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Standard Personal Medical Services Agreement

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Standard Personal Medical Services (PMS) Agreement

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Equalities and health inequalities statement

"Promoting equality and addressing health inequalities are at the heart of NHS England's values. Throughout the development of the policies and processes cited in this document, we have:

- given due regard to the need to eliminate discrimination, harassment and victimisation, to advance equality of opportunity, and to foster good relations between people who share a relevant protected characteristic (as cited under the Equality Act 2010) and those who do not share it;
- given regard to the need to reduce inequalities between patients in access to, and outcomes from, healthcare services and in securing that services are provided in an integrated way where this might reduce health inequalities."

Contents

1 Definitions and Interpretation 9
2 Status of this Agreement 43
3 Commencement and Duration of this Agreement 44
4 Representatives 44
5 Performance and Warranties 44
6 Reserved 46
7 Services and Attendance on Patients 46
Premises 48
Contact with the Practice 48
Attendance outside Practice Premises 50
Telephone Services 51
Cost of Relevant Calls 52
Cessation of service provision: information requests 53
Private services 53
8 Service Environment 55
9 Quality Standards 55
10 Level of Skill 57
11 Clinical Governance 57
12 Clinical Reports & Co-operation 58
13 Storage of Vaccines 59
14 Infection Control 60
15 Criteria for Out of Hours Services 60
16 Out of Hours Services: Quality Standards and Monitoring 60
17 Supply of Medicines etc. by Contractor providing Out of Hours Services 61
18 Opt outs of Out of Hours Services 69
Informing patients of opt outs 72
19 Staff 72
20 Persons Who Shall Perform the Services 75
Qualifications of Performers 75
Conditions for employment and engagement 76

Appraisal and Assessment *79*
21 Training 80
22 Arrangements for GP Specialty Registrars 81
23 Doctors with Provisional Registration 81
24 Notification Requirements in respect of Relevant Prescribers 82
25 Signing Of Documents 85
26 Certificates 86
27 Sub-Contracting of Clinical Matters 90
28 Insurance 96
29 Patient Records 97
30 Summary Care Record 101
31 Electronic Transfer of Patient Record 102
32 Clinical Correspondence: Requirement for NHS Number 104
33 Patient online services 106
34 Personal Data 116
35 Practice Leaflet 117
36 Friends and Family Test 118
37 Requirement to have and maintain an online presence 119
38 Provision of Information 122
39 Provision of Information to a Medical Officer etc. 147
40 Annual Return and Review 149
41 Notices to the Commissioner 150
42 Notification of Deaths 153
43 Notifications to Patients following variation of this Agreement 153
44 Entry and Inspection by the Commissioner 154
45 Entry and Inspection by the Care Quality Commission 154
46 Entry and viewing by Local Healthwatch organisations 155
47 Counter Fraud and Security Management 155
48 Payment 156
49 Limitation of Liability 160
50 Indemnity 160
51 Complaints 160

52 Co-operation with Investigations 161
53 Variation of this Agreement 166
54 Registered Patients from outside Practice Area: variation of Agreement 171
55 Saving in respect of the Patient Choice Extension Scheme 173
56 Termination by Agreement 174
57 Termination on Death 174
58 Termination by Serving Notice 174
59 Late Payment Notices 175
60 Termination by the Commissioner for the provision of untrue etc. information 176
61 Termination by the Commissioner on Fitness Grounds 177
62 Termination by the Commissioner for a Serious Breach 184
63 Termination by the Commissioner for Unlawful Sub-Contracting 184
64 Termination by the Commissioner: Remedial Notices and Breach Notices .. 185
65 Termination by the Commissioner: Additional Provisions 186
66 Agreement Sanctions 187
67 Agreement Sanctions and the NHS Dispute Resolution Procedure 188
68 Termination and the NHS Dispute Resolution Procedure 190
69 Consequences of Termination 191
70 Dispute Resolution 195
71 Intellectual Property 195
72 Staff Transfers 195
73 Major Incidents 204
74 Fees 204
75 Gifts 209
76 Compliance with Legislation and Guidance 211
77 Survival of Terms 211
78 Entire Agreement 212
79 Governing Law and Jurisdiction 212
80 Waiver, Delay or Failure to Exercise Rights 213
81 Relationship between the Parties 213

82 Force Majeure 214
83 Severance 215
84 Service of Notice 216
85 Data Protection 217
86 Freedom of Information 218
87 Confidentiality 220
88 NHS Branding 221
89 Discrimination 221
Schedule 1 Service Specification 224
Part 1 - Core Objectives and Practice Specific Objectives 224
Schedule 2 Calculation of Service Price/Charges 227
Schedule 3 List of Prescribed Medical Certificates 228
Schedule 4 Prescribing 230
Schedule 5 Patients 257
Schedule 6 NHS Dispute Resolution Procedure 333
Schedule 7 Premises 337
Schedule 8 Complaints Requirements 338
Schedule 9 Representatives 342
Contractor Board Directors 342
Contractor Contract Managers 342
Integrated Care Board (clause 6.1) 342
Integrated Care Board contractor liaison (clause 6.2) 342
Schedule 10 Exit Plan 343
Schedule 11 Transferring Employees and Staff Pensions 344
Schedule 12 Practice Leaflet 347
Schedule 13 Quality and Outcomes Framework – Indicators no longer in the Quality and Outcomes Framework 350
Schedule 14 Dispensing Doctors 352
Schedule 15 Suspension and reactivation of this Agreement 383

THIS AGREEMENT is made on the [insert date] day of [insert month and year]

BETWEEN

(1) NHS [Insert Name] Integrated Care Board whose registered office is at [**]] (the "Commissioner"); and

(2) [insert practice name] [of[**]] [LIMITED (company number [**]) whose registered office is at [**]] (the "Contractor").[1]

BACKGROUND

A The Commissioner is an Integrated Care Board, a statutory body established under Chapter A3 of Part 2 of the National Health Service Act 2006.[1]

B NHS England is a statutory body established pursuant to section 1H of the National Health Service Act 2006. It is the duty of NHS England to exercise its powers so as to provide or secure the provision of primary medical care services.

C In order to achieve this objective NHS England is empowered under section 83 of the National Health Service Act 2006 to make such arrangements for the provision of primary medical care services as it thinks fit.

D Under section 65Z5(1) of the National Health Service Act 2006, NHS England has arranged for such functions to be exercised by the Commissioner in respect of the area for which the Commissioner is established. The details of those functions delegated by NHS England to the Commissioner, those functions reserved to NHS England, and on what terms, are set out within the delegation agreement between NHS England and the Commissioner as in force from time to time.

[1] Chapter A3 of Part 2 is inserted by section 19(2) of the Health and Care Act 2022.

E The Commissioner is now entering into this Agreement for the provision of the Services with the Contractor from and including the Commencement Date.

In consideration of the mutual covenants and undertakings set out below THE PARTIES AGREE as follows:

1 Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following terms have the following meanings:

"**the 2006 Act**" means the National Health Service Act 2006;

"**the 2015 Regulations**" means the National Health Service (Personal Medical Services Agreements) Regulations 2015;

"**Accountable GP**" means a general medical practitioner assigned to a Registered Patient in accordance with paragraphs 4 or 30 of Schedule 5;

"**Adjudicator**" means the Secretary of State or a person or persons appointed by the Secretary of State under section 9(8) of the 2006 Act or under regulation 76(5)(b) of the PMS Regulations;

"**Advanced Electronic Signature**" means an electronic signature which meets the following requirements:

(a) it is uniquely linked to the Signatory;

(b) it is capable of identifying the Signatory;

(c) it is created using Electronic Signature Creation Data that the Signatory can, with a high level of confidence, use under the Signatory's sole control; and

(d) it is linked to the data signed in such a way that any subsequent change in the data is detectable;

"**Affected Party**" means, in the context of clause 82, the party to this Agreement whose performance of obligations under this Agreement have been affected by the Force Majeure Event;

"**Agreement Sanction**" shall have the meaning stated in clause 66.1;

"**Annual Contract Value**" means the amount payable by the Commissioner for the Services in any given Contract Year as such amount is adjusted in accordance with the provisions of this Agreement, and which is for the first Contract Year the pro-rated amount stated in Schedule 2 the amount stated in

Schedule 2 such sum being the annualised amount which would have been payable had the Agreement commenced on 1st April and been in force for the full Contract Year;

"**Appliance**" means an Appliance which is included in a list for the time being approved by the Secretary of State for the purposes of section 126 the 2006 Act;

"**Appropriate Person**" means:

(a) in relation to a person who has not attained the age of 16 years, means a person mentioned in clauses 5.4.1.1, 5.4.1.2 or 5.4.1.3;

(b) in relation to a person who lacks capacity:

(i) to make an application or provide information to, to accept an offer from, or otherwise communicate with, the Contractor; or

(ii) to authorise the making of an application or provision of information to, the acceptance of an offer from, or other communication with, the Contractor on their behalf;

means a person mentioned in clause 5.4.2.1, 5.4.2.2 or 5.4.2.3;

"**Approved Medical Practice**" shall be construed in accordance with 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 Armed Forces of the Crown;

"**Armed Forces of the Crown**" means the forces that are "regular forces" or "reserve forces" within the meaning given in section 374 of the Armed Forces Act 2006 (definitions applying for the purposes of the whole Act);

"**Assessment Panel**" means the panel appointed by the Commissioner under paragraph 25 of Schedule 5 of this Agreement;

"**Authorised NHS Parties**" means any NHS body which is authorised by the Commissioner in accordance with this Agreement and notified to the Contractor;

"authorised person", in relation to a Patient, is a person who is entitled to make an application for pharmaceutical services on behalf of the Patient by virtue of regulation 116(a) to (c) of the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013 (authorised persons to apply for services);

"**Bank Holiday**" means any day that is specified or proclaimed as a bank holiday in England pursuant to section 1 of the Banking and Financial Dealings Act 1971;

"**Batch Issue**" means a form, in the format required by NHS England and approved by the Secretary of State which:

(a) is issued by a repeatable Prescriber at the same time as a Non-Electronic Repeatable Prescription to enable a Chemist or person providing dispensing services to receive payment for the provision of Repeat Dispensing Services;

(b) relates to a particular Non-Electronic Repeatable Prescription and contains the same date as that prescription;

(c) is generated by a computer and not signed by a repeatable Prescriber;

(d) is issued as one of a sequence of forms, the number of which is equal to the number of occasions on which the drugs, medicines or Appliances ordered on the Non-Electronic Repeatable Prescription may be provided; and

(e) has included on it a number denoting its place in the sequence referred to in paragraph (d) above;

"**Breach Notice**" means a notice on the Contractor requiring the Contractor not to repeat the breach of this Agreement;

"**CCT**" means Certificate of Completion of Training awarded under section 34L(1) of the Medical Act 1983 (award and withdrawal of a Certificate of Completion of Training) including any such certificate awarded in pursuance of the competent authority functions of the General Medical Council specified in section 49B of, and Schedule 4A to, that Act;

"**Cabinet Office Statement**" means the Cabinet Office Statement on Staff Transfers in the Public Sector 2000 (January 2000 as revised in November 2007 and as may be further amended from time to time) and Fair Deal;

"**Caldicott Guardian**" means the person(s) appointed by the Contractor from time to time to act as Caldicott Guardian (as such a term is understood in the NHS from time to time);

"**Caldicott Guardian Manual 2010**" means the document or information known from time to time as such, and any successor document or information;

"**Care Quality Commission Standards**" means the standards which the Care Quality Commission or any successor body to it enforces or develops and which are applicable to the Contractor;

"**Change in Law**" means the coming into effect or repeal (without re-enactment or consolidation) in England and Wales of any law, or any judgment of a relevant court of law which changes binding precedent in England and Wales in each case after the date of this Agreement;

"**Charity Commissioners**" means the Charity Commissioners for England and Wales appointed under the relevant legislation, or such other persons or organisation as succeeds or replaces them from time to time;

"**Charity Trustee**" means one of the persons having the general control and management of the administration of a charity;

"**Chemist**" means:

(a) a person lawfully conducting a retail pharmacy business in accordance with section 69 of the Medicines Act 1968 (general provisions); or

(b) a supplier of Appliances;

who is included in the list held by NHS England under section 129 of the 2006 Act (regulations as to pharmaceutical services), or a local pharmaceutical services scheme made under Schedule 12 to the Act (LPS Schemes);

"**Child**", other than in part 16A of Schedule 5, means a person under the age of 16 years;

"**Chiropodist or Podiatrist Independent Prescriber**" means a person who:

(a) is engaged or employed by a party to the Agreement; and

(b) is registered in Part 2 of the register maintained under article 5 of the Health and Social Work Professions Order 2001 (establishment and maintenance of register), and against whose name in that register is recorded an annotation signifying that the chiropodist or podiatrist is qualified to order drugs, medicines and appliances as a chiropodist or podiatrist independent prescriber;

"**Clinical Report**" means a report prepared by or on behalf of the Contractor in relation to a consultation with or any treatment of a Patient;

"**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;

"**Commencement Date**" means [INSERT DATE HERE][2];

"**Commissioner Representative**" means the person appointed by the Commissioner from time to time in accordance with the provisions of this Agreement as the main point of contact for the Contractor;

"**the Commissioner**" means the Integrated Care Board whose name and address appears at the beginning of this Agreement;

[2] This date to be inserted here will depend on the circumstances of use. This should be determined between the parties and their advisors

"**Complaint**" means any information received by the Commissioner or the Contractor from any source relating to the provision of the Services or the conduct or competence of a person employed or engaged or connected with the delivery or performance of the services;

"**Complaints Regulations**" means the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009;

"**Confidentiality Code of Practice for NHS Staff**" means the code of practice bearing this or a similar name which applies to NHS staff from time to time, or any similar or equivalent code of practice which succeeds it;

"**Confidentiality Directions**" means the Confidentiality and Disclosure of Information: General Medical Services, Personal Medical Services and Alternative Provider Medical Services Directions 2013;

"**Confidential Information**" means all information in any form or medium which is not publicly available (either in its entirety or in the precise configuration or assembly of its components), together with any copies of that information in any form or medium or any part or parts of that information including accounts, business plans, strategies and financial forecasts, tax records, correspondence, designs, drawings, manuals, specifications, customer, sales or supplier information, technical or commercial expertise, software, formulae, processes, methods, knowledge, know-how and trade secrets);

"**Contract Month**" means a calendar month provided that the first Contract Month shall be deemed to be the period commencing on the date of this Agreement and ending on the last day of the calendar month in which the date of this Agreement falls and the last Contract Month shall be deemed to be the period commencing on the first day of the calendar month in which this Agreement terminates or expires and ending on the date on which this Agreement terminates or expires;

"**Contract Year**" means the period of twelve (12) Contract Months commencing on the 1st April in any year;

"**Control**" shall have the meaning specified in section 416 of the Income and Corporation Taxes Act 1988;

"**Contractor**" means a person or persons other than the Commissioner who is a party, or are parties, to this Agreement;

"**Contractor Board Directors**" means the individuals designated as such by the Contractor in accordance with Schedule 9 of this Agreement (as may be amended from time to time by the Contractor);

"**Contractor Contract Managers**" means the individuals designated as such by the Contractor in accordance with Schedule 9 of this Agreement (as may be amended from time to time by the Contractor);

*"***contractor's EPS phase 4 date***"* means the date, encoded within the Electronic Prescription Service software, which is the date that a contractor has agreed is to be the date on and after which the contractor's prescribers are to use the Electronic Prescription Service for all eligible prescriptions;

"**Contractor's List of Patients**" means the list prepared and maintained by the Commissioner under paragraph 3 of Schedule 5 of this Agreement and references to the Contractor having a List of Patients shall be interpreted accordingly;

"**Contractor's Practice Area**" means the area specified in this Agreement as the area in which Essential Services are to be provided;

"**Contractor's Premises**" means an address specified in Schedule 7 of this Agreement as one at which services are to be provided under this Agreement and shall be interpreted synonymously with the expression "Practice Premises";

"**Contractor Representative**" means the person appointed by the Contractor from time to time in accordance with the provisions of this Agreement as the main point of contact for the Commissioner and the Commissioner Representative;

"**Contractor Staff**" means any and all individuals who are employed or engaged by the Contractor or any other employer (including, without limitation, the Transferring Employees) at any time after the Commencement Date and who at any time after such date are concerned with all or any of the Services provided under the Agreement;

"**Core Hours**" means, subject to clause 53A, the period beginning at 8.00am and ending at 6.30pm on any day except Saturday, Sunday, Good Friday, Christmas Day or Bank Holidays;

"**Data Protection Legislation**" means (i) the GDPR and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to the processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

"**Default Interest Rate**" means the rate of interest prescribed by the Late Payment of Commercial Debts (Interest) Act 1998;

"**the detained estate healthcare service**" means the healthcare service commissioned by NHS England in respect of persons who are detained in prison or in other secure accommodation by virtue of regulations made under section 3B(1)(c) of the 2006 Act;[3]

"**Digital Practice Area Map**" means a map of the practice area produced on digital tools provided by NHS England;

"**Directly Bookable Appointment**" means an appointment of a type which, in line with the guidance entitled "Directly bookable appointments — guidance for practices" issued by NHS England[4], is available for booking by a Registered Patient or an appropriate person on their behalf;

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3 Regulation 10 of the National Health Service Commissioning Board and Clinical Commissioning Groups (Responsibilities and Standing Rules) Regulations 2012 (S.I. 2012/2996) and amended by S.I. 2013/261 and S.I. 2014/452.

4 This guidance, published in September 2022, is available at https://www.england.nhs.uk/gp/investment/gp-contract/digital-requirements-guidance/. Hard copies are available from NHS England, Digital First Primary Care team, Wellington House, 133-155 Waterloo Road, South Bank, London, SE1 8UG.

"**Dispenser**" means a Chemist, medical practitioner or Contractor whom a Patient wishes to dispense the patient's Electronic Prescriptions;

"**Dispensing Services**" means the provision of drugs, medicines or Appliances that may be provided as pharmaceutical services by a medical practitioner in accordance with arrangements made under section 126 (arrangements for pharmaceutical services) and section 129 (regulations as to pharmaceutical services) of the 2006 Act;

"**DPA 2018**" means the Data Protection Act 2018;

"**Drug Tariff**" means the publication known as the Drug Tariff which is published by the Secretary of State and which is referred to in section 127(4) (arrangements for additional pharmaceutical services) of the 2006 Act;

"**Electronic Communication**" has the same meaning as in section 15 of the Electronic Communications Act 2000 (general interpretation);

"**Electronic Prescription**" means an Electronic Prescription Form or an Electronic Repeatable Prescription;

"**Electronic Prescription Form**" means a Prescription Form which falls within paragraph (b) of the definition of "Prescription Form";

"**Electronic Prescription Service**" means the service of that name which is managed by NHS England;

"**Electronic Repeatable Prescription**" means a Prescription Form which falls within paragraph (a)(ii) of the definition of "Repeatable Prescription";

"**Electronic Signature**" means data in electronic form which is attached to or logically associated with other data in electronic form and which is used by the Signatory to sign;

"**Electronic Signature Creation Data**" means unique data which is used by the Signatory to create an Electronic Signature;

"**Eligible Employee**" means each Transferring Employee who immediately before the Commencement Date was a member of or was entitled to become

a member of or but for the staff transfer to the Contractor or Sub-Contractor would have been entitled to become a member of the NHS Scheme;

"**Employing Authority**" means an employing authority as defined in the NHS Scheme Regulations;

"**Employment Liabilities**" means any costs, claims, demands, fines, or expenses (including reasonable legal and other professional expenses) and all losses, damages, compensation and other liabilities including those incurred by or attributed to any sub-Contractor of the Contractor (which shall include any incurred as a result of an indemnity or warranty given, or to be given by the Contractor to a sub-Contractor);

"**Employee Liability Information**" means the information set out in regulation 11 of TUPE;

"English Health Service Medicine" means a medicinal product used to any extent for the purposes of the health service continued under section 1(1) of the 2006 Act;

"**Enhanced Services**" means

(a) services other than Essential Services, Minor Surgery or Out of Hours Services, or

(b) Essential services, Minor Surgery or Out of Hours Services or an element of such a service that a Contractor agrees under the Agreement 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;

and which are specified in Part 3 of Schedule 1.

*"***EPS token***"* means a form (which may be an electronic form), approved by the Secretary of State, which—

(a) is issued by a prescriber at the same time as an electronic prescription is created; and

(b) has a barcode that enables the prescription to be dispensed by a provider of pharmaceutical services that is able to use the Electronic Prescription Service for the purposes of dispensing prescriptions, in circumstances where the provider is not dispensing the prescription as a nominated dispenser;

"**Equipment**" means anything save for the Premises and the Contractor's Staff;

"**Essential Services**" means the services described in regulation 17 of the General Medical Services Contracts Regulations, or services that are equivalent to those services, and which are to be provided by the Contractor during Core Hours;

"**Exit Plan**" means the plan set out in Schedule 10 as amended from time to time;

"**Fair Deal**" means the Cabinet Office Statement entitled "A Fair Deal for Pensions: staff transfer from central government" (October 2013 and as may be further amended from time to time) and, where applicable, any related guidance notes issued by HM Treasury (as amended from time to time);

"**Force Majeure Event**" means any circumstances beyond the reasonable control of the Contractor or the Contractor's Staff including without limitation war, civil war (whether declared or undeclared), riot or armed conflict; radioactive, chemical or biological contamination (unless caused by the performance of the Services), pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed, the actions of governmental authorities, strikes, lock-outs or other industrial action, whether of the party in question's own employees or others, failure of supplies of power, fuel, transport, equipment, raw materials or other goods or services, illness or absence of staff, adverse weather conditions, explosion, fire, flood or acts of terrorism;

"**General Medical Practitioner**" means a medical practitioner whose name is included in the General Practitioner Register kept by the General Medical Council under section 2 of the Medical Act 1983 (registration of medical practitioners);

"**General Medical Services Contracts Regulations**" means the National Health Services (General Medical Services Contracts) Regulations 2015 as amended from time to time;

"**GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679);

"**Good Practice**" means using standards, practices, methods and procedures conforming to the law and exercising that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled, efficient and experienced clinical services Contractor providing clinical services and/or engaged in operations similar to the Services under the same or similar to the obligations of the relevant party under this Agreement whilst at the same time complying with any specific standards set out in this Agreement or notified to the Contractor by the Commissioner from time to time;

"**GPIT Operating Model**" means the document entitled "Securing Excellence in Primary Care (GP) Digital Services: The Primary Care (GP) Digital Services Operating Model 2021-23 V5" issued by NHS England;[5]

"**GP Specialty Registrar**" means a medical practitioner who is being trained in general practice by a General Medical Practitioner who is approved under section 34I(1)(c) of the Medical Act 1983 (postgraduate education and training: approvals) for the purpose of providing training in accordance with that section, whether as part of training leading to a CCT or otherwise;

[5] The document, published in July 2022, which sets out the commissioning framework for the provision of general practice digital services, is available at: https://www.england.nhs.uk/publication/securing-excellence-in-primary-care-gp-digital-services-the-primary-care-gp-digital-services-operating-model-2021-2023. The document can be obtained in alternative formats by telephone (on 0300 311 22 33), by email (England.contactus@nhs.net) or by writing to NHS England, PO Box 16738, Redditch, B97 9PT.

"**Group**" means in relation to any company that company and every other company which is from time to time a subsidiary or holding company of that company or a subsidiary of any such holding company (and the terms "**subsidiary**" and "**holding company**" shall have the meanings given to them by section 1159 of the Companies Act 2006 as amended or re-enacted from time to time);

"**Health and Social Services Board**" means a Health and Social Services Board established under article 16 of the Health and Personal Social Services (Northern Ireland) Order 1972 (establishment of Health and Social Services Boards);

"**Health and Social Services Trust**" means a Health and Social Services Trust established under Article 10 of the Health and Personal Social Services (Northern Ireland) Order 1991 (ancillary services);

"**Health Board**" means a Health Board established under the National Health Service (Scotland) Act 1978 (Health Boards);

"**Health Care Professional**" has the same meaning as in section 108 of the 2006 Act and "health care profession" is to be construed accordingly;

"**Health Service Body**", unless the context otherwise requires, has the meaning given to it in section 9(4) of the 2006 Act;

"**Health Service Commissioner**" means the person appointed as the Health Service Commissioner for England referred to in section 1 of the Health Service Commissioners Act 1993;

"**Home Oxygen Order Form**" means a form provided by NHS England and issued by a Health Care Professional to authorise a person to supply Home Oxygen Services to a Patient requiring oxygen therapy at home;

"**Home Oxygen Services**" means any of the following forms of oxygen therapy or supply:

(a) ambulatory oxygen supply;

(b) urgent supply;

(c) hospital discharge supply;

(d) long term oxygen therapy; and

(e) short burst oxygen therapy;

"**Immediate Family Member**" means:

(a) a spouse or civil partner;

(b) a person whose relationship with the Registered Patient has the characteristics of the relationship between spouses;

(c) a Parent or step Parent;

(d) a son or daughter;

(e) a Child of whom the Registered Patient is:

(i) the guardian; or

(ii) the carer duly authorised by a local authority to whose care the Child has been committed under the Children Act 1989; or

(f) a grandparent;

"**Independent Advocacy Service**" means services provided pursuant to section 223A of the Local Government and Public Involvement in Health Act 2007;

"**Independent Nurse Prescriber**" means a person:

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

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

(c) against whose name in that register is recorded an annotation signifying that he is qualified to order drugs, medicines and Appliances as a community practitioner nurse Prescriber, a nurse independent Prescriber or as a nurse independent/Supplementary Prescriber;

"Integrated Care Board" means an integrated care board established under Chapter A3 of Part 2 of the *2006 Act*;

"**Intellectual Property Rights**" means any registered or unregistered patent, copyright, database right, moral right, design right, registered design, trade mark, service mark (whether registered or not), domain name, knowhow, utility model, unregistered design and all similar property rights including those subsisting in any part of the world in inventions, designs, drawings, performances, computer programs, confidential information, business names, goodwill and the style of presentation of goods or services and, where relevant, any application for any such right, or other industrial or intellectual property right subsisting anywhere in the world;

"**Investigation**" means any investigation or enquiry;

"**Law**" means:

(a) any applicable statute or proclamation or any delegated or subordinate legislation or regulation;

(b) any enforceable community right within the meaning of section 2(1) of the European Communities Act 1972;

(c) any applicable guidance, direction or determination with which the Commissioner and/or any of its Associates and/or the Contractor is bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Contractor by the Commissioner, NHS England and/or the Department of Health and Social Care;

(d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales;

in each case in force in England and Wales or in England;

"**Licensing Body**" means a body that licenses or regulates a particular profession;

"Listed Prescription Items" means the prescription items mentioned in regulation 13(1) of the National Health Service (Charges for Drugs and Appliances) Regulations 2015 (exemption from charges: risks to public health);

"Listed Prescription Items Voucher" means a form which:

(a) is provided or approved by the Commissioner for the purposes of ordering a prescription item mentioned in regulation 13(1) of the National Health Service (Charges for Drugs and Appliances) Regulations 2015; and

(b) may be an electronic form sent or to be sent via a secure service approved for this purpose by the Commissioner;

"**Local Health Board**" means a body established under section 11 of the National Health Service (Wales) Act 2006 (Local Health Boards);

"**Local Medical Committee**" means a committee recognised by NHS England under section 97 of the 2006 Act (local medical committees);

"**Major Incident**" means any occurrence which represents a serious threat to the health of the community or causes, or is likely to cause such numbers or types of casualties as to require special arrangements to be implemented and is of such a scale so as to prevent or restrict the Contractor from performing its obligations under this Agreement;

"**Medical Performers List**" means the list of medical practitioners maintained and published by NHS England in accordance with section 91 of the 2006 Act (persons performing Primary Medical Services);

"**Medical Register**" means the registers kept under section 2 of the Medical Act 1983 (registration of medical practitioners);

"**the MHRA**" means the Medicines and Healthcare products Regulatory Agency;

"**Minor Surgery**" means the following services:

(a) making available to patients where appropriate:

(i) curettage;

(ii) cautery; and

(iii) cryocautery of warts, verrucae and other skin lesions;

(b) recording in the patient's record (kept in relation to a patient in accordance with clause 29):

(i) details of the minor surgery provided to the patient; and

(ii) the consent of the patient to that surgery;

"**National Diabetes Audit**" means NHS England's clinical priority programme on diabetes which measures the effectiveness of diabetes healthcare provided against clinical guidelines and quality standards issued by the National Institute for Heath and Care Excellence (NICE) in England and Wales).

