

DEFAULT CONTRACT (NI) 2004

The text of the Default Contract (NI) 2004 has been approved by the Department of Health's Solicitors and approved by Solicitors acting for the GPC.

The Default Contract must be read in conjunction with the General Medical Services Transitional and Consequential Provisions No.1 (Northern Ireland) Order 2004, and, in particular, article 12 of that Order, which sets out who is entitled to a Default Contract.

The Default 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 31st March 2004 to be treated as if those matters, acts and notices related to particular clauses in the Contract.

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PART 1

DEFINITIONS AND INTERPRETATION

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

“1991 Act” 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;

“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 or persons appointed by *the Department* under paragraph 93(5) of Schedule 5 to *the Regulations*;

“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*;

“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 61;

“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 69;

“childhood vaccinations and immunisations” means the services described in clauses 66 to 67;

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

“contraceptive services” means the services described in clause 63;

“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 83;

“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;

“default contract” means a contract with a Health and Social Services Board made pursuant to Article 13 of *the Transitional Order*;

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

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

“dispute resolution procedure” means the procedure for resolution of disputes specified in paragraphs 92 and 93 of Schedule 5 to *the Regulations*, subject to the modification that references in paragraph 94 920 and (3) to paragraph 92(1) shall be read as references to Article 32(1) of *the Transitional Order*;

“Drug Tariff” has the same meaning as in regulation 9 of the *Pharmaceutical Regulations*;

“enhanced services” are-

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

“essential services” means the services required to be provided in accordance with clauses 45 to 51;

“general medical practitioner” means-

- (a) from the coming into force of article 10 of *the 2003 Order*, a medical practitioner whose name is included in the *General Practitioner Register* otherwise than by virtue of paragraph 1(d) of Schedule 6 to 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 Act*, 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*;

“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 National Health Service (Vocational Training for General Medical Practice) Regulations 1997, 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 National Health Service (Vocational Training for General Medical Practice) Regulations 1997; 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 Health and Personal Social Services (Northern Ireland) Order 1991;

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

“health care professional” has the same meaning as in Article 15C *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-

- (a) a spouse,
- (b) a person (whether or not of the opposite sex) whose relationship with the registered patient has the characteristics of the relationship between husband and wife,
- (c) a parent or step-parent,

- (d) a son,
- (e) a daughter, or
- (f) a *child* of whom the *registered patient* is-
 - a. the guardian, or
 - b. the 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
- (g) a grandparent;

“independent nurse prescriber” means a person-

- (a) who is engaged or employed by the Contractor;
- (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*;

“maternity medical services” means the services described in clause 71;

“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 73 to 74;

“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 86 to 90;

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

“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 the periods described in paragraphs (a) to (c);

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

- (a) would be *essential services* if provided in core hours; or
- (b) are included in the Contract as *additional services* pursuant to clauses 54 and 55;

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

“patient” means-

- (a) a *registered patient*,
- (b) a *temporary resident*,
- (c) persons to whom the Contractor is required to provide immediately necessary treatment under clause 46.3 or 49,
- (d) any other person to whom the Contractor has agreed to provide services under the Contract;
- (e) any person for whom the Contractor is responsible under article 19 of *the Transitional Order*;
and
- (f) any other person to whom the Contractor is responsible under arrangements made with another contractor of a kind referred to in clause;

“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 80;

“practice leaflet” means a leaflet drawn up in accordance with clause 288;

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

“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, in the case of a medical practitioner, is a 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;

“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 the register maintained in pursuance of section 2(1) of the Pharmacy Act 1954;

“relevant service” means—

- a) whole-time service in the armed forces of the Crown in a national emergency as a volunteer or otherwise,
- b) compulsory whole-time service in those forces, including service resulting from any reserve liability, or
- c) any equivalent service by a person liable for compulsory whole-time service in those forces;

“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 a *general medical services contract*, or
- (b) except where the conditions in clause 169 are satisfied, a drug, medicine 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 who-

- (a) who is engaged or employed by the Contractor;
- (b) whose name is registered in-
 - (i) the *Nursing and Midwifery Register*;
 - (ii) the Register of Pharmaceutical Chemists maintained in pursuance of section 2(1) of the Pharmacy Act 1954; or
 - (iii) the register maintained in pursuance of Articles 6 and 9 of the Pharmacy (Northern Ireland) Order 1976, and
- (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 resident” means a person accepted by the Contractor as a temporary resident under clauses 91 to 94 and for whom the Contractor’s responsibility has not been terminated in accordance with those clauses;

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

“the Tribunal” means the body constituted under Schedule 1 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.” (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 Transitional Order*, *the Regulations*, the General Medical Services Transitional and Consequential Provisions No.2 (Northern Ireland) Order 2004 and any other relevant orders or regulations made under *the Act*.

