractor (if it is not providing *out of hours services* under the Contract) to make itself available during the *out of hours period*.
45. If the Contractor ceases to be required to provide to its *patients* –
- 45.1. a particular *additional service*;
 - 45.2. a particular *enhanced service*; or
 - 45.3. *out of hours services*, either at all or in respect of some periods or some services;

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

PART 7¹⁹

ESSENTIAL SERVICES

46. The Contractor must provide the services described in clauses 47 to 52 (*essential services*) at such times in *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 emergency²⁰.

47. The Contractor must provide-

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

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

47.1.2. terminally ill; or

47.1.3. suffering from chronic *disease*

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

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

¹⁹ This Part is required by *the Regulations* (see regulation 15). Every GMS Contract must require the Contractor to provide *essential services*..

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

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

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

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

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

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

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

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

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

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

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

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

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

52. The period referred to in clause 50s-

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

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

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

PART 8²¹

ADDITIONAL SERVICES

²¹ This Part only needs to be included in the Contract where the Contractor is to provide any one or more of the *additional services*. Where the contract is with-

- an individual medical practitioner who, on 31st March 2004, was providing services under Article 56 of *the Order*;
- two or more individuals practising in partnership at least one of whom was, on 31st March 2004, a medical practitioner providing services under Article 56 of *the Order*; or
- a company in which one or more of the shareholders was, on 31st March 2004, a medical practitioner providing services under Article 56 of *the Order*

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

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

. In any other circumstances, it is for the Contractor and the Board negotiate which *additional services* will be provided by the Contractor. If the Contractor is providing any one or more *additional services* under the Contract (whether or not pursuant to regulation 29), then the clauses relating to that particular *additional service* are required to be inserted into the Contract: clause 53 must be included where any one or more additional services is being provided by the Contractor under the Contract. This section implements Regulation 16 and Schedule 1 to *the Regulations*. The first exception to these general principles (see Article 17 of the *Transitional Order*) is where the Contractor was entitled to enter into a GMS Contract pursuant to Articles 8 or 10 of the *Transitional Order*; if this is the case, the Contract must, unless the Board has accepted in writing a written request from the Contractor not to provide such services, provide for the Contractor to provide in *core hours* to the Contractor's registered patients and persons accepted by it as *temporary residents*-

- such of the *additional services* as are equivalent to the services which were specified in the notice of vacancy published under regulation 8(3) of the General Medical Services Regulations (Northern Ireland) 1997, or
- in a case in which the services required were not so specified, the services which the medical practitioner whose death or withdrawal or removal from the Board's medical list led to the declaration of the vacancy was providing to his patients immediately prior to his death or withdrawal from the list.

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

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

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

55. The Contractor shall provide the *additional services*²² set out in clause 56 to-

55.1. its *registered patients*; and

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

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

56.1. [*cervical screening services*];

56.2. [*contraceptive services*];

56.3. [*vaccinations and immunisations*];

56.4. [*childhood vaccinations and immunisations*];

56.5. [*child health surveillance services*];

²² Delete from the list at clause 56 any of the *additional services* that the Contractor is not going to be providing under the Contract to the persons specified in clause 55..

56.6. [maternity medical services];

56.7. [minor surgery].

57. The Contractor shall provide the *additional services*²³ set out in [] to []²⁴

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

58.1. [cervical screening services];

58.2. [contraceptive services];

58.3. [vaccinations and immunisations];

58.4. [childhood vaccinations and immunisations];

58.5. [child health surveillance services];

58.6. [maternity medical services];

58.7. [minor surgery].

²⁴ Clauses 57 and 58 only need to be included if the parties agree that the Contractor will provide *additional services* that are not funded by the *global sum*. If the parties do so agree, details need to be inserted at clause 57 of the patients to whom such services will be provided, and where particular *additional services* specified in clause 58 are to be provided to particular patients (for example *maternity medical services* is to be provided to one group of patients and *minor surgery* is to be provided to a different group of patients), the spaces in square brackets at clause 57 should be completed to make it clear which *additional services* included at clause 58 are to be provided to which patients: any *additional services* that the Contractor will not be providing to patients specified in clause 57 need to be deleted from clause 58.

59. [In addition to the *additional services* specified in clauses 55, 56, 57 and 58 the Contractor shall provide *child health surveillance services* to [specify here any patients/categories of patients (other than patients who are recorded as being on the Contractor's list of patients) to whom the Contractor was providing child health surveillance services, either under regulation 27 of the General Medical Services Regulations (Northern Ireland) 1997 or pursuant to a default contract, on or immediately before the date this contract is to be entered into (see Article 23 and 24 of the Transitional Order) (see Article 23 and 24 of the Transitional Order)] The requirement to provide this *additional service* to the patients specified in this clause shall cease on the date on which any *opt out* of *child health surveillance services* in respect of the Contractor's own registered patients commences pursuant to Part 10 of the Contract]²⁵
60. In addition to the *additional services* specified in clauses 55, 56, 57 and 58, the Contractor shall provide *contraceptive services* to [specify here and patients/categories of patients (other than patients who are recorded as being on the Contractor's list of patients) to whom the Contractor was providing contraceptive services, either under regulation 28 of the General Medical Services Regulations (Northern Ireland) 1997 or pursuant to a default contract, on or immediately before the date this contract is to be entered into (see regulation 23 and 24 of the Transitional Order)] The requirement to provide this *additional service* to the patients specified in this clause shall cease on the date on which any *opt out* of *contraceptive services* in respect of the Contractor's own registered patients commences pursuant to Part 10 of the Contract]²⁶
61. [In addition to the *additional services* specified in clauses 55, 56, 57 and 58, the Contractor shall provide *maternity medical services* to [specify here any

²⁵ This clause only needs to be included if the Contractor must provide such services pursuant to Article 23 or 24 of the *Transitional Order*: if neither Article applies to the Contractor, this clause can be deleted

²⁶ This clause only needs to be included if the Contractor must provide such services pursuant to Article 23 or 24 of the *Transitional Order*: if neither Article applies to the Contractor, this clause can be deleted.

patients/categories of patients (other than patients who are recorded as being on the Contractor's list of patients) to whom the Contractor was providing contraceptive services either under regulation 34 of the General Medical Services Regulations (Northern Ireland) 1997 or pursuant to a default contract, on or immediately before the date the Contract is to be entered into (see Article 23 and 24 of the Transitional Order)]. The requirement to provide this additional service to the patients specified in this clause shall cease on the date on which any opt out of maternity medical services in respect of the Contractor's own registered patients commences pursuant to Part 10 of the Contract]²⁷

62. Nothing in clauses 59 to 61 shall prevent the Contractor from subsequently terminating its responsibility for patients not registered with the Contractor pursuant to clauses 225 to 229²⁸.

63. []²⁹

64. []

65. []

66. []

67. []

²⁷ This clause only needs to be included if the Contractor must provide such services pursuant to Article 23 or 24 of the *Transitional Order*; if neither Article applies to the Contractor, this clause can be deleted.

²⁸ This clause only needs to be included if any of clauses 59 to 61 Are included. If not, this clause can be deleted

²⁹ Clause 54 makes provision in respect of *additional services* funded by the *global sum* in respect of the times during which *additional services* are to be provided to patients. In relation to *additional services* that are not funded by the *global sum* (specified in clause 58) the parties will need to specify here the times during which such services are to be provided; there is further space in the clauses below to include such further detail as is necessary

Cervical screening³⁰

68. The Contractor shall-

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

69. The services referred to in clause 68 are-

- 69.1. the provision of any necessary information and advice to assist women identified by the Board as recommended nationally for a cervical screening test in making an informed decision as to participation in the Cervical Screening Programme;
- 69.2. the performance of cervical screening tests on women who have agreed to participate in that Programme;
- 69.3. arranging for women to be informed of the results of the test;
- 69.4. ensuring that test results are followed up appropriately.

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

³⁰ Clauses 68 to 70 are required by *the Regulations* only where the Contract includes the provision of *cervical screening services*. If the Contractor is not providing *cervical screening services*, these clauses should be deleted.

Contraceptive services³¹

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

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

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

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

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

71.5. the provision of advice in cases of unplanned or unwanted pregnancy, including advice about the availability of free pregnancy testing in the *practice area* and advice to any patient who intends to have a termination of pregnancy

³¹ Clause 71 is required by *the Regulations* only where the Contract includes the provision of *contraceptive services*. If the Contractor is not providing *contraceptive services*, this clause should be deleted.

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

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

Vaccinations and immunisations³²

72. The Contractor shall-

72.1. offer to provide to patients all necessary 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 37 of the General Medical Services Regulations (Northern Ireland) 1997 other than influenza vaccination.;

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

72.3. record in the patient's record kept in accordance with clauses 426 to 434 any refusal of the offer referred to in clause 72.1;

72.4. where the offer is accepted, administer the vaccinations and immunisations and include in the patient's record kept in accordance with clause 426 to 434-

³² Clauses 72 and 73 are required by *the Regulations* only where the Contract includes the provision of *vaccinations and immunisations*. If the Contractor is not providing *vaccinations and immunisations*, these clauses should be deleted.

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

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

72.4.3. the date of administration;

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

72.4.5. any contraindications to the vaccination or immunisation; and

72.4.6. any adverse reactions to the vaccination or immunisation.

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

Childhood vaccinations and immunisations³³

74. The Contractor shall-

74.1. offer to provide to children all necessary 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

³³ Clauses 74 to 75 are required by *the Regulations* only where the Contract includes the provision of *childhood vaccinations and immunisations*. If the Contractor is not providing *childhood vaccinations and immunisations*, these clauses should be deleted.

made under regulation 37 of the General Medical Services Regulations (Northern Ireland) 1997;

74.2. provide necessary information and advice to patients and, where appropriate, their parents about such vaccinations and immunisations;

74.3. record in the patient's record kept in accordance with clause 426 to 434 any refusal of the offer referred to in clause 74.1;

74.4. where the offer is accepted, administer the vaccinations and immunisations and include in the patient's record kept in accordance with clauses 426 to 434-

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

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

74.4.3. the date of administration;

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

74.4.5. any contraindications to the vaccination or immunisation; and

74.4.6. any adverse reactions to the vaccination or immunisation.

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

Child health surveillance³⁴

76. The Contractor shall, in respect of any child under the age of 5 for whom it has responsibility under the Contract-

76.1. provide the services described in clause 77, other than any examination so described which the parent refuses to allow the child to undergo, until the date upon which the child attains the age of 5 years; and

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

77. The services referred to in clause 76.1 are-

77.1. the monitoring-

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

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

³⁴ Clauses 76 to 78 are required by *the Regulations* only where the Contract includes the provision of *child health surveillance services*. If the Contractor is not providing *child health surveillance services*, these clauses should be deleted.

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

77.2. the examination of the child at a frequency that has been agreed with the Board in accordance with a nationally agreed evidence based programme set out in the fourth edition of “Health for all Children”.

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

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

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

Maternity medical services³⁵

79. The Contractor shall-

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

³⁵ Clauses 79 to 80 are required by *the Regulations* only where the Contract includes the provision of *maternity medical services*. If the Contractor is not providing *maternity medical services*, these clauses should be deleted.

79.2. provide to female patients and their babies all necessary maternity medical services throughout the post natal period other than neo-natal checks;

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

80. In clause 79,

80.1 “ante-natal period” means the period from the start of the pregnancy to the onset of labour,

80.2 “maternity medical services” means-

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

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

80.3 “post natal 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 surgery³⁶

81. The Contractor shall make available to patients where appropriate curettage and cautery and, in relation to warts, verrucae and other skin lesions, cryocautery.
82. The Contractor shall ensure that its record of any treatment provided pursuant to clause 81 includes the consent of the patient to that treatment.

³⁶ Clauses 81 and 82 are required by *the Regulations* only where the Contract includes the provision of *minor surgery*. If the Contractor is not providing *minor surgery*, these clauses should be deleted.

PART 9

OUT OF HOURS SERVICES³⁷

³⁷ A contractor is required to provide *out of hours services* under the Contract if it falls within the categories specified in regulations 30 to 31 of *the Regulations*: otherwise it is a matter for negotiation between the parties. This means that the Contractor must provide *out of hours services* under the Contract in the following circumstances:-

1. (regulation 30) if, under the Contract, the Contractor will be providing any services before 1st January 2005 (whether or not services will be provided after that date), the Contract must provide for *out of hours services* to be provided to patients by the Contractor unless:-
 - a) the Board has accepted in writing, prior to the signing of the Contract, a written request from the Contractor that the Contract should not require the Contractor to provide such services; or
 - b) the Contract is, at the date on which it is signed, with-
 - a medical practitioner who is or was,, on 31st March 2004,relieved of responsibility for providing services to his patients under paragraph 20(2) of Schedule 2 to the General Medical Services Regulations (Northern Ireland) 1997;
 - a partnership in which all of the partners who are *general medical practitioners* are, or were on 31 March 2004 relieved of responsibility for providing services to their patients under that paragraph on that date;
 - a company in which all of the *general medical practitioners* who own shares in that company are, or were on 31 March 2004, relieved of responsibility for providing services to their patients under that paragraph on that date
 - c) the Contractor opts out of the provision of *out of hours services* pursuant to the Contract (which will not affect the need to include the provision of *out of hours services* in the Contract at the point the Contract is entered into); or
 - d) the Contract has been otherwise varied to exclude a requirement to make such provision (this will not be relevant at the point where the Contract is being entered into because there will not be any such variation until there is a contract to vary); AND
2. (regulation 31) if the Contract is with any of the persons specified in a) to c) below, the Contract must require the Contractor to continue providing *out of hours services* to patients of an exempt contractor where the Contractor is-
 - a) an individual medical practitioner who is, or was on 31st March 2004 responsible for providing services during all or part of the out of hours period to the patients of a medical practitioner who meets the requirements set out in paragraph 3 below(“exempt contractor”);
 - b) two or more individuals practising in partnership at least one of whom is, or was on 31st March 2004, a medical practitioner responsible for providing such services; or
 - c) a company in which one or more of the shareholders is, or was on 31st March 2004, a medical practitioner responsible for providing such services.And the Contractor must continue to provide such services until it has opted out of the provision of *out of hours services* in accordance with Part 10 of the Contract, or the Board (or if it is different, the Health and Social Services Board with which the exempt contractor holds its contract) has or have agreed in writing that the Contractor need no longer provide some or all of those services to some or all of those patients.
3. the requirements referred to in 2(a) are that-

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

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

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

during the *out of hours period*³⁸].

84. The Contractor shall only be required to provide the services specified in clause 83 during the *out of hours period* to a patient if, in the reasonable opinion of the Contractor in the light of the patient's medical condition, it would not be reasonable in all the circumstances for the patient to wait for the services required until the next time at which he could obtain such services during *core hours*³⁹.

-
- a) the medical practitioner was relieved of responsibility for providing services to his patients under paragraph 20(2) of Schedule 2 to the General Medical Services Regulations (Northern Ireland) 1997; and
 - b) he-
 - i. has entered or intends to enter into a contract which does not include *out of hours services* pursuant to paragraph 1(b) above,
 - ii. is one of two or more individuals practising in partnership who have entered or intend to enter into a contract which does not include *out of hours services* pursuant to paragraph 1(b) above;
 - iii. is the owner of shares in a company which has entered or intends to enter into a contract which does not include *out of hours services* pursuant to paragraph 1(b) above.

³⁸ This clause is mandatory only if *out of hours services* are being provided pursuant to regulation 30 or 31 of *the Regulations*: if *out of hours services* are included in the Contract other than by virtue of regulation 30 or 31, details of what services are to be provided by the Contractor during the *out of hours period* should be included here instead, and the provision can be re-drafted depending on what is agreed between the parties.

³⁹ This clause is required whenever *out of hours services* will be provided, whether pursuant to regulation 30 or 31 of *the Regulations* or not.

85. From 1st January 2005, the Contractor must, in the provision of *out of hours services*, meet any quality standards which have been approved by the Department and specified in writing by the Board in relation to the provision of those services.

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

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

86.2. the Board and, where applicable, the Health and Social Services Board that holds a contract with the contractor for whom *out of hours services* are being provided by the Contractor under the Contract, has or have agreed in writing that the Contractor need no longer provide some or all of those services to some or all of those patients⁴⁰.

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

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

⁴⁰ This clause is only required if the Contractor is providing *out of hours services* pursuant to regulation 31 of *the Regulations*. Otherwise this clause should be deleted.

87.2. the Contractor has opted out of the provision of *out of hours services* in accordance with Part10 of the Contract; or

87.3. the Board and, if it is different, the Health and Social Services Board that holds a contract with the contractor for whom the *out of hours services* are being provided by the Contractor under the Contract, has or have agreed in writing that the Contractor need no longer provide some or all of those services to some or all of those patients]⁴¹

PART 10

OPT OUTS OF ADDITIONAL AND OUT OF HOURS SERVICES⁴²

Opt outs of additional services: general

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

⁴¹ Clause 87 only needs to be included if, pursuant to Article 20 of the *Transitional Order*, the Contractor will be responsible for providing *out of hours services* to the patients of a party to a *default contract*. If it is not relevant to the Contractor, the clause can be deleted.

⁴² These provisions are required by *the Regulations* in certain circumstances (see regulation 17 and Schedule 2):-

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

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

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

90. The discussions referred to in clause 89 shall be completed within the period of 10 days beginning with the date of the receipt of the *preliminary opt out notice* by the Board or as soon as reasonably practicable thereafter. If, following the discussions, the Contractor still wishes to opt out of the provision of the *additional service*, it shall send an *opt out notice* to the Board.