"**National Disqualification**" means:

(a) a decision made by the First-tier Tribunal under section 159 of the 2006 Act (national disqualification) or under regulations corresponding to that section made under:

(i) section 91(3) of the 2006 Act (persons performing primary medical services),

(ii) section 106(3) of the 2006 Act (persons performing primary dental services);

(iii) section 123(3) of the 2006 Act (persons performing primary ophthalmic services), and

(iv) sections 145, 146 or 147A (performers of pharmaceutical services and assistants),

of the 2006 Act; or;

(b) a decision under provisions in force in Wales, Scotland or Northern Ireland corresponding to section 159 of the 2006 Act (national disqualification);

"**National Institute for Health and Care Excellence**" means the body known at the date of this Agreement as the National Institute for Health and Care Excellence and any successor body;

"**New Contractor**" means any third party engaged by the Commissioner to supply any Services which are the same as or substantially similar to any or all of the Services and which are purchased by or provided to the Commissioner following the termination or expiry of all or a part of this Agreement to replace Services formerly provided by the Contractor under this Agreement;

"**NHS Body**" shall have the meaning given to such term in clause 52.3.1;

"**NHS Contract**" has the meaning assigned to it in sections 9 of the 2006 Act;

"**NHS Dispute Resolution Procedure**" means the procedure for resolution of disputes specified:

(a) in Schedule 6 of this Agreement; or

(b) in a case to which paragraph 22 of Schedule 6 to this Agreement applies, in that paragraph;

"**NHS England**" means the body corporate established under section 1H of the 2006 Act;

"**NHS Foundation Trust**" has the meaning given in section 30 of the 2006 Act (NHS foundation trusts);

"**NHS Trust**" means a body established under section 25 of the 2006 Act (NHS trusts);

"**NHS Pensions**" means NHS Pensions, as part of the NHS Business Services Authority;

"**NHS Scheme Regulations**" means The National Health Service Pension Scheme Regulations 1995 SI 1995/300 (as amended) and 2008 SI 2008/653 (as amended);

"**NHS Scheme**" means the NHS Pension Scheme for England and Wales (as amended from time to time);

"**Nominated Dispenser**" means a Chemist, medical practitioner or Contractor who has been nominated in respect of a Patient where the details of that nomination are held in respect of that Patient in the Patient Demographics Service which is managed by NHS England;

"**Non-Electronic Prescription Form**" means a Prescription Form which falls within paragraph (a) of the definition of "Prescription Form";

"**Non-Electronic Repeatable Prescription**" means a Prescription Form for the purpose of ordering a drug, medicine or Appliance which:

(a) is provided by NHS England, a local authority or the Secretary of State;

(b) is issued by the Prescriber;

(c) indicates that the drug, medicine or Appliance ordered may be provided more than once; and

(d) specifies, or is to specify, the number of occasions on which the drug, medicine or Appliance they may be provided;

"**Normal Hours**" means those days and hours on which and the times at which Services under this Agreement are normally made available and may be different for different Services;

"**Nursing and Midwifery Register**" means the register maintained by the Nursing and Midwifery Council under article 5 of the Nursing and Midwifery Order 2001 (establishment and maintenance of register);

"Online Consultation Tool" means an online facility provided using appropriate software:

(a) through which:

(i) a Patient; or

(ii) where the Patient is a Child or lacks the capacity to communicate with the Contractor through an online facility or to authorise a person to communicate with the Contractor through such a facility on their behalf, an Appropriate Person acting on behalf of the Patient;

may, in Writing in electronic form, seek advice or information related to the Patient's health or make a clinical or administrative request; but

(b) which does not require the response to be given by the Contractor in real time;

"**Online Practice Profile**" has the meaning given in clause 37.8;

"**Open**", in relation to a Contractor's List of Patients, means open to applications from Patients in accordance with paragraph 5 of Schedule 5 to this Agreement;

"**Optometrist Independent Prescriber**" means a person:

(a) who is registered in the register of optometrists maintained under section 7(a) of the Opticians Act 1989 (register of opticians); and

(b) against whose name is recorded in that register an annotation signifying that that person is qualified to order drugs, medicines and Appliances as an optometrist independent Prescriber;

"**Out of Hours Period**" means, subject to clause 53A:

(a) the period beginning at 6.30pm on any day from Monday to Thursday and ending at 8.00am on the following day;

(b) the period beginning at 6.30pm on Friday and ending at 8.00am on the following Monday; and

(c) Good Friday, Christmas Day and Bank Holidays, and "part" of an out of hours period means any part of any one or more of the periods described in paragraphs (a) to (c);

"**Out of Hours Services**" means the services required to be provided in all or part of the Out of Hours Period which would be Essential Services if provided to the Contractor's Registered Patients in Core Hours;

"Paramedic Independent Prescriber" means a person:

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

(b) who is registered in the register maintained by the Health and Care Professions Council under article 5 of the Health and Social Work Professions Order 2001 (establishment and maintenance of register); and

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

"**Patient Record**" means the medical records relating to a Patient;

"**Parent**" includes, in relation to any Child, any adult who, in the opinion of the Contractor, is for the time being discharging in respect of that Child the obligations normally attaching to a Parent in respect of a Child;

"**Patient**" means:

(a) a Registered Patient,

(b) a Temporary Resident,

(c) persons to whom the Contractor is required to provide immediately necessary treatment as part of its obligation to provide Essential Services,

(d) any other person to whom the Contractor has agreed to provide services under the Agreement;

(e) any person for whom the Contractor is responsible for the provision of Out of Hours Services;

"**Personal Data**" shall have the meaning assigned to it in the Data Protection Legislation;

"**Performer**" means a performer of medical services under the Agreement to whom the provisions of Part 8 of the PMS Regulations applies;

"Pharmaceutical Regulations" means the National Health Service (Pharmaceutical and Local Pharmaceutical Services) Regulations 2013;

"**Pharmacist Independent Prescriber**" means a person:

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

(b) who is registered in Part 1 of the register maintained under article 19 of the Pharmacy Order 2010 (establishment, maintenance of and access to the register) or the register maintained under Articles 6 (the Register) and Article 9 (the Registrar) of the Pharmacy (Northern Ireland) Order 1976; and

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

"**Physiotherapist Independent Prescriber**" means a person who is:

(a) engaged or employed by the Contractor or is a party to the Agreement; and

(b) registered in Part 9 of the register maintained under article 5 of the Health and Social Work Professions Order 2001 (establishment and

(c) maintenance of register), and against whose name in that register is recorded an annotation signifying that that physiotherapist is qualified to order drugs, medicines and Appliances as a physiotherapist independent Prescriber;

"**PMS Regulations**" means the National Health Service (Personal Medical Services Agreements) Regulations 2015;

"**Practice**" means the business operated by the Contractor for the purpose of delivering Services under this Agreement;

"**Practice Area**" means the geographical area from time to time in respect of the population of which the Commissioner is legally responsible for the provision of or payment for healthcare services;

"**Practice Leaflet**" means a leaflet drawn up in accordance with Schedule 12 of this Agreement;

"**Practice Premises**" means the address specified in Schedule 7 of this Agreement as one at which Services are to be provided under this Agreement;

"**Practice Website**" means a website through which the Contractor advertises the Primary Medical Services it provides;

"**Prescriber**" means:

(a) a chiropodist or podiatrist independent prescriber;

(b) an independent nurse prescriber;

(c) a medical practitioner;

(d) an optometrist independent prescriber;

(e) a paramedic independent prescriber;

(f) a pharmacist independent prescriber;

(g) a physiotherapist independent prescriber;

(h) a supplementary prescriber; and

(i) a therapeutic radiographer independent prescriber,

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

"**Prescription Form**" means:

(a) a form for the purpose of ordering a drug, medicine or Appliance which is:

(i) provided by NHS England, a local authority or the Secretary of State and is in the format required by the NHS Business Services Authority;

(ii) issued, or is to be issued, by the Prescriber; and

(iii) does not indicate that the drug, medicine or Appliance ordered may be ordered more than once; or

(b) in the case of an Electronic Prescription to which paragraph 3 of Schedule 4 to this Agreement applies, data created in an electronic form for the purpose of ordering a drug, medicine or Appliance, which:

(i) is signed, or is to be signed, with a Prescriber's Advanced Electronic Signature;

(ii) is transmitted, or is to be transmitted, as an electronic communication to a nominated dispenser or via an information hub by the Electronic Prescription Service; and

(iii) does not indicate that the drug, medicine or Appliance ordered may be provided more than once;

"**Prescription Only Medicine**" means a medicine referred to in regulation 5(3) (classification of medicinal products) of the Human Medicines Regulations 2012;

"**Primary Care List**" means:

(a) a list of persons performing Primary Medical Services, primary dental services, primary ophthalmic services or pharmaceutical services prepared in accordance with regulations made under:

(i) section 91 of the 2006 Act (persons performing primary medical services),

(ii) section 106 of the 2006 Act (persons performing primary dental services),

(iii) section 123 of the 2006 Act (persons performing primary ophthalmic services),

(iv) sections 145, 146, 147A or 149 of the 2006 Act (performers of pharmaceutical services and assistants),

(b) a list of persons undertaking to provide , or assist in the provision of:

(i) Primary Medical Services in accordance with regulations made under Part 4 of the 2006 Act (primary medical services),

(ii) primary dental services in accordance with regulations made under Part 5 of the 2006 Act (primary dental services),

(iii) primary ophthalmic services in accordance with regulations made under Part 6 of the 2006 Act (primary ophthalmic services), and

(iv) pharmaceutical services in accordance with regulations made under Part 7 of the 2006 Act (pharmaceutical services and local pharmaceutical services); or

(c) a list corresponding to any of the above lists in Wales, Scotland or Northern Ireland;

"**Primary Care Trust**" means the Primary Care Trust which was a party to the Agreement immediately before the coming into force of section 34 (abolition of Primary Care Trusts) of the Health and Social Care Act 2012 (abolition of primary care trusts);

"**Primary Carer**" means, in relation to an adult, the adult or organisation primarily caring for that adult;

"**Primary Medical Services**" means medical services provided under or by virtue of a contract or agreement to which Part 4 of the 2006 Act applies;

"Primary Medical Services (Directed Enhanced Services) Directions" means directions relating to provision of enhanced services given to NHS England under section 98A(3) of the 2006 Act;[6]

"Private Services" means the provision of any treatment which would amount to Primary Medical Services if it were provided under or by virtue of a contract or agreement to which the provisions of Part 4 of the 2006 Act apply;

"**Prohibited Act**" means:

(a) offering, giving or agreeing to give the Commissioner or any other public body or any person employed by or on behalf of any of the foregoing any gift or consideration of any kind as an inducement or reward:

(i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance

(ii) of this Agreement or any other agreement with the Commissioner or any other public body; or

(iii) for showing or not showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Commissioner or any other public body;

(b) entering into this Agreement or any other agreement with the Commissioner or any other public body in connection with which commission has been paid or has been agreed to be paid by the Contractor or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment of such commission have been disclosed in Writing to the Commissioner;

(c) committing any offence:

[6] These directions are available online at: https://www.gov.uk/government/publications/primary-medical-services-directed-enhanced-services-directions. Hard copies are available from the Department of Health and Social Care, 39 Victoria Street, London, SW1H 0EU.

(i) under the Bribery Act 2010;

(ii) under any law, creating offences in respect of fraudulent acts; or

(iii) at common law, in respect of fraudulent acts in relation to this Agreement or any other agreement with the Commissioner or any other public body; or

(d) defrauding or attempting to defraud or conspiring to defraud the Commissioner or any other public body or any Patient;

"**Registered Patient**" means:

(a) a person who is recorded by the Commissioner pursuant to paragraph 3 of Schedule 5 to this Agreement as being on the Contractor's List of Patients; or

(b) a person whom the Contractor has accepted for inclusion in its List of Patients, whether or not notification of that acceptance has been received by the Commissioner and who has not been notified by the Commissioner as having ceased to be on that list;

"**Relevant Register**" means:

(a) in relation to a nurse, the Nursing and Midwifery Register;

(b) in relation to a pharmacist, Part 1 of the register maintained under article 19 of the Pharmacy Order 2010 (establishment, maintenance of and access to the register) or the register maintained under article 6 (the register) and article 9 (the Registrar) of the Pharmacy (Northern Ireland) Order 1976;

(c) in relation to an optometrist, the register maintained by the General Optical Council in pursuance of section 7(a) of the Opticians Act 1989 (register of opticians); and

(d) the part of the register maintained by the Health and Care Professions Council under article 5 of the Health and Social Work Professions Order 2001 relating to:

(i) chiropodists and podiatrists;

(ii) paramedics

(iii) physiotherapists; or

(iv) radiographers;

"**Remedial Notice**" means a notice on the Contractor requiring it to remedy its breach of this Agreement;

"**Remote Service**" means:

(a) an online consultation under clause 33ZD;
(b) a secure electronic communication under clause 33ZE;
(c) a Video Consultation under clause 33ZF;
(d) a telephone consultation;
(e) an Electronic Prescription;
(f) any other service which can be provided through a digital or telecommunications method, including administrative tasks in support of the Agreement;

"**Repeat Dispensing Services**" means pharmaceutical services or Local Pharmaceutical Services which involve the provision of drugs, medicines or Appliances by a Chemist in accordance with a Repeatable Prescription;

"**Repeatable Prescriber**" means a Prescriber who is:

(a) engaged or employed by the Contractor which provides Repeatable Prescribing Services under the terms of this Agreement which give effect to paragraph 5 of Schedule 4 to this Agreement, or

(b) a party to an agreement under which such Services are provided;

"**Repeatable Prescribing Services**" means services which involve the prescribing of drugs, medicines or Appliances on a Repeatable Prescription;

"**Repeatable Prescription**" means:

(a) a form provided by NHS England, a local authority or the Secretary of State for the purpose of ordering a drug, medicine or Appliance which is in the format required by the NHS Business Services Authority and which:

(i) is issued by a Repeatable Prescriber to enable a Chemist or person providing dispensing services to receive payment for the provision of Repeat Dispensing Services;

(ii) indicates, or is to indicate, that the drug, medicine or Appliance ordered may be provided more than once; and

(iii) specifies, or is to specify, the number of occasions on which the drug, medicine or Appliance may be provided; or

(b) in the case of an Electronic Repeatable Prescription, to which paragraph 3.1 of Schedule 4 applies, data created in an electronic form for the purposes of ordering a drug, medicine or Appliance, which:

(i) is signed, or is to be signed, with a Prescriber's Advanced Electronic Signature;

(ii) is transmitted, or is to be transmitted, as an electronic communication to a nominated dispenser or via an information hub by the Electronic Prescription Service; and

(iii) indicates, or is to indicate, that the drug, medicine or Appliance ordered may be provided more than once and specifies the number of occasions on which the drug, medicine or Appliance may be provided;

"**Restricted Availability Appliance**" means an Appliance which is approved for particular categories of persons or for particular purposes only;

"**Scheduled Drug**" means:

(a) a drug, medicine or other substance specified in any directions given by the Secretary of State under section 88 of the 2006 Act (GMS contracts: prescription of drugs etc.) as being a drug, medicine or other substance which may not be ordered for Patients in the provision of medical services under this Agreement; or

(b) except where the conditions in paragraph 7.2 of Schedule 4 are satisfied, a drug, medicine or other substance which is specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which can only be ordered for specified Patients and specified purposes;

"the scheduled release date" means the date on which the person making an application under paragraph 32.2.3 of Schedule 5 to this Agreement is due to be released from detention in prison.

"**Serious Incident Reporting**" means the reporting process as set out in the Commissioner's incident reporting policy;

"**Strategic Health Authority**" means, except where the context otherwise requires, the Strategic Health Authority which is a party, or prospective party, to this Agreement;

"**Secretary of State**" means the Secretary of State for Health and Social Care from time to time;

"**Service Environment**" means any of the sites listed in Schedule 7;

"**Services**" means the Services set out in Schedule 1 (the "Service Specification") to be provided by the Contractor in accordance with the provisions of this Agreement;

"**Signatory**" means a natural person who creates an Electronic Signature;

"**Supplementary Prescriber**" means a person:

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

(b) whose name is registered in:

(i) the Nursing and Midwifery Register;

(ii) Part 1 of the register maintained under article 19 of the Pharmacy Order 2010 (establishment, maintenance of and access to the register);

(iii) the register maintained under article 6 (the Register) and article 9 (the Registrar) of the Pharmacy (Northern Ireland) Order 1976;

(iv) the register maintained by the Health and Care Professions Council under of article 5 of the Health and Social Work Professions Order 2001 (establishment and maintenance of register) relating to:

(aa) chiropodists and podiatrists;

(bb) dieticians;

(cc) paramedics;

(dd) physiotherapists; or

(ee) radiographers, or

(v) the register of optometrists maintained by the General Optical Council in pursuance of section 7(a) of the Opticians Act 1989 (register of opticians); and

(c) against whose name is recorded in the Relevant Register an annotation or entry signifying that that person is qualified to order drugs medicines and Appliances as a Supplementary Prescriber or, in the case of the Nursing and Midwifery Register, a Nurse Independent/Supplementary Prescriber;

"**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:

(a) accepted by the Contractor as a Temporary Resident under paragraphs 6, 16A.5, or 16A.7 of Schedule 5;

(b) for whom the Contractor's responsibility has not terminated under paragraphs 6, 16A.5, or 16A.7 of Schedule 5 (as the case may be);

"**Therapeutic Radiographer Independent Prescriber**" means a radiographer:

(a) who is registered in Part 11 of the register maintained under article 5 of the Health and Social Work Professions Order 2001; and

(b) against whose name in that register is recorded:

(i) an entitlement to use the title "therapeutic radiographer", and

(ii) an annotation signifying that the radiographer is qualified to order drugs, medicines and Appliances as a therapeutic radiographer independent prescriber;

"**Termination Date**" means the date that termination of all or part of this Agreement takes effect;

"**Transferring Employees**" means the employees of the Commissioner or any provider of the services immediately prior to the Commencement Date which become the Services (as the case may be) whose employment shall transfer under TUPE to the Contractor on the Commencement Date and any other employees of the Commissioner or any such provider (as the case may be) to whom TUPE applies by operation of law as a consequence of this Contract whose names are set out in Annex 1 of Schedule 11;

"**TUPE**" means the Transfer of Undertaking (Protection of Employment) Regulations 2006 as amended from time to time and any other statute or statutory provision which may from time to time implement or purport to

implement the Acquired Rights Directive (2001/23/EC) as the same may be amended from time to time;

"**Working Day**" means any day apart from Saturday, Sunday, Good Friday, Christmas Day or a Bank Holiday; and

"**Writing**", except in clause 102 of this Agreement and unless the context otherwise requires, includes electronic mail and "written" should be construed accordingly.

1.2 In this Agreement unless the context otherwise requires:

1.2.1 words denoting any gender include all genders and words denoting the singular include the plural and vice versa;

1.2.2 reference to any person may include a reference to any firm, company or corporation; Classification: Official

1.2.3 reference to the "parties" means the parties to this Agreement and reference to a "party" means either of them;

1.2.4 references in this Agreement to a "Schedule" and "clause" are a reference to a schedule, appendix, annex or a clause of this Agreement and all schedules to it;

1.2.5 a reference in a schedule, appendix or annex to a "paragraph" is a reference to a paragraph of that schedule, appendix or annex;

1.2.6 the words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible;

1.2.7 references to a public organisation shall be deemed to include a reference to any successor to such public

organisation or any organisation or entity which has taken over both or either of the functions and/or responsibilities of such public organisation;

1.2.8 reference to "day", "week", "month" or "year" means a calendar day, week, month or year, as appropriate;

1.2.9 the headings in this Agreement are inserted for convenience only and do not affect the construction or interpretation of this Agreement;

1.2.10 the schedules to this Agreement are and shall be construed as being part of this Agreement;

1.2.11 reference to any statute or statutory provision or direction includes a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated (whether before or after the date of this Agreement), and all statutory instruments or orders made pursuant to it;

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

1.2.13 any obligation on the Contractor to have systems, procedures or controls includes the obligation effectively to operate them;

1.2.14 where this Agreement imposes an obligation on a party, that party must comply with it and must take all reasonable steps to ensure that its personnel and sub-Contractors (except to

the extent one party's sub-Contractor is the other party) comply with it;

1.2.15 the parties shall, so far as is possible, interpret the provisions of this Agreement consistently with the European Convention on Human Rights, the 2006 Act and any other relevant regulations, orders or directions made under the 2006 Act;

1.2.16 the clause numbers and cross-references are inserted for convenience only and do not affect the construction and interpretation of this Agreement. For the avoidance of doubt, in the event of any apparent inconsistency in, without limitation, any clause numbers, defined terms and/or cross-references the relevant provisions of the PMS Regulations, shall take precedence; and

1.2.17 where under section 65Z5 of the 2006 Act a relevant body (as defined therein) has arranged for functions exercisable by it to be exercised by or jointly with one or more other bodies, a reference to that relevant body shall, as the context requires, include a reference to the body or bodies exercising the functions in question (and vice versa).

2 Status of this Agreement

2.1 The parties acknowledge that the Contractor [is/ is not][7] a Health Service Body for the purposes of section 9 of the 2006 Act and accordingly understand that this Agreement [is/is not][8] an NHS Contract.

7 For local determination. If the Contractor has elected to be regarded as a health service body for the purposes of section 9 of the 2006 Act pursuant to regulation 9 of the PMS Regulations, then the Agreement must state that it is an NHS contract.

8 For local determination. Where the agreement is an NHS contract, it is not enforceable in the courts but instead is subject to the NHS Dispute Resolution Procedure. Therefore, the Agreement must specify whether or not the Contractor has elected to be regarded as a health service body, and if it has, the Contractor must indicate that the Agreement is an NHS contract.

3 Commencement and Duration of this Agreement

3.1 This Agreement shall come into force on the Commencement Date and shall last until it is terminated in accordance with the terms of this Agreement or the general law.

4 Representatives

4.1 The Contractor shall appoint a representative (the "**Contractor Representative**") and shall promptly notify any change in the identity of the Contractor Representative to the Commissioner in Writing. The Contractor Representative shall be the key point of contact at the Contractor for the Commissioner to whom the Commissioner may refer all queries and day-to-day communications regarding the operation of this Agreement in the first instance.

4.2 The Commissioner shall appoint a representative (the "**Commissioner Representative**") and shall promptly notify any change in the identity of the Commissioner Representative to the Contractor in Writing. The Commissioner Representative shall be the key point of contact at the Commissioner for the Contractor to whom the Contractor may refer all queries and day-to-day communications regarding the operation of this Agreement in the first instance.

5 Performance and Warranties

5.1 The Commissioner appoints the Contractor to provide the Services commencing on the Commencement Date and continuing for the duration of this Agreement in consideration of the Annual Contract Value, and in accordance with and subject to the provisions of this Agreement.

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

5.3 The Contractor warrants that the Contractor satisfies the conditions set out in Regulation 5 of the PMS Regulations.

5.4 In complying with this Agreement, in exercising its rights under this Agreement and in performing its obligations under this Agreement the Contractor must act reasonably and in good faith and shall cooperate fully with the Commissioner at all times.

5.5 Each party warrants to the other that it has not relied on any representation or agreement whether written or oral not expressly set out or referred to in this Agreement.

5.6 The Contractor warrants that it has used all reasonable endeavours to ensure:

5.6.1 all information in Writing provided to the Commissioner in seeking to become a party to this Agreement was, when given, true and accurate in all material respects, and in particular, that the Contractor satisfied the conditions set out in Regulation 5 of the PMS Regulations;

5.6.2 no information has been omitted which would make the information that was provided to the Commissioner materially misleading or inaccurate;

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

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

5.7 To the best of the Commissioner's knowledge after due enquiry by the Commissioner, the Commissioner warrants that it has used all reasonable endeavours to ensure:

5.7.1 all information in Writing which it provided to the Contractor specifically to assist the Contractor to become a party to this Agreement was, when given, true and accurate in all material respects;

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

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

6 Reserved

7 Services and Attendance on Patients

7.1 Subject to clauses 7.2, 73 and 82 the Contractor shall provide the Services to all Patients in accordance with:

7.1.1 this Agreement and the Service Specification; and

7.1.2 all laws applicable to it.

7.2 The Contractor must provide Essential Services and such other Services that it is required to provide under this Agreement to those Patients, at such time, within Core Hours, as are appropriate to meet the reasonable needs of its Patients.

7.3 The Contractor must have in place arrangements for its Patients to access Essential Services and such other Services that it is required to provide under this Agreement throughout the Core Hours in case of emergency.

7.4 Nothing in this Agreement shall require the Contractor to provide or continue to provide the Services to Patients:

7.4.1 who have not validly consented and were able to do so, or had consent validly given on their behalf where it could have been, to the treatment provided under the Services; or

7.4.2 for any unreasonable behaviour unacceptable to the Contractor, the Staff or the Contractor's consultant clinically responsible for the management of the care of such Patients notwithstanding that the judgements in those cases must take into account the mental health of such Patients.

7.5 Where the Contractor proposes to refuse to provide or continue to provide the Services to any Patient under this clause 7:

7.5.1 the Contractor shall explain to the Patient:

7.5.1.1 the action that it is taking and the reasons for such action, following up any verbal explanations in Writing within one Business Day of such explanation being given; and

7.5.1.2 that the Patient has the right to challenge the Contractor's decision through any relevant complaints procedure.

7.5.2 where appropriate the Contractor and the Commissioner shall use all reasonable endeavours, including discussions with the Patient and/or where appropriate the Patient's GP or medical consultant, to resolve the issue of the treatment or continued treatment of the Patient in a way which minimises any disruption to the Patient's care. Where the parties cannot agree about the Contractor's treatment or continued treatment of the Patient, the Contractor shall (subject to any

discharge requirements) notify the Commissioner that it will discontinue treatment of that Patient under the Services and the Commissioner shall make all necessary alternative treatment arrangements for that Patient.

7.6 Subject to clause 7.4.1, nothing in this clause 7 shall be deemed to enable or permit the Contractor to:

7.6.1 refuse or withhold any treatment which is urgently required by any Patient and the Contractor shall ensure that its Staff take appropriate clinical advice in determining whether such treatment is urgently required; or

7.6.2 refuse or withhold any treatment on the grounds of the behaviour of any person other than the Patient.

Premises

7.7 Subject to any plan which is included in this Agreement for bringing the Contractor's Premises up to the required standard, the Contractor must ensure that the Premises used for the provision of Services under this Agreement are:

7.7.1 suitable for the delivery of those Services; and

7.7.2 sufficient to meet the reasonable needs of the Contractor's Patients.

Contact with the Practice

7.8.1 The Contractor must take steps to ensure that all of the following means of contacting the practice are available for Patients throughout core hours:

7.8.1.1 by attending the Contractor's Practice Premises;

7.8.1.2 by telephone; and

7.8.1.3 through the practice's Online Consultation Tool within the meaning given in clause 33ZD.2.

7.8.1A The Contractor must take steps to ensure that a Patient who contacts the Contractor through:

7.8.1A.1 any of the means listed in sub-clauses 7.8.1.1 to 7.8.1.3; or

7.8.1A.2 a relevant electronic communication method within the meaning given in clause 33ZE.3.

is provided with an appropriate response in accordance with sub-clauses 7.8.2, 7.8.3 and 7.8.4.

7.8.2 Subject to sub-clause 7.8.2A, the appropriate response is that the Contractor must:

7.8.2.1 invite the Patient for an appointment, either to attend the Contractor's Practice Premises or to participate in a telephone or Video Consultation, at a time which is appropriate and reasonable having regard to all the circumstances;

7.8.2.2 provide appropriate advice or care to the Patient by another method;

7.8.2.3 invite the Patient to make use of, or direct the Patient towards, appropriate services which are available to the Patient, including services which the Patient may access themselves; or

7.8.2.4 communicate with the Patient:

7.8.2.4.1 to request further information; or

7.8.2.4.2 as to when and how the Patient will receive further information on the services that may be provided to them, having regard to the urgency of their clinical needs and other relevant circumstances.

7.8.2A The Contractor must not ask a Patient to contact the practice on another day.

7.8.3 For matters which the Contractor has identified as clinically urgent, the appropriate response must be provided:

7.8.3.1 if the contact is made outside Core Hours, during the following Core Hours;

7.8.3.2 in any other case, during the day on which the Core Hours fall.

7.8.3A For matters which the Contractor has identified as not clinically urgent, the appropriate response must be provided before the end of the next working day after contact.

7.8.4 The appropriate response must take into account:

7.8.4.1 the needs of the Patient, including the need to avoid jeopardising the Patient's health;

7.8.4.2 where appropriate, the preferences of the Patient; and

7.8.4.3 any benefits to the Patient of providing for continuity of the Health Care Professional involved in their care and treatment.

7.9 Reserved.

Attendance outside Practice Premises

7.10 Where the medical condition of a Patient 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 the Contractor's Premises, the Contractor must provide Services to the Patient at whichever of the following places is, in the Contractor's judgement, the most appropriate:

7.10.1 the place recorded in the Patient's medical records as being the Patient's last home address; or

7.10.2 such other place as the Contractor has informed the Patient (and the Commissioner) is the place where the Contractor has agreed to visit and treat the Patient; or

7.10.3 another place in the Contractor's Practice Area.

7.11 Nothing in clause 7.10 and shall prevent the Contractor from:

7.11.1 arranging for the referral of the Patient without first seeing the Patient, in any case where the patient's medical condition makes that course of action appropriate; or

7.11.2 visiting the Patient in circumstances where clause 7.10 does not place the Contractor under an obligation to do so.

Telephone Services

7.12 The Contractor must not be a party to a contract or other arrangement under which the number for telephone services ("relevant telephone services") to be used by:

7.12.1 Patients to contact the Contractor's Practice for any purpose related to this Agreement; or

7.12.2 any other person to contact the Contractor's Practice in relation to services provided as part of the health service,

starts with the digits 087, 090 or 091 or consists of a personal number, unless the service is provided free of charge to the caller.

7.13 In clause 7.12, "personal number" means a telephone number which starts with the number 070 followed by a further 8 digits.

7.13A The Contractor must ensure that any new contract or other arrangement relating to relevant telephone services is procured under the Advanced Telephony Better Purchasing Framework.[9]

7.13B Where NHS England requires, the Contractor must make available to NHS England, within such reasonable time frame as specified by NHS England, such information as specified by NHS England that is available to the Contractor in relation to the handling of calls under relevant telephone services.[10]

Cost of Relevant Calls

7.14 The Contractor must not enter into, renew or extend a contract or other arrangement for telephone services unless it is satisfied that, having regard to the arrangement as a whole, persons will not have to pay more to make calls to the Contractor's Practice than they would to make equivalent calls to a geographical number.

7.15 Where it has not been possible for the Contractor to take reasonable steps to ensure that persons will not pay more to make relevant calls to the Contractor's Practice than they would to make equivalent calls to a geographical number, the Contractor must consider introducing a system

[9] https://digital.nhs.uk/services/digital-services-for-integrated-care/advanced-telephony-better-purchasing-framework/buyers-guide. Hard copies are available from NHS England, Wellington House, 133-155 Wellington Road, London SE1 8UG

[10] This clause takes effect from 1 October 2024 (see The National Health Service (Primary Medical Services and Performers Lists) (Amendment) Regulations (S.I. 2024/575)).

under which if a caller asks to be called back, the Contractor will do so at the Contractor's own expense.

7.16 In clauses 7.14 to 7.16:

7.16.1 "geographical number" means a number which has a geographical area code as its prefix; and

7.16.2 "calls" means calls:

7.16.2.1 made by Patients to the Contractor's Practice for any reason related to Services provided under this Agreement, and

7.16.2.2 made by persons, other than Patients, to the Contractor's Practice in relation to Services provided as part of the health service.

Cessation of service provision: information requests

7.17 Where the Contractor is to cease to be required to provide to its Patients a particular service or Out of Hours Services, either at all or in respect of some periods or some services, the Contractor must comply with any reasonable request for information relating to the provision of that service or those services made by the Commissioner or by any person with whom the Commissioner intends to enter into an agreement, for the provision of such services.

Co-operation with NHS England: performance management

7.17A The Contractor must co-operate with the Commissioner, in so far as is reasonable, in relation to the performance and improvement of services provided under this Agreement, including co-operating with the provision of any support, performance review or improvement activity.

Private Services

7.18 Where the Contractor proposes to provide Private Services in addition to Primary Medical Services, to persons other than its Patients the provision must take place:

7.18.1 outside of the hours the Contractor has agreed to provide Primary Medical Services; and

7.18.2 on no part of any Practice Premises in respect of which the Commissioner has agreed with the Contractor to make payments in relation to the costs of those premises save where the private services are those specified in clause 74.6.

7A Services: remote provision outside Practice Premises

7A.1 Without prejudice to regulation 17(7) (essential services) of the General Medical Services Contracts Regulations (which forms part of the definition of Essential Services under this Agreement), where applicable, and without prejudice to clause 7.10 (attendance outside practice premises), the Contractor and any sub-contractor may provide a Remote Service from a location which does not constitute Practice Premises, if the requirements in clause 7A.2 are met.