4. Where the parties have indicated in writing that a clause in the Contract is reserved, that clause is not relevant and has no application to the Contract^[2].

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

PART 2

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.
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.
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 (partnerships) and subject to specific provision made in clauses to. The Contract does not prohibit the Contractor from delegating or sub-contracting its obligations arising under the Contract where such delegation is expressly permitted by the Contract.
13. The Board give, sell, assign or otherwise dispose of the benefit of its rights under this Contract to another Health and Social Services Board.

PART 3

COMMENCEMENT OF THE CONTRACT

14. This Contract shall commence on [1st April 2004] [*insert a date that is within 14 days of the determination of an appeal under article 13(9) of the Transitional Order*][\[3\]](#).

DURATION OF THE CONTRACT

15. This Contract shall, subject to clauses 16, 17 and 18, and unless the Contractor falls within clause 19 or 20, subsist until 30th June 2004, unless it is otherwise terminated in accordance with the terms of the Contract.

16. If, before 30th June 2004, the Contractor notifies the Board in writing that it wishes the Contract to continue after 30th June 2004, the Contract shall subsist for a further three months, until 30th September 2004.

17. If clause 16 applies, and on 30th September 2004-

17.1. any dispute arising out of or in connection with the Contract has been referred to *the Department* in accordance with the *dispute resolution procedure* but that dispute has not been determined or withdrawn; or

17.2. either party to the Contract has referred the terms of their proposed *general medical services contract* to *the Department* to consider and determine under Article 8(4) of the *1991 Order* or regulation 9 of *the Regulations* but that dispute has not been determined or withdrawn,

the Contract shall, unless it is terminated before that date in accordance with the terms of the Contract, continue until whichever is the later of the dates specified in clause 18.

18. The dates referred to in clause 17 are-

18.1. the end of the period of 28 days from the date on which the parties were notified of the determination of the dispute relating to the Contract or that dispute was withdrawn; or

18.2. the end of the period of 28 days from the date on which the parties were notified of the determination of the dispute relating to the terms of the *general medical services contract* or that dispute was withdrawn.

19. If the Contractor is an individual medical practitioner-

19.1. with whom the Board has refused to enter into a *general medical services contract* because it is not satisfied as to the matters specified in article 3(3) or (6) of *the Transitional Order*; or

19.2. who has been unable to enter into a *general medical services contract* on or before 30th September 2004 because he was performing *relevant service*,

clauses 15 to 18 shall not apply, and the Contract shall, unless it is terminated before that date in accordance with the terms of the Contract, continue for as long as he remains entitled to enter into a *general medical services contract* under article 6 of *the Transitional Order*.

20. If the Contractor is a medical practitioner who has made an application under article 11 of *the Transitional Order*, clauses 15 to 19 shall not apply and the Contract shall, unless it is terminated before that date in accordance with the terms of the Contract, continue until-

20.1. the end of the period of 14 days after that application has been determined, or

20.2. if the application was successful and he intends to enter into a *general medical services contract*, the end of the day immediately before the day on which he is required to start providing services under the *general medical services contract* which he has entered into with the Board.

PART 4

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;

 - 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;

 - 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 5

LEVEL OF SKILL

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

PROVISION OF SERVICES

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 are specified in Schedule 3.

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

27.1. suitable for the delivery of those services; and

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

28. Where, on the date on which the Contract was signed, the 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 taken.

29. The Contractor shall comply with any plan drawn up pursuant to clause 28 and contained in Schedule 6 to this Contract as regards the steps to be taken by the Contractor to meet the requirements in clause 27 and the timescale in which those steps will be taken.[\[4\]](#)

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

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

31.2. such other place as the Contractor has informed the patient and the 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 86 to 90 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, other than under a private arrangement, to a patient who is not on its list of patients, it shall, as soon as reasonably practicable, provide a clinical report relating to the consultation, and any treatment provided, to the 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 appropriate arrangements for infection control and decontamination.