91. An *opt out notice* shall specify-

91.1. the *additional service* concerned;

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

91.3. the reasons for wishing to opt out;

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

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

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

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

Temporary opt outs and permanent opt outs following temporary opt outs

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

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

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

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

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

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

- 96.1. is providing *additional services* to *patients* other than its own *registered patients*, or *enhanced services*, or
- 96.2. has no reasonable need to *temporarily opt out* having regard to its ability to deliver the *additional service*.
97. The date specified by the Board for the commencement of the *temporary opt out* shall wherever reasonably practicable be the date requested by the Contractor in its *opt out notice*.
98. Before determining the end date, the Board shall make reasonable efforts to reach agreement as to the end date with the Contractor.
99. Where the Board approves an *opt out notice*, the Contractor's obligation to provide the *additional service* specified in the notice shall be suspended from the date specified by the Board in its decision under clause 95 and shall remain suspended until the end date unless-
- 99.1. the Contractor and the Board agree an earlier date in writing, in which case the suspension shall come to an end on the earlier date agreed;
- 99.2. the Board specifies a later date under clause 99.4 in which case the suspension shall end on the later date specified;
- 99.3. clause 103 applies, and the Contractor refers the matter to the *dispute resolution procedure* or the court, in which case the suspension shall end-

99.3.1. where the outcome of the decision is to uphold the decision of the Board, on the day after the date of the decision of *the Department* or the court;

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

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

99.4. clause 103 applies and-

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

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

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

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

101. Where the Board considers that-

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

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

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

102. Where the Board notifies the Contractor under clause 101 that the *permanent opt out* shall follow a *temporary opt out*, the *permanent opt out* shall take effect immediately after the end of the *temporary opt out*.

103. Where the Contractor has *temporarily opted out*, the Contractor may at least, three months prior to the end date, notify the Board in writing that it wishes to *permanently opt out* of the *additional service* in question.

104. Where the Contractor has notified the Board under clause 103 that it wishes to *permanently opt out*, the *temporary opt out* shall be followed by a *permanent opt out* beginning on the day after the end date unless the Board refuses the Contractor's request to *permanently opt out* by giving a notice in writing to the Contractor to this effect.

105. The Board may only give a notice under clause 104 with the approval of the *Department*. Where the Board seeks the approval of the *Department* to a proposed decision to refuse a *permanent opt out* under this clause, it shall notify the Contractor of having done so.
106. If the *Department* has not reached a decision as to whether or not to approve the Board's proposed decision to refuse a *permanent opt out* before the end date, the Contractor's obligation to provide the *additional service* shall remain suspended until the date specified in clause 99.4.2 or 99.4.3 (whichever is applicable).
107. Where after the end date the *Department* notifies the Board that it does not approve the Board's proposed decision to refuse a *permanent opt out*, the Board shall notify the Contractor in writing of this fact as soon as is reasonably practicable.
108. A *temporary opt out* or *permanent opt out* commences, and a *temporary opt out* ends at 08.00 on the day the relevant day unless-
- 108.1. the day is a Saturday, Sunday, *bank holidays* or other public or local holidays agreed with the Board in which case the opt out shall take effect on the next working day at 08.00; or
- 108.2. the Board and the Contractor agree a different day or time.

Permanent opt outs

109. In clauses 110 to 126-

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

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

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

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

110.1. approve the *opt out notice*; or

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

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

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

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

113. If the Board approves the *opt out notice* under clause 110.1, it shall use its reasonable endeavours to make arrangements for the Contractor's *registered patients* to receive the *additional service* from an alternative provider from A day.
114. The Contractor's duty to provide the *additional service* shall terminate on A Day unless the Board serves a notice under clause 115 (extending A day to B day or C day).
115. If the Board is not successful in finding an alternative provider to take on the provision of the *additional service* from A day, then it shall notify the Contractor in writing of this fact no later than one month before A day, and-
- 115.1. in a case where A Day is three months after service of the *opt out notice*, the Contractor shall continue to provide the *additional service* until B Day unless at least one month before B Day it receives a notice in writing from the Board under clause 116 that despite using its reasonable endeavours, it has failed to find an alternative provider to take on the provision of the *additional service* from B Day;
- 115.2. in a case where A Day is six months after the service of the *opt out notice*, the Contractor shall continue to provide the *additional service* until C Day unless at least one month before C Day it receives a notice from the Board under clause 120 that it has made an application to the *Department* under clause 119 seeking its approval of a decision to refuse a *permanent opt out* or to delay the commencement of a *permanent opt out* until after C Day.

116. Where in accordance with clause 115 the *permanent opt out* is to commence on B Day and the Board, despite using its reasonable endeavours, has failed to find an alternative provider to take on the provision of the *additional service* from that day, it shall notify the Contractor in writing of this fact at least one month before B Day, in which case the Contractor shall continue to provide the *additional service* until C Day unless at least one month before C Day it receives a notice from the Board under clause 119 that it has applied to the *Department* under clause 118 seeking the approval of the *Department* to a decision to refuse a *permanent opt out* or to postpone the commencement of a *permanent opt out* until after C Day.
117. As soon as is reasonably practicable and in any event within 7 days of the Board serving a notice under clause 116, the Board shall enter into discussions with the Contractor concerning the support that the Board may give to the Contractor or other changes which the Board or the Contractor may make in relation to the provision of the *additional service* until C Day.
118. The Board may, if it considers that there are exceptional circumstances make an application to the *Department* for approval of a decision to-
- 118.1. refuse a *permanent opt-out*; or
- 118.2. postpone the commencement of a *permanent opt-out* until after C Day.
119. As soon as practicable after making an application under clause 118 to the *Department*, the Board shall notify the Contractor in writing that it has made such an application.

120. Where the *Department-*

120.1. approves a decision to refuse an opt out pursuant to paragraph 3(12)(a) of Schedule 2 to *the Regulations*; or

120.2. recommends that a *permanent opt out* be refused pursuant to paragraph 3(13)(b)(ii) of Schedule 2 to *the Regulations*,

the Board shall notify the Contractor in writing that it may not opt out of the *additional service*.

121. Where the Board notifies the Contractor under clause 120, the Contractor may not serve a *preliminary opt out notice* in respect of that *additional service* for a period of 12 months beginning with the date of service of the Board's notice under that clause unless there has been a change in the circumstances of the Contractor which affects its ability to deliver services under the Contract.

122. Where the *Department-*

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

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

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

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

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

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

125. Nothing in clauses 109 to 124 above shall prevent the Contractor and the Board from agreeing a different date for the termination of the Contractor's duty under the Contract to provide the *additional service* and, accordingly, varying the Contract in accordance with clause 529.

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

126.1. the day is a Saturday, Sunday, *bank holiday* or other public or local holidays agreed with the Board in which case the opt out shall take effect on the next working day at 08.00; or

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

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

127. Clauses 128 to 144 apply where the Contractor wishes to serve or serves an *out of hours opt out notice* after 30th September 2004.
128. Where the Contractor wishes to terminate its obligation to provide *out of hours services* which was included in the Contract pursuant to regulation 30 of *the Regulations*, the Contractor shall notify the relevant Board in writing to that effect (an *out of hours opt out notice*).
129. An *out of hours opt out notice* shall specify the date from which the Contractor would like the opt out to take effect, which must be either three or six months after the date of service of the *out of hours opt out notice*.
130. As soon as is reasonably practicable and in any event within 28 days of receiving the *out of hours opt out notice*, the Board shall approve the notice and specify in accordance with clause 131 the date on which the out of hours opt out is to commence (“OOH Day”). The Board shall notify the Contractor of its decision as soon as possible.
131. The date specified under clause 130 shall be the date specified in the *out of hours opt out notice*.
132. The Contractor may not withdraw an *out of hours opt out notice* once it has been approved by the Board under clause 130 without the Board’s agreement.
133. Following receipt of the *out of hours opt out notice*, the Board must use its reasonable endeavours to make arrangements for the Contractor’s *registered patients* to receive the *out of hours services* from an alternative provider from OOH Day.

134. Clauses 114 to 126 shall apply to an out of hours opt out as they apply to a *permanent opt out* and as if the reference to “A Day” was a reference to OOH day and the reference in clause 121 to a *preliminary opt out notice* was a reference to an *out of hours opt out notice*.

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

135. Clauses 136 to 150 shall apply where the Contractor wishes to serve or serves an out of hours opt out notice before 1st October 2004 and in those clauses-

135.1. “OOH day” is the day specified by the Board for the commencement of the out of hours opt out in its decision under clause 138;

135.2. “OOHB day” is the day six months after the date of service of the out of hours opt out notice;

135.3. “OOHC day” is the day specified by the Board in its decision under clause 144 or 146 (which must be nine months after the date of service of the *out of hours opt out notice* or before 2nd January 2005);

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

137. An *out of hours opt out notice* shall state the date on which the Contractor would like the opt out to take effect, which must be at least three months after the date of service of the *out of hours opt out notice*.
138. As soon as is reasonably practicable and in any event within 28 days of receiving the *out of hours opt out notice*, the Board shall approve the notice and specify in accordance with clause 139 and 140 the date on which the out of hours opt out is to commence (“OOH Day”). The Board shall notify the Contractor of its decision as soon as possible, including reasons for its decision.
139. Subject to clause 140, OOH day shall be-
- 139.1. the date specified in the *out of hours opt out notice*; or
 - 139.2. any other date before 2nd January 2005.
140. A Board may not specify under clause 138 a date earlier than the date specified in the *out of hours opt out notice*.
141. The Contractor may not withdraw an *out of hours opt out notice* once it has been approved by the Board under clause 138 without the Board’s agreement.
142. Following receipt of the *out of hours opt out notice*, the Board must use its reasonable endeavours to make arrangements for the Contractor’s *registered patients* to receive *out of hours services* from an alternative provider from OOH day.
143. The Contractor’s duty to provide *out of hours services* shall terminate on OOH day unless the Board-

- 143.1. serves a notice under clause 144 (extending OOH day to OOHB day or OOHC day); or
 - 143.2. makes an application under clause 147 (seeking approval of the *Department* to a decision to refuse an opt out or to delay the taking effect of an opt out until after OOH day).
144. If the Board is not successful in finding an alternative provider to take on the provision of the *out of hours services* from OOH Day, then it shall notify the Contractor in writing of this fact no later than one month before OOH Day, and-
- 144.1. in a case where OOH day is three months after service of the opt out notice, the Contractor shall continue to provide the *out of hours services* until OOHB day unless at least one month before OOHB day he receives a notice in writing from the Board under clause 146 that despite using its reasonable endeavours, it has failed to find an alternative provider to take on the provision of the *out of hours services* from OOHB day;
 - 144.2. in a case where OOH day is after the day three months after the service of the opt out notice, the Contractor shall continue to provide the *out of hours services* until OOHC day (which shall be specified by the Board in accordance with clause 145 and included in its notice to the Contractor under this Clause) unless at least one month before OOHC day it receives a notice from the Board under clause 148 that it has made an application to the *Department* under clause 147 seeking its approval to a decision to refuse an opt out or to

delay the commencement of the opt out until after OOHC day.

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

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

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

147.1. refuse an opt out; or

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

147.2.1. OOHC day, or

147.2.2. OOH day where OOH day is 1 January 2005 and 1 January 2005 is nine months or more after the service of the *out of hours opt out notice*.

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

Informing patients of opt outs

151. Prior to any opt out taking effect, the Board and the Contractor shall discuss how to inform patients of the proposed opt out.
152. The Contractor shall, if requested by the Board, inform its *registered patients* of an opt out and the arrangements made for them to receive the *additional service* or *out of hours services* by-
- 152.1. placing a notice in the practice’s waiting room; or
 - 152.2. including the information in the *practice leaflet*.
153. In clauses 151 and 152 “opt out” means an out of hours opt out, a *permanent opt out* or a *temporary opt out*.

PART 11⁴³

ENHANCED SERVICES

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

155. []

156. []

157. []

158. []

159. []

160. []

⁴³ This Part is not required by *the Regulations* but if the parties agree that the Contractor is going to provide *enhanced services* under the GMS Contract, or any relevant Directions direct the Board to include particular *enhanced services* if the Contractor so requests, details of such services, together with any relevant specifications, should be incorporated in this Part.

PART 12⁴⁴

PATIENTS

Persons to whom services are to be provided⁴⁵

161. [Except where specifically stated otherwise in respect of particular services]⁴⁶ The Contractor shall provide services under the Contract to:

161.1. *registered patients,*

161.2. *temporary residents,*

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

161.4. any person for whom the Contractor is responsible under regulation 31 of *the Regulations*⁴⁷ [or Article 20 of the Transitional Order]⁴⁸;

⁴⁴ Except where specifically indicated in a footnote, this Part is required by *the Regulations*: see regulation 18, regulation 25 and Part 2 of Schedule 5.

⁴⁵ This provision is required by regulation 18(1)(c) of *the Regulations* which requires the Contract to specify to whom services under the contract are to be provided.

⁴⁶ The words in square brackets may be required where the Contractor is providing *additional services* not funded by the *global sum*, *enhanced services* or *out of hours services* only to specific categories of patients (and not all of the patients specified in clauses 161.1 to 161.4.

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

a) an individual medical practitioner who is, or was, on 31st March 2004 responsible for providing services during all or part of the out of hours period to the patients of a medical practitioner who meets the requirements set out in paragraph 2 below (“exempt contractor”);

161.5. RESERVED

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

Patient registration area

162. The area in respect of which persons resident in it will, subject to any other terms of the Contract relating to patient registration, be entitled to register with the Contractor, or seek acceptance by the Contractor as a *temporary resident*, is []⁴⁹.

-
- b) two or more individuals practising in partnership at least one of whom was, or will be, on 31st March 2004, a medical practitioner responsible for providing such services; or
 - c) a company in which one or more of the shareholders was, or will be, on 31st March 2004, a medical practitioner responsible for providing such services.

And the Contractor must continue to provide such services until it has opted out of the provision of *out of hours services* in accordance with Part 10 of the Contract, or the Board (or, if different, the Health and Social Services Board with which the exempt contractor holds its contract) has or have agreed in writing that the Contractor need no longer provide some or all of those services to some or all of those patients

2. The requirements are that-

- a) the medical practitioner was relieved of responsibility for providing services to his patients under paragraph 20(2) of Schedule 2 to the General Medical Services Regulations (Northern Ireland) 1997; and
- b) he-
 - iv. has entered or intends to enter into a contract which does not include *out of hours services* pursuant to paragraph 1(b) above,
 - v. is one of two or more individuals practising in partnership who have entered or intends to enter into a contract which does not include *out of hours services* pursuant to paragraph 1(b) above;
 - vi. is the owner of shares in a company which has entered or intends to enter into a contract which does not include *out of hours services* pursuant to paragraph 1(b) above.

⁴⁸ The words indicated in square brackets need only be included if, pursuant to article 20 of *the Transitional Order* and clause 87, the Contractor is required to provide *out of hours services* to the patients of a party to a *default contract* who is an exempt contractor as set out in that Article

⁴⁹ The *practice area* needs to be specified here – this is required by regulation 18(1)(d) of *the Regulations*.

List of patients

163. The Contractor's list of patients is [open/closed]⁵⁰.
164. [The Contractor's list of patients shall remain closed for the period of 12 months from the date on which the Contract comes into force unless the Contractor notifies the Board in writing of its intentions 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 12 month period, it shall not be entitled to close it again during that period except in accordance with clauses 230 to 240]⁵¹

⁵⁰ The Contract must specify whether, at the date the Contract comes into force, the Contractor's list of patients will be *open* or *closed*. Please delete as appropriate. This clause is required by regulation 18(1)(e) of *the Regulations*. However, pursuant to Article 31 of *the Transitional Order*, if a medical practitioner was on 31 March 2004, providing general medical services under Article 56 of the Order and, on or before 31 March 2004, he enters into a *general medical services contract*, whether as an individual medical practitioner or as one of two or more persons practising in partnership, or he is a legal and beneficial shareholder in a company which enters into a *general medical services contract* on or before 31 March 2004, the Contractor's list of patients must be open to applications in accordance with the provisions of the Contract on the date the Contract comes into force unless:-

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

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

⁵¹ This clause shall only be included if clause 163 states that the Contractor's list is *closed* because, pursuant to Article 32 of *the Transitional Order*, the Contractor is entitled to have a *closed* list at the date the Contract comes into force.

165. The period of time for which the Contractor's list of patients will be closed is [please specify a period of time, which may not exceed 12 months]. The current number of the Contractor's *registered patients* is [please specify]. The number of *registered patients* (lower than the current 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]⁵².

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

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

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

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

167.1. those patients who, on 31 March 2004, were recorded by the Agency pursuant to regulation 18 of the General Medical Services Regulations (Northern Ireland) 1997 as being on the list of-

⁵² This clause is only required if the Contract specifies in accordance with clause 163 that the Contractor's list of patients is *closed*: see regulation 18(4) of *the Regulations*. The parties are required to incorporate the information indicated in square brackets.

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

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

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

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

167.2 any patient who, on or before 31 march 2004, had been assigned to the Contractor, or any one of the persons[specified in clause 167.1.2 or 167.1.3 or, under regulation 4 of the health Services (Choice of Medical Practitioner) Regulations (Northern Ireland) 1998 but not yet included in the list of the Contractor referred to in clause 167]⁵³

⁵³ Clause 167 should be included if the Contract is entered into with a medical practitioner who, on 31 March 2004, is providing general medical services under Article 56 of *the Order* and on or before 31 March 2004 he enters into a *general medical services contract* whether as an individual practitioner or as one of two or more individuals practising in partnership, or he is a legal and beneficiary shareholder in a company which enters into a *general medical services*

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

168.1. all the patients who, on the date immediately before the coming into force of the *general medical services contract* were on the Contractor's list of patients for the purposes of a *default contract* with the Board, unless the patient lives outside the *practice area* and that patient was included on the Contractor's list other than by virtue of an assignment under regulation 4 of the health Services (Choice of Medical Practitioner) Regulations (Northern Ireland) 1998 or under the *default contract*; and

168.2. any patient who had been assigned to the Contractor when he was a party to that *default contract* in accordance with the terms of that contract but not yet included in the list referred to in clause 168.1]⁵⁴

168.

169. [The Board shall also include in the Contractor's list of patients all of the patients who, on the date on which the temporary arrangements under regulation 24 (2) or (6) of the General Medical Services Regulations (Northern Ireland) 1997 came to an end, were-

169.1. temporarily re-assigned to other medical practitioners under paragraph 16 of regulation 24; or

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

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contract on or before 31 march 2004; see Article 27 of the *Transitional Order* which contains the requirement. If this clause is not applicable to the Contractor, it should be deleted.

⁵⁴ This clause should only be included if the Contract with the Board is being entered into with a Contractor who was a party to a *default contract* with the Board immediately before the coming into force of the Contract: see Article 28 of the *Transitional Order*. If the clause does not apply, it should be deleted.