7A.2 The requirements referred to in clause 7A.1 are that:

7A.2.1 the service is provided from an appropriate location;

7A.2.2 the service is provided through an appropriate digital or telecommunications method; and

7A.2.3 the service is appropriate for provision outside of Practice Premises.

7A.3 For the purposes of clause 7A.2.1, a location is not appropriate if:

7A.3.1 the location or its environment is not conducive to ensuring the confidentiality of Patient information, in connection with the service to be provided from that location; or

7A.3.2 the location or its environment is not conducive to ensuring appropriate provision of the service from that location.

7A.4 For the purposes of clause 7A.2.2, a digital or telecommunications method is appropriate if it meets:

7A.4.1 the requirements in the GPIT Operating Model relevant to that method, including any requirements as to software; or

7A.4.2 requirements which are equivalent in their effect to the relevant requirements in the GPIT Operating Model.

7A.5 For the purposes of clause 7A.2.3, the service is not appropriate for provision outside of Practice Premises if:

7A.5.1 it would not be clinically appropriate for the Patient on that occasion; or

7A.5.2 it is otherwise not appropriate to the needs or circumstances of the Patient.

7A.6 For the purposes of clause 7A.3.1, *"Patient information"* means information which relates to the physical or mental health or condition of a Patient, to the diagnosis of their condition, to their care and treatment, or information which is to any extent derived, directly or indirectly, from such information.

8 Service Environment

8.1 The Contractor shall at all times comply with all Law, regulation, requirement and Good Practice applicable to it, in relation to the Premises and the Equipment and ensure the Premises and the Equipment:

8.1.1 is suitable for the performance of the Services;

8.1.2 complies with any applicable Law and Good Practice relating to health and safety and is a safe Premises in which to provide the Services; and

8.1.3 is sufficient to enable the Services to be provided at all times and in all respects in accordance with this Agreement.

8.2 The Contractor shall store and use all Equipment strictly in accordance with the manufacturer's instructions, and any written clarification provided by the manufacturer.

9 Quality Standards

9.1 Without prejudice to the Contractor's obligations to meet all performance requirements under this Agreement the Contractor shall meet all NHS requirements notified to it by the Commissioner and in particular the core quality standards set out in Standards for Better Health published by the Department of Health in July 2004 (and as further amended, updated or replaced from time to time) to the extent that they apply to the Services.

9.2 The Contractor shall carry out the Services in accordance with Good Practice and shall comply with the standards and recommendations:

9.2.1 contained in the Fundamental Standards;

9.2.2 issued by the National Institute for Health and Care Excellence;

9.2.3 issued by any relevant professional body and agreed between the parties; and

9.2.4 from any audit and serious untoward incident and Serious Incident Reporting,

9.3 The Contractor shall ensure that:

9.3.1 all Staff are informed and aware of the standard of performance they are required to provide and are able to meet that standard;

9.3.2 the adherence of the Staff to such standards of performance shall be routinely monitored and that remedial action shall be promptly taken where such standards are not attained;

9.3.3 it shall provide to the Commissioner upon request such evidence as the Commissioner may reasonably request in order to demonstrate compliance with its obligations under this clause 9.

9.4 The Contractor will co-operate with Patient satisfaction surveys that may be carried out by the Department of Health and Social Care, the Commissioner or any other appropriate NHS body. Details of such arrangements are to be made available to the Commissioner on request. In discharging its obligations under this clause 9 the Contractor shall have regard to any Department of Health and Social Care guidance relating to Patient satisfaction surveys.

10 Level of Skill

10.1 Without prejudice to the Contractor's obligations to meet all performance requirements under this Agreement, the Contractor must carry out its obligations under this Agreement with reasonable skill and care.

11 Clinical Governance

11.1 Without prejudice to the Contractor's obligation to meet all performance requirements under this Agreement including the obligation on the Contractor to comply with Standards for Better Health and comply with the Commissioner's reasonable instructions from time to time (including

compliance with the Commissioner's clinical governance requirements as notified to the Contractor and amended from time to time), the Contractor must have in place an effective system of clinical governance which includes appropriate standard operating procedures in relation to the management and use of controlled drugs. The Contractor must nominate a person who is to have responsibility for ensuring the effective operation of the system of clinical governance and shall notify the Commissioner of the identity of this individual. The person nominated must be a person who performs or manages services under this Agreement.

11.2 In clause 11.1:

11.2.1 "system of clinical governance" means a framework through which the Contractor endeavours to continuously improve the quality of its services and safeguards high standards of care by creating an environment in which clinical excellence can flourish, and

11.2.1 "controlled drugs" has the meaning given in section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act);

Co-operation with NHS England

11.3 The Contractor must co-operate with NHS England in the discharge of any of NHS England's obligations or the obligations of NHS England's accountable officers under the Controlled Drugs (Supervision and Management of Use) Regulations 2013.

12 Clinical Reports & Co-operation

12.1 Subject to clause 12.2, where the Contractor provides clinical services under this Agreement to any Patient other than under a private

arrangement with that Patient, to a Patient who is not on its List of Patients the Contractor must, as soon as reasonably practicable, provide to the Commissioner a Clinical Report relating to that consultation and any treatment provided to the patient. The Commissioner must send a Clinical Report received to either:

12.1.1 the person with whom the Patient is registered for the provision of Essential Services or their equivalent; or

12.1.2 if the Patient referred to in clause 12.1.1 is not known to the Commissioner, to the Local Health Board, Health Board or Health and Social Services Board, in whose area the Patient is resident.

12.2 This clause 12 does not apply in relation to the provision of Out of Hours Services provided by a Contractor which is required pursuant to clause 16 to comply with the quality standards or requirements referred to in that clause.

12.3 The Contractor must take all reasonable steps to co-operate with other clinicians also providing clinical services to any Patient in the interests of providing an integrated pathway for a Patient.

12.4 The Commissioner will use its reasonable endeavours to ensure the co-operation of any such other clinician as is mentioned in clause 12.3 above with the Contractor.

13 Storage of Vaccines

13.1 The Contractor must ensure that:

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

13.1.2 all refrigerators in which vaccines are stored have a maximum/minimum thermometer and that temperature readings are taken on all Working Days.

14 Infection Control

14.1 The Contractor must ensure that it has appropriate arrangements in place for infection control and decontamination.

15 Criteria for Out of Hours Services

15.1 Where under this Agreement, the Contractor is to provide Out of Hours Services, the Contractor shall only be required to provide such Services if, in the Contractor's reasonable opinion having regard to the Patient's medical condition, it would not be reasonable in all the circumstances for the Patient to wait to obtain such Services.

16 Out of Hours Services: Quality Standards and Monitoring

16.1 Where the Contractor:

16.1.1 provides Out of Hours Services to the Registered Patients of another contractor or provider of Essential Services or their equivalent; or

16.1.2 has contracted to provide Out of Hours Services to Patients to whom it provides Essential Services,

the Contractor must, in the provision of those services, meet the quality requirements set out in the Integrated Urgent Care Key Performance Indicators published on 25th June 2018 and comply with any requests for information which it receives from or on behalf of the Commissioner about the provision by the Contractor of Out of Hours Services to its

Registered Patients in such manner, and before the end of such period, as is specified in the request.

16.2 Where a Contractor is a provider of Essential Services but is not required to provide Out of Hours Services, the Contractor must:

16.2.1 monitor the quality of the Out of Hours Services which are offered or provided to the Contractor's Registered Patients having regard to the Integrated Urgent Care Key Performance Indicators referred to in clause 16.1 and record, and act appropriately in relation to, any complaints;

16.2.2 record any Patient feedback received including any complaints; and

16.2.3 report to the Commissioner, either at the request of the Commissioner or otherwise, any concerns arising about the quality of the Out of Hours Services which are offered or provided to the Contractor's Registered Patients having regard to:

16.2.3.1 any Patient feedback received, including any complaints, and

16.2.3.2 the quality requirements set out in the Integrated Urgent Care Key Performance Indicators referred to in clause 16.1.

17 Supply of Medicines etc. by Contractor providing Out of Hours Services

17.1 In this clause:

"complete course" means the course of treatment appropriate to the Patient's condition, being the same as the amount that would have been prescribed if the Patient had been seen during Core Hours;

"necessary drugs, medicines and Appliances" means those drugs, medicines and Appliances which the Patient requires and for which, in the reasonable opinion of the Contractor, and in the light of the Patient's medical condition, it would not be reasonable in all the circumstances for the Patient to wait to obtain them;

"out of hours performer" means a Prescriber, a person acting in accordance with a Patient Group Direction or any other Health Care Professional employed or engaged by the Contractor who can lawfully supply a drug, medicine or Appliance, who is performing Out of Hours Services under this Agreement;

"Patient Group Direction" has the meaning given in regulation 213(1) of the Human Medicines Regulations 2012 (interpretation); and

"supply form" means a form provided by NHS England and completed by or on behalf of the Contractor for the purpose of recording the provision of drugs, medicines or Appliances to a patient during the Out of Hours Period.

17.2 Where a Contractor provides Out of Hours Services and has agreed with the Commissioner under this Agreement that it should also include the supply of necessary drugs, medicines and Appliances to Patients at the time that it is providing them with Out of Hours Services, the Contractor must comply with the requirements in clauses 17.3 to 17.5.

17.3 The Contractor must ensure that an out of hours performer:

17.3.1 only supplies necessary drugs, medicines and Appliances;

17.3.2 supplies the complete course of the necessary medicine or drug to treat the Patient; and

17.3.3 does not supply:

17.3.3.1 drugs, medicines or Appliances which the Contractor could not lawfully supply;

17.3.3.2 Appliances which are not listed in Part IX of the Drug Tariff;

17.3.3.3 restricted availability Appliances, except where the Patient is a person, or it is for a purpose, specified in the Drug Tariff; or

17.3.3.4 a drug, medicine or other substance listed in Schedule 1 to the National Health Service (General Medical Services Contracts) (Prescription of Drugs etc) Regulations 2004, (drugs, medicines and other substances not to be ordered under a general medical services contract) or a drug, medicine or other substance listed in Schedule 2 to those Regulations other than in the circumstances specified in that Schedule.

17.4 The out of hours performer:

17.4.1 must, except where clause 17.4.2 applies, record on a separate supply form for each Patient any drugs, medicines or Appliances supplied to the Patient; and

17.4.2 may complete a single supply form in respect of the supply of any necessary drugs, medicines or Appliances to two (2) or more persons in a school or other institution in which at least twenty (20) persons normally reside, in which case the out of hours performer may write on the supply form the name of the school or institution rather than the name of each individual Patient.

17.5 The out of hours performer must ask any person to produce satisfactory evidence of such entitlement where that person makes a declaration that a Patient does not have to pay any of the charges specified in regulations

made under section 172 (charges for drugs, medicines or appliances, or pharmaceutical services) or section 174 (pre-payment certificates) of the 2006 Act in respect of dispensing services to a Patient by virtue of either:

17.5.1 entitlement to exemption under regulations made under section 172 or 174 of the 2006 Act; or

17.5.2 entitlement to full remission of charges under regulations made under sections 182 (remission and repayment of charges) or 183 (payment of travelling expenses) of the 2006 Act,

unless at the time of the declaration satisfactory evidence of entitlement is already available to the out of hours performer; and

17.5.3 if, in accordance with clause 17.5, no satisfactory evidence is produced or no such evidence is otherwise already available to the out of hours performer, the out of hours performer must endorse the supply form to that effect.

17.6 Subject to clause 17.7, nothing in this clause 17 prevents an out of hours performer from supplying a Scheduled drug or a restricted availability Appliance in the course of treating a Patient under a private arrangement.

17.7 The provisions of regulation 15 (fees and charges) of the PMS Regulations which relate to fees and charges apply in respect of the supply of necessary drugs, medicines and Appliances under this clause 17 as they apply in respect of prescriptions for drugs, medicines and Appliances.

17A Vaccines and immunisations

17A.1 Interpretation

17A.1.1 In this clause 17A:

"GMS Statement of Financial Entitlements" means the directions given by the Secretary of State under section 87 of the 2006 Act (GMS contracts: payments);[11] and

"Vaccine and Immunisations Services" has the meaning given in regulation 3(7) of the General Medical Services Contracts Regulations.

17A.2 Vaccines and immunisations: duty of co-operation

17A.2.1 The Contractor must co-operate, in so far as is reasonable, with Relevant Persons:

17A.2.1.1 to understand the current uptake, and barriers to uptake, of offers to provide or administer vaccines and immunisations of the type specified in the GMS Statement of Financial Entitlements ("Relevant Vaccines and Immunisations") to Patients; and

17A.2.1.2 to develop (if necessary) a strategy for improving their immunisation programme.

17A.2.2 For the purposes of clause 17A.2.1 "Relevant Persons" means:

17A.2.2.1 other persons who administer Relevant Vaccines and Immunisations to Patients;

17A.2.2.2 NHS England;

[11] Copies are available at https://www.gov.uk/government/publications/general-medical-services-statement-of-financial-entitlements-directions or from the Primary Care Team, Department of Health and Social Care, 4th Floor, 39 Victoria Street, London SW1H 0EU.

17A.2.2.3 the Secretary of State;

17A.2.2.4 local authorities; and

17A.2.2.5 Integrated Care Boards.

17A.3 Vaccines and immunisations: standards

17A.3.1 The Contractor must ensure that they have in place a system for delivering appointments at which Relevant Vaccines or Immunisations are administered to Patients ("Immunisation Appointments") which meets the Vaccines and Immunisations Standards.

17A.3.1A The Contractor must comply with the standards contained in the Vaccines and Immunisations Standards on the processing of data relating to patients.

17A.3.2 In this clause 17A.3:

17A.3.2.1 "Relevant Vaccine or Immunisation" has the same meaning as in clause 17A.2.1.1 of this Agreement.

17A.3.2.2 "The Vaccines and Immunisations Standards" means the standards determined by NHS England published on 15 April 2024[12] and which the Contractor is required to meet in relation to the following matters:

17A.3.2.2.1 the invitation of Patients for immunisation appointments when they first become eligible for Relevant Vaccines or Immunisations

[12] Available online at: https://www.england.nhs.uk/long-read/general-practice-vaccination-and-immunisation-services- standards-and-core-contractual-requirements/. Hard copies are available from NHS England, Wellington House, 133-155 Wellington Road, London SE1 8UG.

("Newly Eligible Patients");

17A.3.2.2.2 the steps to be taken if no response is received to an invitation falling within sub-clause 17A.3.2.2.1;

17A.3.2.2.3 the provision of immunisation appointments to Newly Eligible Patients;

17A.3.2.2.4 the steps to be taken if a Newly Eligible Patient does not attend an immunisation appointment;

17A.3.2.2.5 requests for Relevant Vaccines or Immunisations made by Patients who are eligible for them but have not previously received them for any reason;

17A.3.2.2.6 the identification of gaps in the vaccination records of registered Patients, and the offer, and provision of, immunisation appointments to those Patients; and

17A.3.2.2.7 the processing of records relating to patient vaccinations and immunisations, including records relating to the administration of vaccines and patient vaccination status.

17A.3.2.3 "processing" has the meaning given by section 3(4) of the Data Protection Act 2018.[13]

[13] 2018 c. 12. There are amendments to section 3, but none are relevant

17A.4 Vaccines and immunisations: catch-up campaigns

17A.4.1 The Contractor must participate in a manner reasonably required by the Commissioner in one Vaccines and Immunisations Catch-up Campaign in each financial year.

17A.4.2 In this clause 17A.4 "Vaccines and Immunisations Catch-up Campaign" means a campaign which is aimed at maximising the uptake of a particular vaccine or immunisation by Patients who are eligible for it but have not received that vaccine or immunisation for any reason (other than a decision to refuse the vaccine or immunisation).

17A.5 Vaccines and immunisations: additional staff training

17A.5.1 The Contractor must ensure that all staff involved in the administration of vaccines and immunisations are trained in the recognition and initial treatment of anaphylaxis.

17A.5.2 This clause does not affect the Contractor's obligations under Part 20.

17A.6 Vaccines and immunisations: nominated person

17A.6.1 The Contractor must nominate a person (a "V & I lead") who is to have responsibility for:

17A.6.1.1 overseeing the provision of Vaccine and Immunisation Services by the Contractor;

17A.6.1.2 carrying out, on behalf of the Contractor, any of the Contractor's functions under clause 17A.2; and

17A.6.1.3 overseeing compliance with the requirements of clauses 17A.2 to 17A.5.

17A.6.2 The Contractor must ensure that the V & I Lead:

17A.6.2.1 has regard to all guidance issued by NHS England which is relevant to that role; and

17A.6.2.2 if they are not a Health Care Professional, is directly supervised in that role by a Health Care Professional.

17A.7 Vaccines and immunisations: exception for private arrangements

17A.7.1 Nothing in this clause 17A applies in relation to the offer or administration of any vaccine or immunisation to a Patient under a private arrangement.

18 Opt outs of Out of Hours Services

18.1 Where an agreement requires the Contractor to provide Out of Hours Services (pursuant to regulation 22 of the PMS Regulations) and the Contractor has contracted to provide Out of Hours Services only to Patients to which it is required to provide Essential Services under this Agreement, the Contractor must follow the procedure for opting out of those services as contained in clause 18.2 to 18.15.

18.2 Clauses 18.2 to 18.13 apply where the Contractor serves an out of hours opt out notice on or after 1st April 2013.

18.3 In clauses 18.2 to 18.13:

"OOH day" is the day specified by the Contractor in the out of hours opt out notice which the Contractor gives to the Commissioner for the commencement of the out of hours opt out;

"B day" is the day six (6) months after the date on which the out of hours opt out notice was given; and

"C day" is the day nine (9) months after the date on which the out of hours opt out notice was given.

18.4 A Contractor which falls within clause 18.1 and which wants to terminate its obligation to provide Out of Hours Services must give notice in Writing to the Commissioner to that effect ("an out of hours opt out notice").

18.5 An out of hours opt out notice must specify the OOH day, which must be either three (3) or six (6) months after the date on which that notice was given.

18.6 The Commissioner must approve the out of hours opt out notice and specify the OOH day as soon as is reasonably practicable and in any event, before the end of the period of twenty eight (28) days beginning with the date on which the Commissioner receives the out of hours opt out notice. The Commissioner must give notice to the Contractor in Writing of its decision as soon as possible.

18.7 A Contractor may not withdraw an out of hours opt out notice once it has been approved by the Commissioner under clause 18.6 without the Commissioner's agreement.

18.8 Following receipt of the out of hours opt out notice, the Commissioner must use reasonable endeavours to make arrangements for the Contractor's Registered Patients to receive the Out of Hours Services from an alternative provider from OOH day.

18.9 The Contractor's duty to provide the Out of Hours Services terminates on OOH day unless the Commissioner gives notice in Writing to the Contractor under clause 18.10 (extending OOH day to B day or C day).

18.10 If the Commissioner is not successful in finding an alternative provider to take on the provision of the Out of Hours Services from OOH day, the Commissioner must give notice in Writing to the Contractor of this fact no later than one month before OOH day, and:

18.10.1 in a case where OOH day is three (3) months after service of the out of hours opt out notice, the Contractor must continue to provide the Out of Hours Services until B day unless at least one (1) month before B day it receives a notice in Writing from the Commissioner under clause 18.11 that, despite using its reasonable endeavours, it has failed to find an alternative provider to take on the provision of the Out of Hours Services from B day;

18.10.2 in a case where OOH day is six (6) months after the date on which the opt out notice was served, the Contractor must continue to provide the Out of Hours Services until C day.

18.11 Where in accordance with clause 18.10.1 the opt out is to commence on B day and the Commissioner, despite using its reasonable endeavours, has failed to find an alternative provider to take on the provision of the Out of Hours Services from that day, the Commissioner must give notice in in Writing to the Contractor of this fact at least one (1) month before B day, in which case the Contractor must continue to provide the Out of Hours Services until C day.

18.12 As soon as is reasonably practicable and, in any event, before the end of the period of seven (7) days beginning with the date on which the Commissioner gives notice under clause 18.11, the Commissioner must enter into discussions with the Contractor concerning the support that the Commissioner may give to the Contractor or other changes which the Commissioner or the Contractor may make in relation to the provision of the Out of Hours Services until C day.

18.13 The opt out takes effect at 08.00 on the relevant day unless:

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

18.13.2 the Commissioner and the Contractor agree a different day or time.

Informing patients of opt outs

18.14 Before any opt out takes effect, the Commissioner and the Contractor must discuss how to inform patients of the proposed opt out.

18.15 The Contractor must, if requested by the Commissioner inform its Registered Patients of an opt out and the arrangements made for them to receive the Out of Hours Services by:

18.15.1 placing a notice in the Contractor's waiting rooms; or

18.15.2 including the information in the Contractor's Practice Leaflet.

19 Staff

19.1 The Contractor shall employ or engage sufficient clinical and non-clinical staff, in accordance with Good Clinical Practice to ensure that the Services are provided at all times and in all respects in accordance with this Agreement to the levels set out in this Agreement. In particular, the Contractor shall ensure that a sufficient reserve of trained and competent staff is available to provide the Services in accordance with this Agreement during holidays or absences due to contractual or statutory leave entitlements, sickness or voluntary absence and anticipated and actual peaks in demand for each of the Services, or Services in excess of the levels set out in this Agreement.

19.2 The Contractor shall at all times provide a sufficient number of staff of a supervisory and management level to ensure that all persons or staff employed or engaged in providing the Services are at all times adequately supervised and managed and properly perform their duties. The Contractor shall ensure that such supervisory and management level

staff are sufficiently skilled, trained and instructed with regard to all matters under the Agreement, including without limitation the performance of the Services.

19.3 The Contractor must ensure (at its own cost) that all Contractor Staff undergo reasonable medical screening, examination or tests if requested by the Commissioner at any time after their appointment and answer any question or supply any information pertaining to their health which the Commissioner may reasonably ask or require.

19.4 The Contractor will maintain detailed records of all Contractor Staff including details of names and place of duty and starting and finishing times, training performance and disciplinary action and any other information relating to the Contractor's obligations in this clause 19, 20, and 20.7 to 21.16 as may be reasonably required and these records will be available to the Commissioner on reasonable request.

19.5 Before the Contractor engages or employs any person in the provision of the Services, or in any activity related to, or connected with the provision of the Services, the Contractor must comply with the following guidance as amended from time to time:

19.5.1 NHS Employment Check Standards; and

19.5.2 such other checks as required by the Disclosure and Barring Service or which are to be undertaken in accordance with current and future national guidelines and policies.

19.6 The Contractor must employ or engage in the provision of the Services only such persons who:

19.6.1 are registered with the appropriate professional body (where relevant);

19.6.2 possess the appropriate qualifications, experience and skill to perform the duties required of them and where this is not the case that such persons are appropriately supervised; and

19.6.3 are careful, skilled and competent in practising those duties.

19.7 The Contractor must ensure that every Staff member involved with the provision of the Services:

19.7.1 receives a proper and sufficient training and instruction in accordance with Good Practice and with the standards of their relevant professional body, if any, in the execution of their duties;

19.7.2 has reasonable opportunity to undertake the appropriate training with a view to maintaining that Staff member's competence;

19.7.3 receives full and detailed appraisal in terms of performance and on-going education and training in accordance with the standards of their relevant professional body if any; and

19.7.4 carries out the Services with regard to:

19.7.4.1 the required task that Staff members have to perform;

19.7.4.2 the provisions of this Agreement;

19.7.4.3 fire risks and fire precautions; and

19.7.4.4 Good Practice standards of hygiene, courtesy and consideration.

19.7.5 are provided with all necessary and appropriate support to facilitate them in developing career progression pathways.

19.8 The Contractor must co-operate with:

19.8.1 the Secretary of State in the discharge of the Secretary of State's duty under section 1F of the 2006 Act (duty as to education and training); and

19.8.2 NHS England where NHS England is discharging the Secretary of State's duty under section 1F of the 2006 Act by virtue of its functions under section 97(1) of the Care Act 2014 (planning education and training for health workers etc.).

20 Persons Who Shall Perform the Services

Qualifications of Performers

20.1 A medical practitioner may only perform clinical services under this Agreement where that medical practitioner is not:

20.1.1 prohibited from performing any such service by regulation 24 of the National Health Service (Performers Lists) (England) Regulations 2013;

20.1.2 suspended from the Medical Performers List or from the Medical Register; and

20.1.3 subject to interim suspension under section 41A of the Medical Act 1983.

20.2 Reserved.

20.3 Reserved.

20.4 A Health Care Professional (other than one to whom clauses 20.1 and 20.2 apply) may not perform clinical services under this Agreement unless:

20.4.1 that person is registered with the professional body relevant to that person's profession; and

20.4.2 that registration is not subject to a period of suspension.

20.5 Where the registration of a Health Care Professional or, in the case of a medical practitioner, the inclusion in a Primary Care List is subject to conditions, the Contractor must ensure compliance with those conditions insofar as they are relevant to this Agreement.

20.6 A Health Care Professional may not perform any clinical services under the Agreement unless that person has such clinical experience and training as are necessary to enable the person to properly perform such services.

Conditions for employment and engagement

20.7 Subject to clause 20.8, the Contractor may not employ or engage a medical practitioner unless the Contractor has checked that the practitioner meets the requirements of:

20.7.1 clause 20.1; and

20.7.2 clause 20.6.

20.8 Where:

20.8.1 the employment or engagement of a Medical Practitioner is urgently needed; and

20.8.2 it is not possible for the Contractor to check the matters referred to in clause 20.3 in accordance with clause 20.7.2 before employing or engaging the practitioner,

the Contractor may employ or engage the practitioner on a temporary basis for a single period of up to seven days whilst such checks are undertaken.

20.9 Reserved.

20.10 Subject to clause 20.11, the Contractor may not employ or engage a Health Care Professional to perform clinical services under the Agreement unless:

20.10.1 the Contractor has first checked that the Health Care Professional meets the requirements of clause 20.3; and

20.10.2 the Contractor has taken reasonable steps to satisfy itself that the Health Care Professional meets the requirements in clause 20.6.

20.11 Where:

20.11.1 the employment or engagement of a Health Care Professional is urgently needed; and

20.11.2 it is not possible for the Contractor to check that the Health Care Professional meets the requirements referred to in clause 20.3 before employing or engaging the Health Care Professional,

the Contractor may employ or engage the Health Care Professional on a temporary basis for a single period of up to seven (7) days whilst such checks are undertaken.

20.12 When considering a Health Care Professional's experience and training for the purposes of clause 20.10, the Contractor must, in particular, have regard in particular to:

20.12.1 any post-graduate or post-registration qualification held by the Health Care Professional; and

20.12.2 any relevant training undertaken, and any relevant clinical experience gained, by the Health Care Professional.

20.13 The Contractor must notify the Commissioner as soon as possible in the event that any Health Care Professional is:

20.13.1 referred to the relevant professional body for alleged misconduct; or

20.13.2 removed from the Relevant Register.

20.14 The Contractor may not employ or engage a Health Care Professional to perform clinical services under this Agreement (other than an exempt medical practitioner to whom clause 20.2 applies) unless:

20.14.1 that person has provided two clinical references, relating to two (2) recent posts (which may include any current post) as a Health Care Professional which lasted for three (3) months without a significant break, or where this is not possible, a full explanation and alternative referees; and

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

20.15 Where:

20.15.1 the employment or engagement of a Health Care Professional is urgently needed and

20.15.2 it is not possible for the Contractor to obtain and check the references in accordance with clause 20.14.2 before employing or engaging that Health Care Professional,

20.16 The Contractor may employ or engage the health care professional on a temporary basis for a single period of up to 14 days whilst the references are checked and considered, and for an additional single period of a further seven days if the Contractor believes that the person supplying those references is ill, on holiday or otherwise temporarily unavailable.

20.17 Where the Contractor employs or engages the same person on more than one occasion within a period of three (3) months, the Contractor may rely on the references provided on the first occasion, provided that those references are not more than twelve (12) months old.

20.18 The Contractor must, before employing or engaging any person to assist it in the provision of the Services under this Agreement, take reasonable steps to satisfy itself that the person in question is both suitably qualified and competent to discharge the duties for which that person is to be employed or engaged.

20.19 When considering the competence and suitability of any person for the purpose of clause 20.18, the Contractor must have regard, in particular, to that person's:

20.19.1 academic and vocational qualifications;

20.19.2 education and training; and

20.19.3 previous employment or work experience.

For the avoidance of doubt, the above clauses shall be without prejudice to clause 19.2.

20.20 The Contractor may only offer employment to a medical practitioner who is to be appointed as a salaried general practitioner on terms and conditions which are no less favourable than those contained in the document entitled "Model terms and conditions of service for a salaried general practitioner employed by a GMS practice" published by the British Medical Association and the NHS Confederation as item 1..2 of the supplementary documents to the new GMS contract 2003 (this document is available at Model terms and conditions of service for a salaried general practitioner employed by a GMS practice ("Practice") (nhsemployers.org).

Appraisal and Assessment

20.21 The Contractor must ensure that any medical practitioner performing Services under this Agreement:

20.21.1 participates in an appropriate appraisal system provided by the Commissioner (unless that medical practitioner participates in an appropriate appraisal system provided by another health service body or is an armed forces GP); and

20.21.2 co-operates with the Commissioner in relation to the Commissioner's Patient safety functions.

20.22 The Commissioner must provide an appraisal system for the purposes of 20.21.1 after consultation with the Local Medical Committee (if any) for the area in which the practitioner provides services under this Agreement and such other persons as appear to it to be appropriate. The Contractor must provide details of its compliance with this clause to the Commissioner upon request.

21 Training

21.1 The Contractor must ensure that for any Health Care Professional who is:

21.1.1 performing clinical services under this Agreement; or

21.1.2 employed or engaged to assist in the performance of the Services,

there are in place arrangements for the purpose of maintaining and updating the skills and knowledge of that Health Care Professional in relation to the Services which that Health Care Professional is performing or assisting in the performance of.

21.2 The Contractor must afford to each Staff member reasonable opportunities to undertake appropriate training with a view to maintaining that Staff member's competence.

22 Arrangements for GP Specialty Registrars

22.1 The Contractor may only employ a GP Specialty Registrar subject to the conditions in clause 22.2

22.2 The conditions specified in this clause are that the Contractor must not, by reason only of having employed or engaged a GP Specialty Registrar, reduce the total number of hours for which other medical practitioners perform Primary Medical Services under this Agreement or for which other Staff assist those practitioners in the performance of those services.