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

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. *enhanced services*; or

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

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

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

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

43.2. comply in *core hours* with any reasonable request for information from such a person or from the 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*.

PART 6

ESSENTIAL SERVICES

45. The Contractor must provide the services described in clauses 46 to 51 (*essential services*) at such times, within *core hours*, as are appropriate to meet the reasonable needs of its patients, and to have in place arrangements for its patients to access such services throughout the *core hours* in case of emergency.
46. The Contractor must provide-
- 46.1. services required for the management of the Contractor's *registered patients* and *temporary residents* who are, or believe themselves to be-
 - 46.1.1. ill, with conditions from which recovery is generally expected;
 - 46.1.2. terminally ill; or
 - 46.1.3. suffering from chronic *disease*
- delivered in the manner determined by the *practice* in discussion with the patient;
- 46.2. appropriate ongoing treatment and care to all *registered patients* and *temporary residents* taking account of their specific needs including-
 - 46.2.1. the provision of advice in connection with the patient's health, including relevant health promotion advice; and
 - 46.2.2. the referral of the patient for other services under *the Order*; and
 - 46.3. 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*.

47. For the purposes of clause 46.1, “management” includes-

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

47.2. 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.

48. For the purposes of clause 46.3, “emergency” includes any medical emergency whether or not related to services provided under the Contract.

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

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

50.1. whose application for inclusion in the Contractor’s list of patients has been refused in accordance with clauses 95 to 98 and who is not registered with another provider of *essential services* (or their equivalent) in the area of the Board;

50.2. whose application for acceptance as a *temporary resident* has been rejected under clauses 95 to 98; or

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

51. The period referred to in clause 49 is-

51.1. in the case of clause 50.1, 14 days beginning with the date on which that person’s application was refused or until that person has been registered elsewhere for the provision of *essential services* (or their equivalent), whichever occurs first;

51.2. in the case of clause 50.2, 14 days beginning with the date on which that person’s application was rejected or until that person has been subsequently accepted elsewhere as a *temporary resident*, whichever

occurs first; and

51.3. in the case of clause 50.3, 24 hours or such shorter period as the person is present in the Contractor's *practice area*.

PART 7[5]

ADDITIONAL SERVICES

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

53. The Contractor must provide each *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.

54. The Contractor shall provide the *additional services*[6] set out in clause 55 to-

54.1. its *registered patients*; and

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

55. The Contractor shall provide to the patients specified in clause 54-

55.1. [*cervical screening services*];

55.2. [*contraceptive services*];

55.3. [*vaccinations and immunisations*];

55.4. [*childhood vaccinations and immunisations*];

55.5. [*child health surveillance services*];

55.6. [maternity medical services];

55.7. [minor surgery].

56. [In addition to the *additional services* specified in clauses 54 and 55, 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 (or any one of the persons comprising the partnership where the Contractor is a partnership) was providing child health surveillance services under regulation 27 of the General Medical Services Regulations (Northern Ireland) 1997 at the date this contract is to be entered into. See article 23 of the Transitional Order – the clause should be deleted if it is not relevant]]
57. [In addition to the *additional services* specified in clauses 54 and 55, the Contractor shall provide *contraceptive services* to [specify here any patients/categories of patients (other than patients who are recorded as being on the Contractor's list of patients) to whom the Contractor (or any one of the persons comprising the partnership where the Contractor is a partnership) was providing contraceptive services under regulation 28 of the General Medical Services Regulations (Northern Ireland) 1997 at the date this contract is to be entered into. See Article 23 of the Transitional Order– the clause should be deleted if it is not relevant]]
58. [In addition to the *additional services* specified in clauses 54 and 55, the Contractor shall provide *maternity medical 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 (or any one of the persons comprising the partnership where the Contractor is a partnership) was providing contraceptive services under regulation 34 of the General Medical Services Regulations Northern Ireland 1997 at the date this contract is to be entered into. See article 23 of the Transitional Order– the clause should be deleted if it is not relevant]]
59. [Nothing in clauses 56 to 58 shall prevent the Contractor from subsequently terminating its responsibility for a patients not registered with the Contractor pursuant to clauses 139 to 143][7].