169.

unless the patient lives outside the *practice area* and that patient became registered with either the medical practitioner for whom the temporary arrangements are in place or the medical practitioner or practitioners providing the temporary arrangements otherwise than as a result of an assignment under regulation 4 of the Health Services (Choice of Medical Practitioner) Regulations (Northern Ireland) 1998]⁵⁵

170. [The Board shall also include in the Contractor's list of patients, all of the patients who were, on the date on which contractual arrangements under Article 15 of the *Transitional Order* in respect of the Contractor's patients came to an end, on the list or lists of patients prepared and maintained by the Board for the purposes of those contractual arrangements, unless the patient lives outside the *practice area* and that patient's inclusion in the list of patients did not result from an assignment under regulation 4 of the Health Services (Choice of Medical Practitioner) Regulations (Northern Ireland) 1998 or under the contractual arrangements under Article 15]⁵⁶

Application for inclusion in a list of patients

⁵⁵ This clause is required by Article 29(1) of the *Transitional Order* if the contractor is an individual medical practitioner for whom, immediately before the Contract commences, the Board had in place temporary arrangements under regulation 24(2) and (6) of the General Medical Services Regulations (Northern Ireland) 1997: if the Contractor is not such a person, this clause should be deleted.

⁵⁶ Clause 170 is required by Article 29(2) of the *Transitional Order* if the Contractor is an individual medical practitioner for whom, immediately before the Contract commences, the Board had in place contractual arrangements under Article 15 of the *Transitional Order*. If the Contractor is not such a person, this clause should be deleted.

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

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

173. Subject to clause 174, an application for inclusion in the Contractor's list of patients shall be made by delivering to the *practice premises* a *medical card* or an application signed (in either case) by the applicant or person authorised by the applicant to sign on his behalf.

174. An application may be made-

174.1. on behalf of any *child*-

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

174.1.2. by a person duly authorised by a Health and Social Services Trust to whose care the *child* has been committed under the provisions of the Children (Northern Ireland) Order 1995, or

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

- 174.2. on behalf of any adult who is incapable of making such an application or authorising such an application to be made on their behalf, by a relative or *primary carer* of that person.
175. Where the Contractor accepts an application for inclusion in its list of patients, the Contractor shall notify the Board in the agreed form as soon as possible.
176. On receipt of a notice under clause 175, the Board shall include that person in the Contractor's list of patients from the date on which the notice is received, and shall notify the applicant (or, in the case of a *child* or incapable adult, the person making the application on their behalf) in writing of the acceptance.

Temporary residents

177. The Contractor may if its list of patients is *open* accept a person as a *temporary resident* provided it is satisfied that the person is-
- 177.1. temporarily resident away from his normal place of residence and is not being provided with *essential services* under any other arrangement in the locality where he is temporarily residing; or
- 177.2. moving from place to place and not for the time being resident in any place.
178. For the purposes of clause 177, a person shall be regarded as temporarily resident in a place if, when he arrives in that place, he intends to stay there for more than 24 hours but not more than three months.

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

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

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

181. The Contractor shall only refuse an application made under clause 171 to 180 if it has reasonable grounds for doing so which do not relate to the applicant's race, gender, social class, marital status, age, religion, political opinion, sexual orientation, appearance, disability, medical condition or whether or not the applicant has dependants.

182. The reasonable grounds referred to in clause 181 shall, in the case of applications made under clauses 171 to 176 include the ground that the applicant does not live in the Contractor's *practice area*.

183. If the Contractor refuses an application made under clauses 171 to 180, it shall, within 14 days of its decision, notify the applicant (or, in the case of a child or incapable adult, the person making the application on their behalf) in writing of the refusal and the reason for it.

184. The Contractor shall keep a written record of refusals of applications made under clauses 171 to 176 and of the reasons for them and shall make this record available to the Board on request.

Patient preference of practitioner

185. Where the Contractor has accepted an application for inclusion in its list of patients, it shall-

185.1. notify the patient (or, in the case of a *child* or incapable adult, the person making the application on their behalf) of the patient's right to express a preference to receive services from a particular performer or class of performer either generally or in relation to any particular condition; and

185.2. record in writing any such preference expressed by or on behalf of the patient.

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

Removals from the list at the request of the patient

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

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

189. A removal under clause 188 shall take effect-

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

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

whichever is the sooner.

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

190.1. the patient; and

190.2. the Contractor

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

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

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

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

Removals from the list at the request of the Contractor

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

192.1. notify the Board in the agreed form that it wishes to have the patient removed; and

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

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

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

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

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

- 195.2. the Contractor has reasonable grounds for believing that the issue of such a warning would be harmful to the physical or mental health of the patient or would put at risk the safety of one or more of the persons specified in clause 196; or
 - 195.3. it is, in the opinion of the Contractor, not otherwise reasonable or practical for a warning to be given.
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196. The persons referred to in clause 195 are:-
- 196.1. if the Contractor is an individual medical practitioner, the Contractor;
 - 196.2. if the Contractor is a partnership, a partner in the partnership;
 - 196.3. if the Contractor is a company, a legal and beneficial owner of shares in that company;
 - 196.4. a member of the Contractor's staff;
 - 196.5. a person engaged by the Contractor to perform or assist in the performance of services under the Contract; or
 - 196.6. any other person present of the *practice premises* or in the place where services are being provided to the patient under the Contract.
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197. The Contractor shall record in writing the date of any warning given in accordance with clause 194 and the reasons for giving such a warning as explained to the patient, or the reason why no such warning was given.

198. The Contractor shall keep a written record of removals under clause 192 which shall include the reason for removal given to the patient, the circumstances of the removal and, in cases where clause 193 applies, the grounds for a more specific reason not being appropriate, and the Contractor shall make this record available to the Board on request.

199. A removal requested in accordance with clause 192 shall, subject to clause 200, take effect from the date on which the person is registered with another provider of *essential services*, or the eighth day after the Board receives the notice, whichever is the sooner.

200. Where, on the date on which the removal would take effect under clause 199, the Contractor is treating the patient at intervals of less than seven days, the Contractor shall inform the Board in writing of that fact and the removal shall take effect on the eighth day after the Board receives notification from the Contractor that the person no longer needs such treatment, or on the date on which the person is registered with another provider of *essential services*, whichever is the sooner.

201. The Board shall notify in writing-

201.1. the patient; and

201.2. the Contractor

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

Removal from the list of patients who are violent

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

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

202.2. it has reported the incident to the police,

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

203. The persons referred to in clause 202 are-

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

203.2. if the Contract is with a partnership, a partner in that partnership;

203.3. if the Contract is with a company, a legal and beneficial owner of shares in that company;

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

would put at risk the safety of one or more of the persons specified in clause 203.

208. Where the Board has removed a patient from the Contractor's list of patients in accordance with clause 206 it shall give written notice of the removal to that patient.

209. Where a patient is removed from the Contractor's list of patients in accordance with clauses 202 to 208, the Contractor shall record in the patient's medical records that the patient has been removed under this paragraph and the circumstances leading to his removal.

Removals from the list of patients registered elsewhere

210. The Board 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 Board or it has received notice from another Health and Social Services Board, Primary Care Trust, a *Health Board* or a Local Health Board that the patient has subsequently been registered with a provider of *essential services* (or their equivalent) outside the area of the Board.

211. A removal in accordance with clause 210 shall take effect on the date on which notification of acceptance by the new provider was received or with the consent of the Board, on such other date as has been agreed between the Contractor and the new provider.

212. The Board shall notify the Contractor in writing of persons removed from its list of patients under clause 210.

Removals from the list of patients who have moved

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

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

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

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

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

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

215.1. give to the Contractor notice in writing that it intends, at the end of the period of six months commencing with the date of

the notice, to remove the patient from the Contractor's list of patients; and

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

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

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

- 216.1. intends to be away from the United Kingdom for a period of at least three months;
- 216.2. is in Her Majesty's Forces;
- 216.3. is serving a prison sentence of more than two years or sentences totalling in the aggregate more than that period;
- 216.4. has been absent from the United Kingdom for a period of more than three months; or
- 216.5. has died.

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

- 217.1. in the cases referred to in clauses 216.1 to 216.3 from the date of the departure, enlistment or imprisonment or the date on

which the Board first receives notification of the departure, enlistment or imprisonment whichever is the later;

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

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

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

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

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

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

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

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

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

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

Removals from the list of pupils, etc., of a school

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

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

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

Termination of responsibility for patients not registered with the Contractor

225. Where the Contractor-

- 225.1. has received an application for the provision of medical services other than *essential services*-
 - 225.1.1. from a person who is not included in its list of patients,
 - 225.1.2. from a person whom it has not accepted as a *temporary resident*, or
 - 225.1.3. on behalf of a person mentioned in clause 225.1.1 or 225.1.2, from one of the persons specified in clause 174; and
- 225.2. has accepted that person as a patient for the provision of the service in question

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

226. The circumstances referred to in clause 225 are-

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

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

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

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

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

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

229. A termination under clause 226.2 shall take effect-

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

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

Closure of lists of patients

230. Where the Contractor wishes to close its list of patients, it shall notify the Board in the agreed form to that effect.

231. Within a period of 7 days beginning with the date of receipt of the notification referred to in clause 230, or, if that is not reasonably

practicable, as soon as is practicable thereafter, the Board shall enter into discussions with the Contractor concerning the support which the Board may give the Contractor, or other changes which the Board or the Contractor may make, which would enable the Contractor to keep its list of patients *open*. In these discussions, both parties shall use reasonable endeavours to achieve the aim of keeping the Contractor's list of patients *open*.

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

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

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

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

234.2. the Board 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 Board.

235. A closure notice shall be submitted in the form specified in Schedule 5 to this Contract, and shall include the following details which (in a case

falling within clause 234.1) have been agreed between the parties or (in a case falling within clause 234.2) are proposed by the Contractor-

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

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

235.3. the number of *registered patients* (lower than the current number of such patients, and expressed either in absolute terms or as a percentage of the number of such patients specified pursuant to clause 235.2) which, if that number were reached, would trigger the re-opening of the Contractor's list of patients;

235.4. the number of *registered patients* (expressed either in absolute terms or as a percentage of the number of such patients specified pursuant to clause 235.2) which, if that number were reached, would trigger the re-closure of the Contractor's list of patients; and

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

236. The Board shall forthwith acknowledge receipt of the closure notice in writing to the Contractor.

237. Before the Board reaches a decision as to whether to approve or reject the closure notice under clause 239, the Board and the Contractor may

enter into further discussions concerning the details of the closure notice as referred to in clause 235, with a view to reaching agreement: and, in particular, if the parties are unable to reach agreement regarding the period of time for which the Contractor's list of patients will be *closed*, that period shall be twelve months.

238. The Contractor may not withdraw a closure notice for a period of three months beginning with the date on which the Board has received the notice, unless the Board has agreed otherwise in writing.

239. Within a period of 14 days beginning with the date of receipt of the closure notice, the Board shall approve or reject the closure notice and shall notify the Contractor of its decision in writing as soon as possible.

240. Approval of the closure notice under clause 239 includes approval of the details specified in accordance with clause 235 (or, where those details are revised following discussions under clause 237, approval of those details as so revised).

Approval of closure notice by the Board

241. If the Board approves the closure notice in accordance with clause 239, the Contractor shall close its list of patients-

241.1. with effect from a date agreed between the Board and the Contractor; or

241.2. if no such agreement has been reached, with effect from the date on which the Contractor receives notification of the Board's decision to approve the closure notice.

242. Subject to clause 243, the Contractor's list of patients shall remain *closed* for the period specified in the closure notice in accordance with clause 235.1 (or, where the period of 12 months specified in clause 237, applies, for that period).
243. The Contractor's list of patients shall re-open before the expiry of the period referred to in clause 242 if-
- 243.1. the number of the Contractor's *registered patients* falls to the number specified in the closure notice in accordance with clause 235.2; or
- 243.2. the Board and the Contractor agree that the list of patients should re-open.
244. If the Contractor's list of patients has re-opened pursuant to clause 243.1, it shall nevertheless close again if, during the period specified in the closure notice in accordance with clause 235.1 (or, where the period of 12 months specified in clause 237 applies, during that period) the number of the Contractor's *registered patients* rises to the number specified in the closure notice in accordance with clause 235.4
245. Except in cases where the Contractor's list of patients is already open pursuant to clause 243, the Board shall notify the Contractor in writing between 7 and 14 days before the expiry of the period of closure specified in clause 242, , confirming the date on which the Contractor's list of patients will re-open.
246. Where the details specified in the closure notice in accordance with clause 235 have been revised following discussions under clause 237, references in this paragraph to details specified in the closure notice are references to those details as so revised.

Rejection of closure notice by the Board

247. Clauses 248 to 252 apply where the Board rejects the closure notice in accordance with clause 239.

248. The Contractor or the Board shall not refer the matter for determination in accordance with the *dispute resolution procedure* (or, where applicable, commence court proceedings) until the *assessment panel* has given its determination in accordance with clauses 249 to 253 and paragraph 31(6) and (7) of Schedule 5 to *the Regulations*.

249. The Board must ensure that the *assessment panel* is appointed as soon as is practicable to consider and determine whether the Contractor should be permitted to close its list of patients, and if so, the terms on which it should be permitted to do so.

250. The Board shall provide the *assessment panel* with such information as the *assessment panel* may reasonably require to enable it to reach a determination and shall include in such information any written observations received from the Contractor.

251. The members of the *assessment panel* shall be-

251.1. the Chief Executive of a Health and Social Services Board of which the *assessment panel* is a committee or sub-committee;

251.2. a person representative *patients* in an area other than that of the Board; and

- 251.3. a person representative of a *Local Medical Committee* which does not represent practitioners in the area of the Board.
252. Where the *assessment panel* determines pursuant to paragraph 31(7)(a) of Schedule 5 to *the Regulations* that the Contractor's list of patients may close-
- 252.1. that list shall close on the date specified by the *assessment panel* pursuant to paragraph 31(8)(a) of Schedule 5 to *the Regulations*; and
- 252.2. that list shall re-open in accordance with the details specified by the *assessment panel* pursuant to paragraph 31(8)(b) of Schedule 5 to *the Regulations*.
253. Where the *assessment panel* determines pursuant to paragraph 31(7)(b) of Schedule 5 to *the Regulations* that the Contractor's list of patients may not close-
- 253.1. that list shall remain *open*, and the Board and the Contractor shall enter into discussions with a view to ensuring that the Contractor receives support from the Board which will enable it to continue to provide services safely and effectively;
- 253.2. the Contractor may not submit a further closure notice as described in clause 235 until-
- 253.2.1. the expiry of a period of three months beginning with the date of the *assessment panel's* determination; or

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

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

Assignment of patients to lists: open lists

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

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

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

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

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

Assignment of patients to lists: closed lists

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

257. The Board may, subject to clause 258, assign a new patient to the Contractor when it has *closed* its list of patients if the Contractor's *practice premises* are within the Board area, and-
- 257.1. most or all of the providers of *essential services* (or their equivalent) whose *practice premises* are within the Board's area have *closed* their lists of patients;
 - 257.2. the *assessment panel* has determined under paragraph 35(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 Department* under paragraph 36(13) of Schedule 5 to *the Regulations* or (where applicable) by a court; and
 - 257.3. the Board has entered into discussions with the Contractor in question regarding the assignment of a patient if such discussions are required under clause 265.

Factors relevant to assignments

258. In making an assignment to the Contractor under clauses 254 to 257, the Board shall have regard to-
- 258.1. the wishes and circumstances of the patient to be assigned;
 - 258.2. the distance between the patient's place of residence and the Contractor's *practice premises*;
 - 258.3. whether, during the six months ending on the date on which the application for assignment is received by the Board, the

patient's name has been removed from the list of patients of any contractor in the area of the Board under clauses 192 to 201 or the equivalent provision in relation to an *Article 15B provider* in the area of the Board;

258.4. whether the patient's name has been removed from the list of patients of any contractor in the area of the Board under clauses 202 to 209 or the equivalent provision in relation to an *Article 15B provider* in the area of the Board and, if so, whether the Contractor has appropriate facilities to deal with such a patient;

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

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

259. Clause 260 to 262 apply where most or all of the providers of *essential services* (or their equivalent) whose *practice premises* are within the area of the Board have *closed* their lists of patients and the Board proposes to assign patients to contractors who have *closed* their lists (including the Contractor).

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

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

262. The Board shall notify in writing-

262.1. RESERVED;

262.2. contractors or *Article 15B providers* whose *practice premises* are within the Board's area which-

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

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

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

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

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

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

264. Where, pursuant to clause 263, the Contractor wishes to refer the matter to *the Department* 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 Department* a written request for dispute resolution which shall include or be accompanied by-

- 264.1. the names and addresses of the parties to the dispute;
- 264.2. a copy of the Contract (or contracts); and
- 264.3. a brief statement describing the nature and circumstances of the dispute.

265. Where a matter is referred to *the Department* in accordance with paragraph 36 of Schedule 5 to *the Regulations*, it shall be reviewed in accordance with the procedure specified in that paragraph.

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

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

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

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

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

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

PART 13

PRESCRIBING AND DISPENSING⁵⁷

269. The Contractor shall comply with any directions given by *the Department* for the purposes of Article 57D of *the Order* 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 Contract⁵⁸.

Prescribing

270. The Contractor shall ensure that any *prescription form* for drugs, medicines or appliances issued by a *prescriber* complies as appropriate with the requirements in clauses 271 to 277 and clauses **Error! Reference source not found.** to 302.

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

272. RESERVED

273. In issuing any *prescription form* the *prescriber* shall sign the *prescription form* in ink with his initials and surname, 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*, and,-

⁵⁷ This Part is required by *the Regulations* (see Part 3 of Schedule 5 and where indicated in the footnotes by *the Order*).

⁵⁸ This clause is required by Article 57D(1) of *the Order*.