22.3 Where the Contractor employs a GP Specialty Registrar, the Contractor must:

22.3.1 offer that GP Speciality Registrar terms of employment in accordance with such rates, and subject to such conditions, as are approved by the Secretary of State concerning the grants, fees, travelling and other allowances payable to GP Specialty Registrars; and

22.3.2 take into account the guidance contained in the document entitled "A Reference Guide For Postgraduate Specialty Training in the UK"[14]

23 Doctors with Provisional Registration

23.1 The Contractor may not, by reason only of having employed or engaged a person who is:

23.1.1 provisionally registered under section 15, 15A or 21 of the Medical Act; and

[14] This guidance, last published in May 2014, is available at http://specialtytraining.hee.nhs.uk/files/2013/10/A-Reference-Guide-for-Postgraduate-Specialty-Training-in-the-UK.pdf. Hard copies are available from Health Education England, 1st Floor, Blenheim House, Duncombe Street, Leeds, LS1 4PL.

23.1.2 acting in the course of that person's employment in a resident medical capacity in a post-registration programme, reduce the total number of hours in which other Staff assist in the performance of medical services under this Agreement.

24 Notification Requirements in respect of Relevant Prescribers

24.1 For the purposes of this clause 24, "a relevant prescriber" is:

24.1.1 a Chiropodist or Podiatrist Independent Prescriber;

24.1.2 an Independent Nurse Prescriber;

24.1.3 a Pharmacist Independent Prescriber;

24.1.4 a Physiotherapist Independent Prescriber; or

24.1.5 a Supplementary Prescriber.

24.2 The Contractor must give notice to the Commissioner where:

24.2.1 a relevant prescriber is employed or engaged by the Contractor to perform functions which include prescribing;

24.2.2 a relevant prescriber is a party to the Agreement whose functions include prescribing; or

24.2.3 the functions of a relevant prescriber whom the Contractor already employs or has already engaged are extended to include prescribing.

24.3 The notice under clause 24.2 must be given in Writing to the Commissioner before the expiry of the period of seven days beginning with the date on which:

24.3.1 the relevant prescriber was employed or engaged by the Contractor or, as the case may be, became a party to the Agreement (unless, immediately before becoming such a party, clause 24.2.1 applied to that relevant prescriber; or

24.3.2 the functions of the relevant prescriber were extended to include prescribing.

24.4 The Contractor must give notice to the Commissioner where:

24.4.1 the Contractor ceases to employ or engage a relevant prescriber in the Contractor's Practice whose functions include prescribing in the Contractor's Practice;

24.4.2 a relevant prescriber ceases to be a party to this Agreement;

24.4.3 the functions of a relevant prescriber employed or engaged by the Contractor in the Contractor's Practice are changed so that they no longer include prescribing in the Contractor's Practice; or

24.4.4 the Contractor becomes aware that a relevant prescriber whom it employs or engages has been removed or suspended from the Relevant Register,

the Contractor must notify the Commissioner in Writing before the end of the second (2) working day after the day after the day on which an event described in sub-clauses 24.4.1 to 24.4.4 occurred in relation to the relevant prescriber.

24.5 The Contractor must provide the following information when it gives notice to the Commissioner in accordance with clause 24.2:

24.5.1 the person's full name;

24.5.2 the person's professional qualifications;

24.5.3 the person's identifying number which appears in the Relevant Register;

24.5.4 the date on which the person's entry in the Relevant Register was annotated to the effect that the person was qualified to order drugs, medicines and Appliances for Patients;

24.5.5 the date on which:

24.5.5.1 the person was employed or engaged, if applicable;

24.5.5.2 the person became a party to this Agreement, if applicable; or

24.5.5.3 the functions of the person became to prescribe in the Contractor's Practice.

24.6 The Contractor must provide the following information when it gives notice to the Commissioner in accordance with clause 24.4:

24.6.1 the person's full name;

24.6.2 the person's professional qualifications;

24.6.3 the person's identifying number which appears in the Relevant Register;

24.6.4 the date on which:

24.6.4.1 the person ceased to be employed or engaged in its Practice;

24.6.4.2 the person ceased to be a party to this Agreement;

24.6.4.3 the functions of the person were changed so as to no longer to include prescribing in the Contractor's Practice; or

24.6.4.4 the person was removed or suspended from the Relevant Register.

24.7 All prescribing carried out by the Contractor shall comply with the provisions contained in Schedule 4 of this Agreement.

24.8 Where the Contractor is a dispensing doctor within the meaning of the Pharmaceutical Regulations,[15] the provisions in Schedule 14 will apply.

25 Signing Of Documents

25.1 The Contractor must ensure:

25.1.1 that the documents specified in clause 25.2 include:

25.1.1.1 the clinical profession of the Health Care Professional who signed the document; and

25.1.1.2 the name of the Contractor on whose behalf the document is signed; and

25.1.2 that the documents specified in clause 25.3 include the clinical profession of the Health Care Professional who signed the document.

25.2 The documents specified in this clause are:

25.2.1 certificates issued in accordance with clause 25.4, unless regulations relating to particular certificates provide otherwise; and

25.2.2 any other clinical documents, apart from:

25.2.2.1 Home Oxygen Order Forms; and

25.2.2.2 those documents specified in clause 25.3.

25.3 The documents referred to in this clause are Batch Issues, Prescription Forms and Repeatable Prescriptions.

[15] See regulation 46(1) of the *Pharmaceutical Regulations.*

25.4 This clause 25 is in addition to any other requirements relating to the documents specified in clauses 25.2 and 25.3 whether in the PMS Regulations or elsewhere.

26 Certificates

26.1 Subject to clauses 26.2 and 26.4, if and to the extent that the Contractor performs Essential Services, the Contractor must issue any medical certificate of a description prescribed in column 1 of Schedule 3, under or for the purpose of the enactments specified in relation to the certificate in column 2 of Schedule 3 if that certificate is reasonably required under, or for the purposes of, the enactments specified in that table.

26.2 A certificate referred to in clause 26.1 must be issued free of charge to a patient or to a patient's personal representatives.

26.3 A certificate must not be issued where, for the condition to which the certificate relates, the Patient is:

26.3.1 being attended by a medical practitioner who is not:

26.3.1.1 employed or engaged by the Contractor; or

26.3.1.2 a party to this Agreement; or

26.3.1.3 a shareholder in a qualifying body which is a party to this Agreement; or

26.3.2 not being treated by or under the supervision of a Health Care Professional.

26.4 The exception in clause 26.2 must not apply where the certificate is issued pursuant to regulation 2(1) of the Social Security (Medical Evidence) Regulations 1976 (evidence of incapacity for work, limited capability for work and confinement) or regulation 2(1) of the Statutory Sick Pay (Medical Evidence) Regulations 1985 (medical information).

26.5 In addition to any other requirements relating to such documents whether in this Agreement or otherwise, the Contractor must ensure that the documents referred to in clause 26.1 above include the clinical profession of the Health Care Professional who signed the document and the name of the Contractor.

26A Patients who should not be tested for, or vaccinated against, coronavirus: confirmation of exemption

26A.1 Subject to clause 26A.6, the Contractor must respond to a valid Exemption Confirmation Request if it is made at a relevant time.

26A.2 An Exemption Confirmation Request:

26A.2.1 is a request to confirm whether a relevant Patient ("P"), for clinical reasons:

26A.2.1.1 should neither be tested for Coronavirus nor vaccinated with an Authorised Vaccine; or

26A.2.1.2 should not be vaccinated with an Authorised Vaccine; and

26A.2.2 is valid if it is made in accordance with the process approved by the Secretary of State.

26A.2A A valid Exemption Confirmation Request is made at a relevant time if, at the time the request is made to the Contractor:

(a) legislation in force in England requires a person or class of person to be vaccinated against coronavirus unless they can show that, for clinical reasons, they are exempt from vaccination with an authorised vaccine; or

(b) guidance issued by, or on behalf of, the Secretary of State provides that a person or class of person should be vaccinated against coronavirus unless they can show that, for clinical reasons, they are exempt from vaccination with an authorised vaccine.

26A.3 An Exemption Confirmation Request may be made by:

26A.3.1 P; or

26A.3.2 where P is a person to whom clause 26A.4 applies, an Appropriate Person acting on behalf of P.

26A.4 This clause applies to a person if they:

26A.4.1 are a child; or

26A.4.2 lack the capacity to make a request under clause 26A.1.

26A.5 The Contractor must respond to a valid Exemption Confirmation Request made at a relevant time:

26A.5.1 free of charge to P or the Appropriate Person; and

26A.5.2 by recording its response on an information hub using a method approved by the Secretary of State.

26A.6 The Contractor is not required to respond to a valid Exemption Confirmation Request if:

26A.6.1 for the medical condition which may mean that P should neither be tested for Coronavirus nor vaccinated with an Authorised Vaccine, or should not be vaccinated with an Authorised Vaccine, P is being attended by a medical practitioner who is not:

26A.6.1.1 engaged or employed by the Contractor;

26A.6.1.2 in the case of a contract with two or more persons practising in partnership, one of those persons; or

26A.6.1.3 in the case of a contract with a company limited by shares, one of the persons legally or beneficially owning shares in that company; and

26A.6.2 that medical condition is not one to which clause 26A.7 applies.

26A.7 This clause applies to a medical condition if no person with that condition should be:

26A.7.1 tested for Coronavirus or vaccinated with an Authorised Vaccine; or

26A.7.2 vaccinated with an Authorised Vaccine.

26A.8 In this clause 26A:

"Authorised Vaccine" means a Medicinal Product:

(a) authorised for supply in the United Kingdom in accordance with a Marketing Authorisation; or

(b) authorised by the Licensing Authority on a temporary basis under regulation 174 of the Human Medicines Regulations 2012 (supply in response to spread of pathogenic agents etc);

for vaccination against Coronavirus;

"Coronavirus" means severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);

"Licensing Authority", "Marketing Authorisation" and "Medicinal Product" have the meanings given in the Human Medicines Regulations 2012 (see regulations 6, 8 and 2, respectively, of those Regulations); and

"Relevant Patient" means:

(a) a registered Patient; or

(b) a Temporary Resident.

27 Sub-contracting of clinical matters

27.1 The Contractor must not sub-contract any of its rights or duties under this Agreement in relation to clinical matters to any person unless:

27.1.1 in all cases, including those duties relating to out of hours services to which clause 27A (sub-contracting out of hours services) applies, the Contractor has taken reasonable steps to satisfy itself that:

27.1.1.1 it is reasonable in all the circumstances to do so, and

27.1.1.2 the person to whom any of those rights or duties is sub-contracted is qualified and competent to provide the service, and

27.1.2 except in cases to which clause 27A applies, the Contractor has given notice in writing to the Commissioner of its intention to sub-contract, as soon as reasonably practicable before the date on which the proposed sub-contract is intended to come into effect.

27.2 Sub-clause 27.1.2 does not apply to a contract for services with a health care professional for the provision by that professional personally of clinical services.

27.3 A notice given under sub-clause 27.1.2 must include:

27.3.1 the name and address of the proposed sub-contractor,

27.3.2 the duration of the proposed sub-contract,

27.3.3 the services to be covered by the proposed sub-contract, and

27.3.4 the address of any premises to be used as Practice Premises under the proposed sub-contract.

27.4 On receipt of a notice given under sub-clause 27.1.2, the Commissioner may request such further information relating to the proposed sub-contract as appears to it to be reasonable, and the Contractor must supply such information to the Commissioner promptly.

27.5 The Contractor must not proceed with a contract or, if the contract has already taken effect, the Contractor must take steps to terminate it, where:

27.5.1 before the end of the period of 28 days beginning with the date on which the Commissioner received a notice from the Contractor under sub-clause 27.1.2, the Commissioner gives notice in writing of its objection to the contract on the grounds that the contract would:

27.5.1.1 put the safety of the Contractor's Patients at serious risk, or

27.5.1.2 put the Commissioner at risk of material financial loss, or

27.5.2 the sub-contractor would be unable to meet the Contractor's obligations under this Agreement.

27.6 A notice given by the Commissioner under sub-clause 27.5.1 must include a statement of the reasons for the Commissioner's objection.

27.7 Sub-clauses 27.1 to 27.6 also apply in relation to any renewal, or material variation, of a contract in relation to clinical matters.

27.8 Where the Commissioner does not give notice of an objection under sub-clause 27.5, the parties to this Agreement are deemed to have agreed a variation of this Agreement which has the effect of adding the address of any premises which was notified to the Commissioner under sub-clause 27.3.4 to the list of Practice Premises and, in these circumstances, clause 53.1 (variation of an agreement) does not apply.

27.9 Subject to sub-clause 27.10, a sub-contract entered into by a Contractor must prohibit the sub-contractor from sub-contracting any of the clinical services that it has agreed with the Contractor to provide under the sub-contract.

27.10 A sub-contract entered into by the Contractor may allow the sub-contractor to sub-contract clinical services the Contractor has agreed to provide under the Network Contract Directed Enhanced Service Scheme, pursuant to the Primary Medical Services (Directed Enhanced Services) Directions [16], provided the Contractor obtains the written approval of the Commissioner prior to the sub-contractor sub-contracting those services.

27.11 The Contractor must not sub-contract any of its rights or duties under this Agreement in relation to the provision of essential services to a company or firm that is:

[16] These directions are available online at: https://www.gov.uk/government/publications/primary-medical-services-directed-enhanced-services-directions. Hard copies are available from the Department of Health and Social Care, 39 Victoria Street, London, SW1H 0EU.

27.11.1 wholly or partly owned by the Contractor, or by any former or current employee of, or partner or shareholder in, the Contractor,

27.11.2 formed by or on behalf of the Contractor, or from which the Contractor derives or may derive a pecuniary benefit, or

27.11.3 formed by or on behalf of a former or current employee of, or partner or shareholder in, the Contractor, or from which such a person derives or may derive a pecuniary benefit,

where sub-clause 27.12 applies to that company or firm.

27.12 This sub-clause applies to a company or firm which is or was formed wholly or partly for the purpose of avoiding the restrictions on the sale of goodwill of a medical practice in section 259 of the 2006 Act[17] (sale of medical practices), and Schedule 21 to the 2006 Act (prohibition of sale of medical practices), or any regulations made wholly or partly under those provisions of the 2006 Act.

27A Sub-contracting out of hours services

27A.1 A Contractor must not sub-contract all or part of its duty to provide out of hours services under this Agreement to a person other than those specified in sub-clause 27A.2 without the prior written approval of the Commissioner.

27A.2 The persons specified in this sub-clause are:

27A.2.1 a person who holds a contract made in accordance with the General Medical Services Contracts Regulations and under such contract is required to provide the equivalent of

[17] Section 259 was amended by paragraph 132 of Schedule 4 to the Health and Social Care Act 2012 (c. 7) and paragraph 1 of Schedule 1 to the Health and Care Act 2022 (c. 31).

essential services to its Patients during all or part of the out of hours period,

27A.2.2 a provider of an agreement which includes the provision of out of hours services,

27A.2.3 a health care professional, not falling within clause 27A.2.1 or 27A.2.2, who is to provide the out of hours services personally under a contract for services, or

27A.2.4 a group of medical practitioners, whether in partnership or not, who provide out of hours services for each other under informal rota agreements.

27A.3 The requirement in sub-clause 27A.1 to obtain prior written approval does not apply in any case where a Contractor sub-contracts all or part of its duty to provide out of hours services under this Agreement on a short term or occasional basis.

27A.4 An application for approval under sub-clause 27A.1 must be made by the Contractor in writing to the Commissioner and must state:

27A.4.1 the name and address of the proposed sub-contractor,

27A.4.2 the duration of the proposed sub-contract,

27A.4.3 the services to be covered by the sub-contract,

27A.4.4 the address of any premises to be used as Practice Premises under the sub-contract, and

27A.4.5 the manner in which the sub-contractor proposes to meet the Contractor's obligations under this Agreement in respect of the services to be covered by the sub-contract.

27A.5 Before the end of the period of seven days beginning with the date on which the Commissioner received the application under sub-clause

27A.4, the Commissioner may request such further information relating to arrangements under the proposed sub-contract as appears to it to be reasonable.

27A.6 Where the Commissioner receives an application which meets the requirements specified in sub-clause 27A.4, or receives any further information requested under sub-clause 27A.5 in relation to an application, the Commissioner must, before the end of the period of 28 days beginning with the date on which it received the application or that information (whichever is the latest):

27A.6.1 approve the application;

27A.6.2 approve the application subject to conditions; or

27A.6.3 refuse the application.

27A.7 The Commissioner must not refuse the application if it is satisfied that the arrangements covered by the proposed sub-contract would, in respect of the services to be provided, enable the Contractor to satisfactorily meet its obligations under this Agreement and would not:

27A.7.1 put the safety of the Contractor's Patients at serious risk, or

27A.7.2 put the Commissioner at risk of material financial loss.

27A.8 The Commissioner must give notice in writing to the Contractor of its decision on the application and, where it refuses an application, it must include in the notice a statement of the reasons for its refusal.

27A.9 Where the Commissioner approves an application under this clause, the parties to this Agreement are deemed to have agreed a variation of this Agreement which has the effect of adding to the list of Practice Premises, for the purposes of the provision of services in accordance with that application, any premises the address of which was notified to the

Commissioner under sub-clause 27A.4.4 and, in these circumstances, clause 53.1 (variation of an agreement) does not apply.

27A.10 Sub-clauses 27A.1 to 27A.9 also apply in relation to any renewal or material variation of a sub-contract in relation to out of hours services.

27A.11 A sub-contract entered into by a Contractor must prohibit the sub-contractor from sub-contracting the out of hours services that it has agreed with the Contractor to provide under the sub-contract.

28 Insurance

28.1 The Contractor must at all times have in force in relation to it an indemnity arrangement which provides appropriate cover.

28.2 The Contractor may not sub-contract its obligations to provide clinical services under this Agreement unless it has satisfied itself that the sub-Contractor has in force in relation to it an indemnity arrangement which provides appropriate cover.

28.3 For the purposes of this clause 28,

28.3.1 “indemnity arrangement” means a contract of insurance or other arrangement made for the purpose of indemnifying the Contractor;

28.3.2 “appropriate cover” means cover against liabilities that may be incurred by the Contractor in the performance of clinical services under the contract, which is appropriate, having regard to the nature and extent of the risks in the performance of such services; and

28.3.3 the Contractor is to be regarded as holding insurance if that insurance is held by a person employed or engaged by the Contractor in connection with clinical services which that

person provides under this Agreement or, as the case may be, sub-contract.

28.4 The Contractor must at all times hold adequate public liability insurance in relation to liabilities to third parties arising under or in connection with this Agreement which are not covered by an indemnity arrangement referred to in clause 28.1.

29 Patient Records

29.1 In clause 29 "computerised records" means records created by way of entries on a computer.

29.2 The Contractor must keep adequate records of its attendance on and treatment of its Patients and must do so:

29.2.1 on forms supplied to it for that purpose by NHS England; or

29.2.2 with the written consent of the Commissioner, by way of computerised records,

or in a combination of those two ways.

29.3 Patient Records shall be kept in an appropriate secure location. Authorised NHS Parties shall be granted access to such Patient Records and shall be entitled to inspect the Patient Records and require copies to be provided by the Contractor.

29.4 The parties shall comply with any duty arising from the Patient's entitlement to confidentiality of his/her Patient Record and any other information (including Personal Data) relating to him/her as a Patient in accordance with the Human Rights Act 1998, the Data Protection Legislation, Access to Health Records Act 1990 and the common law duty of confidentiality.

29.5 The Contractor must include in the records referred to in clause 29.2 clinical reports sent in accordance with clause 12.1 or from any other Health Care Professional who has provided clinical services to a person on the Contractor's List of Patients.

29.6 The consent of the Commissioner required by clause 29.2.2 may not be withheld or withdrawn provided the Commissioner is satisfied, and continues to be satisfied, that:

29.6.1 the computer system upon which the Contractor proposes to keep the records meets the requirements set out in the GPIT Operating Model;

29.6.2 the security measures, audit and system management functions incorporated into the computer system and compliant with the GPIT Operating Model have been enabled; and

29.6.3 the Contractor is aware of, and has signed an undertaking that it will have regard to the guidelines contained in "Digital Primary Care: Good Practice Guidelines for GP electronic patient records – (GPGv5)"[18], published on 20th September 2023.

29.7 Where the Patient's records are computerised records, the Contractor shall, as soon as possible following a request from the Commissioner, allow the Commissioner to access the information recorded on the computer system on which those records are held by means of the audit function referred to in clause 29.6.2 to the extent necessary for the Commissioner to confirm that the audit function is enabled and functioning correctly.

[18] These guidelines are available online at: https://www.england.nhs.uk/digital-gp-good-practice-guidance/. Hard copies are available from NHS England, Wellington House, 133-155 Wellington Road, London SE1 8UG.

29.8 Reserved.

29.9 Where a Patient on the Contractor's List of Patients has registered with another provider of Primary Medical Services and the Contractor receives a request from that provider for the complete records relating to that Patient, the Contractor must send to the Commissioner:

29.9.1 the complete records, or any part of the records, sent via the GP2GP facility in accordance with clause 31 for which the Contractor does not receive confirmation of safe and effective transfer via that facility; and

29.9.2 any part of the records held by the contractor only in paper form.

29.10 Where a Patient on a Contractor's List of Patients:

29.10.1 is removed from that list at that Patient's request under paragraph 9 of Schedule 5, or by reason of the application of any of paragraphs 10 to 15 of Schedule 5; and

29.10.2 the Contractor has not received a request from another provider of medical services with which that Patient has registered for the transfer of the complete records relating to that Patient,

the Contractor must send a copy of those records to the Commissioner.

29.11 Where a Contractor's responsibility for a Patient terminates in accordance with paragraph 16 of Schedule 5, the Contractor must send any records relating to that Patient that it holds to:

29.11.1 if known, the provider of Primary Medical Services with which that Patient is registered; or

29.11.2 in all other cases, the Commissioner.

29.12 Where the Contractor's Patient's records are computerised records, the Contractor must not disable, or attempt to disable, either the security measures or the audit and system management functions referred to in clause 29.6.2.

29A Record of Ethnicity Information

29A.1 This clause applies if the Contractor, or a person acting on behalf of the Contractor, makes a request to a Patient ("P") for P to disclose their ethnicity to the Contractor so that information can be recorded in P's medical record (a "Relevant Request").

29A.2 If P, or where P is a person to whom clause 29A.4 applies, an Appropriate Person acting on behalf of P, discloses P's ethnicity in response to the Relevant Request, the Contractor must record P's ethnicity in P's medical record.

29A.3 If P, or where P is a person to whom clause 29A.4 applies, an Appropriate Person acting on behalf of P, indicates that they would prefer not to disclose P's ethnicity in response to the Relevant Request, the Contractor must record that response in P's medical record.

29A.4 This clause applies to a person if they:

29A.4.1 are a Child; or

29A.4.2 lack the capacity to respond to the Relevant Request.

29A.5 Any information recorded in accordance with this clause may only be processed if the processing is necessary for medical purposes.

29A.6 Nothing in this clause 29A authorises the Processing of Personal Data in a manner inconsistent with any provision of the Data Protection

Legislation.

29A.7 In this clause 29A:

"Data Protection Legislation" , "Personal Data" and "Processing" have the same meanings as in the Data Protection Act 2018 (see section 3 of that Act);

"Medical Purposes" has the meaning given for the purposes of section 251 of the 2006 Act.

30 Summary Care Record

30.1 A Contractor which provides Essential Services must, in any case where there is a change to the information included in a Patient's medical record, enable the automated upload of summary information to the Summary Care Record, where the change occurs, using approved systems provided to it by the Commissioner.

30.2 In clauses 30.1 to 30.2:

"Summary Care Record" means the system approved by NHS England for the automated uploading, storing and displaying of Patient data relating to medications, allergies, adverse reactions and, where agreed with the Contractor and subject to the Patient's consent, any other data (other than any information recorded in accordance with clause 29A or any information about ethnicity provided under clause 33ZC) taken from the Patient's electronic record; and

"summary information" means items of Patient data that comprise the Summary Care Record.

30A Enabling access to patient records through GP Connect

30A.1 Where the Contractor holds a Patient's record on its computerised clinical systems, the Contractor must ensure that its computerised clinical systems are configured to enable:

30A.1.1 GP Connect Access Record HTML and GP Connect Access Record Structured; and

30A.1.2 GP Connect Update Record.

30A.2 The Contractor must take all reasonable steps to ensure that the functionality referred to in clause 30A.1 is operational at all times.

30A.3 In this clause:

"GP Connect" means the national service known as GP Connect provided by NHS England which facilitates interconnectivity between computerised clinical systems;

"GP Connect Access Record HTML" means the functionality within GP Connect that allows records to be viewed in Hypertext Markup Language by other users of GP Connect for the purpose of direct care to a Patient;

"GP Connect Access Record Structured" means the functionality within GP Connect that allows records to be viewed in a structured and coded format that is machine readable by other users of GP Connect for the purpose of direct care to a Patient;

"GP Connect Update Record" means the functionality within GP Connect that allows consultation summaries to be sent electronically to the contractor by other users of GP Connect for integration into the Patient's record; and

"Patient's record" means computerised records kept in relation to a Patient in accordance with clause 29.2.2.

31 Electronic Transfer of Patient Records

31.1 A Contractor which provides Essential Services must use the facility known as "GP2GP" for the safe and effective transfer of any Patient records:

31.1.1 in a case where a new Patient registers with the Contractor's Practice, to the Contractor's Practice from another provider of Primary Medical Services (if any) with which the Patient was previously registered; or

31.1.2 in a case where the Contractor receives a request from another provider of Primary Medical Services with which the Patient has registered, in order to respond to that request.

31.2 In clauses 31.1 to 31.3, "GP2GP facility" means the facility provided by NHS England to a Contractor's practice which enables the electronic health records of a Registered Patient which are held on the computerised clinical systems of the Contractor's practice to be transferred securely and directly to another provider of Primary Medical Services with which the Patient has registered.

31.3 The requirements of clauses 31.1 to 31.2 do not apply in the case of a Temporary Resident.

31A Transfer of patient records between GP practices: time limits

31A.1 This clause applies where:

31A.1.1 a Patient on the Contractor's list of Patients has registered with another provider of Primary Medical Services; and

31A.1.2 the Contractor receives a request from that provider for the complete records relating to that Patient.

31A.2 The Contractor must, before the end of the period of 28 days beginning

with the day on which it receives the request from the provider:

31A.2.1 send the complete records (other than any part of the records held only in paper form) to the provider via the GP2GP Facility in accordance with clause 31; and

31A.2.2 send to the Commissioner in accordance with clause 29.9, the complete records, or any part of the records:

31A.2.2.1 for which the Contractor does not receive a Confirmation; or

31A.2.2.2 held only in paper form.

31A.3 In this regulation:

"Confirmation" , in relation to records sent via the GP2GP Facility, means Confirmation of safe and effective transfer via that facility;

"GP2GP Facility" has the same meaning as in clause 31.2.

32 Clinical Correspondence: Requirement for NHS Number

32.1 A Contractor must include the NHS number of a Registered Patient as the primary identifier in all clinical correspondence issued by the Contractor which relates to that Patient.

32.2 The requirement in clause 32.1 does not apply where, in exceptional circumstances outside of the Contractor's control, it is not possible for the Contractor to ascertain the Patient's NHS number.

32.3 In clauses 32.1 to 32.3:

"clinical correspondence" means all correspondence in Writing, whether in electronic form or otherwise, between the Contractor and other health service providers concerning or arising out of the provision of a Remote Service or Patient attendance and treatment at Practice Premises including referrals made by letter or by any other means; and

"NHS number", in relation to a Registered Patient, means the number, consisting of ten (10) numeric digits, which serves as the national unique identifier used for the purpose of safely, efficiently and accurately sharing information relating to that Patient across the whole of the health service in England.

32A Use of fax machines

32A.1 Where the Contractor can transmit information by electronic means (other than facsimile transmission) securely and directly to a Relevant Person, the Contractor must not:

32A.1.1 transmit any information to that person by facsimile transmission; or

32A.1.2 agree to receive any information from that person by facsimile transmission.

32A.2 Clause 32A.1 does not apply to any information which relates solely to the provision of clinical services or treatment to a Patient under a private arrangement.

32A.3 In this clause, "Relevant Person" means:

32A.3.1 an NHS Body;

32A.3.2 another health service provider;

32A.3.3 a Patient; or

32A.3.4 a person acting on behalf of a Patient.

33 Patient online services: appointments and prescriptions

33.1 A Contractor which provides Essential Services must promote and offer to its Registered Patients the facility for a Patient to:

33.1.1 book, view, amend, cancel and print appointments online;

33.1.2 order repeat prescriptions for drugs, medicines or appliances online; and

33.1.3 view and print a list of any drugs, medicines or appliances in respect of which the Patient has a repeat prescription,

in a manner which is capable of being electronically integrated with the computerised clinical systems of the Contractor's Practice.

33.2 The requirements in clause 33.1 do not apply where the Contractor does not have access to computer systems and software which would enable it to offer the online services described in that clause to its Registered Patients.

33.3 The Contractor must when complying with the requirements in clause 33.1.1:

33.3.1 ensure that all of its Directly Bookable Appointments are made available for online booking, whether or not those appointments are booked online, by telephone or in person, to include all appointments which must be made available for direct booking by NHS 111 in accordance with paragraph 4B of Schedule 5; and

33.3.2 consider whether it is necessary, in order to meet the needs of its Registered Patients, to increase the proportion

of appointments which are available for its registered patients to book online and, if so, increase that number.

33.3A In the case of appointments required to be made available for direct booking by NHS 111, in accordance with paragraph 4B of Schedule 5, those appointments can be released to be booked by the Contractor's Registered Patients by any means in the two hour period within Core Hours prior to the appointment time, or such other period agreed pursuant to a Local Arrangement, if they have not been booked by NHS 111 prior to this time.

33.4 Reserved.

33.5 Reserved.

33.5A Reserved.

33.6 Reserved.

33.7 The Contractor must also promote and offer to its Registered Patients the facility referred to in clauses 33.1.1 and 33.1.2 on the home page (or equivalent) of its Practice Website or Online Practice Profile.

33.8 In this clause 33, "Local Arrangement" means an arrangement between the Contractor and the Commissioner as to the timeframe within which appointments not booked by NHS 111 can be released for booking by the Contractor's registered patients.

33ZA Patient online services: provision of online access to coded information in medical record and Prospective Medical Records

33ZA.1 Where the Contractor holds the medical record of a Registered Patient ("P") on its computerised clinical systems, the Contractor must:

33ZA.1.1 provide P with the facility to access online information entered onto P's medical record on or after the Relevant

Date (the "Prospective Medical Record"); and

33ZA.1.2 promote and offer to P, in accordance with clause 33ZA.2, the facility to access online the information from P's medical record held in coded form.