Cervical screening[8]

60. The Contractor shall-

60.1. provide the services described in clause 61; and

60.2. make such records as are referred to in clause 62,

61. The services referred to in clause 60 are-
- 61.1. 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;
 - 61.2. the performance of cervical screening tests on women who have agreed to participate in that Programme;
 - 61.3. arranging for women to be informed of the results of the test;
 - 61.4. ensuring that test results are followed up appropriately.
62. The records referred to in clause 60 are an accurate record of the carrying out of a cervical screening test, the result of the test and any clinical follow up requirements.

Contraceptive services^[9]

63. The Contractor shall make available the following services to all of its patients who request such services:
- 63.1. the giving of advice about the full range of contraceptive methods;
 - 63.2. where appropriate, the medical examination of patients seeking such advice;
 - 63.3. the treatment of such patients for contraceptive purposes and the prescribing of contraceptive substances and appliances (excluding the fitting and implanting of intrauterine devices and implants);
 - 63.4. 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;
 - 63.5. 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;

- 63.6. the giving of initial advice about sexual health promotion and sexually transmitted infections; and
- 63.7. the referral as necessary for specialist sexual health services, including tests for sexually transmitted infections.

Vaccinations and immunisations[\[10\]](#)

64. The Contractor shall-

- 64.1. offer to provide to patients all vaccinations and immunisations (excluding *childhood vaccinations and immunisations*) of a type and in the circumstances for which a fee was provided for under the 2003-04 Statement of Fees and Allowances made under regulation 37 of the General Medical Services Regulations (Northern Ireland) 1997 other than influenza vaccination;
- 64.2. provide appropriate information and advice to patients about such vaccinations and immunisations;
- 64.3. record in the patient's record kept in accordance with clauses 278 to 286 any refusal of the offer referred to in clause 64.1;
- 64.4. where the offer is accepted, administer the vaccinations and immunisations, and include in the patient's record kept in accordance with clause 278 to 286-
 - 64.4.1. 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;
 - 64.4.2. the batch numbers, expiry date and title of the vaccine;
 - 64.4.3. the date of administration;
 - 64.4.4. in a case where two vaccines are administered in close succession, the route of administration and the injection site of each vaccine;

64.4.5. any contraindications to the vaccination or immunisation; and

64.4.6. any adverse reactions to the vaccination or immunisation.

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

Childhood vaccinations and immunisations[\[11\]](#)

66. The Contractor shall-

66.1. offer to provide to children all vaccinations and immunisations of a type and in the circumstances for which a fee was provided for under the 2003-04 Statement of Fees and Allowances made under regulation 37 of the General Medical Services Regulations (Northern Ireland) 1997;

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

66.3. record in the patient's record kept in accordance with clause 278 to 286 any refusal of the offer referred to in clause 66.1;

66.4. where the offer is accepted, administer the vaccinations and immunisations, and include in the patient's record kept in accordance with clauses 278 to 286-

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

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

66.4.3. the date of administration;

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

66.4.5. any contraindications to the vaccination or immunisation; and

66.4.6. any adverse reactions to the vaccination or immunisation.

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

Child health surveillance[\[12\]](#)

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

68.1. provide the services described in clause 69, 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

68.2. maintain such records as are specified in clause 70.

69. The services referred to in clause 68.1 are-

69.1. the monitoring-

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

69.1.2. on any occasion when the child is examined or observed by or on behalf of the Contractor (whether pursuant to clause 69.2 or otherwise),

of the health, well-being and physical, mental and social development (all of which characteristics are referred to in clauses 69 to 71 as “development”) of the child while under the age of 5 years with a view to detecting any deviations from normal development;

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

70. The records referred to in clause 68.2 are an accurate record of-

70.1. 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

70.2. the responses (if any) to offers made to the child's *parent* for the child to undergo any examination referred to in clause 69.2.

Maternity medical services[\[13\]](#)

71. The Contractor shall-

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

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

71.3. 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.

72. In clause 71-

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

72.2. "maternity medical services" means-

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

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

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

Minor surgery[\[14\]](#)

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

74. The Contractor shall ensure that its record of any treatment provided pursuant to clause 73 includes the consent of the patient to that treatment.

PART 8[15](#)

OUT OF HOURS SERVICES

75. Subject to clause 76, the Contractor shall provide-

75.1. the services which must be provided in *core hours* pursuant to clauses 45 to 51; and

75.2. such additional services (if any) as are included in the Contract pursuant to clauses 54 and 55.

during the *out of hours period*.