- 273.1. the *prescription form* shall not refer to any previous *prescription form*; and
- 273.2. a separate *prescription form* shall be used for each patient.
274. Where a *prescriber* orders the drug buprenorphine or a drug specified in Schedule 2 to the Misuse of Drugs Regulations (Northern Ireland) 2002 (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-
- 274.1. use only the *prescription form* provided specially for the purposes of supply by instalments;
- 274.2. specify the number of instalments to be dispensed and the interval between each instalment; and
- 274.3. order only such quantity of the drug as will provide treatment for a period not exceeding 14 days.
275. The *prescription form* provided specially for the purpose of supply by instalments shall not be used for any purpose other than ordering drugs in accordance with clause 274.
276. In a case of urgency a *prescriber* may request a *chemist* to dispense a drug before a *prescription form* is issued, but only if:
- 276.1. that drug or medicine is not a *Scheduled drug*;

- 276.2. that drug is not a controlled drug within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being specified in Schedules 4 or 5 to the Misuse of Drugs Regulations (Northern Ireland) 2002; and
- 276.3. he undertakes to furnish the *chemist*, within 72 hours, with a *prescription form completed* in accordance with clause 273.
277. In a case of urgency a *prescriber* may request a *chemist* to dispense an appliance before a *prescription form* is issued, but only if-
- 277.1. that appliance does not contain a *Scheduled drug* or a controlled drug within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being specified in Schedule 5 to the Misuse of Drugs Regulations (Northern Ireland) 2002;
- 277.2. in the case of a *restricted availability appliance*, the patient is a person, or it is for a purpose, specified in the *Drug Tariff*; and
- 277.3. he undertakes to furnish the *chemist*, within 72 hours, with a *prescription form completed* in accordance with clause 273.

Repeatable prescribing services

Clauses 278 to 289 - RESERVED

Restrictions on prescribing by medical practitioners

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

form a drug, medicine or other substance specified in any directions given by the Department under Article 57D of the Order as being drugs, medicines or other substances which may not be ordered for patients in the provision of medical services under the Contract but may, subject to clause 483, prescribe such a drug, medicine or other substance for that patient in the course of that treatment under a private arrangement.

291. In the course of treating a patient to whom he is providing treatment under the Contract, a medical practitioner shall not order on a *prescription form* a drug, medicine or other substance specified in any directions given by the Department under Article 57 of the Order as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless-

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

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

291.3. the practitioner endorses the form with the reference "SL2",

but may, subject to clause 483, prescribe such a drug, medicine or other substance for that patient in the course of that treatment under a private arrangement.

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

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

292.2. the practitioner endorses the face of the form with the reference “SL2”,

but may, subject to clause 483, prescribe such an appliance for that patient in the course of that treatment under a private arrangement.

293. RESERVED.

Restrictions on prescribing by *supplementary prescribers*

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

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

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

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

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

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

295.1. the person satisfies the applicable conditions set out in Article 3B(3) of *the POM Order* (prescribing and administration by *supplementary prescribers*), unless those

conditions do not apply by virtue of any of the exemptions set out in the subsequent provisions of that Order;

295.2. the medicine is not a controlled drug within the meaning of the Misuse of Drugs Act 1971;

295.3. the drug, medicine or other substance is not specified in any directions given by *the Department* under Article 57D of *the Order* as being a drug, medicine or other substance which may not be ordered for patients in the provision of medical services under the Contract;

295.4. the drug, medicine or other substance is not specified in any directions given by *the Department* under Article 57D of *the Order* as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless -

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

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

295.4.3. if the *supplementary prescriber* is giving a prescription, he endorses the face of the form with the reference “SL2”.

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

296.1.1. an appliance; or

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

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

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

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

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

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

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

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

297.1.5. any restrictions or limitations as to the strength or dose of any medicine which may be prescribed or administered under the

plan, and any period of administration or use of any medicine or appliance which may be prescribed or administered under the plan,

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

297.1.7. the arrangements for notification of -

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

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

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

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

- 297.3. if it is a prescription for a medicine, the medicine is not a controlled drug within the meaning of the Misuse of Drugs Act 1971;
- 297.4. if it is a prescription for a drug, medicine or other substance, that drug, medicine or other substance is not specified in any directions given by *the Department* under Article 57D of *the Order* as being a drug, medicine or other substance which may not be ordered for patients in the provision of medical services under the Contract;
- 297.5. if it is a prescription for a drug, medicine or other substance, that drug, medicine or other substance is not specified in any directions given by *the Department* under Article 57D of *the Order* as being a drug, medicine or other substance which can only be ordered for specified patients and specified purposes unless -
- 297.5.1. the patient is a person of the specified description,
- 297.5.2. the medicine is prescribed for that patient only for the specified purposes, and
- 297.5.3. when giving the prescription, he endorses the face of the form with the reference “**SL2**”;
- 297.6. if it is a prescription for a medicine -

- 297.6.1. the medicine is the subject of a product licence, a marketing authorisation or a homeopathic certificate of registration granted by the licensing authority or the European Commission, or
- 297.6.2. subject to clause 299, the use of the medicine is for the purposes of a clinical trial, and either that trial is the subject of a clinical trial certificate issued in accordance with the Medicines Act 1968, or a clinical trial certificate is not needed in respect of that trial by virtue of any exemption conferred by or under that Act,,
- 297.7. if it is a prescription for an appliance, the appliance is listed in Part IX of the *Drug Tariff*; and
- 297.8. if it is a prescription for a *restricted availability appliance* -
- 297.8.1. the patient is a person of a description mentioned in the entry in Part IX of the *Drug Tariff* in respect of that appliance,
- 297.8.2. the appliance is prescribed only for the purposes specified in respect of that person in that entry, and
- 297.8.3. when giving the prescription, he endorses the face of the form with the reference “**SL2**”.
298. In clause 297.1, “clinical management plan” means a written plan (which may be amended from time to time) relating to the treatment of an individual patient agreed by –

- 298.1. the patient to whom the plan relates;
- 298.2. the medical practitioner or dentist who is a party to the plan;
and
- 298.3. any *supplementary prescriber* who is to prescribe, give directions for administration or administer under the plan.

299. In relation to any time from the coming into force of any regulations made by the Secretary of State under section 2(2) of the European Communities Act 1972 to implement Directive 2001/83/EC on the Community code relating to medicinal products for human use, clause 297.6.2 shall be read as if it referred to a clinical trial which has been authorised, or is treated as having been authorised by the *licensing authority* for the purposes of those Regulations.

Bulk prescribing

299.

Clauses 300 to 303 - RESERVED

Excessive prescribing

304. The Contractor shall not prescribe drugs, medicines or appliances whose cost or quantity, in relation to any patient, is, by reason of the character of the drug, medicine or appliance in question, in excess of that which was reasonably necessary for the proper treatment of that *patient*. In considering whether the Contractor has breached its obligations under this clause, the Board shall seek the views of the *Local Medical Committee* (if any) for its area.

Provision of dispensing services

305. Without prejudice to any separate right one or more medical practitioners may have under regulation 12 of the *Pharmaceutical Regulations*, the Contractor may provide *dispensing services* to its *registered patients* under the Contract only if it is required to do so by the Board in accordance with clauses 306 to 315 and clauses 322 to 326.
306. The Board may require the Contractor to provide *dispensing services* to a *registered patient* only if that *patient* satisfies one of the conditions in clause 307.
- 306.1. .
307. The conditions referred to in clause 306 are that the patient satisfies the Board that he would have serious difficulty in obtaining any necessary drugs, medicines or appliances from a chemist by reason of distance, inadequacy of means of communication or other exceptional circumstances.
- 307.1.
- 308 to 310 RESERVED—
- 308.
311. The Board shall not, under clause 306, require the Contractor to secure the provision of *dispensing services* to a patient if the Contractor satisfies the Board that it does not normally provide *dispensing services* under the Contract.

311.1.

311.2.

312. The Board shall give the Contractor reasonable notice –

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

312.2. that the Contractor shall discontinue the provision of *dispensing services* to that patient.

313. RESERVED

313.1.1.

314. Where the Contractor is required clauses 305 and 306 to provide *dispensing services* to some or all of its *registered patients*, it may provide any necessary *dispensing services* to a person whom the Contractor has accepted as a *temporary resident*.

315. In clause 307, “chemist” has the same meaning as in the *Pharmaceutical Regulations*.

Consent to dispense

316. RESERVED

317. RESERVED

318. RESERVED

319. RESERVED

320. RESERVED

321. RESERVED

Contractors who previously provided *dispensing services* under a *pilot scheme* or Article 15B arrangements.

Clauses 322 to 326 - RESERVED

Terms relating to the provision of *dispensing services*

327. Where the Contractor has been required to provide *dispensing services* under clauses 305 or 306, it shall ensure that *dispensing services* are provided in accordance with clauses 328 to 336.

328. .

328. Subject to clauses 329 and 330, the Contractor providing *dispensing services* shall –

328.1. record an order for the provision of any drugs, medicines or appliances which are needed for the treatment of the patient on a *prescription form* completed in accordance with clause 273;

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

- 328.3. provide for the patient a drug or medicine specified in any directions given by *the Department* under Article 57D of *the Order* as being a drug or medicine which can only be ordered for specified patients and specified purposes only if –
- 328.3.1. that patient is a person of the specified description, and
- 328.3.2. the drug or medicine is supplied for that patient only for the specified purpose; and
- 328.4. provide for the *patient* a *restricted availability appliance* only if the patient is a person, or it is for a purpose, specified in the *Drug Tariff*.
329. Clause 328 does not apply to drugs, medicines or appliances ordered on a *prescription form* by an *independent nurse prescriber*.
330. Where a patient presents an order on a *prescription form* for drugs, medicines or appliances signed by an *independent nurse prescriber*, or an order for a *restricted availability appliance* signed by and endorsed on its face with the reference “SL2” by an *independent nurse prescriber*, to a Contractor who may provide *dispensing services*, the Contractor may provide to the patient such of the drugs, medicines or appliances so ordered as it supplies in the normal course of its practice.
331. Drugs, medicines or appliances provided under clause 330 shall be provided in a suitable container.
332. 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 Department* under Article 57D of *the Order* as being drugs or medicines

which may not be ordered for patients in the provision of medical services under the Contract, except that, where it has ordered a drug or medicine which has an appropriate non-proprietary name either by the name or by its formula, it may provide a drug or medicine which has the same specification notwithstanding that it is a drug or medicine specified in such directions (but, in the case of a drug or medicine which combines more than one drug, only if the combination has an appropriate non-proprietary name).

333. Subject to clause 335, nothing in clauses 327 to 332, 334 and 336 shall prevent a Contractor providing a *Scheduled drug* or a *restricted availability appliance* in the course of treating a patient under a private arrangement.

334. If the Contractor is providing *dispensing services* shall it comply with paragraph 14AB of Schedule 2 to the *Pharmaceutical Regulations*, modified as follows –

334.1. for “paragraph 131(a)”, substitute “sub-paragraph (3)(a)”;

334.2. for “paragraph 11A(2)”, substitute “sub-paragraph (5)”;

334.3. for “a doctor who is required by the Board under regulation 12 to provide drugs and appliances to a patient”, substitute “a Contractor providing dispensing services to a patient”;
and

334.4. for “doctor”, substitute “medical practitioner”.

335. 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.

336. 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*, rather than providing it itself.

Dispensing contractor list

337. If the Contractor is required by the Board under clauses 305 or 306 to provide *dispensing services* to its patients and is actually doing so, the Board shall include-

337.1. the Contractor's name; and

337.2. the address of the *practice premises* from which it is required to dispense

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

338. The Board shall remove the name of the Contractor from the list referred to in clause 337 where the Contractor ceases to provide *dispensing services* to its patients.

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

339. The Contractor –

339.1. 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

339.2. may provide to a patient any drug, medicine or appliance, not being a *Scheduled drug*, which it 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 14⁵⁹

PERSONS WHO PERFORM SERVICES

Qualifications of performers

340. Subject to clause 341, no medical practitioner shall perform medical services under the Contract for which a Board is responsible unless he is-

340.1. included in the *primary medical services performers list* maintained by the Board in whose area the services are to be performed;

340.2. not suspended from that list or from the *Medical Register*; and

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

341. Clause 340.1 shall not apply in the case of –

341.1. a medical practitioner employed by a *Health and Social Services Trust*, an NHS trust, an NHS foundation trust or (in Scotland) a *Health Board*, who is providing services other than primary medical services at the *practice premises*;

341.2. a person who is provisionally registered under section 15, 15A or 21 of the Medical Act 1983 acting in the course of his employment in a resident medical capacity in an approved medical practice; or

⁵⁹ Except where footnotes indicate otherwise, this Part is required by *the Regulations* (see Part 4 of Schedule 5)

- 341.3. a *GP Registrar* during the first two months of his training period.
342. No *health care professional* other than one to whom clauses 340 and 341 apply shall perform clinical services under the Contract unless he is registered with his relevant professional body and his registration is not currently suspended.
343. Where the registration of a *health care professional* or, in the case of a medical practitioner, his inclusion in a *primary medical services performers list* is subject to conditions, the Contractor shall ensure compliance with those conditions insofar as they are relevant to the Contract.
344. No *health care professional* shall perform any clinical services unless he has such clinical experience and training as are necessary to enable him properly to perform such services.

Conditions for employment and engagement

345. Subject to clauses 346 and 347, the Contractor shall not employ or engage a medical practitioner (other than one falling within clause 341.2) unless-
- 345.1. that practitioner has provided it with the name and address of the Health and Social Services Board in whose area the service or services are to be performed and on whose *primary medical services performers list* he appears; and
- 345.2. the Contractor has checked that he meets the requirements in clause 340.
346. Where the employment or engagement of a medical practitioner is urgently needed and it is not possible to verify the matters referred to in

clause 340 in accordance with clause 345.1 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.

347. Where the prospective employee is a *GP Registrar*, the requirements set out in clause 345 shall apply with the modifications that-

347.1. the name and address provided under 345.1 may be the name and address of the Health and Social Services Board in whose area the service or services are to be performed and on whose list he has applied for inclusion; and

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

348. The Contractor shall not employ or engage-

348.1. a *health care professional* other than one to whom clauses 340 and 341 apply unless the Contractor has checked that he meets the requirements in clause 342; or

348.2. a *health care professional* to perform clinical services unless he has taken reasonable steps to satisfy himself that he meets all the requirements in clause 344.

349. 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 342 in accordance with clause 348 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.

350. When considering a *health care professional's* experience and training pursuant to clause 348.2, 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.

351. The Contractor shall not employ or engage a *health care professional* to perform medical services under the Contract unless-

351.1. 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

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

352. 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 351.2 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.

353. 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.

354. 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.

355. When considering the competence and suitability of any person for the purpose of clause 354, the Contractor shall have regard, in particular, to-

355.1. that person's academic and vocational qualifications;

355.2. his education and training; and

355.3. his previous employment or work experience.

Training

356. The Contractor shall ensure that for any *health care professional* who is-

356.1. performing clinical services under the Contract; or

356.2. employed or engaged to assist in the performance of such services

there are in place arrangements for the purpose of maintaining and updating his skills and knowledge in relation to the services which he is performing or assisting in performing.

357. 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

358. 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 in the British Medical Association and the NHS Confederation as item 1.2 of the supplementary documents to the new GMS contract 2003⁶⁰.

Arrangements for GP Registrars

359. The Contractor shall only employ a *GP Registrar* for the purpose of being trained by a *GP Trainer* with the agreement of *the Department* and subject to the conditions in clause 360.

360. The conditions referred to in clause 359 are that the Contractor shall not, by reason only of having employed or engaged a *GP Registrar*, reduce the total number of hours for which other medical practitioners perform primary medical services under the contract or for which other staff assist them in the performance of those services.

⁶⁰ This document is published jointly by the General Practitioners Committee of the British Medical Association and the NHS Confederation. It is available on the Confederation's website at www.nhsconfed.org or a copy may be obtained by writing to the NHS Confederation, 1 Warwick Row, London SW1E 5ER.

361. Where the Contractor employs a *GP Registrar*, the Contractor shall-

361.1. offer him terms of employment in accordance with the rates and subject to the conditions contained in any guidance given by *the Department* concerning the grants, fees, travelling and other allowances payable to GP Registrars; and

361.2. take into account any guidance issued by *the Department* in relation to the GP Registrar scheme.

Independent nurse prescribers and supplementary prescribers

362. Where-

362.1. the Contractor employs or engages a person who is an *independent nurse prescriber* or a *supplementary prescriber* whose functions will include prescribing

362.2. a party to the contract is an *independent nurse prescriber* whose functions will include prescribing; or

362.3. the functions of a nurse who is an *independent nurse prescriber* a *supplementary prescriber* whom the Contractor already employs or has already engaged are extended to include prescribing,

it shall notify the Board in writing within the period of 7 days beginning with the date on which the Contractor employed or engaged the person, the party became a party to the Contract (unless, immediately before

becoming such a party, he fell under clause 362.1), or the person's functions were extended, as the case may be.

363. Where-

363.1. the Contractor ceases to employ or engage a person who is an *independent nurse prescriber* or a *supplementary prescriber* whose functions included prescribing in its practice; or

363.2. the party to the Contract who is an *independent nurse prescriber* whose functions include prescribing, ceases to be a party to the Contract;

363.3. the functions of a person who is an *independent nurse prescriber* or a *supplementary prescriber* whom the Contractor employs or engages in its practice are changed so that they no longer include prescribing in its practice; or

363.4. the Contractor becomes aware that a person who is an *independent nurse prescriber* or a *supplementary prescriber* whom it employs or engages has been removed or suspended from the *relevant register*,

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

364. The Contractor shall provide the following information when it notifies the Board in accordance with clause 362-

364.1. the person's full name;

364.2. his professional qualifications;

- 364.3. his identifying number which appears in the relevant register;
 - 364.4. 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;
 - 364.5. the date on which-
 - 364.5.1. he was employed or engaged, if applicable
 - 364.5.2. he became a party to the Contract, if applicable, or
 - 364.5.3. one of his functions became to prescribe in its *practice*.
365. The Contractor shall provide the following information when it notifies the Board in accordance with clause 363-
- 365.1. the person's full name;
 - 365.2. his professional qualifications;
 - 365.3. his identifying number which appears in the *relevant register*;
 - 365.4. the date-
 - 365.4.1. he ceased to be employed or engaged in its practice,
 - 365.4.2. he ceased to be a party to the Contract;
 - 365.4.3. his functions changed so as no longer to include prescribing, or

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

Signing of documents

366. In addition to any other requirements relating to such documents whether in this Contract or otherwise, the Contractor shall ensure that the documents specified in clause 367 include –

366.1. the clinical profession of that *health care professional* who signed the document; and

366.2. the name of the Contractor on whose behalf it is signed.

367. The documents referred to in clause 366 are-

367.1. certificates issued in accordance with clause 471 unless regulations relating to a particular certificate provide otherwise;

367.2. *prescription forms* and

367.3. any other clinical documents.