33ZA.2 For the purposes of 33ZA.1.2, the Contractor is taken to be:

33ZA.2.1 promoting the facility to P where P is encouraged to utilise the practice's digital services and to interact with the practice via online access;

33ZA.2.2 offering the facility to P where it is freely available to P if P shows interest in the facility or requests access in writing to their medical records held in coded form.

33ZA.3 Where a person ("R") applies to become a Registered Patient of the Contractor, the Contractor must, as part of the registration process:

33ZA.3.1 make information available to R about the practice's digital services and about how R may interact with the practice via online access; and

33ZA.3.2 inform R in writing that on becoming a Registered Patient, R will be provided with the facility to access R's Prospective Medical Record (unless R chooses not to be provided with that facility).

33ZA.4 The Contractor must configure its computerised clinical systems so as to allow its Registered Patients the facility to access online information entered onto their medical record.

33ZA.5 In this clause 33ZA, "Relevant Date" means:

33ZA.5.1 if the Contractor has not provided P with the facility to access online P's Prospective Medical Record under this

clause 33ZA as in force immediately before 15 May 2023, the day on which the Contractor does provide the facility under clause 33ZA.1.1; or

33ZA.5.2 31 October 2023;

whichever is the earlier.

33ZA.6 Where:

33ZA.6.1 the Contractor has not, before 15 May 2023, provided P with the facility to access online P's Prospective Medical Record; and

33ZA.6.2 P makes a request in writing to the Contractor on or after 15 May 2023 but before 31 October 2023, to be provided with that facility;

the Contractor must provide that facility to P by the end of the Compliance Period or by 31 October 2023, whichever is the earlier.

33ZA.7 Where:

33ZA.7.1 the Contractor has not, before 1 November 2023, for whatever reason, provided P with the facility to access online P's Prospective Medical Record; and

33ZA.7.2 P makes a request in writing to the Contractor on or after 31 October 2023 to be provided with that facility;

the Contractor must provide P with that facility by the end of the Compliance Period.

33ZA.8 Subject to clause 33ZA.9, the Contractor must not remove the facility of a Registered Patient to access online their medical record provided under:

33ZA.8.1 this clause 33ZA as in force immediately before 15 May 2023; or

33ZA.8.2 clause 33ZA.1.

33ZA.9 Nothing in this clause 33ZA requires the Contractor to provide P with the facility to access:

33ZA.9.1 online information entered onto the medical record where that information is Excepted Information;

33ZA.9.2 online information entered onto P's Prospective Medical Record where P has informed the Contractor that they do not, or no longer, wish to be provided with that facility; or

33ZA.9.3 information referred to in clause 33ZA.1.2 which the Contractor's computerised systems cannot separate from any free-text entry in P's medical record.

33ZA.10 For the purposes of this clause 33ZA and clause 33ZB:

33ZA.10.1 "the Compliance Period" means the period specified in Article 12 of the UK GDPR for compliance with a request made in exercise of a right under Article 15 of the UK GDPR;

33ZA.10.2 information is "Excepted Information" if the Contractor would not be required to disclose it in response to a request made in exercise of a right under Article 15 of the UK GDPR.

33ZA.11 For the purposes of clause 33ZA.10, "UK GDPR" has the meaning given in section 3(10) of the Data Protection Act 2018.

33ZB Patient online services: provision of online access to full digital medical record

33ZB.1 The Contractor must provide a Registered Patient ("P") with the facility to access online Relevant Medical Information if:

33ZB.1.1 its computerised clinical systems allow it to do so; and

33ZB.1.2 P requests, in Writing, that it provide that facility.

33ZB.1A Where P makes a request under clause 33ZB.1.2, the Contractor must provide P with the facility by the end of the Compliance Period.

33ZB.1B The Contractor must configure its computerised clinical systems so as to allow its Registered Patients the facility to access online their Relevant Medical Information.

33ZB.2 In this clause 33ZB, "Relevant Medical Information" means any information entered on P's medical record other than:

33ZB.2.1 any information which P can access online via a facility provided in accordance with clause 33ZA.1; or

33ZB.2.2 any Excepted Information.

33ZC Patient online services: providing and updating personal or contact information

33ZC.1 The Contractor must offer and promote to its registered Patients a facility for providing their personal or contact information, or informing the Contractor of a change to that information, which meets the condition in clause 33ZC.2.

33ZC.2 A facility meets the condition in this clause if it enables:

33ZC.2.1 P; or

33ZC.2.2 where P is a person to whom clause 33ZC.3 applies, an Appropriate Person acting on behalf of P;

to provide the Contractor with, or inform it of any change to, P's personal or contact information in P's medical record, either online or by other electronic means.

33ZC.3 This clause applies to a person if they:

33ZC.3.1 are a Child; or

33ZC.3.2 lack the capacity to provide the Contractor with their personal or contact information or to authorise a person to provide such information on their behalf.

33ZC.4 For the purposes of this clause, P's personal and contact information is:

33ZC.4.1 their name;

33ZC.4.2 their ethnicity;

33ZC.4.3 their address;

33ZC.4.4 their telephone number or mobile telephone number (if any); and

33ZC.4.5 their electronic mail address (if any).

33ZD Patient online services: provision of an online consultation tool

33ZD.1 The Contractor must offer and promote an Online Consultation Tool to its registered Patients.

33ZD.2 An "online consultation tool" is an online facility provided using Appropriate Software which satisfies the condition in clause 33ZD.2A and through which a Patient, or an appropriate person acting on behalf of a person to whom clause 33ZD.4 applies, may make:

33ZD.2.1 a request for advice or information related to the Patient's

health, or

33ZD.2.2 a clinical or administrative request.

33ZD.2A The condition in this clause is that the online facility does not limit the number of requests using the Online Consultation Tool that can be made during Core Hours or during any period of time within Core Hours.

33ZD.3 An Online Consultation Tool may incorporate:

33ZD.3.1 any of the facilities which the Contractor is required to offer, promote or, as the case may be, provide under clauses 33 to 33ZC; or

33ZD.3.2 the communication method which the Contractor is required to offer and promote under clause 33ZE.

33ZD.4 This clause applies to a person if they:

33ZD.4.1 are a Child; or

33ZD.4.2 lack the capacity to communicate with the Contractor through an online facility or to authorise a person to communicate with the Contractor through such a facility on their behalf.

33ZE Secure electronic communications

33ZE.1 The Contractor must:

33ZE.1.1 offer and promote to its registered Patients a Relevant Electronic Communication Method; and

33ZE.1.2 use the Relevant Electronic Communication Method to communicate with:

33ZE.1.2.1 a registered Patient; or

33ZE.1.2.2 where the registered Patient is a person to whom clause 33ZE.4 applies, an Appropriate Person acting on behalf of the Patient.

33ZE.2 But clause 33ZE.1.2 does not require the Contractor to use the Relevant Electronic Communication Method where:

33ZE.2.1 it would not be clinically appropriate to do so for the Patient on that occasion; or

33ZE.2.2 it is otherwise not appropriate to the needs or circumstances of the Patient.

33ZE.3 For the purposes of this clause 33ZE, a "Relevant Electronic Communication Method" is a method of electronic communication which is provided using Appropriate Software and which can be used:

33ZE.3.1 by the Contractor to respond, in Writing in electronic form, to requests made through the Online Consultation Tool; and

33ZE.3.2 by the Contractor and its registered Patients or Appropriate Persons acting on behalf of registered Patients (as the case may be) to otherwise communicate with each other, in Writing in electronic form.

33ZE.4 This clause applies to a person if they:

33ZE.4.1 are a Child; or

33ZE.4.2 lack the capacity to communicate with the Contractor using the Relevant Electronic Communication Method or to authorise a person to do so on their behalf.

33ZF Video Consultations

33ZF.1 The Contractor must offer and promote to its registered Patients the facility of participating in their consultations with the Contractor by video conference provided using Appropriate Software ("Video Consultations").

33ZF.2 But clause 33ZF.1 does not require the Contractor to offer a Patient a Video Consultation where:

33ZF.2.1 it would not be clinically appropriate to do so for the Patient on that occasion; or

33ZF.2.2 it is otherwise not appropriate to the needs or circumstances of the Patient.

33ZF.3 The Contractor must not be party to a contract or other arrangement under which the software mentioned in clause 33ZF.1 is provided unless:

33ZF.3.1 it is satisfied that any software which a Patient needs to participate in a Video Consultation with the Contractor's practice is available free of charge to the Patient; and

33ZF.3.2 it has taken reasonable steps, having regard to the arrangement as a whole and disregarding the costs of any software, to satisfy itself that Patients will not have to pay more to participate in Video Consultations with the Contractor's practice than they would to participate in a meeting by video conference with any other person in the Contractor's area.

33ZG Meaning of appropriate software for the purposes of clauses 33ZD, 33ZE and 33ZF

33ZG.1 For the purposes of clauses 33ZD, 33ZE and 33ZF software which is used to provide a method of communication or facility (as the case may be) is appropriate if the software meets:

33ZG.1.1 the requirements in the GPIT Operating Model relevant to that software; or

33ZG.1.2 requirements which are equivalent in their effect to the relevant requirements in the GPIT Operating Model.

33ZG.2 Reserved.

33A Patient access to online services

33A.1 This clause applies to any contractor which has less than ten per cent of its registered patients registered with the contractor's practice to use the online services which the contractor is required under clause 33ZA.1 or 33ZA.2 to promote, offer or, as the case may be, provide to its registered patients ("patient online services").

33A.2 A contractor to which this clause applies must agree a plan with the Commissioner aimed at increasing the percentage of the contractor's registered patients who are registered with the contractor's practice to use patient online services.

33B Patient access: other availability of Directly Bookable Appointments

33B.1 The Contractor must ensure that all of its Directly Bookable Appointments are made available for booking by telephone or in person.

34 Personal Data

34.1 The Contractor must nominate a person with responsibility for practices and procedures relating to the confidentiality of Personal Data held by it.

34.2 The Contractor must comply fully in all respects with the provisions of the Data Protection Legislation.

34.3 The Contractor shall have regard to the provisions of the Confidentiality and Disclosure of Information: General Medical Services, Personal Medical Services and Alternative Provider Medical Services Code of Practice (as amended or reissued from time to time).

34.4 The Contractor must in providing the Services:

34.4.1 comply with the Confidentiality Code of Practice for NHS Staff;

34.4.2 comply with Protecting and Using Patient Information (a Manual for Caldicott Guardians);

34.4.3 appoint a senior clinician to perform the role of Caldicott Guardian and make available on request the name and contact details of the Caldicott Guardian to the Commissioner;

34.4.4 comply with the NHS Information Governance Toolkit (as such term is understood in the NHS from time to time, and to the extent that it applies to the Contractor); and

34.4.5 comply with the security management standard BS 7799-2.

35 Practice Leaflet

35.1 The Contractor providing Essential Services must compile a document (a “practice leaflet”) which must include the information specified in Schedule 12.

35.2 The Contractor must review its practice leaflet at least once in every period of twelve (12) months and make any amendments necessary to maintain its accuracy; and

35.3 The Contractor must make available a copy of the leaflet, and any subsequent updates, to its Patients and prospective patients.

36 Friends and Family Test

36.1 The Contractor which provides Essential Services must give all Patients who use the Contractor's Practice the opportunity to provide feedback about the service received from the Practice through the Friends and Family Test.

36.2 The Contractor must:

36.2.1 report the results of completed Friends and Family Tests to the Commissioner; and

36.2.2 publish the results of such completed Tests[19].

36.3 In this clause 36, "Friends and Family Test" means the arrangements that a Contractor is required by the Commissioner to implement to enable its Patients to provide anonymous feedback about the Patient experience at the Contractor's Practice.

36A Use of NHS primary care logo

36A.1 Where the Contractor chooses to apply the NHS primary care logo to signage, stationery, leaflets, posters, its Practice Website or to any other form of written representation relating to the primary care services it provides, it must have regard to guidance concerning use of the NHS primary care logo produced by NHS England.[20]

36B Marketing campaigns

[19] See pages 7 and 8 of the full Guidance for GP Practices on the Friends and Family Test in respect of the requirement on GP practices to submit monthly reports to the Commissioner and to publish the results of completed tests. This guidance is available at http://www.england.nhs.uk/ourwork/pe/fft/fft-guidance/. Hard copies of this guidance are available from Primary Care Contracting, NHS Employers, 50 Broadway, London SW1H 0DB.

[20] This guidance is available on NHS England's website at: https://www.england.nhs.uk/nhsidentity/identity-guidelines/primary-care-logo/.

36B.1 The Contractor must participate in a manner reasonably requested by the Commissioner in up to 6 marketing campaigns in each Financial Year.

36C Advertising private services

36C.1 The Contractor must not advertise the provision of Private Services, either itself or through any other person, whether the Contractor provides the services itself or they are provided by another person, by any written or electronic means where the same are used to advertise the Primary Medical Services it provides.

37 Requirement to have and maintain an online presence

37.1 The Contractor must have:

37.1.1 a Practice Website; or

37.1.2 an Online Practice Profile.

37.2 The Contractor must publish on its Practice Website or Online Practice Profile (as the case may be) all the information which is required to be included in its Practice Leaflet.

37.3 The Contractor must publish that information otherwise than by making its Practice Leaflet available for viewing or downloading.

37.4 The Contractor must review the information available on its Practice Website or Online Practice Profile at least once in every period of 12 months.

37.5 The Contractor must make any amendments necessary to maintain the accuracy of the information on its Practice Website or Online Practice Profile following:

37.5.1 a review under clause 37.4;

37.5.2 a change to:

37.5.2.1 the address of any of the Contractor's Practice Premises;

37.5.2.2 the Contractor's telephone number,

37.5.2.3 the Contractor's electronic-mail address (if made available on its Practice Website or Online Practice Profile); or

37.5.2.4 any other stated means by which a Patient may contact the Contractor to book or amend an appointment, or to order repeat prescriptions for drugs, medicines or Appliances.

37.5A The Contractor must also ensure there are links on its Practice Website or Online Practice Profile which direct people to:

37.5A.1 its Online Consultation Tool;

37.5A.2 the symptom checker and self-care information available on the NHS website; and

37.5A.3 the General Practice Patient Guidance published on the NHS England website.[21]

37.5B The links mentioned in clause 37.5A must be displayed prominently on the home page (or equivalent) of its Practice Website or Online Practice Profile (as the case may be).

[21] The guidance is available online at: https://www.england.nhs.uk/long-read/25-26-gp-contract-you-and-your-general-practice/ Hard copies are available from NHS England, Wellington House, 133-155 Wellington Road, London SE1 8UG

37.6 The requirements in this clause 37 are in addition to those in clauses 38.4 to 38.7 and paragraph 30.8 of Schedule 5 to this Agreement.

37.8 In this Agreement, "Online Practice Profile" means a profile:

37.8.1 which is on a website (other than the NHS website[22]), or an online platform, provided by another person for use by a Contractor; and

37.8.2 through which the Contractor advertises the Primary Medical Services it provides.

37A Requirement to maintain profile page on NHS website

37A.1 A Contractor must review the information available on its profile page on the NHS website[22] at least once in every period of 12 months.

37A.2 The Contractor must make any amendments necessary to maintain the accuracy of the information its profile page following:

37A.2.1 a review under paragraph clause 37A.1;

37A.2.2 a change to:

37A.2.2.1 the address of any of the Contractor's Practice Premises;

37A.2.2.2 the Contractor's telephone number;

37A.2.2.3 the Contractor's electronic-mail address (if made available on its profile page); or

37A.2.2.4 any other stated means by which a Patient may contact the Contractor to book or amend

[22] The NHS website is available at: https://www.nhs.uk/.

an appointment, or to order repeat prescriptions for drugs, medicines or Appliances.

38 Provision of Information

38.1 Subject to clause 38.2, the Contractor must, at the request of the Commissioner, produce to the Commissioner or to a person authorised in Writing by the Commissioner or allow it, or a person authorised in Writing by it, to access, on request:

38.1.1 any information which is reasonably required by the Commissioner for the purposes of or in connection with this Agreement [including (without limitation) any financial information relating to the Contractor]; and

38.1.2 any other information which is reasonably required by it in connection with the Commissioner's functions.

38.2 The Contractor is not required to comply with any request made under clause 38.1 unless it has been made by the Commissioner in accordance with directions made by the Secretary of State under section 98A (exercise of functions) of the 2006 Act.

38.3 The Contractor must produce the information requested, or, as the case may be, allow the Commissioner access to such information:

38.3.1 by such date as has been agreed as reasonable between the Contractor and the Commissioner; or

38.3.2 in the absence of such agreement, before the end of the period of twenty eight (28) days beginning with the date on which the request is made.

Publication of earnings information

38.4 The Contractor must publish each year on its Practice Website or Online Practice Profile the information specified in clause 38.5.

38.5 The information specified in this sub-paragraph is:

38.5.1 the mean net earnings in respect of the previous financial year of:

38.5.1.1 every general medical practitioner who was a party to the Agreement for a period of at least six months during that financial year; and

38.5.1.2 every general medical practitioner who was employed or engaged by the Contractor to provide services under the Contract in the Contractor's Practice, whether on a full-time or part-time basis and for a period of at least six months during that financial year; and

38.5.2 the:

38.5.2.1 total number of any general medical practitioners to whom the earnings information referred to in clause 38.5.1 relates, and

38.5.2.2 (where applicable) the number of those practitioners who have been employed or engaged by the Contractor to provide services under the Contract in the Contractor's Practice on a full time or a part time basis for a period of at least six months during the financial year in respect of which that information relates.

38.6 The information specified in clause 38.5.2 must be:

38.6.1 published by the Contractor before the end of the financial year following the financial year to which that information relates; and

38.6.2 made available by the Contractor in hard copy form on request.

38.7 For the purposes of clauses 38.4 to 38.6, "mean net earnings" are to be calculated by reference to the earnings of a General Medical Practitioner that, in the opinion of the Commissioner, are attributable to the performance or provision by the practitioner under the agreement of Primary Medical Services, after having disregarded any expenses properly incurred in the course of performing or providing those services.

38.7A **Disclosure of information about NHS Earnings: Contractors and Sub-Contractors**

38.7A.1 If the Contractor is an individual Medical Practitioner, the Contractor must comply with the Disclosure Obligation for each Relevant Financial Year in which:

38.7A.1.1 they are a Contractor; and

38.7A.1.2 their NHS Earnings exceed the Relevant Threshold.

38.7A.2 If the Contractor is a partnership, each Partnership Member must comply with the Disclosure Obligation for each Relevant Financial Year in which:

38.7A.2.1 the partnership is a Contractor; and

38.7A.2.2 the Partnership Member's NHS Earnings exceed the Relevant Threshold.

38.7A.3 In this clause 38.7A:

38.7A.3.1 the "Disclosure Obligation", in relation to a Relevant Financial Year, is the requirement for an individual ("I") to submit the following information for publication to NHS England by the Disclosure Date:

38.7A.3.1.1 I's name;

38.7A.3.1.2 I's job title;

38.7A.3.1.3 the details of each organisation from which I has derived NHS Earnings in that financial year; and

38.7A.3.1.4 the amount of I's NHS Earnings for that financial year;

38.7A.3.2 "Relevant Financial Year" means a financial year ending:

38.7A.3.2.1 on or after 31 March 2022; but

38.7A.3.2.2 on or before 31 March 2024;

38.7A.3.3 "Relevant Threshold" means:

38.7A.3.3.1 Reserved;

38.7A.3.3.2 Reserved;

38.7A.3.3.3 for the financial year ending on 31 March 2022, £156,000;

38.7A.3.3.4 for the financial year ending on 31 March 2023, £159,000;

38.7A.3.3.5 for the financial year ending on 31 March 2024, £163,000.

38.7A.4 For the purposes of sub-clause 38.7A.3.1 “the Disclosure Date”, in relation to a Relevant Financial Year, is 30 April in the financial year which begins immediately after the end of the Next Financial Year.

38.7A.5 For the purposes of clause 38.7A.4 “the Next Financial Year”, in relation to a financial year (“FY1”), is the financial year which begins immediately after the end of FY1.

38.7A.6 The Contractor must not sub-contract any of its obligations to provide clinical services under the Contract unless:

38.7A.6.1 where the Sub-Contractor is an individual, the sub-contract entered into by the Contractor requires the individual to comply with the Disclosure Obligation for each Relevant Financial Year in which the individual’s NHS Earnings exceed the Relevant Threshold;

38.7A.6.2 where the Sub-Contractor is a partnership, the sub-contract entered into by the Contractor requires each Sub-Contractor Partnership Member to comply with the Disclosure Obligation for each Relevant Financial Year in which the Sub-Contractor Partnership Member’s NHS Earnings exceed the Relevant Financial Threshold;

38.7A.6.3 in all cases, the sub-contract prohibits the Sub-Contractor (“S”) from sub-contracting, where permitted by clause 27.4A, any of the clinical services S has agreed with the Contractor to provide under the sub-contract unless:

38.7A.6.3.1 where the Sub-Contractor is an individual (“I”), the sub-contract entered into by S requires I to comply with the Disclosure Obligation for each financial year in which

I's NHS Earnings exceed the Relevant Threshold;

38.7A.6.3.2 where the Sub-Contractor is a partnership, the sub-contract entered into by S requires each Sub-Contractor Partnership Member of that partnership to comply with the Disclosure Obligation for each Relevant Financial Year in which the Sub-Contractor Partnership Member's NHS Earnings exceed the Relevant Threshold.

38.7A.7 The Contractor must use reasonable endeavours to ensure that any Relevant Sub-Contract is amended to contain the terms specified in clause 38.7A.9.

38.7A.8 For the purposes of clause 38.7A.7 "Relevant Sub-Contract" means a sub-contract:

38.7A.8.1 for the provision of any of the clinical services which the Contractor is required to provide under the Agreement by any other person; and

38.7A.8.2 which is in force at the time when the term in clause 38.7A.7 is incorporated into the Agreement.

38.7A.9 The terms are:

38.7A.9.1 a term which requires:

38.7A.9.1.1 the Sub-Contractor ("S"), where S is an individual; or

38.7A.9.1.2 each Sub-Contractor Partnership Member, where S is a partnership;

to comply with the Disclosure Obligation for each Relevant Financial Year in which the individual's, or as the case may be, Sub-Contractor Partnership Member's NHS Earnings exceed the Relevant Threshold;

38.7A.9.2 a term which prevents S from sub-contracting obligations to provide clinical services under the contract, where permitted by clause 27.4A; unless:

38.7A.9.2.1 where the Sub-Contractor is an individual ("I"), the sub-contract entered into by S requires I to comply with the Disclosure Obligation in relation to each financial year in which I's NHS earnings exceed the Relevant Threshold;

38.7A.9.2.2 where the Sub-Contractor is a partnership, the sub-contract entered into by S requires each Sub-Contractor Partnership Member of that partnership to comply with the Disclosure Obligation in relation to each Relevant Financial Year in which the Sub-Contractor Partnership Member's NHS Earnings exceed the Relevant Threshold;

38.7A.9.3 a term which requires S to use reasonable endeavours to ensure that any sub-contract entered into before the term in clause 38.7A.9.2 was incorporated into that sub-contract is amended to :

38.7A.9.3.1 include a term in clause 38.7A.9.2.1 in a sub-contract between S and I: and

38.7A.9.3.2 include the term in clause 38.7A.9.2.2 in a sub-contract between S and a partnership.

38.7A.10 Nothing in clauses 38.7A.6, 38.7A.7, or 38.7A.9 requires any individual to comply with the Disclosure Obligation for any Relevant Financial Year which:

38.7A.10.1 ends before the individual or partnership (as the case may be) enters into a sub-contract with the Contractor or a Sub-Contractor;

38.7A.10.2 begins after the individual's, or, as the case may be, partnership's, sub-contract with the Contractor or Sub-Contractor has terminated.

38.7A.11 In this clause 38.7A:

"Locum Practitioner" has the meaning given in Schedule 15 to the National Health Service Pension Scheme Regulations 2015;

"NHS Earnings" has the meaning given in clause 38.7B;

"Partnership Member", in relation to a Contractor who is a partnership, means an individual who is a partner in that partnership;

"Sub-Contractor" means a person to whom any rights or duties under the contract in relation to clinical matters are, or have been, sub-contracted under clause 27.1, and includes an individual who is a Locum Practitioner;

"Sub-Contractor Partnership Member", in relation to a sub-Contractor who is a partnership, means an individual who is a partner in that partnership.

38.7AA **Disclosure of information about NHS earnings: jobholders**

38.7AA.1 In this clause:

38.7AA.1.1 "Disclosure Obligation", "Relevant Financial Year", "Relevant Threshold", the "Disclosure Date" and "Sub-Contractor" shall have the meanings given in clause 38.7A.

38.7AA.1.2 "NHS Earnings" has the meaning given in clause 38.7B.

38.7AA.2 In this clause and, where applicable, in clause 38.7B:

38.7AA.2.1 "Contract of Engagement" means a contract of employment or other agreement under which a Jobholder is engaged;

38.7AA.2.2 "Jobholder" means:

38.7AA.2.2.1 an individual employed by a Relevant Person;

38.7AA.2.2.2 an individual engaged by a Relevant Person under a contract for services to provide services which enable the Relevant Person to fulfil its obligations under the Agreement or sub-contract, as the case may be;

38.7AA.2.2.3 an individual engaged by a Third Party to provide clinical services;

38.7AA.2.2.4 where the Relevant Person is a company, a director or company secretary of that company;

38.7AA.2.3 "Relevant Person" means:

38.7AA.2.3.1 the Contractor;

38.7AA.2.3.2 the Sub-Contractor

38.7AA.2.3.3 a person to whom the Sub-Contractor has sub-contracted obligations as permitted under clause 27.4A ("P");

38.7AA.2.4 "Third Party Contract" means a contract or other agreement under which a Relevant Person is provided with a Jobholder to provide clinical services under the Agreement or sub-contract, as the case may be, and which is between:

38.7AA.2.4.1 the Contractor and a person other than a Jobholder or Sub-Contractor;

38.7AA.2.4.2 a Sub-Contractor and a person other than a Jobholder, the Contractor, or a person ("P") to whom the Sub-Contractor has sub-contracted obligations as permitted under clause 27.4A; or

38.7AA.2.4.3 P and a person other than a Jobholder or Sub-contractor;

38.7AA.2.5 "Third Party" is to be construed with the definition of "Third Party Contract".

38.7AA.3 The Contractor shall not enter into a Contract of Engagement unless it requires the Jobholder to comply with the Disclosure Obligation for each Relevant Financial Year in which the Jobholder's NHS Earnings exceed the Relevant Threshold.

38.7AA.4 The Contractor shall not sub-contract any of its obligations to provide clinical services under the Agreement unless:

38.7AA.4.1 the sub-contract entered into by the Contractor requires the sub-contractor ("S") to:

38.7AA.4.1.1 include the term specified in clause 38.7AA.6 in any Contract of Engagement S enters into with a Jobholder on or after entering into the sub-contract; and

38.7AA.4.1.2 use reasonable endeavours to include it in any Contract of Engagement which S has entered into prior to entering into the sub-contract; and

38.7AA.4.2 the sub-contract prevents S from sub-contracting to P any of the clinical services S has agreed with the Contractor to provide under the Sub-contract unless the sub-contract S enters into with P includes the term specified in clause 38.7AA.5.

38.7AA.5 The term requires P to:

38.7AA.5.1 include the term specified in clause 38.7AA.5 in any Contract of Engagement which P enters into with a Jobholder on or after entering into the sub-contract with S; and

38.7AA.5.2 to use reasonable endeavours to include it in any Contract of Engagement which P has entered into prior to entering into that sub-contract.

38.7AA.6 The term requires the Jobholder to comply with the Disclosure Obligation for each Relevant Financial Year in which the Jobholder's NHS earnings exceed the Relevant Threshold.

38.7AA.7 The Contractor shall use reasonable endeavours to ensure that any Contract of Engagement, which the Contractor entered into before the term in clause 38.7AA.3 is incorporated into the Agreement, is amended to include the term specified in 38.7AA.6.

38.7AA.8 The Contractor shall use reasonable endeavours to ensure that any sub-contract which the Contractor entered into before the term in clause 38.7AA.4 is incorporated into the agreement is amended to include the terms specified in paragraph clause 38.7AA.9.

38.7AA.9 The terms are:

38.7AA.9.1 a term which requires S to:

38.7AA.9.1.1 include the term specified in clause 38.7AA.6 in any Contract of Engagement S enters into with a Jobholder on or after the amendment of the sub-contract;

38.7AA.9.1.2 to use reasonable endeavours to include the term specified in clause 38.7AA.6 in any Contract of Engagement to which S is a party entered into before the amendment of the sub-contract, and

38.7AA.9.1.3 use reasonable endeavours to include the term specified in clause 38.7AA.5 in any sub-contract which S has entered into with P before the amendment of the sub-contract pursuant to clause 38.7AA.8;

38.7AA.9.2 a term which prevents S from sub-contracting to P obligations to provide clinical services under the Agreement unless the sub-contract entered into by S includes the term specified in clause 38.7AA.5.

38.7AA.10 The Contractor shall use reasonable endeavours to include in a Third Party Contract (whenever entered into) a term requiring the Third Party ("T"):

38.7AA.10.1 to include the term specified in clause 38.7AA.6 in any Contract of Engagement which T enters into with a Jobholder on or after entering into the contract with the Contractor;

38.7AA.10.2 to use reasonable endeavours to include that term in any Contract Of Engagement which T has entered into prior to entering into the contract with the Contractor.

38.7AA.11 The Contractor shall not sub-contract any of its obligations to provide clinical services under the Agreement, unless the sub-contract requires S to use reasonable endeavours to:

38.7AA.11.1 include in a Third Party Contract (whenever entered into) a term requiring T:

38.7AA.11.1.1 to include the term specified in clause 38.7AA.6 in any Contract of Engagement which T enters into with a Jobholder on or after entering into the contract with S;

38.7AA.11.1.2 to use reasonable endeavours to include that term in any Contract of Engagement which T has

entered into prior to entering into the contract with S; and

38.7AA.11.2 include in any sub-contract between S and P a term requiring P to use reasonable endeavours to include in any Third Party Contract (whenever entered into) the term specified in clause 38.7AA.12.

38.7AA.12 The term is one which requires T:

38.7AA.12.1 to include the term specified in clause 38.7AA.6 in any Contract of Engagement which T enters into with a Jobholder on or after entering into the contract with P;

38.7AA.12.2 to use reasonable endeavours to include that term in any Contract of Engagement which T has entered into prior to entering into the contract with P.

38.7AA.13 Nothing in this clause 38.7AA requires a Jobholder to comply with the Disclosure Obligation for any Relevant Financial Year which:

38.7AA.13.1 ends before the Jobholder enters into a Contract of Engagement;

38.7AA.13.2 begins after the Jobholder's Contract of Engagement has terminated.