76. The Contractor shall only be required to provide the services specified in clause 75 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*.

77. 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.

78. Where the Contractor is –

78.1. 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 (“exempt contractor”) who meets the requirements specified in article 19(4) of *the Transitional Order*; or

78.2. 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 to such patients,

the Contractor shall continue to provide such services to the patients of the exempt contractor for as long as the Contract subsists.

PART 9

PATIENTS

Persons to whom services are to be provided

79. Except and unless it is stated otherwise elsewhere in the Contract in respect of particular services, the Contractor shall provide services under the Contract to:

79.1. *registered patients,*

79.2. *temporary residents,*

79.3. persons to whom the Contractor is required to provide immediately necessary treatment under clause 46.3 or 49,

79.4. any person for whom the Contractor is responsible under clause 78; and

79.5. RESERVED

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

Patient registration area

80. 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 specified in Schedule 3.

List of patients

81. The status of the Contractor's list of patients is as specified in Schedule 3.
82. If it is specified in Schedule 3 that the Contractor's list is *closed* on the commencement of the Contract, it shall remain *closed* for as long as the Contract subsists unless the Contractor notifies the Board in writing of its intention to re-open the list before the end of that period and of the date on which it will re-open. If the Contractor does re-open its list pursuant to this clause, it shall not be entitled to close it again during the subsistence of the Contract.
83. The Board shall prepare and keep up to date a list of the patients-
- 83.1. who have been accepted by the Contractor for inclusion in its list of patients under clauses 86 to 90 who have not subsequently been removed from that list under clauses 101 to 138; and
- 83.2. who have been assigned to the Contractor under clauses 144 and 145,
- and the Board shall also include in the Contractor's list of patients, from the commencement of the Contract, those patients specified in clauses 84 and 85 (where those clauses are relevant to the Contractor).
84. The patients specified for the purposes of clause 83 are-
- 84.1. those patients who, on 31st 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-
- 84.1.1. the Contractor, if the Contractor is an individual medical practitioner, or
- 84.1.2. any of the two or more medical practitioners practising in partnership who have entered into the contract, if the Contractor is a partnership; and
- 84.2. any patient who, on or before 31st March 2004, had been assigned to the Contractor, or any one of the persons specified in clause 84.1.2, 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 84.1 [\[16\]](#).

85. 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) or (6) of the General Medical Services Regulations (Northern Ireland) 1997, the patients specified for the purpose of clause 83 are all of the patients who, on the date on which the temporary arrangements came to an end, were-

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

85.2. included on the list of that medical practitioner (for whom the temporary arrangements were in place). [\[17\]](#)

Application for inclusion in a list of patients

86. The Contractor may 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

87. Subject to clause 88, an application for inclusion in the Contractor's list of patients shall be made by delivering to the *practice premises* a *medical card* or an application signed (in either case) by the applicant or a person authorised by the applicant to sign on his behalf.

88. An application may be made-

88.1. on behalf of any *child*-

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

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

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

88.2. 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.

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

90. On receipt of a notice under clause 89, 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

91. The Contractor may accept a person as a *temporary resident* provided it is satisfied that the person is-

91.1. 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

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

92. For the purposes of clause 91, 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.

93. 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.

94. 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 writing of any person whom it accepted as a *temporary resident*.

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

95. The Contractor shall only refuse an application made under clauses 86 to 94 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.

96. The reasonable grounds referred to in clause 95 shall, in the case of applications made under clauses 86 to 90 include the ground that the applicant does not live in the Contractor's *practice area*.

97. If the Contractor refuses an application made under clauses 86 to 94, 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.

98. The Contractor shall keep a written record of refusals of applications made under clauses 86 to 90 and of the reasons for them and shall make this record available to the Board on request.