Appraisal and assessment

368. The Contractor shall ensure that any medical practitioner performing services under the Contract-

368.1. participates in the appraisal system provided by the Board, unless he participates in an appropriate appraisal system provided by another *health services body* or is an armed forces GP; and

368.2. co-operates with an assessment by or on behalf of the Board of services performed by that practitioner under the contract.

369. RESERVED

Sub-contracting of clinical matters

370. Subject to clause 371 the Contractor shall not sub-contract any of its rights or duties under the Contract in relation to clinical matters unless-

370.1. in all cases including those which fall within clauses 379 to 393 it has taken reasonable steps to satisfy itself that it is reasonable in all the circumstances and that person is qualified and competent to provide the service; and

370.2. except in cases which fall within clauses 379 to 393, it has notified the Board in writing of its intention to sub-contract as soon as reasonably practicable before the date on which the proposed sub-contract is intended to come into force.

371. Clause 370.2 shall not apply to a contract for services with a *health care professional* for the provision by that professional personally of clinical services.

372. The notification referred to in clause 370.2 shall include-

- 372.1. the name and address of the proposed sub-contractor;
- 372.2. the duration of the proposed sub-contract;
- 372.3. the services to be covered; and
- 372.4. the address of any premises to be used for the provision of services.

373. Following receipt of a notice in accordance with clause 370.2, the Board may request such further information relating to the proposed sub-contract as appears to it to be reasonable and the Contractor shall supply such information promptly.

374. The Contractor shall not proceed with the sub-contract or, if it has already taken effect, shall take steps to terminate it, where, within 28 days of the notice referred to in clause 370.2, the Board has served a notice of objection to the sub-contract on the grounds that-

- 374.1. the sub-contract would-
 - 374.1.1. put at serious risk the safety of the Contractor's *patients*,
or
 - 374.1.2. put the Board at risk of material financial loss; or
- 374.2. the sub-contractor would be unable to meet the Contractor's obligations under the contract.

375. Where the Board objects to a proposed sub-contract in accordance with clause 374, it shall include with the notice of objection a statement in writing of the reasons for its objection.
376. Clauses 370 and 372 to 375 shall also apply in relation to any renewal or material variation of a sub-contract in relation to clinical matters.
377. Where the Board does not object to a proposed sub-contract under clause 374, the parties to the Contract shall be deemed to have agreed to a variation of the contract which has the effect of adding to the list of *practice premises* any premises whose address was notified to it under clause 372.4 and clause 529 shall not apply.
378. A contract with a sub-contractor must prohibit the sub-contractor from sub-contracting the clinical services it has agreed with the Contractor to provide.

Sub-contracting out of hours services⁶¹

379. The Contractor shall not, otherwise than in accordance with the written approval of the Board, sub-contract all or part of its duty to provide *out of hours services* to any person other than those listed in clause 380 other than on a short-term occasional basis.
380. The persons referred to in clause 379 are-

- 380.1. a person who holds a or a *default contract* with a Health and Social Services Board which includes *out of hours services*;

⁶¹ Clauses 379 to 393 only need to be included in the Contract if the Contractor is providing *out of hours services* under the Contract. Articles 21 and 22 of the *Transitional Order* are also relevant to these clauses..

- 380.2. a person who is a party to contractual arrangements made under Article 15 of the *Transitional Order*;
 - 380.3. an *Article 15B provider* who is required to provide the equivalent of *essential services* to his patients during all or part of the *out of hours period*;
 - 380.4. a *health care professional*, not falling within clause 380.1 to 380.3, who is to provide the *out of hours services* personally under a contract for services; or
 - 380.5. a group of medical practitioners, whether in partnership or not, who provide *out of hours services* for each other under informal rota arrangements.
381. An application for approval under clause 379 shall be made by the Contractor in writing to the Board and shall state-
- 381.1. the name and address of the proposed sub-contractor;
 - 381.2. the address of any premises used for the provision of services;
 - 381.3. the duration of the proposed sub-contract;
 - 381.4. the services to be covered by the arrangement; and
 - 381.5. how it is proposed that the sub-contractor will meet the Contractor's obligations under the Contract in respect of the services covered by the arrangement.

382. Within 7 days of receipt of an application under clause 381, the Board may request such further information relating to the proposed arrangements as seem to it to be reasonable.

383. Within 28 days of receipt of an application which meets the requirements of clause 381 or the further information requested under clause 382 (whichever is the later), the Board shall-

383.1. approve the application;

383.2. approve the application with conditions; or

383.3. refuse the application.

384. The Board shall not refuse the application if it is satisfied that the proposed arrangement will, in respect of the services to be covered, enable the Contractor to meet satisfactorily its obligations under the Contract and will not-

384.1. put at serious risk the safety of the Contractor's patients; or

384.2. put the Board at risk of material financial loss.

385. The Board shall inform the Contractor by notice in writing of its decision on the application and, where it refuses an application, it shall include in the notice a statement of the reasons for its refusal.

386. Where the Board approves an application pursuant to clause 383 the parties to the Contract shall be deemed to have agreed a variation of the

contract which has the effect of adding to the list of *practice premises*, for the purposes of the provision of services in accordance with that application, any premises whose address was notified to it under clause 381.2 and clause 529 shall not apply.

387. Clauses 379 to 386 shall also apply in relation to any renewal or material variation of a sub-contract in relation to *out of hours services*.

388. A contract with a sub-contractor must prohibit the sub-contractor from sub-contracting the *out of hours services* it has agreed with the Contractor to provide.

389. Without prejudice to any other remedies which it may have under the Contract, where the Board has approved an application made under clause 381 it shall, subject to clauses 392 and 393, be entitled to serve notice on the Contractor withdrawing or varying that approval from a date specified in the notice if it is no longer satisfied that the proposed arrangement will enable the Contractor to meet satisfactorily its obligations under the Contract.

390. The date specified pursuant to clause 389 shall be such as appears reasonable in all the circumstances to the Board.

391. The notice referred to in clause 389 shall take effect on whichever is the later of-

391.1. the date specified in the notice; or

391.2. the date on which any dispute relating to the notice is finally determined.

392. Without prejudice to any other remedies which it may have under the Contract, where the Board has approved an application made under clause 379 it shall be entitled to serve notice on the Contractor withdrawing or varying that approval with immediate effect if-

392.1. it is no longer satisfied that the proposed arrangement will enable the Contractor to meet satisfactorily its obligations under the Contract; and

392.2. it is satisfied that immediate withdrawal or variation is necessary to protect the safety of the Contractor's patients.

393. An immediate withdrawal of approval under clause 392 shall take effect on the date on which the notice referred to in that clause is received by the Contractor.

Temporary arrangements for transfer of obligations and liabilities in relation to certain *out of hours services*

Clauses 394 – 425 RESERVED

PART 15

RECORDS, INFORMATION, NOTIFICATION AND RIGHTS OF ENTRY⁶²

Patient records

426. In this part, “computerised records” means records created by way of entries on a computer.

427. The Contractor shall keep adequate records of its attendance on and treatment of its patients and shall do so-

427.1. on forms supplied to it for the purpose by the Board; or

427.2. with the written consent of the Board, by way of computerised records,

or in a combination of those two ways.

428. The Contractor shall include in the records referred to in clause 427 clinical reports sent in accordance with clause 39 or from any other *health care professional* who has provided clinical services to a person on its list of patients.

429. The consent of the Board required by clause 427.2 shall not be withheld or, once given, withdrawn provided the Board is satisfied, and continues to be satisfied, that-

⁶² Except where it is expressly indicated in a footnote that a particular clause is only required in certain types of GMS Contract, this section is required by the Regulations: see Part 5 of Schedule 5

- 429.1. the computer system upon which the Contractor proposes to keep the records has been accredited by the *Department* or another person on its behalf in accordance with “General Medical Practice Computer Systems – Requirements for Accreditation – RFA99” version 1.0, 1.1 or 1.2 (DTS/Nurse Prescribing) (RFA 99 is published by the NHS Information Authority – copies are available on the NHS Authority’s website at www.nhsia.nhs.uk/sat/specification/pages, or may also be obtained by writing to the NHS Information Authority, Systems Accreditation and testing team, Aqueous 2, Aston Cross, Rocky Lane, Birmingham B6 5RQ);
- 429.2. the security measures, audit and system management functions incorporated into the computer system as accredited in accordance with clause 429.1 have been enabled; and
- 429.3. the Contractor is aware of, and has signed an undertaking that it will have regard to any guidelines issued by *the Department* and notified in writing to the Board, any document amending any of these guidelines concerning good practice in the keeping of electronic patient records.
430. Where a patient’s records are computerised records, the Contractor shall, as soon as possible following a request from the Board, allow the Board to access the information recorded on its computer system on which those records are held by means of the audit function referred to in clause 429.2 to the extent necessary for the Board to check that the audit function is enabled and functioning correctly.
431. The Contractor shall send the complete records relating to a patient to the Board-

431.1. 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 Board 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

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

[and the Contractor's obligations pursuant to this clause, and clause 432 below shall survive the termination or expiry of the Contract]⁶³.

432. To the extent that a patient's records are computerised records, the Contractor complies with clause 431 if it sends to the Board a copy of those records-

432.1. in written form; or

432.2. with the written consent of the Board in any other form.

433. The consent of the Board to the transmission of information other than in written form for the purposes of clause 432.2 shall not be withheld or withdrawn provided it is satisfied, and continues to be satisfied, with the following matters-

433.1. the Contractor's proposals as to how the record will be transmitted;

⁶³ The words in square brackets are not mandatory but they are recommended to ensure that an obligation to provide patient records to the Board continues to apply even where the Contract has ended.

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

433.3. how the Contractor will ensure that the record received by the Board is identical to that transmitted; and

433.4. how a written copy of the record can be produced by the Board.

434. Where the Contractor keeps 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 429.2.

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

435. The Contractor must provide access to its patient records on request to any appropriately qualified person with whom the Board has made arrangements for the Quality Information Preparation Scheme referred to in Part 7 of the *GMS Statement of Financial Entitlements*.

436. The Contractor shall not be obliged to grant access to a person referred to in clause 435 unless he produces, on request, written evidence that he is authorised by the Board to act on its behalf.

Confidentiality of personal data

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

Practice leaflet

438. The Contractor shall-

438.1. compile a *practice leaflet* which shall include the information specified in Schedule 3;

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

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

Provision of information

439. Subject to clause 440, the Contractor shall, at the request of the Board, produce to the Board or to a person authorised in writing by the Board or allow it, or a person authorised in writing by it, to access, on request-

439.1. any information which is reasonably required by the Board for the purposes of or in connection with the Contract; and

439.2. any other information reasonably required in connection with the Board's functions.

440. The Contractor shall not be required to comply with any request made in accordance with clause 439 unless it has been made by the Board in accordance with the directions relating to the provision of information by contractors given to it by the Department under Article 106 of the Order.

Requests for information from Patient's Forums

Clauses 441 – 445 RESERVED.

Inquiries about prescriptions and referrals

446. The Contractor shall, subject to clauses 447 and 448, sufficiently answer any inquiries whether oral or in writing from the Board concerning-

446.1. any *prescription form* issued by a *prescriber*;

446.2. the considerations by reference to which it or *prescribers* issue such forms;

446.3. the referral by or on behalf of the Contractor of any patient to any other services provided under *the Order*; or

446.4. the considerations by which the Contractor makes such referrals or provides for them to be made on its behalf.

447. An inquiry referred to in clause 446 may only be made for the purpose either of obtaining information to assist the Board to discharge its functions or of assisting the Contractor in the discharge of its obligations under the Contract.

448. The Contractor shall not be obliged to answer any inquiry referred to in clause 446 unless it is made-

448.1. in the case of clause 446.1 or 446.2 by an appropriately qualified *health care professional*; or

448.2. in the case of clause 446.3 or 446.4, by an appropriately qualified medical practitioner,

appointed in either case by the Board to assist it in the exercise of its functions under clause 446 and 447 who produces, on request, written evidence that that person is authorised by the Board to make such an inquiry on its behalf.

Reports to a *medical officer*

449. The Contractor shall, if it is satisfied that the patient consents-

449.1. supply in writing to a *medical officer* within such reasonable period as that officer, or an officer of the Department for Social Development 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

449.2. answer any inquiries by a *medical officer*, or by an officer of the Department for Social Development on his behalf and at his direction, about a *prescription form* or medical certificate issued by the Contractor or on its behalf or about any statement which the Contractor or a person acting on the Contractor's behalf has made in a report.

450. For the purpose of satisfying itself that the patient has consented as required by clause 449, 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 Social Development, that he holds the patient's written consent.

Annual return and review

451. The Contractor shall submit an annual return within the timescale required by the Board relating to the Contract to the Board which shall be in the same format for all persons who hold contracts with the Board.

452. Following receipt of the return referred to in clause 451, the Board shall arrange with the Contractor an annual review of its performance in relation to the Contract.

453. Either the Contractor or the Board may, if it wishes to do so, invite the *Local Medical Committee* for the area of the Board to participate in the annual review.

454. The Board shall prepare a draft record of the review referred to in clause 451 for comment by the Contractor and, having regard to such comments, shall produce a final written record of the review. A copy of the final record shall be sent to the Contractor.

Notifications to the Board

455. In addition to any requirements of notification elsewhere in the Contract, the Contractor shall notify the Board in writing, as soon as reasonably practicable, of-

455.1. any serious incident that, in the reasonable opinion of the Contractor, affects or is likely to affect the Contractor's performance of its obligations under the Contract;

455.2. any circumstances which give rise to the Board's right to terminate the contract under clauses 552 and 559;

455.3. any appointments system which it proposes to operate and the proposed discontinuance of any such system;

455.4. any change of which it is aware in the address of a registered patient; and

455.5. the death of any patient of which it is aware.

456. The Contractor shall, unless it is impracticable to do so, notify the Board in writing within 28 days of any occurrence requiring a change in the information about it published by the Board in accordance with regulations made under Article 56(3) of *the Order*

457. The Contractor shall notify the Board in writing of any person other than a *registered patient* or a person whom it has accepted as a *temporary resident* to whom it has provided the *essential services* described in clauses 47.3 or 50 within the period of 28 days beginning on the day that the services were provided.

Notice provision specific to a Contractor that is a company limited by shares⁶⁴

458. The Contractor shall give notice in writing to the Board forthwith when-

⁶⁴ Clauses 458 and 459 only need to be included in the Contract if the Contractor is a company limited by shares. If the Contractor is not a company limited by shares, these clauses can be deleted.

- 458.1. 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;
- 458.2. it passes a resolution or a court of competent jurisdiction makes an order that the Contractor be wound up;
- 458.3. circumstances arise which might entitle a creditor or a court to appoint a receiver, administrator or administrative receiver for the Contractor;
- 458.4. circumstances arise which would enable the court to make a winding up order in respect of the Contractor; or
- 458.5. the Contractor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.
459. A notice under clause 458.1 shall confirm that the new shareholder, or, as the case may be, the personal representative of a deceased shareholder-
- 459.1. is a medical practitioner, or that he satisfies the conditions specified in Article 57B(2)(b)(i) to (iv) of *the Order*; and
- 459.2. meets the further conditions imposed on shareholders by virtue of regulations 4 and 5 of the Regulations.

Notice provision specific to a Contractor that is a partnership⁶⁵

⁶⁵ Clauses 460 and 4661 only need to be included in the Contract if the Contractor is a partnership. If the Contractor is not a partnership, these clauses can be deleted.

460. The Contractor shall give notice in writing to the Board forthwith when-

460.1. a partner leaves or informs his partners that he intends to leave the partnership, and the date upon which he left or will leave the partnership; and

460.2. a new partner joins the partnership.

461. A notice under clause 460.2 shall-

461.1. state the date that the new partner joined the partnership;

461.2. confirm that the new partner is a medical practitioner, or that he satisfies the condition specified in Article 57B(2)(b)(i) to (iv) of *the Order*;

461.3. confirm that the new partner meets the conditions imposed by regulations 4 and 5; and

461.4. state whether the new partner is a general or limited partner.

Notification of deaths

462. The Contractor shall report in writing to the Board the death on his *practice premises* of any patient no later than the end of the first working day after the date on which the death occurred.

463. The report shall include-

463.1. the patient's full name;

- 463.2. the patient's Central Health Index number or Health and Care number where known;
 - 463.3. the date and place of death;
 - 463.4. a brief description of the circumstances, as known, surrounding the death;
 - 463.5. the name of any doctor or other person treating the patient whilst on the *practice premises*; and
 - 463.6. the name, where known, of any other person who was present at the time of the death.
464. The Contractor shall send a copy of the report referred to in clause 462 to any other Health and Social Services Board in whose area the deceased was resident at the time of his death.

Notifications to patients following a variation of the Contract

465. Where the Contract is varied in accordance with Part 25 of this Contract and, as a result of that variation-
- 465.1. there is to be a change in the range of services provided to the Contractor's patients; or
 - 465.2. patients who are on the Contractor's list of patients are to be removed from that list,

the Board 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 Board

466. Subject to the conditions in clause 467, the Contractor shall allow persons authorised in writing by the Board to enter and inspect the *practice premises* at any reasonable time.

467. The conditions referred to in clause 466 are that-

467.1. reasonable notice of the intended entry has been given;

467.2. written evidence of the authority of the person seeking entry is produced to the Contractor on request; and

467.3. entry is not made to any premises or part of the premises used as residential accommodation without the consent of the resident.

468. Either the Contractor or the Board may, if it wishes to do so, invite the *Local Medical Committee* for the area of the Board to be present at an inspection of the *practice premises* which takes place under clause 466.

469. RESERVED

470. RESERVED .

PART 16

CERTIFICATES⁶⁶

471. 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-

471.1. is being attended by a medical practitioner who is not-

471.1.1. employed or engaged by the Contractor;

471.1.2. if this Contract is with a partnership, one of the partners,
or

471.1.3. if this Contract is with a company limited by shares, one
of the persons legally or beneficially owning shares in the
company; or

471.2. is not being treated by or under the supervision of a *health care professional*.