38.7B **Calculation of NHS Earnings for the purposes of clauses 38.7A and 38.7AA**

38.7B.1 This clause sets out how an individual's NHS Earnings are to be calculated for the purposes of clauses 38.7A and 38.7AA.

38.7B.2 An individual's NHS Earnings for a Relevant Financial Year are those earnings which constitute Relevant Income in respect of that financial year.

38.7B.3 In this clause 38.7B "Relevant Income":

38.7B.3.1 in relation to an individual who is an Active Member of the Scheme and is a Medical Practitioner (other than a Locum Practitioner) or a Non-GP Provider, means income (including any form of remuneration and any salary, wages, fees, director's remuneration or dividends) which is practitioner income as determined under Schedule 10 to the NHS Pension Scheme Regulations, as modified in accordance with clause 38.7B.4, in respect of the financial year in question;

38.7B.3.2 in relation to a person ("P") who is an Active Member of the Scheme and a Locum Practitioner, means:

38.7B.3.2.1 any income which is Locum Practitioner income as determined under paragraph 7 of Schedule 10 to the NHS Pension Scheme Regulations in respect of the financial year in question; and

38.7B.3.2.2 any other income (including any form of remuneration and salary, wages, fees, director's remuneration or dividends) received by P in the financial year in question from any organisation which would have been treated as practitioner income under Schedule 10 to the NHS Pension Scheme Regulations, as modified in accordance with 38.7B.4, if P had been a

Medical Practitioner but not a Locum Practitioner;

38.7B.3.2A in relation to a Jobholder who does not fall within clause 38.7B.3.2.1 or clause 38.7B.3.2.2, means:

38.7B.3.2A.1 any remuneration, salary, wages, fees, director's remuneration or dividends received in respect of the financial year in question under the Contract of Engagement and any other Contract of Engagement under which the Jobholder provides services in respect of a contract or an agreement for primary medical services made under section 92 or 83(2) of the Act; and

38.7B.3.2A.2 any other income which would be treated as practitioner income under Schedule 10 to the NHS Pension Scheme Regulations as modified in accordance with clause 38.7B.4 in respect of the Financial Year in question if the Jobholder:

38.7B.3.2A.2.1 were an active member of the scheme; and

38.7B.3.2A.2.2 a medical practitioner or non-GP provider;

38.7B.3.3 in relation to any other person ("P"), means income (including any form of remuneration and any salary, wages, fees, director's remuneration or dividends)

received by P in the financial year in question from any organisation which would have been treated as practitioner income under Schedule 10 to the NHS Pension Scheme Regulations, as modified in accordance with clause 38.7B.4, if P had been:

38.7B.3.3.1 an Active Member of the Scheme; and

38.7B.3.3.2 a Medical Practitioner or Non-GP Provider.

38.7B.4 For the purposes of determining a person's Relevant Income under sub-clauses 38.7B.3.1, 38.7B.3.2.2 or 38.7B.3.3, Schedule 10 to the NHS Pensions Regulations applies as if the following provisions of that Schedule were omitted:

38.7B.4.1 paragraph 2(1)(b) and the "and" immediately preceding it; and

38.7B.4.2 paragraph 3.

38.7B.4.3 Reserved.

38.7B.4A For the purposes of this clause 38.7B, where the Contractor has sub-contracted any obligations under the Agreement, any payments made:

38.7B.4A.1 under the sub-contract; or

38.7B.4A.2 under any sub-contract which the sub-contractor has entered into with another person, as permitted under clause 27.4A;

are to be treated as income derived from the Agreement.

38.7B.5 In this clause 38.7B:

"the NHS Pension Scheme Regulations" means the National Health Service Pension Scheme Regulations 2015 and "Active Member" ,

"Locum Practitioner", "Medical Practitioner" , "Member" and "Non-GP Provider" have the meanings given for the purposes of those Regulations;

"Relevant Financial Year" has the meaning given in clause 38.7A; and

"the Scheme" means the National Health Service Pension Scheme established by the NHS Pension Scheme Regulations.

38.8 Reserved.

38.9 Reserved.

38.10 Reserved.

38.11 Reserved.

National Diabetes Audit

38.12 The Contractor must record any data required by NHS England for the purposes of the National Diabetes Audit in accordance with clause 38.13.

38.13 The data referred to in clause 38.12 must be appropriately coded by the Contractor and uploaded onto the Contractor's computerised clinical systems in line with the requirements of guidance published by NHS Employers for these purposes.[23]

38.14 The Contractor must ensure that the coded data is uploaded onto its computerised clinical systems and available for collection by NHS England at such intervals during each financial year as are notified to the Contractor by NHS England.

[23] See section 2 of the guidance entitled "2017/18 General Medical Services (GMS) Contract" published by NHS Employers which is available at https://www.england.nhs.uk/gp/investment/gp-contract/.

Information relating to indicators no longer in the Quality and Outcomes Framework[24]

38.15 The Contractor must allow the extraction from the Contractor's computerised clinical systems by NHS England specified in the table set out at Schedule 13 to this Agreement relating to clinical indicators which are no longer in the Quality Outcomes Framework at such intervals during each financial year as are notified to the Contractor by NHS England.

Information relating to alcohol related risk reduction and dementia diagnosis and treatment

38.16 The Contractor must allow the extraction by NHS England of the information[25] specified in:

38.16.1 clause 38.17 in relation to alcohol related risk reduction; and

38.16.2 clause 38.18 in relation to dementia diagnosis and treatment;

from the record that the Contractor is required to keep in respect of each registered patient under regulation 60 of the Regulations by such means, and at such intervals during each financial year, as are notified to the Contractor by NHS England.

38.17 The information specified in this clause is information required in connection with the requirements under clause 29.

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24 The Quality and Outcomes Framework (QOF) is provided for in the GMS Statement of Financial Entitlements (see definition in clause 17A.1.1). Participation by contractors in the QOF is voluntary. However, contractors which participate in the QOF are required to accomplish the specified tasks or achieve the specified outcomes which are included in the QOF as “indicators” in return for payments which are measured against their achievements in respect of particular indicators.

25 See section 4 of the guidance entitled "2017/18 General Medical Services (GMS) Contract" published by NHS Employers which is available at https://www.england.nhs.uk/gp/investment/gp-contract/.

38.18 The information specified in this clause is information relating to any clinical interventions provided by the Contractor in the preceding 12 months in respect of a patient who is suffering from, or who is at risk of suffering from, dementia.

NHS England Workforce Collection

38.19 The Contractor must record and submit any data required by NHS England for the purposes of the NHS England Workforce Collection (known as the "Workforce Minimum Data Set") in accordance with clause 38.20.

38.20 The data referred to in clause 38.19 must be:

38.20.1 appropriately coded, reviewed and updated by the Contractor in line with agreed standards set out in guidance published by NHS England;

38.20.2 submitted to NHS England:

38.20.2.1 using the data entry module on the National Workforce Reporting Service[26], which is a facility provided by NHS England to the contractor for this purpose; and

38.20.2.2 at such intervals during the financial year as are notified to the Contractor by NHS England.

38.21 Reserved.

Information relating to overseas visitors

38.22 The Contractor must:

[26] Available online at: https://digital.nhs.uk/data-and-information/areas-of-interest/workforce/national-workforce-reporting- service-nwrs. Hard copies are available from NHS England, Wellington House, 133-155 Wellington Road, London SE1 8UG.

38.22.1 record the information specified in clause 38.22.2 relating to overseas visitors, where that information has been provided to it by a newly registered patient on a form supplied to the Contractor by NHS England for this purpose; and

38.22.2 where applicable in the case of a Patient, record the fact that the Patient is the holder of a document:

38.22.2.1 which is:

38.22.2.1.1 a European Health Insurance Card;

38.22.2.1.2 an S1 Healthcare Certificate[27]; or

38.22.2.1.3 a document which, for the purposes of a listed healthcare arrangement as defined in regulation 1(3) of the Healthcare (European Economic Area and Switzerland Arrangements) (EU Exit) Regulations 2019, is treated as equivalent to a document referred to in sub-clause 38.22.2.1.1 ("EHIC Equivalent Document") or sub-clause 38.22.2.1.2 ("S1 Equivalent Document"); and

38.22.2.2 which has not been issued to or in respect of the Patient by the United Kingdom.

38.23 The information specified in this clause is:

38.23.1 in the case of a patient who holds a European Health Insurance Card or EHIC Equivalent Document which has not been issued to the patient by the United Kingdom, the

[27] An S1 Healthcare Certificate is issued to those who are posted abroad and who pay National Insurance Contributions in the United Kingdom or to people in receipt of UK exportable benefits (e.g. retirement pensions). Further information is available at: Healthcare cover when moving abroad | NHSBSA or from NHS BSA, Stella House, Goldcrest Way, Newbury Riverside, Newcastle Upon Tyne, NE15 8NY.

information contained on that card or document in respect of the patient; and

38.23.2 in the case of a patient who holds a Provisional Replacement Certificate[28] issued in respect of the patient's European Health Insurance Card, the information contained on that certificate in respect of the patient.

38.24 The information referred to in clause 38.23 must be submitted by the Contractor to NHS England:

38.24.1 electronically at nhsdigital.costrecovery@nhs.net; or

38.24.2 by post in hard copy form to EHIC, PDS NBO, NHS Digital, Smedley Hydro, Trafalgar Road, Southport, Merseyside PR8 2HH.

38.25 Where the patient is a holder of a S1 Healthcare Certificate or S1 Equivalent Document, the Contractor must send that certificate or document, or a copy of that certificate or document, to the NHS Business Services Authority:

38.25.1 electronically to nhsbsa.faregistrationsohs@nhs.net; or

38.25.2 by post in hard copy form to Cost Recovery, Overseas Healthcare Service, Bridge House, 152 Pilgrim Street, Newcastle Upon Tyne, NE1 6SN.

MHRA Central Alerting System

38.26 The Contractor must:

[28] Further information about Provisional Replacement Certificates is available at: http://www.nhs.uk/NHSEngland/Healthcareabroad/EHIC/Pages/about-the-ehic.aspx or from NHS England, PO Box 16738, Redditch, B97 7PT.

38.26.1 provide to the MHRA on request, an electronic mail address which is registered to the Contractor's practice;

38.26.2 monitor that address;

38.26.3 if that address ceases to be registered to the practice, notify the MHRA immediately of its new electronic mail address; and

38.26.4 provide to the MHRA on request, one or more mobile telephone numbers for use in the event the Contractor is unable to receive electronic mail.

Collection of data relating to appointments in general practice

38.27 The Contractor must participate in the collection of anonymised data relating to appointments for its registered patients ("GP Practice Data") in accordance with the "GP Appointments Data Collection in Support of Winter Pressures"[29] referred to in the Health and Social Care Information Centre (Establishment of Information Systems for NHS Services: General Practice Appointments Data Collection in Support of Winter Pressures) Directions 2017[30] (the functions of the Health and Social Care Information Centre under the Directions were transferred to NHS England by the Health and Social Care Information Centre (Transfer of Functions, Abolition and Transitional Provisions) Regulations 2023).

[29] Originally introduced in support of winter pressures and still referred to that way. NHS Digital: https://digital.nhs.uk/about-nhs-digital/corporate-information-and-documents/directions-and-data-provision-notices/data-provision-notices-dpns/gp-appointments-data-collection-in-support-of-winter-pressures-version-2. Hard copies can be obtained by post from NHS Digital, 1 Trevelyan Square, Boar Lane, Leeds LS1 6AE.

[30] The Health and Social Care Information Centre (Establishment of Information Systems for NHS Services: General Practice Appointments Data Collection in Support of Winter Pressures) Directions 2017, which were signed on 15th September 2017, are made under section 254 of the Health and Social Care Act 2012 (c.7). See: https://digital.nhs.uk/about-nhs-digital/corporate-information-and-documents/directions-and-data-provision-notices/data-provision-notices-dpns/gp-appointments-data-collection-in-support-of-winter-pressures-version-2, or hard copies may be obtained by post from NHS Digital, 1 Trevelyan Square, Boar Lane, Leeds, West Yorkshire LS1 6AE.

38.28 The Contractor must ensure that all GP Practice Data relating to the provision of Primary Medical Services under this Agreement is recorded within the Appointment Book in accordance with the guidance entitled "More accurate General Practice appointment data".[31]

38.29 The Contractor must ensure that the GP Practice Data is uploaded onto its computerised clinical systems and available for collection by NHS England at such intervals during each financial year as notified to the Contractor by NHS England.

38.30 For the purposes of clauses 38.27 to 38.30, "Appointment Book" means a capability provided by the Contractor's computerised clinical systems and software supplier which supports the administration, scheduling, resourcing and reporting of appointments.

38.31 **Collection of data relating to use of the Online Consultation Tool and Video Consultations**

38.31.1 The Contractor must make available to the Commissioner such information as is specified by the Commissioner that is available to the Contractor in connection with use of the Online Consultation Tool under clause 33ZD and Video Consultations under clause 33ZF.

38.31.2 The Contractor must make information available to the Commissioner under clause 38.31.1 within such reasonable time frame as may be specified by the Commissioner.

Recording and reviewing Patient safety events

38.32 The Contractor must register for, and maintain an account with, the LFPSE Service that has administrator rights.

[31] The guidance can be found at: https://www.england.nhs.uk/publication/more-accurate-general-practice-appointment-data-guidance/ or hard copies can be obtained by post from Primary Care Strategy and NHS Contracts Group, NHS England, Area 2D, Skipton House, 80 London Road, London SE1 6HL.

38.33 In this regulation, "LFPSE Service" refers to the centralised system provided by NHS England to record information and provide data and analysis about events involving Patient safety.[32]

NHS staff surveys

38.34 The Contractor must make available to the Commissioner such information as specified by the Commissioner in connection with staff surveys that relate to the Contractor's staff.

38.35 The Contractor must make information available to the Commissioner under clause 38.34 within such reasonable time frame as may be specified by the Commissioner.

Information relating to the Lung Cancer Screening Programme

38.36 The Contractor must allow the extraction by NHS England, or by persons authorised by NHS England, of data reasonably required for the purpose of the Lung Cancer Screening Programme, from the record that the Contractor is required to keep under clause 29 by such means, and at such intervals, as are notified to the Contractor by NHS England.

38.37 The Contractor must co-operate, in so far as is reasonable, with NHS England, or persons authorised by NHS England, in relation to data extractions under clause 38.36.

38.38 In this regulation, "Lung Cancer Screening Programme" means the national programme arranged by NHS England of lung health checks for the purpose of detecting and diagnosing lung cancer, for persons identified by NHS England as recommended for such checks.

[32] Information about the service is available online at: https://www.england.nhs.uk/patient-safety/patient-safety-insight/learning-from-patient-safety-events/learn-from-patient-safety-events-service/

39 Provision of Information to a Medical Officer etc.

39.1 The Contractor must, if satisfied that the Patient consents:

39.1.1 supply in Writing to any person specified in clause 39.3 (a "relevant person"), before the end of such reasonable period as that person may specify, such clinical information as a person mentioned in clauses 39.3.1 to 39.3.4 considers relevant about a Patient to whom the Contractor or a person acting on behalf of the Contractor has issued or has refused to issue a medical certificate; and

39.1.2 answer any inquiries by a relevant person about:

39.1.2.1 a Prescription Form or medical certificate issued or created by, or on behalf of, the Contractor, or

39.1.2.2 any statement which the Contractor or a person acting on behalf of the Contractor has made in a report.

39.2 For the purposes of being satisfied that a Patient consents, a Contractor may rely on an assurance in Writing from a relevant person that the consent of the Patient has been obtained, unless the Contractor has reason to believe that the Patient does not consent.

39.3 For the purposes of clauses 39.1 and 39.2, the persons are:

39.3.1 a medical officer;

39.3.2 a nursing officer;

39.3.3 an occupational therapist;

39.3.4 a physiotherapist; or

39.3.5 an officer of the Department for Work and Pensions who is acting on behalf of, and at the direction of, any person specified in clauses 39.3.1 to 39.3.4.

39.4 In clauses 39.1 to 39.3:

39.4.1 "medical officer" means a medical practitioner who is:

39.4.1.1 employed or engaged by the Department for Work and Pensions, or

39.4.1.2 provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions;

39.4.2 "nursing officer" means a Health Care Professional who is registered on the Nursing and Midwifery Register and who is:

39.4.2.1 employed by the Department for Work and Pensions, or

39.4.2.2 provided by an organisation under a contract

with the Secretary of State for Work and Pensions;

39.4.3 "occupational therapist" means a Health Care Professional who is registered in the part of the register maintained by the Health Professions Council under article 5 of the Health and Social Work Professions Order 2001 (establishment and maintenance of register) relating to occupational therapists and who is:

39.4.3.1 employed or engaged by the Department for Work and Pensions, or

39.4.3.2 provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions; and

39.4.4 "physiotherapist" means a Health Care Professional who is registered in the part of the register maintained by the Health Professions Council under article 5 of the Health and Social Work Professions Order 2001 (establishment and maintenance of register) relating to physiotherapists and:

39.4.4.1 employed or engaged by the Department for Work and Pensions, or

39.4.4.2 provided by an organisation under a contract entered into with the Secretary of State for Work and Pensions.

40 Annual Return and Review

40.1 The Contractor must submit to the Commissioner an annual return relating to this Agreement which must require the same categories of information by all persons who hold agreements with the Commissioner and make available to the Commissioner a Digital Practice Area Map, for approval by the Commissioner. The Contractor must submit the annual return using the electronic practice self-declaration system (eDEC) or such system as notified by the Commissioner to the Contractor from time to time.

40.2 The Contractor must submit the completed return and make available the Digital Practice Area Map to the Commissioner:

40.2.1 by a date which has been agreed as reasonable between the Contractor and the Commissioner; or

40.2.2 in the absence of such agreement, before the end of period of 28 days beginning with the date on which the request was made.

40.3 The Commissioner may require one such annual return at any time during each period of twelve (12) months ending on 31 March in relation

to such period (not including any period covered by a previous annual return) as the Commissioner may specify.

40.4 Following the Commissioner's receipt of the annual return required under clause 40.1, the Commissioner must arrange with the Contractor an annual review of its performance under this Agreement.

40.5 The Commissioner must prepare a draft record of the annual review required under clause 40.4 for comment by the Contractor and, having regard to such comments, must produce a final written record of the review. The Commissioner must send a copy of the final record of the review to the Contractor.

41 Notices to the Commissioner

41.1 In addition to any requirements to give notice elsewhere in this Agreement, the Contractor must give notice in Writing to the Commissioner, as soon as reasonably practicable, of:

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

41.1.2 any circumstances which give rise to the Commissioner's right to terminate this Agreement under clauses 60 or 61; Classification: Official

41.1.3 any appointments system which the Contractor proposes to operate and the proposed discontinuance of any such system;

41.1.4 any change in the address of a Registered Patient of which the Contractor is aware;

41.1.5 the death of any Patient of which the Contractor is aware.

41.2 Where the Contractor is a limited company, it must give notice in Writing to the Commissioner forthwith as soon as:

41.2.1 any share in the Contractor is transmitted or transferred (whether legally or beneficially) to another person on a date after the date on which this Agreement has been entered into:

41.2.2 a new director or company secretary is appointed;

41.2.3 the Contractor passes a resolution or a court of competent jurisdiction makes an order that the Contractor be wound up;

41.2.4 circumstances arise which may entitle a creditor or a court to appoint a receiver, administrator or administrative receiver in respect of the company;

41.2.5 circumstances arise which would enable the court to make a winding up order in respect of the company; or

41.2.6 the Contractor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (definition of inability to pay debts).

41.3 A notice under clause 41.2.1 must confirm that the new shareholder, or, as the case may be, the personal representative of a deceased shareholder:

41.3.1 falls within section 93(1)(a), (b), (c), (d), (e), or (g) of the 2006 Act; and

41.3.2 meets the further conditions imposed on shareholders by virtue of Regulation 5 of the PMS Regulations.

41.4 A notice under clause 41.2.2 must confirm that the new director or, as the case may be, company secretary, meets the conditions imposed on

directories and company secretaries by virtue of Regulation 5 of the PMS Regulations.

41.5 The parties acknowledge this clause reflects the relevant requirements of the PMS Regulations to the fullest extent relevant to the Contractor. Where any shareholder does not fall within either clause 41.3.1 or 41.3.2 above, the Commissioner shall have the right to serve notice to terminate this Agreement.

41.6 Where the Contractor is an individual or a number of individuals and/or persons in partnership, it shall give notice in Writing forthwith to the Commissioner upon:

41.6.1 the occurrence of any event of bankruptcy, including (without limitation) making an arrangement or composition with its creditors or enters in to an Individual Voluntary Arrangement or upon the occurrence of any other event which is analogous to those described in clauses 41.2.2, 41.2.3, 41.2.4 or 41.2.5;

41.6.2 the death of a partner in a partnership;

41.6.3 the leaving of the partnership of any partner; or

41.6.4 the joining to the partnership of any partner.

41.7 Without prejudice to its rights under clause 60 of the Agreement and the requirements of clause 53, upon the occurrence of the events described in clause 41.6, the Commissioner may:

41.7.1 in the case of that described in clause 41.6.1 serve notice to terminate the Agreement;

41.7.2 in the case of those described in clauses 41.6.2 and 41.6.3, service notice to terminate the Agreement where the Commissioner acting reasonably is satisfied that Patient

safety might be compromised or the delivery of the Services to Patients significantly adversely affected;

41.7.3 in the case of that described in clause 41.6.4 require the new partner(s) to enter into a deed of adherence to this Agreement in a form specified by the Commissioner, save that if the new partner is not a person to whom section 93 of the 2006 Act applies, the Commissioner may serve notice to terminate the Agreement.

42 Notification of Deaths

42.1 The Contractor must give notice in Writing to the Commissioner of the death on its Premises of a Patient no later than the end of the first (1) Working Day after the day on which that death occurred. The notice must include:

42.1.1 the Patient's full name;

42.1.2 the Patient's National Health Service number (where known);

42.1.3 the date and place of the patient's death;

42.1.4 a brief description of the circumstances (as known) surrounding the patient's death;

42.1.5 the name of the medical practitioner or other person treating the Patient whilst the Patient was on the Contractor's Premises; and

42.1.6 the name (where known) of any other person who was present at the time of the patient's death.

43 Notifications to Patients following variation of this

Agreement

43.1 Where this Agreement is varied in accordance with clauses 53 or clauses 56 to 68 and, as a result of that variation:

43.1.1 there is to be a change in the range of services provided to the Contractor's Registered Patients; or

43.1.2 Patients who are on the Contractor's List of Patients are to be removed from that list,

the Commissioner, must notify give notice in Writing to those Patients of the variation and of its effect and inform those patients of the steps that they may take to obtain the services in question or register elsewhere for the provision to them of Essential Services (or their equivalent).

44 Entry and Inspection by the Commissioner

44.1 Subject to the conditions specified in clause 44.2, the Contractor must allow any person authorised in Writing by the Commissioner to enter and inspect the Contractor's Practice Premises at any time.

44.2 The conditions specified in this clause are that:

44.2.1 reasonable notice of the intended entry has been given;

44.2.2 written evidence of the authority of the person seeking entry is produced to the Contractor on request; and

44.2.3 entry is not made to any Premises or part of the Premises used as residential accommodation without the consent of the resident.

45 Entry and Inspection by the Care Quality Commission

45.1 The Contractor must allow persons authorised by the Care Quality Commission to enter and inspect the Contractor's Premises in accordance with section 62 of the 2006 Act Health and Social Care Act 2008 (entry and inspection).

46 Entry and viewing by Local Healthwatch organisations

46.1 The Contractor must comply with the requirement to allow an authorised representative to enter and view premises and observe the carrying-on of activities on those premises in accordance with regulations made under section 225 (duties of services-providers to allow entry by Local Healthwatch organisations or contractors) of the Local Government and Public Involvement Health Act 2007.

47 Counter Fraud and Security Management

47.1 Upon the request of the Commissioner or the NHS Counter Fraud and Security Management Service ("the CFSMS") the Contractor must ensure that the CFSMS is given access as soon as is reasonably practicable and in any event not later than seven (7) days from the date of the request to:

47.1.1 all property, premises, information (including records and data) owned or controlled by the Contractor relevant to the detection and investigation of cases of fraud and/or corruption directly or indirectly connected to this Agreement;

47.1.2 all members of the Contractor's Staff who may have information to provide that is relevant to the detection and investigation of cases of fraud and/or corruption directly or indirectly connected to this Agreement.

47.2 The Contractor must put in place appropriate arrangements to ensure the security of Patients whilst in the Premises; and for the prevention and detection of fraud by or in relation to Patients and/or in relation to public funds.

47.3 The Contractor must, on request by the Commissioner, permit the Commissioner or its authorised representative or a person duly authorised to act on behalf of the CFSMS, to review the arrangements put in place by the Contractor pursuant to clause 47.2.

47.4 The Contractor must, on request by the Commissioner permit:

47.4.1 the Local Counter Fraud Specialist ("LCFS") of the Commissioner;

47.4.2 a person duly authorised to act on the LCSF's behalf; or

47.4.3 a person duly authorised to act on the behalf of the NHS CFSMS,

to review the arrangements put in place by the Contractor pursuant to clause 47.2 and make such changes as a person described in clause 47.4.1 to 47.4.3 may reasonably require.

47.5 The Contractor must promptly upon becoming aware of any suspected fraud or corruption involving Patients' or public funds, report such matter to the LCFS of the Commissioner and/or the NHS CFSMS.

47.6 The provisions of clauses 47.1 and 47.5 shall continue following termination of this Agreement for any reason whatsoever and without limit in time.

48 Payment

48.1 Subject to clauses 48.2 and 48.3 the Commissioner shall pay the Contractor for all Services delivered under this Agreement at the rate set

out in Schedule 2 on the [15th] day of every Contract Month (such Contract Month being the same Contract Month as that in which the Services being paid for by the Commissioner are being performed by the Contractor) during the term of this Agreement in accordance with the provisions of this Agreement and any other conditions relating to payment contained in direction given by the Secretary of State under section 8 or section 94(4), 109(4) or s.273(1) or (4) of the 2006 Act, and each such payment shall be one twelfth of the then current Annual Contract Value. For the avoidance of doubt no further or other payments shall be due to the Contractor other than those expressed in Schedule 2.

48.2 The Annual Contract Value will be reviewed by the Commissioner on an annual basis to consider whether any uplift will be applied (at the Commissioner's complete discretion). Where the Commissioner determine that an uplift will be applied, the Parties may agree a variation in accordance with clause 53.1 to increase the Annual Contract Value accordingly and to take effect on 1st April of the Contract Year.

48.3 Where the cost of performing the Services increases because of a Change in Law, the Contractor may request the Commissioner consider an increase to the Annual Contract Value. Where the Commissioner, at its complete discretion, agrees to an increase, the Parties may agree a variation to the Annual Contract Value in accordance with clause 53.1.

48.4 The Commissioner's obligation under clause 48.1 is subject to the rights of the Commissioner under this clause 48.4 to set off against any amount payable to the Contractor pursuant to this Agreement any amount:

48.4.1 owed by the Contractor to the Commissioner under this Agreement including (without limitation) any sums paid in error by the Commissioner to the Contractor; or

48.4.2 that the Commissioner may withhold from the Contractor in accordance with the provisions of this Agreement; or

48.4.3 that the Commissioner may withhold in accordance with any other applicable provisions contained in the directions given by the Secretary of State pursuant to the 2006 Act.

48.5 If, pursuant to directions made under section 98A of the 2006 Act, the Commissioner is required to make a payment to the Contractor pursuant to this Agreement subject to conditions, then such conditions shall be a term of this Agreement.

48.6 Payment of any undisputed invoice raised by the Contractor pursuant to this Agreement for sums over and above the Annual Contract Value shall be made by the Commissioner within [thirty (30) days] from the date of such invoice.

48.7 Payment is exclusive of any applicable VAT for which the Commissioner shall be additionally liable to pay the Contractor upon receipt of a valid tax invoice at the prevailing rate in force from time to time.

48.8 If either party (acting in good faith) disputes all or any part of payments calculated in accordance with clause 48.1 or 48.6, the undisputed amount of the payment shall be paid by the Commissioner and the provisions of this clause 48.8 shall apply. The parties shall use all reasonable endeavours to resolve the dispute in question within thirty (30) Working Days of the dispute arising. If they fail so to resolve it, either party may refer the matter for determination in accordance with Schedule 6. Following resolution of the dispute, any amount agreed or determined to have been payable shall be paid forthwith by the Commissioner to the Contractor.

48.9 The Contractor shall be entitled, without prejudice, to any other right or remedy, to receive interest on any payment not duly made pursuant to

the terms of this Agreement on the due date calculated from day to day at a rate per annum equal to the Default Interest Rate from the day after the date on which payment was due up to and including the date of payment.

48.10 The payments that shall be made by the Commissioner to the Contractor under this Agreement shall be limited to those specifically expressed to be due and payable by the Commissioner to the Contractor pursuant to Schedule 2 and the Commissioner shall not be liable to pay any further or other sums to or in consequence of the Commissioner and the Contractor entering into the Agreement including (without limitation) SFE payments, QOF payments or any payments in respect of superannuation or the wider NHS Pension Scheme and associated or any further or other benefits of any type whatsoever.

Local Medical Committee Levies

48.11 The Contractor shall prior to the Commencement Date, provide the Commissioner with a list of medical practitioners who are performing Services under this Agreement and who wish to be represented by the Local Medical Committee for the area of the Contractor pursuant to the provisions of section 97 of the Act and unless the Commissioner has received written notice to the contrary from any individual medical practitioner, those medical practitioners will have been deemed to have given notice to the Commissioner of their wish to be represented by the Local Medical Committee.

48.12 Any practitioner who is added as a party to this Agreement or who is subsequently engaged by the Contractor as a performer of Services under this Agreement shall be deemed (unless written notice to the contrary has been given to the Commissioner by any individual medical practitioner) to have notified the Commissioner of their wish to be represented by the Local Medical Committee.

48.13 The Parties agree that in respect of each medical practitioner referred to in clauses 48.11 and 48.12, the Commissioner shall on a monthly basis deduct the sums specified in Schedule 2 from the monthly sum payable to the Contractor pursuant to clause 48.1. The sums specified in Schedule 2 shall be reviewed annually and any agreed variations shall be agreed in Writing between the Parties in accordance with clause 53.1.

48.14 Subject to data protection legislation, the Parties agree that the Commissioner shall on a quarterly basis, provide to the Local Medical Committee an up to date list of those medical practitioners who by operation of clauses 48.11 and 48.12, are deemed to have notified the Commissioner that they wish to be represented by the Local Medical Committee.][33]

49 Limitation of Liability

49.1 Nothing in this Agreement shall in any way exclude or limit either party's liability for death or personal injury caused by the defaulting party's negligence or for fraudulent misrepresentation.