Patient preference of practitioner

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

99.1. 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

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

100. The Contractor shall endeavour to comply with any reasonable preference expressed under clause 99 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

101. 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*.
102. Where the Board receives notification from the Contractor under clause 101, 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.
103. A removal under clause 102 shall take effect-
- 103.1. 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
- 103.2. 14 days after the date on which the notification or request made under clause 101 or 102 respectively is received by the Board,
- whichever is the sooner.
104. The Board shall, as soon as practicable, notify in writing-
- 104.1. the patient; and
- 104.2. 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 103.
105. In clauses 104, 106, 115.1, 121, 122, 127, 128 and 134 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-
- 105.1. in the case of a patient who is a *child*, a *parent* or other person referred to in clause 88.1; or

105.2. 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

106. Subject to clauses 116 to 122, where the Contractor has reasonable grounds for wishing a patient to be removed from its list of patients which do not relate to the applicant's race, gender, social class, marital status, age, religion, political opinion, sexual orientation, appearance, disability, medical condition or whether or not the applicant has dependants, the Contractor shall-

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

106.2. subject to clause 107, notify the patient in writing of its specific reasons for requesting removal.

107. 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 106 may consist of a statement that there has been such a breakdown in the relationship between the patient and the Contractor.

108. Except in the circumstances specified in clause 109, the Contractor may only request a removal under clause 106, 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.

109. The circumstances referred to in clause 108 are that-

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

109.2. the Contractor has reasonable grounds for believing that the issue of such a warning would-

109.2.1. be harmful to the physical or mental health of the patient, or

109.2.2. put at risk the safety of one or more of the persons specified in clause 110; or

- 109.3. it is, in the opinion of the Contractor, not otherwise reasonable or practical for a warning to be given.
110. The persons referred to in clause 109 are-
- 110.1. if the Contractor is an individual medical practitioner, the Contractor;
- 110.2. if the Contractor is a partnership, a partner in the partnership;
- 110.3. a member of the Contractor's staff;
- 110.4. a person engaged by the Contractor to perform or assist in the performance of services under the Contract; or
- 110.5. any other person present on the *practice premises* or in the place where services are being provided to the patient under the Contract.
111. The Contractor shall record in writing the date of any warning given in accordance with clause 108 and the reasons for giving such a warning as explained to the patient, or the reason why no such warning was given.
112. The Contractor shall keep a written record of removals under clause 106 which shall include the reason for removal given to the patient, the circumstances of the removal and in cases where clause 107 applies, the grounds for a more specific reason not being appropriate, and the Contractor shall make this record available to the Board on request.
113. A removal requested in accordance with clause 106 shall, subject to clause 114, 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.
114. Where, on the date on which the removal would take effect under clause 113, 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.
115. The Board shall notify in writing-

115.1. the patient; and

115.2. 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 113 or 114.

Removals from the list of patients who are violent

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

116.1. the patient has committed an act of violence against any of the persons specified in clause 117 or behaved in such a way that any such person has feared for his safety; and

116.2. it has reported the incident to the police,

the Contractor shall notify the Board in accordance with clause 118.

117. The persons referred to in clause 116 are-

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

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

117.3. a member of the Contractor's staff;

117.4. a person employed or engaged by the Contractor to perform or assist in the performance of services under the Contract; or

117.5. any other person present on the *practice premises* or in the place where services were provided to the patient under the Contract.

118. Notification under clause 116 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).
119. The Board shall acknowledge in writing receipt of a request from the Contractor under clause 116.
120. A removal requested in accordance with clause 116 shall take effect at the time the Contractor makes the telephone call to the Board, or sends or delivers the notification to the Board.
121. Where, pursuant to clauses 116 to 120, 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-
- 121.1. it is not reasonably practicable for it to do so; or
- 121.2. 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 117.
122. Where the Board has removed a patient from the Contractor's list of patients in accordance with clause 120 it shall give written notice of the removal to that patient.
123. Where a patient is removed from the Contractor's list of patients in accordance with clauses 116 to 122, 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

124. 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.
125. A removal in accordance with clause 124 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.

126. The Board shall notify the Contractor in writing of persons removed from its list of patients under clause 124.

Removals from the list of patients who have moved

127. Subject to clause 128, 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-

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

127.2. 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

127.3. inform the patient that if, after the expiration of 30 days from the date of the advice referred to in clause 127.2, 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.

128. If, at the expiration of the period of 30 days referred to in clause 127.3, 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.

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

129.1. 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

129.2. 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.

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

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

130.2. is in Her Majesty's Forces;

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

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

130.5. has died.

131. A removal in accordance with clause 130 shall take effect-

131.1. in the cases referred to in clauses 130.1 to 130.3 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;

131.2. in the cases referred to in clauses 130.4 and 130.5 from the date on which the Board first receives notification of the absence or death.