472. The exception in clause 471.1 shall not apply where the certificate is issued pursuant to regulation 2(1)(b) of the Social Security (Medical Evidence) Regulations (Northern Ireland) 1976 (which provides for the

⁶⁶ This Part is required by *the Regulations* (see regulation 21 and Schedule 3)

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

<i>Description of medical certificate</i>	<i>Enactment under or for the purpose of which certificate required</i>
1. To support a claim or to obtain payment either personally or by proxy; to prove inability to work or incapacity for self-support for the purposes of an award by the Department; 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 (Northern Ireland) Act 1992 Social Security Contributions and Benefits (Northern Ireland) Act 1992
2. To establish pregnancy for the purpose of obtaining welfare foods	Article 13 of the Social Security (Northern Ireland) Order 1988 (schemes for distribution etc of welfare foods)
3. To secure registration of still-birth	Births and Deaths Registration (Northern Ireland) Order 1976
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.	Mental Health (Northern Ireland) Order 1986
5. To establish unfitness for jury service	Juries (Northern Ireland) Order 1996
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. Reserve Forces Act 1980 Reserve Forces Act 1996

- | | |
|--|--|
| 7. To enable a person to be registered as an absent voter on grounds of physical incapacity | Representation of the People Act 1985
Northern Ireland Assembly Elections Order 1982
The Local Elections (Northern Ireland) Order 1985 |
| 8. To support applications for certificates conferring exemption from charges in respect of drugs, medicines and appliances. | Health and Personal Social Services (Northern Ireland) Order 1972 |
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PART 17⁶⁷

PAYMENT UNDER THE CONTRACT

473. The Board shall make payments to the Contractor under the Contract promptly and in accordance with both the terms of the Contract (including, for the avoidance of doubt, any payment due pursuant to clause 474), and any other conditions relating to the payment contained in directions given by the *Department* under Article 57C of *the Order* subject to any right the Board may have to set off against any amount payable to the Contractor under the Contract any amount-

473.1. that is owed by the Contractor to the Board under the Contract;
or

473.2. that the Board may withhold from the Contractor in accordance with the terms of the Contract or any other applicable provisions contained in directions given by *the Department* under Article 57C of *the Order* (General medical services contracts: payments).

474. [Subject to clause 475]⁶⁸ The Board 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 Article 57C of *the Order*. Where, pursuant to directions made under Article 57C of *the Order*, the Board is required to make a payment to the Contractor under the Contract but subject to conditions, those conditions are to be a term of the Contract.

475. [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

⁶⁷ Part 16 is required by regulations 22 and 23 of *the Regulations* and Article 57C(2) of *the Order*.

⁶⁸ The words in square brackets only need to be included if clause 475 is to be included.

services where payments, or the amount of any such payments, are not specified in directions pursuant to clause 474, are set out in Schedule 7 to this Contract.]⁶⁹

[Payment provisions specific to a Contractor entering into the Contract following a *default contract* with the Board

476. As a condition of entering into the Contract, the Contractor has surrendered all rights to further payments under the *default contract* to which the Contractor and the Board were parties prior to entering into the Contract, and the Contractor acknowledges that any such rights were extinguished when the Contractor entered into the Contract.

477. For the purposes of payment under the Contract, the Contract shall be treated as if it commenced on 1 April 2004.

478. Any payment that has been made under the *default contract* to which the Contractor and the Board were parties prior to entering into the Contract, that could have been made if the Contractor had entered into the Contract on or before 31 March 2004-

478.1. as a payment on account under the Contract, shall be treated as a payment on Account Under the Contract (and for these purposes any payment of one twelfth of a final *global sum* equivalent under that

⁶⁹ Clause 475 needs to be included if, pursuant to the Contract (Parts 8,9 or 11), the Contractor is providing:-

- *additional services* that are not funded by the *global sum* or *out of hours services*; and/or
- enhanced services

and in either case, the payments to be made in respect of such services, and the conditions upon which payment is to be made, are not specified in Directions made under Article 57C of *the Order*.

It will also need to be included if there are any other payments to be made, where the detail of such payments is not specified in directions, for example payments in respect of premises.

default contract shall be treated as a payment on account in respect of a payable *global sum* monthly payment;

478.2. as a payment under the Contract, shall be treated as a payment under the Contract,

and accordingly any condition that attaches, or is to be attached, to such a payment when made under the Contract, by virtue of the *GMS Statement of Financial Entitlements* or any other relevant Directions given by *the Department*, is attached to that payment.

479. Any other payment that has been made under the *default contract* to which the Contractor and the Board were parties prior to entering into the Contract, shall be set off, equitably, against any payment for equivalent services provided under the Contract]⁷⁰

[Payment provisions specific to a Contractor entering into the Contract where the Board has previously made payments to the Contractor under Article 40(1) of the *Transitional Order*.

480. As a condition of entering into a Contract, the Contractor has surrendered all rights to further payments from the Board under Article 40(1) of the *Transitional Order*, and the Contractor acknowledges that any such rights were extinguished when the Contractor entered into the Contract.

481. For the purposes of payment under the Contract, the Contract shall be treated as if it commenced on 1 April 2004.

⁷⁰ Clauses 476 to 479 are required by Article 39 of the *Transitional Order* only where the Contractor has been a party to a *default contract* with the Board and the Contract takes effect immediately after the *default contract* ceases to have effect.

482. Any payment that has been made under Article 40(1) of the *Transitional Order* that could have been made-

482.1. as a payment on account under the Contract, shall be treated as a payment on account under the Contract (and for these purposes any payment of one twelfth of a final *global sum* equivalent under Article 40(1) shall be treated as a payment on account in respect of a payable *global sum* monthly payment;

482.2. as a payment under the Contract, shall be treated as a payment under the Contract,

and accordingly any condition that attaches, or is to be attached, to such a payment when made under the Contract, by virtue of the *GMS Statement of Financial Entitlements*, the *General Medical Services – Premises Costs (Northern Ireland) Directions 2004*, or any other relevant Directions given by *the Department*, is attached to that payment]⁷¹

⁷¹ Clauses 480 to 482 are required by Article 40(2) of *the Transitional Order* only where payments have been made to the Contractor by the Board pursuant to Article 40(1) of *the Transitional Order* prior to the Contract being entered into.

PART 18⁷²

FEES AND CHARGES

483. The Contractor shall not, either itself or through any other person, demand or accept, from any patient of it, a fee or other remuneration for –

483.1. for the provision of any treatment whether under the Contract or otherwise, or

483.2. for any prescription for any drug, medicine or appliance,

except in the circumstances set out in clause 484.

484. The Contractor may demand or accept a fee or other remuneration –

484.1. from any statutory body for services rendered for the purposes of that body's statutory functions;

484.2. from any body, employer or school for a routine medical examination of persons for whose welfare the body, employer or school is responsible, or an examination of such persons for the purpose of advising the body, employer or school of any administrative action they might take;

484.3. for treatment which is not primary medical services or otherwise required to be provided under the Contract and which is given-

484.3.1. pursuant to the provisions of Article 31 of *the Order*, or

⁷² This Part is required by *the Regulations* (see regulation 24 and Schedule 4).

484.3.2. in a registered nursing home which is not providing services under that *Order*,

if, in either case, the person administering the treatment is serving on the staff of a hospital providing services under *the Order* 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 Board, on a form provided by it for the purpose, with such information about the treatment as it may require;

484.4. RESERVED;

484.5. when it treats a patient under clause 485, in which case it shall be entitled to demand and accept a reasonable fee from the patient (recoverable in certain circumstances under clause 486) for any treatment given, if it gives the patient a receipt;

484.6. for attending and examining (but not otherwise treating) a patient-

484.6.1. at his request at a police station in connection with proceedings which the police are minded to bring against him,

484.6.2. at the request of a commercial, educational or not-for-profit organisation for the purpose of creating a medical report or certificate, or

484.6.3. for the purpose of creating a medical report required in connection with an actual or potential claim for compensation by the patient;

- 484.7. for treatment consisting of an immunisation for which no remuneration is payable by the Board and which is requested in connection with travel abroad;
- 484.8. for prescribing or providing drugs or appliances (including a collection of such drugs and 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;
- 484.9. 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;
- 484.10. for testing the sight of a person to whom none of paragraphs (a), (b) or (c) of Article 62(1) of *the Order* applies (including by reason of regulations under Article 62(6) of that Order);
- 484.11. where the Contractor is required by a Health and Social Services Board under regulation 12 of the *Pharmaceutical Regulations* to provide drugs, medicines or appliances to a patient and provides for that patient, otherwise than under pharmaceutical services, any Scheduled drug;
- 484.12. for prescribing or providing drugs for malaria chemoprophylaxis.

485. Where a person applies to the Contractor for the provision of *essential services* and claims to be on the Contractor's list of patients, but fails to produce his *medical card* on request and the Contractor has reasonable doubts about that person's claim, the Contractor shall give any necessary treatment and shall be entitled to demand and accept a fee accordingly under clause 484.5, subject to the provision for repayment contained in clause 486.

486. Where a person from whom the Contractor received a fee under clause 484.5 applies to the Board for a refund within 14 days of payment of the fee (or such longer period not exceeding a month as the Board may allow if it is satisfied that the failure to apply within 14 days was reasonable) and the Board is satisfied that the person was on the Contractor's list of patients when the treatment was given, the Board may recover the amount of the fee from the Contractor, by deduction from its remuneration or otherwise, and shall pay that amount to the person who paid the fee.

487. Part 18 shall survive the expiry or termination of the Contract⁷³ to the extent that it prohibits the Contractor from, either itself or through any other person, demanding or accepting from any patient of its a fee or other remuneration for its own or another's benefit –

487.1. for the provision of any treatment, whether under the Contract or otherwise, that was provided during the existence of the Contract; or

487.2. for any prescription for any drug, medicine or appliance, that was provided during the existence of the Contract.

⁷³ This clause is not mandatory but it is recommended.

PART 19⁷⁴

CLINICAL GOVERNANCE

488. The Contractor shall have an effective *system of clinical governance*. The Contractor shall nominate a person who will have responsibility for ensuring the effective operation of the *system of clinical governance*. The person nominated shall be a person who performs or manages services under the Contract.

⁷⁴ This Part is required by *the Regulations* (see paragraph 113 of Schedule 5)

PART 20⁷⁵

INSURANCE

489. The Contractor shall at all times hold adequate insurance against liability arising from negligent performance of clinical services under the Contract.

490. The Contractor shall not sub-contract its obligations to provide clinical services under the Contract unless it is satisfied that the sub-contractor holds adequate insurance against liability arising from negligent performance of such services.

491. For the purposes of clauses 489 to 491.2-

487.1. “insurance” means a contract of insurance or other arrangement made for the purpose of indemnifying the Contractor; and

487.2. the Contractor shall be regarded as holding insurance if it is held by an employee of its in connection with clinical services which that employee provides under the contract or, as the case may be, sub-contract.

492. The Contractor shall at all times hold adequate public liability insurance in relation to liabilities to third parties arising under or in connection with the Contract which are not covered by the insurance referred to in clause 489.

⁷⁵ This Part is required by *the Regulations* (see paragraph 114 and 115 of Schedule 5)

PART 21⁷⁶

GIFTS

493. The Contractor shall keep a register of gifts which-

487.1. are given to any person specified in clause 494 by, or on behalf of, a patient, a relative of a patient or any person who provides or wishes to provide services to the Contractor or its patients in connection with the Contract; and

487.2. have, in its reasonable opinion, a value of more than £100.00

494. The persons referred to in clause 493 are-

494.1. the Contractor;

494.2. if the Contractor is a partnership, any partner;

494.3. if the Contractor is a company, any person legally and beneficially holding a share in the company, or a director or secretary of the company;

494.4. any person employed by the Contractor for the purposes of the Contract;

494.5. any *general medical practitioner* engaged by the Contractor for the purposes of the Contract;

⁷⁶ This Part is required by *the Regulations* (see paragraph 116 of Schedule 5).

494.6. any spouse of the Contractor (if the Contractor is an individual medical practitioner) or of a person specified in clauses 494.2 to 494.5;
or

494.7. any person (whether or not of the opposite sex) whose relationship with the Contractor (where the Contractor is an individual medical practitioner) or with a person specified in clauses 492.2 to 492.5 has the characteristics of the relationship between husband and wife.

495. Clause 493 does not apply where-

495.1. there are reasonable grounds for believing that the gift is unconnected with services provided or to be provided by the Contractor;

495.2. the Contractor is not aware of the gift; or

495.3. the Contractor is not aware that the donor wishes to provide services to the Contractor.

496. The Contractor shall take reasonable steps to ensure that it is informed of gifts which fall within clause 493 which are given to the persons specified in clauses 492.2 to 492.7.

497. The register referred to in clause 493 shall include the following information-

497.1. the name of the donor;

- 497.2. in a case where the donor is a patient, the patient's Central Health Index number or Health and Care number, or, if the number is not known, his address;
 - 497.3. in any other case, the address of the donor;
 - 497.4. the nature of the gift;
 - 497.5. the estimated value of the gift; and
 - 497.6. the name of the person or persons who received the gift.
498. The Contractor shall make the register available to the Board on request.

PART 22⁷⁷

COMPLIANCE WITH LEGISLATION AND GUIDANCE

499. The Contractor shall comply with all relevant legislation and have regard to all relevant guidance issued by the Board or *the Department*.

⁷⁷ This Part is required by *the Regulations* (see paragraph 117 of Schedule 5).

PART 23⁷⁸

COMPLAINTS

Complaints procedure

500. 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.

501. The complaints procedure referred to above shall-

501.1. comply with the requirements in clauses 504 to 512 and 516; and

501.2. RESERVED

502. The Contractor shall take reasonable steps to ensure that patients are aware of-

502.1. the complaints procedure; and

502.2. the role of the Board and other bodies in relation to complaints about services under the Contract,

502.3. RESERVED

503. The Contractor shall take reasonable steps to ensure that the complaints procedure is accessible to all patients.

⁷⁸ This Part is required by *the Regulations*: see Part 6 of Schedule 5.

Making of complaints

504. A complaint may be made by or, with his consent, on behalf of a patient, or former patient, who is receiving or has received services under the Contract, or

504.1. where the patient is a child-

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

504.1.2. by a person duly authorised by a Health and Social Services Trust to whose care the child has been committed under the provisions of the Children (Northern Ireland) Order 1995; or

504.1.3. by a person duly authorised by a voluntary organisation by which the child is being accommodated under the provisions of that Order;

504.2. where the patient is incapable of making a complaint, by a relative or other adult who has an interest in his welfare.

505. 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 504.1.2 or 504.1.3, by the Trust or voluntary organisation, as the case may be.

Period for making complaints

506. Subject to clause 507, the period for making a complaint is-

506.1. six months from the date on which the matter which is the subject of the complaint occurred; or

506.2. 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.

507. Where a complaint is not made during the period specified in clause 506, it shall be referred to the person specified in clause 508.1 who may, if he is of the opinion that-

507.1. 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

507.2. 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 506.

Further requirements for complaints procedure

508. The Contractor shall nominate-

508.1. 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 whom complaints shall be directed, and to be responsible for the

operation of the complaints procedure and the investigation of complaints; and

508.2. a partner, or other senior person associated with the Contractor, to be responsible for the effective management of the complaints procedure and for ensuring that action is taken in the light of the outcome of any investigation.

509. All complaints shall be-

509.1. either made or recorded in writing,

509.2. 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

509.3. properly investigated.

510. Within the period of 10 working days beginning with the day on which the complaint was received by the person specified under clause 508.1 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.

511. Where the investigation of the complaint requires consideration of the patient's medical records, the person specified under clause 508.1 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.

512. 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

513. The Contractor shall co-operate with-

513.1. any investigation of a complaint in relation to any matter reasonably connected with the provision of services under the Contract undertaken by the Board and the Northern Ireland Ombudsman; and

513.2. any investigation of a complaint by an HSS body, an NHS body or local authority which relates to a patient or former patient of the Contractor.

514. In the previous clause-

514.1. "NHS body" means a Primary Care Trust (in England, Wales and Scotland) an NHS Trust, an NHS foundation trust, a Strategic Health Authority, a Local Health Board, or a Health Board; and

514.2. "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.

515. In co-operating with any investigation, the Contractor shall, by way of example,-

- 515.1. answer questions reasonably put to the Contractor by the Board;
 - 515.2. provide any information relating to the complaint reasonably required by the Board; and
 - 515.3. 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 Board.
516. The Contractor shall inform the Board, at such intervals as required of the number of complaints it has received under the procedure established in accordance with Part 23 of the Contract.
517. Part 23 of this Contract shall survive the expiry or termination of the Contract insofar as it relates to any complaint or investigation reasonably connected with the provision of services under the contract before it terminated⁷⁹.

⁷⁹ This clause is not mandatory but it is recommended to ensure that the Contractor is still under an obligation to comply with the investigation of a complaint or with any relevant investigation where the Contract has terminated or expired.

PART 24⁸⁰

DISPUTE RESOLUTION

Local resolution of contract disputes

518. Subject to clause 520, in the case of any dispute arising out of or in connection with the Contract, the Contractor and the Board 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 *dispute resolution procedure* (or, where applicable, before commencing court proceedings).

519. Either the Contractor or the Board may, if it wishes to do so, invite the *Local Medical Committee* for the area of the Board to participate in discussions which take place pursuant to clause 518,

520. In the case of a dispute which falls to be dealt with under the procedure specified in paragraph 36 of Schedule 5 to *the Regulations*, clause 518 does not apply where it is not practicable for the parties to attempt local resolution before the expiry of the 7-day period specified in paragraph 36(4) of Schedule 5 to *the Regulations*.

Dispute resolution: non-HSS Contracts⁸¹

521. Any dispute arising out of or in connection with the Contract, except matters dealt with under the complaints procedure set out in clauses 500

⁸⁰ Except where specifically indicated in the footnotes, this Part is required by *the Regulations* (see Part 7 of Schedule 5)

⁸¹ These clauses are mandatory terms only if the contract is not an *HSS contract*. Otherwise, the clauses should be deleted from the Contract.

to 516 of this Contract, may be referred for consideration and determination to *the Department*, if:

521.1. the Board so wishes and the Contractor has agreed in writing; or

521.2. the Contractor so wishes (even if the Board does not agree).

522. In the case of a dispute referred to *the Department* under clause 521, the procedure to be followed is the *dispute resolution procedure*, and the parties agree to be bound by a determination made by the *adjudicator*.