50 Indemnity

50.1 The Contractor shall indemnify the Commissioner fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any death or personal injury or loss of or damage to property which is caused directly or indirectly by any act or omission or breach of obligation under the Agreement of the Contractor, its staff, agents or sub-Contractors save to the extent that the same was caused by any negligent act of the Commissioner or its servants.

51 Complaints

[33] Include if LMC levies are to be deducted in this manner

51.1 The Contractor must comply with the provisions set out in Schedule 8 (Complaints Requirements) in respect of matters reasonably connected with the provision of the Services under the Agreement and relating to its own complaint procedure (the "Contractor Complaints Procedure").

51.2 The Complaints Requirements and the Contractor Complaints Procedure must comply with the requirements of the Local Authority Social Services and National Health Service Complaints (England) Regulations 2009, as amended.

51.3 The Contractor must nominate:

51.3.1 a person responsible for the operation of the Contractor Complaints Procedure and the investigation of complaints (the "Complaints Officer"); and

51.3.2 a senior person responsible for the effective management of the complaints procedure and for ensuring action is taken in light of the outcome of any investigation (the "Complaints Manager").

51.4 Provided the Commissioner is notified of the change as soon as reasonably practicable after the change, the Contractor may change the Complaints Officer and Complaints Manager from time to time.

52 Co-operation with Investigations

52.1 Contractor must co-operate with:

52.1.1 the investigation of any Complaint made in relation to a matter that is reasonably connected with the provision of Services under the Agreement by:

52.1.1.1 the Commissioner;

52.1.1.2 the Health Service Commissioner; or

52.1.1.3 NHS England.

52.2 The Contractor shall co-operate with the investigation of a complaint by an NHS body or local authority which relates to a Patient or former Patient of the Contractor.

52.3 In clauses 52.1 to 52.2:

52.3.1 “NHS body” means in relation to England, NHS England, an Integrated Care Board, and in relation to England and Wales, Scotland and Northern Ireland, an NHS Trust, an NHS Foundation Trust, a Local Health Board, a Health Board, a Health and Social Services Board or a Health and Social Services Trust; and

52.3.2 “local authority” means:

52.3.2.1 a local authority within the meaning of any of the bodies listed in section 1 of the Local Authority Social Services Act 1970 (local authorities);

52.3.2.2 the Council of the Isles of Scilly;

52.3.2.3 a council constituted under section 2 of the Local Government etc. (Scotland) Act 1994 (constitution of councils); or

52.3.2.4 the council of a county or county borough in Wales; and

52.3.3 "Health Service Commissioner" means the person appointed Health Service Commissioner for England in accordance with section 1 of, and Schedule 1 to, the Health Service Commissioners Act 1993 (The Commissioner).

52.4 For the purposes of clause 52.1, co-operation includes:

52.4.1 answering any questions which are reasonably put to the Contractor by the Commissioner;

52.4.2 providing any information relating to the complaint which is reasonably required by the Commissioner; and

52.4.3 attending any meeting held to consider the complaint (if held at a reasonably accessible place and at a reasonable hour, and if due notice has been given) if the Contractor's presence at the meeting is reasonably required by the Commissioner.

52A Co-operation with other providers, etc.

52A.1. Where the Contractor does not provide to its registered patients or to persons whom it has accepted as Temporary Residents:

52A.1.1 a particular service, except in relation to one provided under the Network Contract Directed Enhanced Service Scheme which is a scheme provided for by the Primary Medical Services (Directed Enhanced Services) Directions; or

52A.1.2 Out of Hours Services, either at all or in respect of some periods or some services;

the Contractor must comply with the requirements specified in clause 52A.2.

52A.2. The requirements specified in this clause are that the Contractor must:

52A.2.1 co-operate in so far as is reasonable with any person responsible for the provision of that service or those services;

52A.2.2 comply in Core Hours with any reasonable request for information from such a person or from the Commissioner

relating to the provision of that service or those services; and

52A.2.3 in the case of Out of Hours Services:

52A.2.3.1 take reasonable steps to ensure that any Patient who contacts the Contractor's Practice during the Out of Hours Period is provided with information about how to obtain services during that period;

52A.2.3.2 ensure that the clinical details of all Out of Hours consultations received from the Out of Hours provider are reviewed by a clinician within the Contractor's Practice on the same working day as those details are received by the Practice or, exceptionally, on the next working day;

52A.2.3.3 ensure that any information requests received from the Out of Hours provider in respect of any Out of Hours consultations are responded to by a clinician within the Contractor's Practice on the same day as those requests are received by the Practice, or on the next working day;

52A.2.3.4 take all reasonable steps to comply with any systems which the Out of Hours provider has in place to ensure the rapid, secure and effective transmission of Patient data in respect of Out of Hours consultations; and

52A.2.3.5 agree with the Out of Hours provider a system for the rapid, secure and effective

transmission of information about Registered Patients who, due to chronic disease or terminal illness, are predicted as more likely to present themselves for treatment during the Out of Hours Period.

52A.3 Nothing in this clause 52A requires a Contractor whose agreement does not include the provision of out of hours services to make itself available during the Out of Hours Period.

52B Co-operation with Primary Care Networks

52B.1 The Contractor must comply with the requirements in clause 52B.2 where it is:

52B.1.1 signed up to the Network Contract Directed Enhanced Scheme ("the Scheme"); or

52B.1.2 not signed up to the Scheme but its Registered Patients or Temporary Residents, are provided with services under the Scheme ("the Services") by a contractor which is a member of a Primary Care Network.

52B.2 The requirements specified in this clause are that the Contractor must:

52B.2.1 co-operate, in so far as is reasonable, with any person responsible for the provision of the Services;

52B.2.2 comply in Core Hours with any reasonable request for information from such a person or from the Commissioner relating to the provision of the Services;

52B.2.3 have due regard to guidance published by NHS England;

52B.2.4 participate in Primary Care Network meetings, in so far as is reasonable;

52B.2.5 take reasonable steps to provide information to its Registered Patients about the services, including information on how to access the Services and any changes to them; and

52B.2.6 ensure that it has in place suitable arrangements to enable the sharing of data to support the delivery of the services, business administration and analysis activities.

52B.3 For the purposes of this clause 52B, "Primary Care network" means a network of contractors and other providers of services which has been approved by the Commissioner, serving an identified geographical area.

52C Duty to have regard to Armed Forces Covenant principles

52C.1 When providing services under this Agreement, the Contractor must have due regard to the principles contained in section 343AA(1)(a) to (c) of the Armed Forces Act 2006[34] in relation to its patients and prospective patients.

53 Variation of this Agreement

53.1 Subject to clauses 54.2, 27.3 and 66, a variation of or amendment to this Agreement is not effective unless it is made in Writing and signed by or on behalf of the Commissioner and the Contractor.

53.2 The Commissioner may vary this Agreement without the Contractor's consent so as to comply with the 2006 Act, any regulations made

[34] 2006 c. 52. Section 343AA was inserted by sections 8(1) and (3) of the Armed Forces Act 2021 (c. 35)

pursuant to that Act, any direction given by the Secretary of State pursuant to that Act, any other requirement of the NHS or in compliance with the interests of Patient safety where:

53.2.1 it is reasonably satisfied that the variation is necessary in order so to comply with the 2006 Act, any regulations made under or by virtue of that Act, any direction given by the Secretary of State under or by virtue of that Act; and

53.2.2 it gives notice in Writing to the Contractor of the wording of the proposed variation and the date on which that variation is to take effect. In doing so, where reasonably practicable it will seek to consult with practices via the LMC about how such changes to the Agreement are implemented.

53.3 The date on which the proposed variation referred to in clause 53.2.2 is to take effect must, unless it is not reasonably practicable, be a date which falls at least fourteen (14) days after the date on which the notice under clause 53.2.2 is served on the Contractor.

53.4 Schedule 15 applies in relation to the variation of this Agreement in circumstances where the Contractor wishes to perform or provide Primary Medical Services under an Integrated Care Provider Contract as described in Schedule 15.

53A Variation, suspension and enforcement of Agreement terms in relation to pandemics etc.

53A.1 In this Agreement, ”Core Hours” means the period beginning at 8.00am and ending at 6.30pm on any day from Monday to Friday in circumstances where, in order to assist in the management of a serious or potentially serious risk to human health arising as a consequence of a disease being, or in anticipation of a disease being imminently:

53A.1.1 pandemic; and

53A.1.2 a serious risk or potentially a serious risk to human health;

NHS England with the agreement of the Secretary of State has made an announcement to the effect that the Core Hours of contractors in the area specified in the announcement (which include the Contractor) are to include Good Friday and Bank Holidays in the circumstances specified, and for the duration of the period specified, in the announcement.

53A.2 In this Agreement, in the circumstances described in clause 53A.1, "Out of Hours Period" means:

53A.2.1 the period beginning at 6.30pm on any day from Monday to Friday and ending at 8.00am on the following day; and

53A.2.2 the period beginning at 6.30pm on Friday and ending at 8.00am on the following Monday.

53A.3 In this Agreement, where reference is made to an announcement or advice of NHS England that relates to a disease being, or in anticipation of a disease being imminently:

53A.3.1 pandemic; and

53A.3.2 a serious risk or potentially serious risk to human health,

it is to that announcement or advice, which may be withdrawn at any time, as amended from time to time.

53A.4 Any term that is part of this Agreement as a consequence of action taken under Part 5 of the PMS Regulations, by agreement between the parties or by virtue of regulation 47(2) of the Pharmaceutical Regulations is temporarily not part of this Agreement, in the particular circumstances mentioned in clause 53A.4.3.2 and during the period mentioned in clause 53A.4.3.3, in the following circumstances:

53A.4.1 as a consequence of a disease being, or in anticipation of a disease being imminently:

53A.4.1.1 pandemic; and

53A.4.1.2 a serious risk or potentially a serious risk to human health,

NHS England with the agreement of the Secretary of State has made an announcement in respect of the prioritisation of services to be provided in, or in any part of, England as part of the health service;

53A.4.2 the prioritisation is in order to assist in the management of the serious risk or potentially serious risk to human health;

53A.4.3 as part of the announcement, NHS England with the agreement of the Secretary of State has issued advice to the effect that contractors are not to comply with a specified type of term of personal medical services agreements:

53A.4.3.1 in the area to which the announcement relates;

53A.4.3.2 in the circumstances specified in the announcement; and

53A.4.3.3 during the period specified in the announcement; and

53A.4.4 the Contractor is situated in the area to which the announcement relates and compliance with the term (it being of the specified type) would, but for the effect of this clause 53A.4, be a requirement of this Agreement.

53A.5 The Commissioner must not take enforcement action, as provided for in this Agreement, in respect of a breach of a term of this Agreement in the following circumstances:

53A.5.1 as a consequence of a disease being, or in anticipation of a disease being imminently:

53A.5.1.1 pandemic; and

53A.5.1.2 a serious risk or potentially a serious risk to human health;

NHS England with the agreement of the Secretary of State has made an announcement in respect of the prioritisation of services to be provided in, or in any part of, England as part of the health service;

53A.5.2 the prioritisation is in order to assist in the management of the serious risk or potentially serious risk to human health;

53A.5.3 as part of the announcement, NHS England with the agreement of the Secretary of State has issued advice to the effect that contractors need not comply with a specified type of term of personal medical services agreements:

53A.5.3.1 in the area to which the announcement relates;

53A.5.3.2 in the circumstances specified in the announcement, and

53A.5.3.3 during the period specified in the announcement; and

53A.5.4 the Contractor:

53A.5.4.1 is situated in the area to which the announcement relates; and

53A.5.4.2 has not complied with the term (it being of the specified type) in the particular circumstances mentioned in clause 53A.5.3.2 and during the period mentioned in clause 53A.5.3.3.

54 Registered Patients from outside Practice Area: variation of Agreement

54.1 The Contractor may accept onto its List of Patients a person who resides outside of the Contractor's Practice Area in accordance with paragraphs 5.1 to 5.7 of Schedule 5. Where the Contractor accepts any such person in accordance with this clause 54.1, clauses 54.2 to 54.6 shall apply.

54.2 Subject to clauses 54.5 and 54.6, the terms of the Contractor's agreement specified in clause 54.3 are varied so as to require the Contractor to provide to a person accepted under clause 54.1 any services which the Contractor is required to provide to its Registered Patients under this Agreement as if the person resided within the Contractor's Practice Area.

54.3 The terms of this Agreement specified for the purposes of this clause 54 are:

54.3.1 clauses 7.1 to 7.3 (Essential Services and other Core Hours services);

54.3.2 any terms which require the Contractor to provide Out of Hours Services to Patients to whom it provides Essential Services; and

54.3.3 clause 7.8 (attendance at Practice Premises);

54.3.4 clause 7.10 (attendance outside Practice Premises); and

54.3.5 paragraph 7 of Schedule 5 (refusal of applications for inclusion in the List of Patients).

54.4 Where, under clause 54.1, a Contractor accepts onto its List of Patients a person who resides outside of the Contractor's Practice Area and the Contractor subsequently considers that it is not clinically appropriate or practical to continue to provide that Patient with services in accordance with the terms specified in clause 54.3, or to comply with those terms, paragraph 9.5.2.1 of Schedule 5 (which relates to the removal of a patient from the list at the Contractor's request) is deemed modified in relation to that patient so that:

54.4.1 in paragraph 10.1, the reference to the patient's disability or medical condition is removed; and

54.4.2 paragraph 10.3 applies as if, after sub-paragraph 10.4.2, there were inserted the following new sub-paragraph:

54.4.2.1 "the reason for the removal is that the Contractor considers that it is not clinically appropriate or practical to continue to provide Services under the Agreement to the Patient which do not include the provision of such Services at the Patient's home address".

54.5 Where the Contractor is required to provide services to a Patient in accordance with arrangements made pursuant to clause 54.1, the Contractor and the Commissioner are each released, in relation to that Patient, from all obligations, rights and liabilities relating to the terms specified in clause 54.3 (including any right to enforce those terms) where, in the opinion of the Contractor, it is not clinically appropriate or practical under those arrangements:

54.5.1 to provide the services or access to services in accordance with those terms; or

54.5.2 to comply with those terms.

54.6 The Contractor must notify a person in Writing, where the Contractor is minded to accept that person on its List of Patients in accordance with clause 54.1, that the Contractor is under no obligation to provide:

54.6.1 Essential Services, and any other service in Core Hours, if, at the time treatment is required, it is not clinically appropriate or practical to provide Primary Medical Services given the particular circumstances of the Patient; or

54.6.2 Out of Hours Services if, at the time treatment is required, it is not clinically appropriate or practical to provide such services given the particular circumstances of the Patient.

55 Saving in respect of the Patient Choice Extension Scheme

55.1 Where, before 1st April 2014:

55.1.1 a Patient is included in a Contractor's List of Patients pursuant to arrangements entered into by the Contractor and the Commissioner under the Patient Choice Extension Scheme; and

55.1.2 the terms of the Contractor's Agreement were varied pursuant to the provisions of clause 54 as it had effect immediately before that date,

the Patient may remain registered with the Contractor's Practice and any variation to the Contractor's Agreement which exempts the Contractor's Practice from obligations or liabilities under those

arrangements continues to operate for such period as the Patient remains so registered.

55.2 Paragraph (6) of regulation 18B of the PMS Regulations, as it had effect immediately before 1st April 2014, continues to have effect in relation to an agreement where, before that date, a Contractor entered into arrangements with the Commissioner under the Patient Choice Extension Scheme.

56 Termination by Agreement

56.1 The Commissioner and the Contractor may agree in Writing to terminate this Agreement, and if the Parties so agree, they shall agree the date upon which that termination is to take effect and any further terms upon which this Agreement is to be terminated.

57 Termination on Death

57.1 Where this Agreement is with an individual medical practitioner and that medical practitioner dies, this Agreement terminates at the end of the period of seven (7) days beginning with the date of the Contractor's death unless, before the end of the period of seven (7) days the Commissioner agrees in Writing with the Contractor's personal representatives that this Agreement should continue for a further period, not exceeding twenty eight (28) days from the end of the period of seven (7) days.

57.2 Clause 57.1 does not affect any other rights to terminate this Agreement which the Commissioner may have under clauses 60 to 64.

58 Termination by Serving Notice

58.1 The Contractor or the Commissioner may at any time terminate this Agreement by serving notice in Writing on the other party or parties to the Agreement. The period of notice shall be [six (6) months].[35]

58.2 The notice given under clause 58.1 must specify the date on which the termination is to take effect (which must be calculated in accordance with the period specified in clause 58.1) and the Agreement terminates on the date so specified.

58.3 This clause 58 does not affect any other rights to terminate this Agreement which the Contractor and the Commissioner may have.

59 Late Payment Notices

59.1 The Contractor may give notice in Writing (a "Late Payment Notice") to the Commissioner if the Commissioner has failed to make any payments due to the Contractor in accordance with clause 48 of this Agreement and no notice disputing the invoice has been given pursuant to this Agreement following the Contractor having served notice upon the Commissioner in accordance with the provision of clause and the Contractor must specify in the Late Payment Notice the payments that the Commissioner has failed to make in accordance with clause 48.

59.2 Subject to clause 59.4 below, the Contractor may, at least twenty eight (28) days after the date on which a Late Payment Notice was given, terminate this Agreement by giving a further written notice to the Commissioner in the event of the Commissioner's continuing failure to make the payments that are due to the Contractor as specified in the Late Payment Notice.

59.3 Clause 59.4 applies if, following receipt of a Late Payment Notice, the Commissioner:

35 For local determination but must be a minimum of 6 months

59.3.1 refers the matter to the NHS Dispute Resolution Procedure before the end of a period of twenty eight (28) days beginning with the date on which the Commissioner received the Late Payment Notice, and

59.3.2 gives notice in Writing to the Contractor that it has done so before the end of that period.

59.4 Where this clause applies, the Contractor may not terminate this Agreement in accordance with clause 59.2 until:

59.4.1 there has been a determination of the dispute pursuant to Schedule 6 and that determination permits the Contractor to terminate this Agreement; or

59.4.2 the Commissioner ceases to pursue the NHS Dispute Resolution Procedure,

whichever is the earlier.

59.5 Clauses 59.1 to 59.4 does not affect any other rights to terminate this Agreement that the Contractor may have.

60 Termination by the Commissioner for the provision of untrue etc. information

60.1 Reserved.

60.2 Where clause 60.3 applies, the Commissioner may give notice in Writing to the Contractor terminating this Agreement with immediate effect, or from such date as may be specified in the notice.

60.3 This clause applies if, after this Agreement was entered into, it comes to the Commissioner's attention that written information:

60.3.1 provided to the Commissioner by the Contractor before this Agreement was entered into; or

60.3.2 included in a notice given to the Commissioner under clauses 41.3 or 41.4; or

relating to the conditions set out in regulation 5 of the PMS Regulations (and compliance with those conditions) was, when given, untrue or inaccurate in a material respect.

61 Termination by the Commissioner on Fitness Grounds

61.1 The Commissioner may give notice in Writing on the Contractor terminating this Agreement with immediate effect, or from such date as may be specified in the notice, if clause 61.4 applies to the Contractor:

61.1.1 during the existence of the Agreement; or

61.1.2 if later on or after the date on which a notice in respect of the Contractor's compliance with the conditions in regulation 5 of the PMS Regulations was given under clauses 41.2.1 or 41.2.2.

61.2 Clause 61.4 applies:

61.2.1 where a Contractor who is an individual medical practitioner is a party to the Agreement, to that medical practitioner; or

61.2.2 where the Agreement is with a Contractor who is a company, to:

61.2.2.1 any person both legally and beneficially owning a share in the Contractor or

61.2.2.2 any director or secretary of the Contractor.

61.3 In the case of a person who is party to an agreement made before 1st April 2004 and which is deemed to be an agreement made under section 92 of the 2006 Act, the reference to “during the existence of the

agreement" in clause 61.1 shall be read as excluding any period before 1st April 2004.

61.4 This clause applies if:

61.4.1 the Contractor is the subject of a National Disqualification;

61.4.2 subject to clause 61.5, the Contractor has been disqualified or suspended (other than by an interim suspension order or direction pending an investigation or a suspension on the grounds of ill-health) from practising by any Licensing Body anywhere in the world;

61.4.3 subject to clause 61.6, the Contractor has been dismissed (otherwise than by reason of redundancy) from any employment by a Health Service Body unless, before the Commissioner has given notice terminating this Agreement pursuant to this clause 61, the Contractor is employed by the Health Service Body that dismissed him or by another Health Service Body;

61.4.4 the Contractor has been removed from, or refused admission to, a Primary Care List by reason of inefficiency, fraud or unsuitability pursuant to sections 151(2), (3) or (4) of the 2006 Act respectively unless the Contractor's name has subsequently been included in such a list;

61.4.5 the Contractor has been convicted in the United Kingdom of murder;

61.4.6 the Contractor has been convicted in the United Kingdom of a criminal offence and has been sentenced to a term of imprisonment of longer than six (6) months;

61.4.7 subject to clause 61.7, the Contractor has been convicted elsewhere of an offence which would, if it were committed in England and Wales constitute murder; and:

61.4.7.1 the offence was committed on or after 14th December 2001, and

61.4.7.2 the Contractor was sentenced to a term of imprisonment of longer than six (6) months;

61.4.8 the Contractor has been convicted of an offence, referred to in Schedule 1 to the Children and Young Persons Act 1933 (offences against children and young persons, with respect to special provisions of this Act apply), or in Schedule 1 to the Criminal Procedure (Scotland) Act 1995 (offences against children under the age of 17 years to which special provisions apply);

61.4.9 the Contractor has at any time been included in:

61.4.9.1 any barred list within the meaning of the Safeguarding Vulnerable Groups Act 2006, or

61.4.9.2 any barred list within the meaning of the Safeguarding Vulnerable Groups (Northern Ireland) Order 2007 (barred lists),

unless the Contractor was removed from the list either on the grounds that it was not appropriate for the Contractor to have been included in it or as the result of a successful appeal;

61.4.10 The Contractor has, within the period of five years before the signing of the Agreement been removed from the office of charity trustee or trustee for a charity by an order made by the Charity Commission, the Charity Commission for Northern Ireland or the High Court, and that order was made

on the grounds of misconduct or mismanagement in the administration of a charity for which the Contractor was responsible or to which the Contractor was privy, or which was contributed to or facilitated by, the Contractor's conduct;

61.4.11 the Contractor has, within the period of five years before the signing of the Agreement (whichever is the earlier), been removed from being concerned with the management or control of a body in any case where removal was by virtue of section 34(5)(e) of the Charities and Trustee Investment (Scotland) Act 2005 (powers of Court of Session),

61.4.12 the Contractor-

61.4.12.1 has been made bankrupt and has not been discharged from the bankruptcy or the bankruptcy order has not been annulled,

61.4.12.2 has had sequestration of the Contractor's estate awarded and has not been discharged from the sequestration;

61.4.13 the Contractor is the subject of a bankruptcy restrictions order or an interim bankruptcy restrictions order under Schedule 4A to the Insolvency Act 1986 (bankruptcy restrictions order and undertaking) or Schedule 2A to the Insolvency (Northern Ireland) Order 1989 (bankruptcy restrictions order and undertaking) or sections 56A to 56K of the Bankruptcy (Scotland) Act 1985 (bankruptcy restrictions order, interim bankruptcy restrictions order and bankruptcy restrictions undertaking), unless the Contractor has been discharged from that order or that order has been annulled;

61.4.14 the Contractor:

61.4.14.1 is subject to a moratorium period under a debt relief order under Part VIIA of the Insolvency Act 19869 (debt relief orders) applies, or

61.4.14.2 is the subject of a debt relief restrictions order or an interim debt relief restrictions order under Schedule 4ZB to that Act (debt relief restrictions orders and undertakings), unless that order has ceased to have effect or has been annulled;

61.4.15 the Contractor has made a composition agreement or arrangement with, or a trust deed has been granted for, the Contractor's creditors and the Contractor has not been discharged in respect of it;

61.4.16 the Contractor is a company which has been wound up under Part IV of the Insolvency Act 1986 (winding up of companies registered under the Companies Acts);

61.4.17 the Contractor has had an administrator, administrative receiver or receiver appointed in respect of it;

61.4.18 the Contractor has had an administration order made in respect of the Contractor under Schedule B1 to the Insolvency Act 1986 (administration); or

61.4.19 the Contractor is subject to:

61.4.19.1 a disqualification order under section 1 of the Company Directors Disqualification Act 1986 (disqualification orders: general) or a disqualification undertaking under section 1A of that Act (disqualification undertakings: general),

61.4.19.2 a disqualification order or disqualification undertaking under article 3 (disqualification orders) disqualification or article 4 (disqualification undertakings: general) of the Company Directors Disqualification (Northern Ireland) Order 2002, or

61.4.19.3 a disqualification order under section 429(2) of the Insolvency Act 1986(disabilities on revocation of an administration order against an individual);

61.4.20 the Contractor has refused to comply with a request by the Commissioner for the Contractor to be medically examined because the Commissioner is concerned that the Contractor is incapable of adequately providing services under this Agreement; or

61.4.21 the Contractor's registration with the Care Quality Commission [36] has been cancelled in accordance with section 17(1) of the Health and Social Care Act 2008[37], and that cancellation is the final decision of the Care Quality Commission, or, where an appeal has been launched, is the outcome of that appeal.

61.5 The Commissioner may not terminate this Agreement pursuant to clause 61.4.2 where the Commissioner is satisfied that the disqualification or suspension imposed by a licensing body outside the United Kingdom does not make the person unsuitable to be:

61.5.1 a party to the agreement;

[36] The Care Quality Commission is a body corporate established by section 1 of the Health and Social Care Act 2008 (c.14).
[37] The Health and Social Care Act 2008 (c. 14). Section 17 has been amended by S.I. 2018/195.

61.5.2 in the case of an agreement with a company:

61.5.2.1 a person both legally and beneficially owning a share in the company, or

61.5.2.2 a director or secretary of the company,

as the case may be.

61.6 The Commissioner may not terminate this Agreement pursuant to clause 61.4.3:

61.6.1 until a period of at least three (3) months has elapsed since the date of the dismissal of the person concerned; or

61.6.2 if, during the period of time specified in clause 61.6.1, the person concerned brings proceedings in any competent tribunal or court in respect of his dismissal, until proceedings before that tribunal or court are concluded,

and the Commissioner may only terminate this Agreement at the end of the period specified in clause 61.6.2 if there is no finding of unfair dismissal at the end of those proceedings.

61.7 The Commissioner must not terminate this Agreement pursuant to clause 61.4.7 where the Commissioner is satisfied that the conviction does not make the person unsuitable to be:

61.7.1 a party to this Agreement; or

61.7.2 in the case of an agreement with a company:

61.7.2.1 a person both legally and beneficially owning a share in the Contractor, or

61.7.2.2 a director or secretary of the Contractor,

as the case may be.

61.8 Clause 61 does not affect any other rights to terminate the Agreement which the Commissioner may have under this Agreement.

62 Termination by the Commissioner for a Serious Breach

62.1 The Commissioner may give notice in Writing to the Contractor terminating this Agreement with immediate effect or with effect from such a date as may be specified in the notice if:

62.1.1 the Contractor has breached a term of this Agreement and as a result of that breach, the safety of the Contractor's Patients would be at serious risk if this Agreement is not terminated; or

62.1.2 the Commissioner considers that the Contractor's financial situation is such that the Commissioner considers that the Commissioner would be at risk of material financial loss.

63 Termination by the Commissioner for Unlawful Sub-Contracting

63.1 This clause 63 applies if the Contractor breaches the condition specified in clause 27.5 relating to the sub-contracting of clinical services under the Agreement and it comes to the attention of the attention of the Commissioner that the Contractor has done so.

63.2 Where this clause 63 applies, the Commissioner must give notice in Writing on the Contractor:

63.2.1 terminating this Agreement with immediate effect; or

63.2.2 instructing the Contractor to terminate with immediate effect the sub-contracting arrangements that give rise to the breach, and if the Contractor fails to comply with the instruction, the Commissioner must give notice in Writing to the Contractor terminating this Agreement with immediate effect.

64 Termination by the Commissioner: Remedial Notices and Breach Notices

64.1 Where the Contractor's breach of this Agreement is not one to which clauses 60 to 63 apply and that breach is capable of remedy, the Commissioner must, before taking any action it is otherwise entitled to take by virtue of this Agreement, give notice in Writing to the Contractor requiring the Contractor not to repeat the breach (a "Remedial Notice").

64.2 A Remedial Notice must specify:

64.2.1 details of the breach;

64.2.2 the steps that the Contractor must take to the satisfaction of the Commissioner in order to remedy the breach; and

64.2.3 the period during which those steps must be taken ("the Remedial Notice Period").

64.3 The Remedial Notice Period shall, unless the Commissioner is satisfied that a shorter period is necessary to:

64.3.1 protect the safety of the Contractor's Patients; or

64.3.2 protect itself from material financial loss,

be no less than twenty eight (28) days from the date that Remedial Notice is given.

64.4 Where the Commissioner is satisfied that the Contractor has not taken the required steps to remedy the breach by the end of the Remedial Notice Period, the Commissioner may terminate this Agreement with effect from such date as the Commissioner may specify in a further notice to the Contractor.

64.5 Where a Contractor's breach of this Agreement is not one to which any of clauses 60 to 63 apply, and the breach is not capable of remedy, the

Commissioner may give notice in Writing to the Contractor requiring the Contractor not to repeat the breach (a “Breach Notice”).

64.6 If, following a Breach Notice or a Remedial Notice, the Contractor:

64.6.1 repeats the breach that was the subject of the Breach Notice or the Remedial Notice; or

64.6.2 otherwise breaches this Agreement resulting in either a Remedial Notice or a further Breach Notice,

the Commissioner may give notice in Writing to the Contractor terminating this Agreement with effect from such date as the Commissioner specifies in the notice.

64.7 The Commissioner may not exercise its right to terminate this Agreement under clause 64.6 unless the Commissioner is satisfied that the cumulative effect of the breaches is such to allow this Agreement to continue would prejudice the efficiency of the services to be provided under this Agreement.

64.8 If the Contractor is in breach of any obligation under this Agreement and a Breach Notice and a Remedial Notice in respect of that default giving rise to the breach has been given to the Contractor, the Commissioner may withhold or deduct monies which would otherwise be payable under this Agreement in respect of that obligation which is the subject of the default.

65 Termination by the Commissioner: Additional Provisions

65.1 If the Commissioner becomes aware that the Contractor which is a company is carrying on any business which the Commissioner considers to be detrimental to the Contractor's performance of its obligations under this Agreement:

65.1.1 the Commissioner may give notice in Writing to the Contractor requiring it to cease carrying on that business before the end of a period of not less than twenty eight (28) days beginning with the date on which the notice is given (the "Notice Period"); and

65.1.2 if the Contractor has not satisfied the Commissioner that it has ceased carrying on that business by the end of the Notice Period, the Commissioner may give a further notice in Writing to the Contractor terminating this Agreement with immediate effect or from such date as is specified in the notice.