132. The Board shall notify the Contractor in writing of patients removed from its list of patients under clause 130.

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

133. 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-

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

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

134. The Board shall notify the Contractor and, where practicable, the patient, of a removal under clause 133.

135. A notification to the patient under clause 134 shall inform him of-

135.1. 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

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

Removals from the list of pupils etc of a school

136. 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 persons who do not appear on particulars of persons who are pupils at or staff or residents of that school provided by that school.

137. Where the Board has made a request to a school to provide the particulars mentioned in clause 136 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.

138. The Board shall notify the Contractor in writing of patients removed from its list of patients under clause 136.

Termination of responsibility for patients not registered with the Contractor

139. Where the Contractor-

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

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

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

139.1.3. on behalf of a person mentioned in clause 139.1.1 or 139.1.2, from one of the persons specified in clause 88; and

139.2. 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 140.

140. The circumstances referred to in clause 139 are-

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

140.2. 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

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

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

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

141. If the Contractor wishes to terminate its responsibility for a patient under clause 140.2, it shall notify the patient of the termination and the reason for it.

142. The Contractor shall keep a written record of terminations under clause 139 to 141 and of the reasons for them and shall make this record available to the Board on request.

143. A termination under clause 140.2 shall take effect-

143.1. from the date on which the notice is given where the grounds for termination are those specified in clause 116; or

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

Assignment of patients to open lists

144. The Board may, subject to clause 146, assign a new patient to the Contractor if its list is open.

145. In this clause, a “new” patient means a person who-

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

145.2. 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

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

Factors relevant to assignments

146. In making an assignment to the Contractor under clause 144, the Board shall have regard to-

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

146.2. the distance between the patient’s place of residence and the Contractor’s *practice premises*;

146.3. 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 106 to 115 or the equivalent provision in relation to an *Article 15B provider* in the area of the Board;

146.4. whether the patient's name has been removed from the list of patients of any contractor in the area of the Board under clauses 116 to 123 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;

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

PART 10

PRESCRIBING AND DISPENSING

147. 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 a General Medical Services Contract.

Prescribing

148. 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 149 to 155 and clause to.

149. Subject to clauses 168 to 176, 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.

150. RESERVED

151. 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-

151.1. the *prescription form* shall not refer to any previous *prescription form*; and

151.2. a separate *prescription form* shall be used for each patient.

152. 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-

- 152.1. use only the *prescription form* provided specially for the purposes of supply by instalments;
 - 152.2. specify the number of instalments to be dispensed and the interval between each instalment; and
 - 152.3. order only such quantity of the drug as will provide treatment for a period not exceeding 14 days.
153. 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 152.
154. In a case of urgency a *prescriber* may request a *chemist* to dispense a drug or medicine before a *prescription form* is issued, but only if:
- 154.1. that drug or medicine is not a *Scheduled drug*;
 - 154.2. 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
 - 154.3. he undertakes to furnish the *chemist*, within 72 hours, with a *prescription form* completed in accordance with clause 151.
155. In a case of urgency a *prescriber* may request a *chemist* to dispense an appliance before a *prescription form* is issued, but only if-
- 155.1. 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;
 - 155.2. 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
 - 155.3. he undertakes to furnish the *chemist*, within 72 hours, with a *prescription form* completed in accordance with clause 151.

Repeatable prescribing services

Clauses 156 to 167 - RESERVED

Restrictions on prescribing by medical practitioners

168. 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 a general medical services contract but may, subject to clause 325, prescribe such a drug, medicine or other substance for that patient in the course of that treatment under a private arrangement.

169. In the course of treating a patient to whom he is providing treatment under the Contract, a medical practitioner shall not order on a *prescription form* or a drug, medicines 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 can only be ordered for specified patients and specified purposes unless-

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

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

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

but may, subject to clause 325, prescribe such a drug, medicine or other substance for that patient in the course of that treatment under a private arrangement.

170. 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-

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

170.2. the practitioner endorses the face of the form with the reference "SL2",

but may, subject to clause 325, prescribe such an appliance for that patient in the course of that treatment under a private arrangement.

171. RESERVED

Restrictions on prescribing by *supplementary prescribers*

172. 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 –

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

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

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

as a *supplementary prescriber* only under the conditions set out in clause 173.