Dispute resolution procedure

523. Subject to clause 524, the *dispute resolution procedure* applies in the case of any dispute arising out of or in connection with the Contract which is referred to *the Department* in accordance with Article 8(4) of the 1991 Order [clause 521 above]⁸², and the Board and the Contractor shall participate in the *dispute resolution procedure* as set out in paragraphs 92 and 93 of Schedule 5 to *the Regulations*.

524. The *dispute resolution procedure* does not apply where the Contractor refers a matter for determination in accordance with clause 263, and in such a case the procedure specified in paragraph 36 of Schedule 5 to *the Regulations* shall apply instead.

525. Any party wishing to refer a dispute shall send to *the Department* a written request for dispute resolution which shall include or be accompanied by-

⁸² If the contract is an HSS contract, the parties must select the phrase "Article 8(4) of the 1991 Order". If the contract is not an HSS contract, the parties must select the phrase "clause 521 above".

- 525.1. the names and addresses of the parties to the dispute;
 - 525.2. a copy of the Contract; and
 - 525.3. a brief statement describing the nature and circumstances of the dispute.
526. Any party wishing to refer a dispute as mentioned in clause 523 must send the request under clause 525 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.
527. In clauses 518 to 526 “any dispute arising out of or in connection with the contract” includes any dispute arising out of or in connection with the termination of the contract.
528. Part 24 shall survive the expiry or termination of the Contract⁸³.

⁸³ This clause is not mandatory but it is recommended to ensure that the dispute resolution procedures set out in this Part can still apply in relation to any dispute commenced after or continuing at the termination or expiry of the Contract.

PART 25⁸⁴

VARIATION AND TERMINATION OF THE CONTRACT

Variation of the Contract: general

529. Subject to Part 10 (opt outs of *additional* and *out of hours services*), clauses 86, 87, 377 and 386, and this Part (variation and termination of the Contract), no amendment or variation shall have effect unless it is in writing and signed by or on behalf of the Board and the Contractor.

530. In addition to the specific provision made in clauses 537, 542 and 577, the Board may vary the Contract without the Contractor's consent so as to comply with *the Order*, any regulations made pursuant to that Order, or any direction given by *the Department* pursuant to that Order where it-

530.1. is reasonably satisfied that it is necessary to vary the Contract in order so to comply; and

530.2. notifies the Contractor in writing of the wording of the proposed variation and the date upon which that variation is to take effect.

531. 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 530.2 is served on the Contractor.

Variation provisions specific to a contract with an individual medical practitioner⁸⁵

⁸⁴ Except where it is indicated in a footnote that a particular provision is only required in certain types of contract, this Part is required by *the Regulations*: see Part 8 of Schedule 5

⁸⁵ If the Contractor is not an individual medical practitioner, then this clause does not need to be included.

532. Where the Contractor is an individual medical practitioner and proposes to practise in partnership with one or more persons during the existence of the Contract, the Contractor shall notify the Board in writing of-

532.1. the name of the person or persons with whom it proposes to practise in partnership;

532.2. the date on which the Contractor wishes to change its status from that of an individual medical practitioner to that of a partnership, which shall be not less than 28 days after the date upon which it has served the notice on the Board pursuant to this clause.

533. A notice under clause 532 shall, in respect of the person or each of the persons with whom the Contractor is proposing to practise in partnership, and also in respect of the Contractor as regards the matters specified in clause 533.3-

533.1. confirm that he is either a medical practitioner or a person who satisfies the conditions specified in Article 57B(2)(b)(i) to (iv) of *the Order*,

533.2. confirm that he is a person who satisfies the conditions imposed by regulations 4 and 5 of *the Regulations*; and

533.3. state whether or not it is to be a *limited partnership*, and if so, who is to be a limited partner and who a general partner,

and the notice shall be signed by the Contractor, and by the person or each of the persons with whom it is proposing to practice in partnership.

534. The Contractor shall ensure that any person who will practise in partnership with it is bound by the Contract, whether by virtue of a partnership deed or otherwise.
535. If the Board is satisfied as to the accuracy of the matters specified in the notice referred to in clause 532, the Board shall give notice in writing to the Contractor confirming that the Contract shall continue with the partnership entered into by the Contractor and its partners, from a date that the Board specifies in that notice.
536. The date specified by the Board pursuant to clause 535 shall be the date requested in the notice served by the Contractor pursuant to clause 532, or, where that date is not reasonably practicable, the date closest to the requested date as is reasonably practicable.
537. Where the Contractor has given notice to the Board pursuant to clause 532, the Board may vary the Contract but only to the extent that it is satisfied is necessary to reflect the change in status of the Contractor from an individual medical practitioner to a partnership. If the Board does propose so to vary the Contract, it shall include in the notice served on the Contractor pursuant to clause 535 the wording of the proposed variation and the date upon which that variation is to take effect.

Variation provisions specific to a contract with a Partnership⁸⁶

538. Subject to clause 540, where the Contractor consists of two or more individuals practising in partnership, in the event that the partnership is terminated or dissolved, the Contract shall only continue with one of the former partners if that partner is-

⁸⁶ If the Contractor is not a partnership, then this clause does not need to be included.

538.1. nominated in accordance with clause 539; and

538.2. a medical practitioner who meets the condition in regulation 4(2)(a) of *the Regulations*,

and provided that the other requirements in clause 539 are met.

539. The Contractor shall notify the Board in writing at least 28 days in advance of the date on which the Contractor proposes to change its status from that of a partnership to that of an individual medical practitioner. The notice shall:

539.1. specify the date on which the Contractor proposes to change its status from that of a partnership to that of an individual medical practitioner;

539.2. specify the name of the medical practitioner with whom the Contract will continue, which must be one of the partners; and

539.3. be signed by all the persons who are practising in partnership.

540. If the partnership is terminated or dissolved because, in a partnership consisting of two individuals practising in partnership, one of the partners has died-

540.1. clauses 538 and 539 shall not apply; and

540.2. the Contract shall continue with the individual who has not died only if that individual is a medical practitioner who meets the conditions in regulation 4(2)(a) of *the Regulations*, and that individual

shall in any event notify the Board in writing as soon as is reasonably practicable of the death of his partner.

541. When the Board receives a notice pursuant to clause 539 or 540, it shall acknowledge in writing receipt of the notice, and in relation to a notice served pursuant to clause 539, the Board shall do so as soon as reasonably practicable, and in any event before the date specified pursuant to clause 539.1.

542. Where the Contractor gives notice to the Board pursuant to clause 539 or 540, the Board may vary the Contract but only to the extent that it is satisfied is necessary to reflect the change in status of the Contractor from a partnership to an individual medical practitioner. If the Board varies the Contract, it shall notify the Contractor in writing of the wording of the proposed variation and the date upon which that variation is to take effect.

Termination by agreement

543. The Board and the Contractor may agree in writing to terminate the Contract, and if the parties so agree, they shall agree the date upon which that termination will take effect and any further terms upon which the Contract should be terminated.

Termination by the Contractor

544. The Contractor may terminate the Contract by serving notice in writing on the Board at any time.

545. [Where the Contractor serves notice pursuant to clause 544, the Contract shall terminate six months after the date on which the notice is served (“the termination date”), save that if the termination date is not the

last calendar day of a month, the Contract shall instead terminate on the last calendar day of the month in which the termination date falls.]⁸⁷

546. [Where the Contractor serves notice pursuant to clause 544, the Contract shall terminate three months after the date on which the notice is served (“the termination date”), save that if the termination date is not the last calendar day of a month, the Contract shall instead terminate on the last calendar day of the month in which the termination date falls.]⁸⁸

547. The Contractor may give notice in writing (“late payment notice”) to the Board if the Board has failed to make any payments due to the Contractor in accordance with Part 17 of this Contract. The Contractor shall specify in the late payment notice the payments that the Board has failed to make in accordance with Part 17 of the Contract.

548. The Contractor may, at least 28 days after having served a late payment notice, terminate the contract by a further written notice if the Board has still failed to make payments due to the Contractor, and that were specified in the late payment notice served on the Board pursuant to clause 547.

549. If, following receipt of a late payment notice, the Board refers the matter to the *dispute resolution procedure* within 28 days of the date upon which it is served with the late payment notice, and it notifies the Contractor in writing that it has done so within that period of time, the Contractor may not terminate the Contract pursuant to clause 548 until-

⁸⁷ This clause should be included where the Contractor is a partnership or a limited company. Where the Contractor is an individual medical practitioner, this clause should be deleted.

⁸⁸ This clause should be included where the Contractor is an individual medical practitioner. Where the Contractor is a partnership or a limited company, this clause should be deleted.

549.1. there has been a determination of the dispute pursuant to paragraph 94 of Schedule 5 to *the Regulations*; or

549.2. the Board ceases to pursue the *dispute resolution procedure*, whichever is the sooner.

550. Clauses 544 to 529 are without prejudice to any other rights to terminate the Contract that the Contractor may have.

Termination by the Board: general provisions

551. The Board may only terminate the Contract in accordance with the provisions of Part 25 of this Contract.

Termination by the Board for breach of conditions in regulation 4 of *the Regulations*

552. The Board shall serve notice in writing on the Contractor terminating the Contract forthwith if the Contractor is an individual medical practitioner, and the medical practitioner no longer satisfies the condition specified in regulation 4(1) of *the Regulations*.

553. Where the Contractor is-

553.1. two or more persons practising in partnership, and the condition specified in regulation 4(2)(a) of *the Regulations* is no longer satisfied; or

553.2. a company limited by shares, and the condition specified in regulation 4(3)(a) of *the Regulations* is no longer satisfied

clause 554 shall apply.

554. Where clause 553.1 or 553.2 applies, the Board shall-

554.1. serve notice in writing on the Contractor terminating the Contract forthwith; or

554.2. serve notice in writing on the Contractor confirming that the Board will allow the Contract to continue, for a period specified by the Board of up to six months (the “interim period”), during which time the Board shall, with the consent of the Contractor, employ or supply one or more *general medical practitioners* to the Contractor for the interim period to assist the Contractor in the provision of clinical services under the Contract.

555. Before deciding which of the options in clause 554 to pursue, the Board shall, whenever it is reasonably practicable to do so, consult the *Local Medical Committee* (if any) for its area.

556. If the Contractor does not, pursuant to clause 554.2, consent to the Board employing or supplying a *general medical practitioner* during the interim period, the Board shall serve notice in writing on the Contractor terminating the Contract forthwith.

557. If, at the end of the interim period, the Contractor still falls within clause 553.1 or 553.2, the Board shall serve notice in writing on the Contractor terminating the Contract forthwith.

Termination by the Board for provision of untrue, etc., information

558. The Board may serve notice in writing on the Contractor terminating the contract forthwith, or from such date as may be specified in the notice if, after this Contract was entered into, it has come to the attention of the Board that written information provided to the Board by the Contractor before the contract was entered into in relation to the conditions set out in regulation 4 and 5 of *the Regulations* (and compliance with those conditions) was, when given, untrue or inaccurate in a material respect.

Other grounds for termination by the Board

559. The Board may serve notice in writing on the Contractor terminating the Contract forthwith, or from such date as may be specified in the notice if-

559.1. in the case of a contract with a medical practitioner, that medical practitioner;

559.2. in the case of a contract with two or more individuals practising in partnership, any individual or the partnership; and

559.3. in the case of a contract with a company limited by shares, the company, any person legally and beneficially owning a share in the company, or any director or secretary of the company,

falls within clause 560 during the existence of the Contract.

560. A person falls within this clause if-

560.1. it does not satisfy the conditions prescribed in Article 57B(2)(b) or (3)(b) of *the Order*;

- 560.2. he or it is the subject of a general or *national disqualification*;
- 560.3. subject to clause 561, 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;
- 560.4. subject to clause 562, he has been dismissed (otherwise than by reason of redundancy) from any employment by a *health services body* unless before the Board has served a notice terminating the Contract pursuant to this clause, he is employed by the *health services body* that dismissed him or by another *health services body*;
- 560.5. he or it is disqualified from a *primary medical services performers list* unless his or its name has subsequently been included in such a list;
- 560.6. he has been convicted in the United Kingdom of murder or an offence referred to in Schedule 1 to the Children and Young Persons (Northern Ireland) Act 1968, Schedule 1 to the Children and Young Persons Act 1933 or Schedule 1 to the Criminal Procedures (Scotland) Act 1995;
- 560.7. he has been convicted in the United Kingdom of a criminal offence, other than murder, and has been sentenced to a term of imprisonment of over six months;
- 560.8. subject to clause 564, he has been convicted elsewhere of an offence which would if committed in Northern Ireland-
- 560.8.1. constitute murder, or

560.8.2. constitute a criminal offence other than murder, and been sentenced to a term of imprisonment of over six months;

560.9. he or it has-

560.9.1. 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;

560.9.2. 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;

560.9.3. 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;

560.9.4. been wound up under Part IV of the Insolvency Act 1986;

560.9.5. had an administrator, administrative receiver or receiver appointed in respect of it; or

560.9.6. had an administration order made in respect of it under Schedule B1 to the Insolvency Act 1986.

560.10.that person is a partnership and-

560.10.1. a dissolution of the partnership is ordered by any competent court, tribunal or arbitrator, or

560.10.2. an event happens that makes it unlawful for the business of the partnership to continue, or for members of the partnership to carry on in partnership together;

560.11.he has been-

560.11.1. 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;

560.11.2. removed under section 7 of the Law Reform (Miscellaneous Provisions) (Scotland) Act 1990 (powers of the Court of Session to deal with management of charities), from being concerned in the management or control of any body;

560.12.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 (failure to pay under county court administration order);

560.13.he has refused to comply with a request by the Board for him to be medically examined on the grounds that it is concerned that he is incapable of adequately providing services under the contract and, in a case where the contract is with two or more individuals practising in partnership or with a company, the Board is not satisfied that the Contractor is taking adequate steps to deal with the matter.

561. The Board shall not terminate the Contract pursuant to clause 560.3 where the Board is satisfied that the disqualification or suspension imposed by a *licensing body* outside the United Kingdom does not make the person unsuitable to be a contractor, a partner, a person legally and beneficially holding a share in the company, or a director or secretary of the company, as the case may be.

562. The Board shall not terminate the Contract pursuant to clause 560.4 until a period of at least three months has elapsed since the date of the dismissal of the person concerned; or if, during that period of time, the person concerned brings proceedings in any competent tribunal or court in respect of his dismissal, until proceedings before that tribunal or court are concluded. The Board may only terminate the Contract in the latter situation if there is no finding of unfair dismissal at the end of those proceedings.

563. [Where the Board has entered into the Contract-

563.1. following a *default contract* with the Contractor; or

563.2. pursuant to an entitlement on the part of the Contractor under Part 2 of *the Transitional Order* after 31 March 2004 other than following a *default contract*

clause 559 shall apply as if it enables the Board to serve notice of termination on the Contractor on the grounds of a person falling within clause 560.4 at any time after 31 March 2004]⁸⁹.

⁸⁹ This clause only needs to be included if the Contractor falls within 563.1 or 563.2. If not, this clause can be deleted

564. The Board shall not terminate the Contract pursuant to clause 560.8 where the Board is satisfied that the conviction does not make the person unsuitable to be a contractor, a partner, a person legally and beneficially holding a share in the company, or a director or secretary of the company, as the case may be.

Termination by the Board for a serious breach

565. The Board may serve notice in writing on the Contractor terminating the Contract forthwith or with effect from such date as may be specified in the notice if-

565.1. the Contractor has breached the Contract and the Board considers that as a result of that breach, the safety of the Contractor's patients is at serious risk if the Contract is not terminated; or

565.2. the Contractor's financial situation is such that the Board considers that the Board is at risk of material financial loss.

Termination by the Board: remedial notices and breach notices

566. Where the Contractor has breached the Contract other than as specified in clauses 552 to 565 and the breach is capable of remedy, the Board shall, before taking any action it is otherwise entitled to take by virtue of the Contract, serve a notice on the Contractor requiring it to remedy the breach ("remedial notice").

567. A remedial notice shall specify-

567.1. details of the breach;

567.2. the steps the Contractor must take to the satisfaction of the Board in order to remedy the breach; and

567.3. the period during which the steps must be taken (“the notice period”).

568. The notice period shall, unless the Board 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.

569. Where the Board is satisfied that the Contractor has not taken the required steps to remedy the breach by the end of the notice period, the Board may terminate the Contract with effect from such date as the Board may specify in a further notice to the Contractor.

570. Where the Contractor has breached the Contract other than as specified in clauses 552 to 565 and the breach is not capable of remedy, the Board may serve notice on the Contractor requiring it not to repeat the breach (“breach notice”).

571. If, following a breach notice or a remedial notice, the Contractor-

571.1. repeats the breach that was the subject of the breach notice or the remedial notice; or

571.2. otherwise breaches the Contract resulting in either a remedial notice or a further breach notice,

the Board may serve notice on the Contractor terminating the Contract with effect from such date as may be specified in that notice.

572. The Board shall not exercise its right to terminate the Contract under the previous clause unless it is satisfied that the cumulative effect of the breaches is such that it would be prejudicial to the efficiency of the services to be provided under the Contract to allow the Contract to continue.

573. 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 Board may withhold or deduct monies which would otherwise be payable under the Contract in respect of that obligation which is the subject of the default.

Termination by the Board: additional provisions specific to Contracts with companies limited by shares⁹⁰

574. If the Board becomes aware that the Contractor is carrying on any business which the Board considers to be detrimental to the Contractor's performance of its obligations under the Contract-

574.1. the Board shall be entitled to give notice to the Contractor requiring that it ceases carrying on that business before the end of a period of not less than 28 days beginning on the day on which the notice is given ("the notice period"); and

574.2. if the Contractor has not satisfied the Board that it has ceased carrying on that business by the end of the notice period, the Board may, by a further written notice, terminate the Contract forthwith or from such date as may be specified in the notice.

⁹⁰ If the Contractor is not a company limited by shares, this clause should be deleted.

Termination by the Board: additional provisions specific to Contracts with two or more individuals practising in partnership⁹¹

575. Where the Contractor is two or more persons practising in partnership, the Board shall be entitled to terminate the Contract by notice in writing on such date as may be specified in that notice where one or more partners have left the practice during the existence of the Contract if in its reasonable opinion, the Board considers that the change in membership of the partnership is likely to have a serious adverse impact on the ability of the Contractor or the Board to perform its obligations under the Contract.