173. The conditions referred to in clause 172 are that –

173.1. 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;

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

173.3. 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 a general medical services contract;

173.4. 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 -

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

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

173.4.3. if the *supplementary prescriber* is giving a prescription, he endorses the face of the form with the reference "SL2".

174. 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 -

174.1.1. an appliance; or

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

as a *supplementary prescriber* under the conditions set out in clause 175.

175. The conditions referred to in clause 174 are that -

175.1. 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 -

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

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

175.1.3. 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,

- 175.1.4. reference to the class or description of medicines or types of appliances which may be prescribed or administered under the plan,
- 175.1.5. 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,
- 175.1.6. relevant warnings about known sensitivities of the patient to, or known difficulties of the patient with, particular medicines or appliances,
- 175.1.7. the arrangements for notification of -
- 175.1.7.1. 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,
 - 175.1.7.2. 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
 - 175.1.7.3. 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;
- 175.2. 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;
- 175.3. 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;
- 175.4. 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 a general medical services contract;

175.5. 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 -

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

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

175.5.3. when giving the prescription, he endorses the face of the form with the reference "SL2";

175.6. if it is a prescription for a medicine -

175.6.1. 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

175.6.2. subject to clause 177, 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,

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

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

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

175.8.2. the appliance is prescribed only for the purposes specified in respect of that

person in that entry, and

175.8.3. when giving the prescription, he endorses the face of the form with the reference "SL2".

176. In clause 175.1, "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 –

176.1. the patient to whom the plan relates;

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

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

177. 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 175.6.2 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

Clauses 178 to 181 - RESERVED

178.

Excessive prescribing

182. 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

183. 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 184 to 185.

184. 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 185.—

185. The conditions referred to in clause 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 or inadequacy of means of communication or other exceptional circumstances.

Clauses 186 to 188 - RESERVED

186.

189. The Board shall not, under clause 184, 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.

189.1.

190. The Board shall give the Contractor reasonable notice—

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

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

191. RESERVED

191.1.1.

192. Where the Contractor is required under clauses 183 and 184 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*.

193. In clause 185 and “chemist” has the same meaning as in the *Pharmaceutical Regulations*.

Consent to dispense

Clauses 194 to 199 - RESERVED

193.1.

Terms relating to the provision of *dispensing services*

200. Where the Contractor which has been required to provide *dispensing services* under clauses 183 or 184, it shall ensure that *dispensing services* are provided in accordance with clauses 201 to 209.

201. Subject to clauses 202 and 203, the Contractor providing *dispensing services* shall –

201.1. 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 151;

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

201.3. 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 –

201.3.1. that patient is a person of the specified description, and

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

- 201.4. 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*.
202. Clause 201 does not apply to drugs, medicines or appliances ordered on a *prescription form* by an *independent nurse prescriber*.
203. 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.
204. Drugs, medicines or appliances provided under clause 203 shall be provided in a suitable container.
205. 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 a *general medical services contract*, except that, where it has ordered a drug or medicine which has an appropriate non-proprietary name either by the name or by its formula, it may provide a drug or medicine which has the same specification notwithstanding that it is a drug or medicine specified in such directions (but, in the case of a drug or medicine which combines more than one drug, only if the combination has an appropriate non-proprietary name).
206. Subject to clause 208, nothing in clauses 200 to 205, 207 and 209 shall prevent a medical practitioner providing a *Scheduled drug* or a *restricted availability appliance* in the course of treating a patient under a private arrangement.
207. If the Contractor is providing *dispensing services*, it shall comply with paragraph 14A of Schedule 2 to the *Pharmaceutical Regulations*, modified as follows –
- 207.1. for “paragraph 13(a)”, substitute “sub-paragraph (3)(a)”;
- 207.2. for “paragraph 11A(2)”, substitute “sub-paragraph (5)”;
- 207.3. 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

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

208. The provisions of Part 15 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.

209. 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

210. If the Contractor is required by the Board under clauses 183 or 184 to provide *dispensing services* to its patients and is actually doing so, the Board shall include-

210.1. the Contractor’s name; and

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

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

211. The Board shall remove the name of the Contractor from the list referred to in clause 210 where the Contractor ceases to provide *dispensing services* to its patients.

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

212. The Contractor—

212.1. 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

212.2. 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.