576. A notice given to the Contractor pursuant to clause 575 shall specify-

576.1. the date upon which the Contract is to be terminated; and

576.2. the Board's reasons for considering that the change in the membership of the partnership is likely to have a serious adverse impact on the ability of the Contractor or the Board to perform its obligations under the Contract.

Contract sanctions

577. In clauses 578 to 586, "contract sanction" means-

577.1. termination of specified reciprocal obligations under the Contract;

577.2. suspension of specified reciprocal obligations under the Contract for a period of up to six months; or

⁹¹ If the Contractor is not two or more individuals practising in partnership, this clause should be deleted.

- 577.3. withholding or deducting monies otherwise payable under the Contract.
578. Where the Board is entitled to terminate the Contract pursuant to clauses 558, 559, 565, 569 and 571, it may instead impose any of the contract sanctions if the Board is reasonably satisfied that the contract sanction to be imposed is appropriate and proportionate to the circumstances giving rise to the Board's entitlement to terminate the Contract.
579. The Board shall not, under clause 578, be entitled to impose any contract sanction that has the effect of terminating or suspending any obligation to provide, or any obligation that relates to, *essential services*.
580. If the Board decides to impose a contract sanction, it must notify the Contractor of the contract sanction that it proposes to impose, the date upon which that sanction will be imposed and provide in that notice an explanation of the effect of the imposition of that sanction.
581. Subject to clauses 583 to 586, the Board shall not impose the contract sanction until at least 28 days after it has served notice on the Contractor pursuant to clause 579 unless the Board 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.
582. Where the Board imposes a contract sanction, the Board shall be entitled to charge the Contractor the reasonable costs of additional administration that the Board has incurred in order to impose, or as a result of imposing, the contract sanction.

Contract sanctions and *the dispute resolution procedure*

583. If there is a dispute between the Board and the Contractor in relation to a contract sanction that the Board is proposing to impose, the Board shall not, subject to clause 586, impose the proposed contract sanction except in the circumstances specified in clause 584.1 or 584.2.

584. If the Contractor refers the dispute relating to the contract sanction to *the dispute resolution procedure* within 28 days beginning on the date on which the Board served notice on the Contractor in accordance with clause 580 (or such longer period as may be agreed in writing with the Board), and notifies the Board in writing that it has done so, the Board shall not impose the contract sanction unless-

584.1. there has been a determination of the dispute pursuant to paragraph 94 of Schedule 5 to *the Regulations* and that determination permits the Board to impose the contract sanction; or

584.2. the Contractor ceases to pursue *the dispute resolution procedure*,

whichever is the sooner.

585. If the Contractor does not invoke *the dispute resolution procedure* within the time specified in clause 584, the Board shall be entitled to impose the contract sanction forthwith.

586. If the Board is satisfied that it is necessary to impose the contract sanction before *the dispute resolution procedure* is concluded in order to protect the safety of the Contractor's patients or protect itself from material financial loss, the Board shall be entitled to impose the contract sanction forthwith, pending the outcome of that procedure.

Termination and *the dispute resolution procedure*

587. Where the Board is entitled to serve written notice on the Contractor terminating the contract pursuant to clauses 558, 559, 565, 569 or 571, the Board shall, in the notice served on the Contractor pursuant to those clauses, specify a date on which the Contract terminates that is not less than 28 days after the date on which the Board has served that notice on the Contractor unless clause 588 applies.

588. This clause applies if the Board 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.

589. In a case falling within clause 587 where the exception in clause 588 does not apply, where the Contractor invokes *the dispute resolution procedure* before the end of the period of notice referred to in clause 587, and it notifies the Board in writing that it has done so, the Contract shall not terminate at the end of the notice period but instead shall only terminate in the circumstances specified in clause 590.

590. The Contract shall only terminate pursuant to this clause if and when there has been a determination of the dispute pursuant to paragraph 94 of Schedule 5 to *the Regulations* and that determination permits the Board to terminate the Contract or the Contractor ceases to pursue the *dispute resolution procedure*, whichever is the sooner.

591. If the Board is satisfied that it is necessary to terminate the Contract before *the dispute resolution procedure* is concluded in order to protect the safety of the Contractor's patients or protect itself from material financial loss, clauses 589 and 590 shall not apply and the Board shall be entitled to

confirm by written notice to be served on the Contractor, that the Contract will nevertheless terminate at the end of the period of the notice it served pursuant to clauses 558, 559, 565, 569 or 571.

Consultation with the *Local Medical Committee*

592. Whenever the Board is considering terminating the Contract pursuant to clauses 558, 559, 565, 569, 571, 574 or 575 or imposing a contract sanction, it shall, whenever it is reasonably practicable to do so, consult the *Local Medical Committee* (if any) for its area before it terminates the Contract or imposes a contract sanction.

593. Whether or not the *Local Medical Committee* has been consulted pursuant to clause 592, whenever the Board imposes a contract sanction on the Contractor or terminates the Contract pursuant to this Part, it shall, as soon as reasonably practicable, notify the *Local Medical Committee* in writing of the contract sanction imposed or of the termination of the Contract (as the case may be). The obligation to notify the *Local Medical Committee* of the matters set out in this clause shall survive the termination of the Contract.

Consequences of termination⁹²

594. The termination of the Contract, for whatever reason, is without prejudice to the accrued rights of either party under the Contract.

595. On the termination of the Contract for any reason, the Contractor shall-

⁹² The parties are required to make suitable provision for arrangements on the termination of the Contract, including the consequences (whether financially or otherwise) of the Contract ending, subject to any specific requirements of *the Regulations*: see paragraph 116 of Schedule 5 to *the Regulations*. Subject to this requirement, the parties could draft their own provisions dealing with the consequences of termination.

595.1. subject to the requirements of this clause, cease performing any work or carrying out any obligations under the Contract;

595.2. co-operate with the Board to enable any outstanding matters under the Contract to be dealt with or concluded in a satisfactory manner;

595.3. co-operate with the Board to enable the Contractor's patients to be transferred to one or more other contractors or providers of *essential services* (or their equivalent), which shall include-

595.3.1. providing reasonable information about individual patients, and

595.3.2. delivering patient records

to such other appropriate person or persons as the Board specifies.

595.4. deliver up to the Board all property belonging to the Board including all documents, forms, computer hardware and software, drugs, appliances or medical equipment which may be in the Contractor's possession or control;

596. Subject to clauses 597 to 599, the Board's obligation to make payments to the Contractor in accordance with the Contract shall cease on the date of termination of the Contract.

597. On termination of the Contract or termination of any obligations under the Contract for any reason, the Board shall perform a reconciliation of the payments made by the Board to the Contractor and the value of the work undertaken by the Contractor under the Contract. The Board shall serve

the Contractor with written details of the reconciliation as soon as reasonably practicable, and in any event no later than 28 days after the termination of the Contract.

598. If the Contractor disputes the accuracy of the reconciliation, the Contractor may refer the dispute to the *dispute resolution procedure* in accordance with the terms of the Contract within 28 days beginning on the date on which the Board served the Contractor with written details of the reconciliation. The parties shall be bound by the determination of the dispute.

599. Each party shall pay the other any monies due within three months of the date on which the Board served the Contractor with written details of the reconciliation, or the conclusion of the *dispute resolution procedure*, as the case may be.

600. The obligations contained in clauses 594 to 599 shall continue to apply notwithstanding the termination of the Contract.

PART 26

NON-SURVIVAL OF TERMS⁹³

601. Unless expressly provided, no term of this Contract shall survive expiry or termination of this Contract. Express provision is made in relation to-

- 601.1. clauses 431 and 432 (patient records);
- 601.2. Part 18 (fees and charges);
- 601.3. Part 23 (complaints);
- 601.4. Part 24 (dispute resolution procedures);
- 601.5. clause 589 (notifications to *Local Medical Committees*);
- 601.6. clauses 594 to 599 (consequences of termination); and
- 601.7. clauses 604 and 605 (governing law and jurisdiction).

ENTIRE AGREEMENT⁹⁴

602. Subject to Part 10 (opts outs of *additional* and *out of hours services*), clauses 377, 386 and 407 and any variations made in accordance with Part 25, this Contract constitutes the entire agreement between the parties with respect to its subject matter.

⁹³ This clause is not required by the Regulations, but is recommended.

⁹⁴ This clause is not required by the Regulations, but is recommended.

603. The Contract supersedes any prior agreements, negotiations, promises, conditions or representations, whether written or oral, and the parties confirm that they did not enter into the Contract on the basis of any representations that are not expressly incorporated into the Contract. However, nothing in this Contract purports to exclude liability on the part of either party for fraudulent misrepresentation.

GOVERNING LAW AND JURISDICTION⁹⁵

604. This Contract shall be governed by and construed in accordance with Northern Ireland law.

605. Without prejudice to the dispute resolution procedures contained in this Contract, in relation to any legal action or proceedings to enforce this Contract or arising out of or in connection with this Contract, each party agrees to submit to the exclusive jurisdiction of the courts of Northern Ireland.

606. Clauses 604 and 605 shall continue to apply notwithstanding the termination of the Contract.

WAIVER, DELAY OR FAILURE TO EXERCISE RIGHTS⁹⁶

607. The failure or delay by either party to enforce any one or more of the terms or conditions of this Contract shall not operate as a waiver of them, or of the right at any time subsequently to enforce all terms and conditions of this Contract.

⁹⁵ This clause is not required by the Regulations, but is recommended.

⁹⁶ This clause is not required by the Regulations, but is recommended.

FORCE MAJEURE⁹⁷

608. Neither party shall be responsible to the other for any failure or delay in performance of its obligations and duties under this Contract which is caused by circumstances or events beyond the reasonable control of a party. However, the affected party must promptly on the occurrence of such circumstances or events:

608.1. 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

608.2. take all action within its power to comply with the terms of this Contract as fully and promptly as possible.

609. Unless the affected party takes such steps, clause 608 shall not have the effect of absolving it from its obligations under this Contract. For the avoidance of doubt, any actions or omissions of either party's personnel or any failures of either party's systems, procedures, premises or equipment shall not be deemed to be circumstances or events beyond the reasonable control of the relevant party for the purposes of this clause, unless the cause of failure was beyond reasonable control.

610. If the affected party is delayed or prevented from performing its obligations and duties under the Contract for a continuous period of 3 months, then either party may terminate this Contract by notice in writing within such period as is reasonable in the circumstances (which shall be no shorter than 28 days).

⁹⁷ This clause is not required by the Regulations, but is recommended.

611. 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 Contract within the period of notice specified in accordance with clause 610 above, or if the other party otherwise consents.

SEVERANCE⁹⁸

612. Subject to clauses 613 and 614, if any term of this Contract, other than a *mandatory term*, is held to be invalid, illegal or unenforceable by any court, tribunal or other competent authority, such term shall, to the extent required, be deemed to be deleted from this Contract and shall not affect the validity, lawfulness or enforceability of any other terms of the Contract.

613. If, in the reasonable opinion of either party, the effect of such a deletion is to undermine the purpose of the Contract or materially prejudice the position of either party, the parties shall negotiate in good faith in order to agree a suitable alternative term to replace the deleted term or a suitable amendment to the Contract.

614. 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 *dispute resolution procedure* set out in clauses 521 to 528 .

SERVICE OF NOTICE⁹⁹

⁹⁸ This clause is not required by the Regulations, but is recommended.

⁹⁹ This clause is not required by the Regulations, but is recommended.

615. Save as otherwise specified in this Contract or where the context otherwise requires, any notice or other information required or authorised by this Contract to be given by either party to the other party must be in writing and may be served:

615.1. personally;

615.2. by post, or in the case of any notice served pursuant to Part 25, registered or recorded delivery post;

615.3. by telex, or facsimile transmission (the latter confirmed by telex or post);

615.4. unless the context otherwise requires and except in clause 529, electronic mail; or

615.5. by any other means which the Board specifies by notice to the Contractor.

616. Any notice or other information shall be sent to the address specified in the Contract or such other address as the Board or the Contractor has notified to the other.

617. Any notice or other information shall be deemed to have been served or given:

617.1. if it was served personally, at the time of service;

617.2. if it was served by post, two *working days* after it was posted;
and

617.3. 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*.

618. Where notice or other information is not given or sent in accordance with clauses 615 to 617, such notice or other information is invalid unless the person receiving it elects, in writing, to treat it as valid.

SCHEDULE 1¹⁰⁰ (INDIVIDUAL)

Part 1

The Board whose name, address, telephone number, fax number and email address (if any) is:

Part 2

The Contractor is a medical practitioner whose name, address, telephone number, fax number (if any) and email address (if any)¹⁰¹ is:

If there is any change to the addresses and contact details specified in Part 1 or Part 2 of this Schedule, the party whose details have changed must give notice in writing to the other party as soon as is reasonably practicable.

¹⁰⁰ Please use this form of Schedule if the Contractor is an individual medical practitioner.

¹⁰¹ Please provide the address to which official correspondence and notices should be sent..

SCHEDULE 1¹⁰² (PARTNERSHIP)

Part 1

The Board whose name, address, telephone number, fax number and email address (if any) is:

Part 2

The Contractor is a [limited]¹⁰³ partnership under the name of []
carrying on business at [address of place of business]

The telephone number, fax number (if any) and email address (if any) of the Contractor are as follows:-

[insert details here]

If there is any change to the addresses and contact details specified in Part 1 or Part 2 of this Schedule, the party whose details have changed must give notice in writing to the other party as soon as is reasonably practicable.

The names of the partners at the date of signature of this Contract are:

¹⁰² Please use this form of Schedule if the Contractor is a general or *limited partnership*.

¹⁰³ Please delete if this is not applicable. Regulation 11(b)(i) of *the Regulations* requires that the Contract specify in the case of a partnership whether or not it is a *limited partnership*.

	GENERAL / LIMITED ¹⁰⁴
	GENERAL / LIMITED
	GENERAL / LIMITED
	GENERAL / LIMITED
	GENERAL / LIMITED
	GENERAL / LIMITED
	GENERAL / LIMITED

The Contract is made with the partnership as it is from time to time constituted and shall continue to subsist notwithstanding:

- (1) the retirement, death or expulsion of any one or more partners; and/or
- (2) the addition of any one or more partners.¹⁰⁵

The Contractor shall ensure that any person who becomes a member of the partnership after the Contract has come into force is bound automatically by the Contract whether by virtue of a partnership deed or otherwise.

¹⁰⁴ Please delete whichever is not applicable. Regulation 11(b)(ii) requires that the Contract specify in the case of a partnership the names of the partners and, in the case of a *limited partnership*, their status as a general or limited partner.

¹⁰⁵ This provision is required by Regulation 13 of *the Regulations*.

SCHEDULE 1¹⁰⁶ (COMPANY)

Part 1

The Board whose name, address, telephone number, fax number and email address (if any) is:

Part 2

The Contractor is a company limited by shares whose name and registered office is:

The address to which official correspondence and notices may be sent is, and the contact telephone number, fax number (if any) and email address (if any) is:

¹⁰⁶ Please use this form of Schedule if the Contractor is a company limited by shares.

--

If there is any change to the addresses and contact details specified in Part 1 or Part 2 of this Schedule, the party whose details have changed must give notice in writing to the other party as soon as is reasonably practicable.

SCHEDULE 2

SIGNATURES OF THE PARTIES TO THE AGREEMENT

Signed by

For and on behalf of the Board

Signed by

In the presence of

[The Contract must be signed by a person with power to bind the Contractor. If the Contractor is a partnership, it is recommended that all of the partners comprising the partnership at the date the Contract is signed (whether those partners are general partners or limited partners) sign the Contract]

SCHEDULE 3

INFORMATION TO BE INCLUDED IN PRACTICE LEAFLETS

A practice leaflet shall include –

1. The name of the Contractor.
2. In the case of a Contract with a partnership –
 - (a) whether or not it is a *limited partnership*; and
 - (b) the names of all the partners and, in the case of a *limited partnership*, their status as a general or limited partner.
3. In the case of a Contract with a company –
 - (a) the names of the directors, the company secretary and the shareholders of that company; and
 - (b) the address of the company's registered office.
4. The full name of each person performing services under the Contract.
5. In the case of each *health care professional* performing services under the Contract his professional qualifications.
6. Whether the Contractor undertakes the teaching or training of *health care professionals* or persons intending to become *health care professionals*.
7. The contractor's *practice area*, by reference to a sketch diagram, plan or postcode.
8. The address of each of the *practice premises*.
9. The Contractor's telephone and fax number and the address of its website (if any).
10. Whether the *practice premises* have suitable access for all disabled patients and, if not, the alternative arrangements for providing services to such patients.
11. How to register as a patient.
12. The right of patients to express a preference of practitioner in accordance with clause 185 and the means of expressing such a preference.

13. The services available *under the Contract*.
14. The opening hours of the *practice premises* and the method of obtaining access to services throughout the *core hours*.
15. The criteria for home visits and the method of obtaining such a visit.
16. The consultations available to patients under clauses 35 and 36, and 37 and 38.
17. The arrangements for services in the *out of hours period* and how the patient may contact such services.
18. If the services in paragraph 17 are not provided by the Contractor, the fact that the Board referred to in paragraph 28 is responsible for commissioning the services
19. .
- 20.
21. The method by which patients are to obtain repeat prescriptions.²²²³. 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 or his staff or other persons on the *practice premises* or in the place where treatment is provided under the Contract or other persons specified in clause 203.
27. Details of who has access to patient information (including information from which the identity of the individual can be ascertained) and the patient's rights in relation to disclosure of such information.
28. The name, address and telephone number of the Board and from whom details of primary medical services in the area may be obtained.

SCHEDULE 4

REPEAT DISPENSING FORMS

RESERVED

PART 2
BATCH ISSUE

RESERVED

SCHEDULE 5
CLOSURE NOTICE

Application for List Closure	
From: <i>Name of Contractor</i>	To: <i>Name of Health and Social Services Board</i>
	Date:

In accordance with paragraph 29 of Schedule 5 to the [GMS Contract 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 (<i>which may not exceed 12 months and, in the absence of any agreement, shall be 12 months</i>)	
(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 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 percentage of the number indicated in (4) above or 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	

* Please note that list re-opening and re-closure in these circumstances can occur only once during any period of list closure unless agreed between practices and the Board in exceptional circumstances – details as follows

Signed.....

For [Name of contractor]

SCHEDULE 6

PLAN FOR IMPROVEMENT OF PREMISES

SCHEDULE 7
PAYMENT SCHEDULE