66 Agreement Sanctions

66.1 In clauses 66 and 67 “Agreement Sanction” means:

66.1.1 termination of specified reciprocal obligations under this Agreement;

66.1.2 suspension of specified reciprocal obligations under this Agreement for a period of up to six (6) months; or

66.1.3 withholding or deducting monies otherwise payable under the Agreement.

66.2 Where the Commissioner is entitled to terminate this Agreement in accordance with clauses 60, 61, 62, 64.4, 64.6 and 65, it may instead impose any of the Agreement Sanctions if the Commissioner is reasonably satisfied (in the Commissioner’s absolute discretion) that the Agreement Sanction to be imposed is appropriate and proportionate to the circumstances giving rise to the Commissioner’s entitlement to terminate this Agreement.

66.3 If the Commissioner decides to impose an Agreement Sanction, the Commissioner must:

66.3.1 give notice in Writing to the Contractor of the Agreement Sanction that it proposes to impose and the date upon which that Agreement Sanction is to be imposed; and

66.3.2 include in the notice an explanation of the effect of the imposition of the Agreement Sanction.

66.4 Subject to clause 67, the Commissioner may not impose the Agreement Sanction until the end of a period of at least twenty eight (28) days beginning with the date on which the Commissioner gives notice to the Contractor under clause 66.3 unless the Commissioner is satisfied that it is necessary to do so in order to protect:

66.4.1 the safety of the Contractor's Patients; or

66.4.2 itself from material financial loss.

66.5 Where the Commissioner imposes an Agreement Sanction, the Commissioner may charge the Contractor the reasonable costs of additional administration that the Commissioner has incurred in order to impose, or as a result of imposing, the Agreement Sanction.

67 Agreement Sanctions and the NHS Dispute Resolution Procedure

67.1 If there is a dispute between the Commissioner and the Contractor in relation to an Agreement Sanction that the Commissioner is proposing to impose, the Commissioner may not, subject to clause 67.5, impose the proposed Agreement Sanction except in the circumstances specified in clause 67.2.2 or 67.3.2.

67.2 The circumstances specified in this clause are if the Contractor:

67.2.1 refers the dispute relating to the Agreement Sanction to the NHS Dispute Resolution Procedure before the end of the period of twenty eight (28) days beginning with the date on which the Contractor was given notice by the Commissioner in accordance with clause 66.3.1 (or such longer period as may be agreed in Writing with the Commissioner); and

67.2.2 gives notice in Writing to the Commissioner that it has done so.

67.3 Where the circumstances specified in clause 67.2 apply, the Commissioner may not impose the Agreement Sanction unless:

67.3.1 there has been a determination of the dispute in accordance with Schedule 6 (or by a court) and that determination permits the Commissioner to impose the Agreement Sanction; or

67.3.2 the Contractor ceases to pursue the NHS Dispute Resolution Procedure,

whichever is the sooner.

67.4 If the Contractor does not invoke the NHS Dispute Resolution Procedure before the end of the period specified in clause 67.2, the Commissioner may impose the Agreement Sanction with immediate effect.

67.5 If the Commissioner is satisfied that it is necessary to impose the Agreement Sanction before the NHS Dispute Resolution Procedure is concluded in order to protect:

67.5.1 the safety of the Contractor's Patients; or

67.5.2 itself from material financial loss,

the Commissioner may impose the Agreement Sanction with immediate effect, pending the outcome of that procedure (or court proceedings).

68 Termination and the NHS Dispute Resolution Procedure

68.1 Where the Commissioner is entitled to give notice in Writing to the Contractor terminating this Agreement pursuant to clauses 60, 61, 62, 64.4, 64.6 or 65 (otherwise than immediately or where the Commissioner terminates the Agreement with immediate effect), the Commissioner must, in the notice given to the Contractor under those clauses, specify a date on which this Agreement is to terminate that is at least twenty eight (28) days after the date on which the Commissioner gives notice to the Contractor unless clause 68.2 applies.

68.2 This clause 68.2 applies if the Commissioner is satisfied that a period of less than twenty eight (28) days is necessary in order to protect:

68.2.1 the safety of the Contractor's Patients; or

68.2.2 itself from material financial loss.

68.3 Where:

68.3.1 clause 68.1 applies but the exceptions in clause 68.2 do not apply, and

68.3.2 the Contractor invokes the NHS Dispute Resolution Procedure before the end of the notice period referred to in clause 68.1, and gives notice in Writing to the Commissioner that it has done so,

the Agreement does not terminate at the end of the notice period but instead only terminates in the circumstances described in clause 68.4.

68.4 The circumstances described in this clause for the termination of this Agreement are if and when:

68.4.1 there has been a final determination of the dispute under Schedule 6 (or by a court) and that determination permits the Commissioner to terminate this Agreement; or

68.4.2 the Contractor ceases to pursue the NHS Dispute Resolution Procedure,

whichever is the sooner.

68.5 If the Commissioner is satisfied that it is necessary to terminate the Agreement before the NHS Dispute Resolution Procedure (or any court proceedings) is concluded in order to protect:

68.5.1 the safety of the Contractor's Patients; or

68.5.2 itself from material financial loss, clauses 68.2.1 and 68.4 do not apply and the Commissioner may confirm, by giving notice in Writing to the Contractor, that the Agreement will nevertheless terminate at the end of the period of the notice it given under clauses 60, 61, 62, 64.4, 64.6 or 65.

69 Consequences of Termination

69.1 The termination of this Agreement, for whatever reason, is without prejudice to the accrued rights of either party under this Agreement.

69.2 On the termination of this Agreement (or any part of this Agreement as far as is relevant) for any reason, the Contractor must:

69.2.1 subject to the requirements of this clause 69.2, cease performing any work or carrying out any obligations under this Agreement;

69.2.2 co-operate with the Commissioner to enable any outstanding matters under this Agreement to be dealt with or concluded in a satisfactory manner;

69.2.3 deliver up to the Commissioner all property belonging to the Commissioner including all documents, forms, computer hardware and software, drugs, Appliances or medical equipment which may be in the Contractor's possession or control;

69.2.4 take reasonable steps to mitigate any costs which the Commissioner incurs as a result of termination or expiry of this Agreement;

69.2.5 promptly return to the Commissioner or dispose of in accordance with the Commissioner's instructions all Confidential Information and other data and documents including Patient Records and copies of them disclosed or supplied to the Contractor pursuant to or in relation to this Agreement; and

69.2.6 subject to clauses 69.3 to 69.5, the Commissioner's obligation to make payments to the Contractor in accordance with this Agreement shall cease on the date of termination of this Agreement.

69.3 Should the Contractor:

69.3.1 breach this Agreement entitling the Commissioner to terminate the Agreement forthwith or to serve written notice on the Contractor terminating this Agreement; or

69.3.2 issue the Commissioner with notice of termination under clause 59.1 but cease to perform all or a material part of the Services before the expiry of the notice period; or

69.3.3 issue the Commissioner with notice of termination under clause 59.1 but fail to perform the Services to the Commissioner's reasonable satisfaction during the notice period until the due termination date; or

69.3.4 otherwise cease to provide all or a material part of the Services without notice to the Commissioner in accordance with clause 59.1,

then, without prejudice to all other remedies available to the Commissioner and subject to the Commissioner continuing to pay the Contractor for the Services in full in accordance with this Agreement, the Commissioner shall be entitled to perform all or part of the Services itself and/or (at its sole discretion) engage a replacement Contractor(s) for the provision of all or part of the Services on such terms and conditions as the Commissioner sees fit and the Contractor shall immediately pay the Commissioner the cost of engaging the replacement Contractor(s) together with all additional expenditure incurred by the Commissioner (including all costs incurred of performing all or part of the Services itself, and all costs, claims and expenses arising as a result thereof) throughout the remainder of the unexpired portion of the due notice period in the case of clauses 69.6(b) and 69.6(c) or in the case of clauses 69.6(a) and 69.6(d) for the full notice period. Further, upon request of the Commissioner, the Contractor will grant a licence to the Commissioner free of charge for such period as the Commissioner may require from the date of the Commissioner's request to access and use the Service Environment.

69.4 The obligations contained in clauses 69.1 to 69.3 shall continue to apply notwithstanding the termination of this Agreement.

69.5 On the expiry or termination of this Agreement (or part of this Agreement) for any reason whatsoever:

69.5.1 (subject to clause 69.1 above) the relationship of the parties shall cease and any rights or licences granted under or pursuant to this Agreement shall cease to have effect;

69.5.2 save where this Agreement has been terminated in accordance with clause 63, the Commissioner shall be entitled at its option to require the Contractor to execute such documents as are necessary to assign or novate to the Commissioner or (at the Commissioner's request) use its reasonable endeavours to procure that a New Contractor executes such documents to assign or novate to the New Contractor any lease, rental or maintenance agreements between the Contractor and any third party at the same rates paid by the Contractor as at the date of expiry or termination provided that the Contractor shall endeavour to obtain the relevant third party's consent to the assignment or novation of the lease, rental or maintenance agreement in question; and

69.5.3 the Commissioner or the New Contractor shall be entitled but not obliged to offer any Contractor Staff a contract of employment or a contract for services with the Commissioner or the New Contractor and the Contractor agrees that if such person accepts such offer the Contractor shall and shall procure that its sub-Contractors shall release such person from any breach of contract which such acceptance may otherwise involve.

69.6 No later than six (6) months prior to the expiry of this Agreement or within ten (10) working days of receipt of any notice of termination in the event this Agreement is terminated early or any one or more of the Services is terminated early following the service of notice to terminate, the parties shall hold a review meeting at which appropriate representatives

(including the Contractor Representative, Board Representative, Contract Managers and Board Directors) shall be present, the sole purpose of which will be to discuss arrangements for the hand-over of the Services from the Contractor to the Commissioner or to a New Contractor and to implement the Exit Plan and thereafter the parties shall hold at least one similar review meeting in each month until this Agreement expires or terminates.

69.7 The Exit Plan (if any) shall take effect as set out in Schedule 10 (Exit Plan).

70 Dispute Resolution

70.1 All negotiations and proceedings connected with any dispute, claim or settlement arising out of or relating to this Agreement shall be conducted in confidence and shall follow the NHS Dispute Resolution Procedure, as set out in Schedule 6, until resolved.

71 Intellectual Property

71.1 All Intellectual Property Rights created in connection with the provision of the Services or any services similar to the Services or in each case any part thereof during the term of this Agreement shall vest in and remain the sole property of the Commissioner.

71.2 The Commissioner hereby grants to the Contractor a royalty-free, non-exclusive, worldwide licence to use Intellectual Property Rights (to the extent that they relate to the provision or receipt of the Services or services replacing the Services) during the term of this Agreement.

72 Staff Transfers[38]

[38] For local determination.

[Option 1 – TUPE does not apply on commencement – use 71.1 directly below only

72.1 The Parties agree and acknowledge that neither TUPE nor the Cabinet Office Statement will operate to transfer the employment of any persons employed or engaged by the Commissioner or any other party to the Contractor on the Commencement Date. If, however, at any time up to, on or after the Commencement Date, it is determined that TUPE applies to any employee of the Commissioner or of any other body or person who is wholly or substantially engaged immediately before the Commencement Date in the provision of any service equivalent to the Services or part thereof (the "Transferring Employees"), then the Contractor shall comply in all respects with its obligations under TUPE and with the principles and detail of the Cabinet Office Statement where applicable.

OR

Option 2 – TUPE applies on commencement – use 71.1 to 71.19 below

72.2 In accordance with TUPE and the Cabinet Office Statement, the contracts of employment of the Transferring Employees shall transfer to and have effect on and after the Commencement Date as if originally made between the Transferring Employees and the Contractor except insofar as such contracts relate to an occupational pension scheme and the Contractor shall thereafter assume all rights, powers duties and liabilities under the contracts of employment of the Transferring Employees, including without limitation providing for each of those Transferring Employees who will transfer to the Contractor from the National Health Service rights and/or benefits that are the same or substantially equivalent to those that were made available to those Transferring Employees prior to the Commencement Date under the NHS Injury Benefits Scheme, as governed by the National Health Service (Injury Benefits) Regulations 1995 (as amended from time to time) or the NHS Injury Allowance (as the case may be) had such

Transferring Employee remained in the employment of the NHS incumbent contractor(s). For the avoidance of doubt and in respect of those Transferring Employees who will transfer to the Contractor from the National Health Service, the Contractor shall be required to replicate the redundancy terms of the NHS Pension Scheme Regulations 1995 and the NHS Pension Scheme Regulations 2008 (as both may be amended from time to time) where applicable.

72.3 The Contractor's obligations in relation to pension benefits and premature retirement rights are governed by Annex 2 to Schedule 11 and the Parties agree to be bound by its terms.

72.4 The Contractor warrants that it shall comply with its obligations under TUPE, including without limitation its obligations under Regulations 13 and 15 of TUPE, in respect of the Transferring Employees.

72.5 The Contractor shall in accordance with TUPE recognise the trade unions and/or employee associations representing the Transferring Employees in accordance with each recognition agreement with such trade union and/or employee association in force immediately before the Commencement Date in respect of any of the Transferring Employees.

72.6 The Contractor shall indemnify and keep indemnified in full the Commissioner against all claims, costs, damages, expenses, payments and liabilities whatsoever arising after the Commencement Date and before the Termination Date out of or in connection with or in respect of the employment of the Transferring Employees which, for the avoidance of doubt, shall include any claim made by any trade union, elected employee representative or staff association in respect of any Transferring Employee and / or by any third party arising out of or in connection with or in respect of the employment or engagement of or in respect of any act or omissions of any Transferring Employees after the Commencement Date and before the Termination Date.

72.7 The Contractor shall indemnify and keep indemnified in full the Commissioner against all claims, costs, damages, expenses, payments and liabilities whatsoever arising from any change or proposed change to the terms and conditions of employment of any Transferring Employees where such change is or is proposed to be effected following the transfer of any such person pursuant to the Agreement and in respect of any such losses incurred by the Commissioner arising from the employment or proposed employment of any such Transferring Employee otherwise than on terms the same as those enjoyed by any such person immediately prior to such transfer.

72.8 The parties acknowledge that TUPE and / or the Cabinet Office Statement may apply upon the Contractor ceasing to provide the Services or part of the Services. Where TUPE and / or the Cabinet Office Statement apply(ies) in such circumstances, the Contractor shall comply with its obligations under TUPE and / or the Cabinet Office Statement.

72.9 The Contractor shall indemnify the Commissioner and any New Contractor and keep the Commissioner and any New Contractor indemnified in full in respect of all claims, costs, damages, expenses, payments and liabilities whatsoever arising out of or in respect of or in connection with:

72.9.1 any employee or other person employed or engaged by the Contractor in connection with the provision of the Services or relevant part thereof whose contract of employment transfers to the Commissioner or any New Contractor on the expiry or earlier termination or variation of this Agreement;

72.9.2 any act or omission of any employee or other person employed or engaged by the Contractor in connection with the provision of the Services whose contract of employment transfers as aforesaid; and

72.9.3 any of the Contractor's obligations under TUPE arising in connection with such expiry, termination or variation, to the extent that the cause of any applicable claims, proceedings or actions arise on or after the Commencement Date and before the transfer referred to in Clause 71.8.1 above.

72.10 The indemnities in this Clause 71 shall continue to apply after the variation, expiry or termination of this Agreement without any limitation in time and, in particular but without limitation, shall continue to apply in respect of any employee of the Contractor whose contract of employment transfers to the Commissioner on the variation, expiry or termination of this Agreement and, if on the variation, expiry or termination of this Agreement, the contract of employment of any employee engaged or employed by the Contractor in the provision of the Services to the Commissioner shall pass to a New Contractor, the Contractor shall, on written request by the Commissioner, provide to the New Contractor a written and binding indemnity in respect of each and every employee in the same terms as those set out above with the substitution of a reference to the New Contractor for the references to the Commissioner.

72.11 In this Clause 71, all references to employees of the Contractor shall include any persons employed or engaged by the Contractor.

72.12 Within twenty one (21) days of being so requested by the Commissioner, the Contractor shall provide and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary and such other information as is reasonably requested by the Commissioner to enable the Commissioner to issue invitations to offer for the future provision of the Services or to provide the Services itself.

72.13 Where, in the opinion of the Commissioner, TUPE and/or the Cabinet Office Statement are likely to apply on the variation, termination or expiration of the Agreement, the information to be provided by the

Contractor in accordance with Clause 71.11 shall include, as applicable, accurate information relating to the employees who would be transferred under the same terms of employment under TUPE, including in particular (but not limited to):

72.13.1 the number of employees who would be transferred;

72.13.2 in respect of each of those employees, the identity of the employees who will transfer, the age of those employees, information contained in the statements of employment particulars for those employees (e.g: remuneration, hours of work, holiday entitlements), information relating to any collective agreements which apply to those employees, instances of any disciplinary action within the preceding two (2) years, instances of any grievances raised by employees within the preceding two (2) years and instances of any legal actions taken by employees against the Contractor in the previous two (2) years and instances of potential or threatened legal actions which might be brought by those employees where the Contractor has reasonable grounds to believe that such actions might occur;

72.13.3 such information as may have been provided to the Contractor by any previous employer of its employees organised in respect of and assigned to the Services whose employment transferred to the Contractor pursuant to TUPE;

72.13.4 the general terms and conditions applicable to those employees, including Whitley Council and Agenda for Change provisions, probationary periods, retirement age, periods of notice, current pay agreements and structures, special pay allowances, working hours, entitlement to annual leave, sick leave, maternity and special leave, injury benefit, redundancy rights, terms of mobility, any loan or leasing

agreements, and any other relevant collective agreements, facility time arrangements and additional employment benefits;

72.13.5 all information reasonably required by the Commissioner to determine whether TUPE would apply to transfer the employment of the relevant staff including, but not limited to, information reasonably required by the Commissioner to establish whether all or any of the individuals engaged or employed by the Contractor in connection with the Services (or any part of the Services) can properly be regarded as being organised into a single joint enterprise to fulfil the Contractor's duties and responsibilities to the Commissioner under the terms of the Agreement in respect of the Services or relevant part of the Services; and

72.13.6 details of the proportion of the time (approximate, if necessary) spent by each of the individuals engaged or employed by the Contractor in connection with the Services (or any part of the Services) and the length of time such person has been assigned to the Services or the relevant part of the Services (as the case may be).

72.14 Where the Services are to be re-tendered or offered to another external supplier, the Commissioner shall take all necessary precautions to ensure that the information referred to in Clauses 71.11 and 71.12 is given only to bidders who have qualified to offer for the future provision of Services and the Commissioner shall require that such bidders shall treat that information in confidence, that they shall not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to offer issued by the Commissioner and that they shall not use it for any other purpose.

72.15 The Contractor shall indemnify the Commissioner against any claim made against the Commissioner at any time by any person in respect of the liability incurred by the Commissioner arising from any deficiency or inaccuracy in information, which the Contractor is required to provide under Clauses 71.11 and 71.12.

72.16 The Contractor agrees to use its reasonable endeavours to obtain appropriate consents under the Data Protection Legislation or any other legislative requirements from the relevant staff employed or engaged by the Contractor, with respect to its obligations under this Agreement.

72.17 The Contractor shall co-operate fully with the Commissioner during the handover arising from the completion or earlier termination of the Contract. This co-operation, during the setting up operations period of the New Contractor (if any), shall extend to allowing full access to, and providing copies of all documents, reports, summaries and other information necessary in order to achieve an effective transition without disruption to the routine operational requirements. The Contractor shall allow access to the Practice Premises, in the presence of a representative of the Commissioner, to any person representing any potential new service provider nominated by the Commissioner and, for the purpose of such access, the Commissioner shall give the Contractor seven (7) days' notice of a proposed visit together with a list showing the names of all the persons who shall be attending the Practice Premises.

72.18 Within ten (10) Working Days of being so requested by the Commissioner, the Contractor shall transfer to the Commissioner, or any person designated by the Commissioner, free of charge, all computerised filing, recordings, documentation, planning and drawings held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format to operate on a proprietary software package identical to that used by the Commissioner.

72.19 The Contractor undertakes and agrees that from receipt of any notice to terminate pursuant to this Agreement and/or in anticipation of any termination pursuant to this Agreement and/or during the six month period prior to the expiry of this Agreement, whichever is the earlier, it shall not, without agreement of the Commissioner, not to be unreasonably withheld or delayed;

72.19.1 vary the remuneration of or hours to be worked by or the terms and conditions of employment of any person engaged or employed to provide the Services or artificially reorganise any activities of any such person (save where such amendments arise in the ordinary course of business as a result of annual pay settlements and are made in good faith or where such amendments are made in accordance with a statutory or other legal requirement or are necessary to give effect to any national agreements under which the Contractor is obliged to change the terms and conditions of employment of such persons);

72.19.2 increase or decrease the number of persons that perform the Services; or

72.19.3 deploy, redeploy or replace (unless the individual has resigned or been fairly dismissed and the replacement is so far as possible employed on materially the same terms and conditions as the employee being replaced) any person engaged or employed to provide the Services or terminate the employment of any such person; or

72.19.4 take any steps to oblige the Trust or any future transferee under TUPE to do any of the matters referred to above.

72.20 In the event that the Contractor fails to fulfil any of its obligations under this Clause 71, upon notice in Writing from the Commissioner and after

a reasonable period to remedy such breach, the Commissioner may withhold any amounts which are due to the Contractor under this Contract until such breach is remedied.

73 Major Incidents

73.1 In the event of a Major Incident the Contractor must make available, as far as possible, all resources at its disposal to the Commissioner provided that, during the period of a Major Incident, to the extent that the Major Incident impacts upon the Contractor's ability to perform the Services, the Contractor's relevant obligations under this Agreement shall be suspended for such time as the Contractor can demonstrate to the satisfaction of the Commissioner that the Major Incident and its repercussions persist; and any under-performance by the Contractor during a Major Incident shall not constitute a matter for which the Commissioner may terminate this Agreement.

74 Fees

74.1 The Contractor may not, either itself or through any other person, demand or accept from any Patients of the Contractor a fee or other remuneration, for its own or another's benefit, for:

74.1.1 the provision of any treatment whether under this Agreement or otherwise; or

74.1.2 a prescription or Repeatable Prescription for any drug, medicine or Appliance,

except in the circumstances set out in clause 74.4.

74.2 Subject to clause 74.4, where:

74.2.1 a person applies to the Contractor for the provision of services;

74.2.2 claims to be entitled to be treated by the Contractor without paying a fee or other remuneration; and

74.2.3 the Contractor has reasonable doubts about that person's claim,

the Contractor must give any necessary treatment to that person and may demand and accept from that person a reasonable fee accordingly in accordance with clause 74.4.5.

74.3 Where:

74.3.1 a person from whom the Contractor received a fee under clause 75.3.5 applies to the Commissioner for a refund within fourteen (14) days from the payment of the fee (or within such longer period not exceeding one month as the Commissioner may allow if it is satisfied that the failure to apply within fourteen (14) days was reasonable) and

74.3.2 the Commissioner is satisfied that the person was entitled to be treated by the Contractor without paying a fee or other remuneration when the treatment was given,

the Commissioner may recover the amount of the fee from the Contractor, by set off or otherwise, and shall pay that amount to the person who paid the fee.

74.4 The Contractor may demand or accept, directly or indirectly, a fee or other remuneration:

74.4.1 from a statutory body for services rendered for the purposes of that body's statutory functions;

74.4.2 from any body, employer or school for:

74.4.2.1 a routine medical examination of persons for whose welfare the body, employer or school is responsible; or

74.4.2.2 an examination of such persons for the purpose of advising the body, employer or school of any administrative action they might take;

74.4.3 for treatment which is not Primary Medical Services or is otherwise required to be provided under this Agreement and which is given:

74.4.3.1 at accommodation made available in accordance with the provisions of paragraph 11 of Schedule 6 to the 2006 Act (accommodation and services for private patients); or

74.4.3.2 in a registered nursing home which is not providing services under the 2006 Act.

if, in either case, the person administering the treatment is serving on the staff of a hospital providing services under the 2006 Act as a specialist providing treatment of the kind the Patient requires and if, within seven (7) days of giving the treatment, the Contractor or the person providing the treatment supplies the Commissioner, on a form provided by it for the purpose, with such information about the treatment as the Commissioner may require;

74.4.4 under section 158 of the Road Traffic Act 1988 (payment for emergency treatment of traffic casualties);

74.4.5 when the Contractor treats a Patient under clause 74.2, in which case it shall be entitled to demand and accept a reasonable fee (recoverable in certain circumstances under

clause 74.2) for any treatment given, if it gives the Patient a receipt;

74.4.6 for attending and examining (but not otherwise treating) a Patient:

74.4.6.1 at a police station, at the Patient's request, in connection with possible criminal proceedings against the Patient,

74.4.6.2 for the purpose of creating a medical report or certificate, at the request of a commercial, educational or not for profit organisation,

74.4.6.3 for the purpose of creating a medical report required in connection with an actual or potential claim for compensation by the Patient;

74.4.7 for treatment consisting of an immunisation for which no remuneration is payable by the Commissioner and which is requested in connection with travel abroad;

74.4.8 for prescribing or providing drugs, medicines or Appliances (including a collection of such drugs, medicines or Appliances in the form of a travel kit) which are required to be in the possession of a Patient solely in anticipation of the onset of an ailment or occurrence of an injury while the Patient is outside the United Kingdom but for which the Patient is not requiring treatment when the medicine is prescribed;

74.4.9 for a medical examination:

74.4.9.1 to enable a decision to be made whether or not it is inadvisable on medical grounds for a person to wear a seat belt, or

74.4.9.2 for the purpose of creating a report:

74.4.9.2.1 relating to a road traffic accident or criminal assault; or

74.4.9.2.2 that offers an opinion as to whether a Patient is fit to travel;

74.4.10 for testing the sight of a person to whom none of paragraphs (a) to (e) of section 115(2) of the 2006 Act (primary ophthalmic services) applies (including by virtue of regulations made under section 115(7) of the 2006 Act) ;

74.4.11 where the Contractor authorised or required in accordance with arrangements made with NHS England under section 126 (arrangements for pharmaceutical services) and in accordance with regulations made under section 129 (regulations as to pharmaceutical services) of the 2006 Act to provide drugs, medicines or Appliances to a Patient and provides for that Patient, otherwise than by way of dispensing services, any Scheduled drug;

74.4.12 for prescribing or providing drugs or medicines for malaria chemoprophylaxis; and

74.4.13 for responding to an Exemption Confirmation Request as defined in clause 26A.2.1, if that request is not one which the Contractor is required to respond to in accordance with clause 26A.

74.5 The Contractor must not, either itself or through any other person, demand or accept from any of its Patients a fee or other remuneration for its own benefit or for the benefit of another person, for the completion, in relation to the Patient's mental health, of:

74.5.1 a mental health evidence form; or

74.5.2 any examination of the Patient or of the Patient's medical record in order to complete the form;

the purpose of which is to assist creditors in deciding what action to take where the debtor has a mental health problem.

74.6 The Contractor must not, either itself or through any other person, demand or accept from anyone who is not a Patient of the Contractor, a fee or other remuneration for its own benefit or for the benefit of another person, for either of the following services provided on Practice Premises to which clause 7.18.2 applies, unless those services are provided outside of Core Hours:

74.6.1 for treatment consisting of an immunisation for which the Contractor receives no remuneration from the Commissioner when provided to its Patients and which is requested in connection with travel abroad; or

74.6.2 for prescribing or providing drugs or medicines for malaria chemoprophylaxis.

75 Gifts

75.1 The Contractor shall keep a register of gifts which:

75.1.1 are given to any of the persons specified in clause 75.2 by, or on behalf of:

75.1.1.1 a Patient,

75.1.1.2 a relative of a Patient, or

75.1.1.3 any person who provided or would like to provide Services to the Contractor or its Patients in connection with this Agreement; and

75.1.2 have, in its reasonable opinion, an individual value of more than £100.00.

75.2 The persons referred to in clause 75.1 are:

75.2.1 the Contractor;

75.2.2 where this Agreement is with a company:

75.2.2.1 any person both legally and beneficially owning a share in the Contractor;

75.2.2.2 a director or a secretary of the Contractor;

75.2.3 any person employed by the Contractor for the purposes of this Agreement;

75.2.4 any General Medical Practitioner engaged by the Contractor for the purposes of this Agreement;

75.2.5 any spouse or civil partner of a Contractor (where the Contractor is an individual medical practitioner) or with a person specified in clauses 75.2.2 to 75.2.4; or

75.2.6 any person whose relationship with the Contractor (where the Contractor is an individual medical practitioner) or with a person specified in clauses 75.2.2 to 75.2.4) has the characteristics of the relationship between spouses.

75.3 Clause 75.1 does not apply where:

75.3.1 there are reasonable grounds for believing that the gift is unconnected with Services provided or to be provided by the Contractor;

75.3.2 the Contractor is not aware of the gift; or

75.3.3 the Contractor is not aware that the donor wishes to provide Services to the Contractor or its Patients.

75.4 The Contractor must take reasonable steps to ensure that it is informed of gifts which fall within clause 75.1 and which are given to the persons specified in clauses 75.2.2 to 75.2.6.

75.5 The register referred to in clause 75.1 must include the following information:

75.5.1 the name of the donor;

75.5.2 in a case where the donor is a Patient, the Patient's National Health Service number or, if the number is not known, the Patient's address;

75.5.3 in any other case, the address of the donor;

75.5.4 the nature of the gift;

75.5.5 the estimated value of the gift; and

75.5.6 the name of the person or persons who received the gift.

75.6 The Contractor must make the register available to the Commissioner on request.

76 Compliance with Legislation and Guidance

76.1 The Contractor shall comply with all relevant legislation and have regard to all relevant guidance issued by NHS England or the Secretary of State or Local Authority in respect of the exercise of their functions under the 2006 Act.

77 Survival of Terms

77.1 Termination or expiry of this Agreement (howsoever occasioned) shall not affect the coming into force or continuation in force of the following listed provisions or any other provision of this Agreement which is

expressly or by implication intended to come into or continue in force on or after such termination or expiry:

77.1.1 Clause 28 (Insurance)

77.1.2 Clause 47 (Counter Fraud and Security Management);

77.1.3 Clause 49 (Limitation of Liability);

77.1.4 Clause 50 (Indemnity);

77.1.5 Clause 51 (Complaints);

77.1.6 Clause 69 (Consequences of Termination);

77.1.7 Clause 70 and Schedule 6 (Dispute Resolution);

77.1.8 Clause 72 (Staff Transfers);

77.1.9 Clause 79 (Governing Law and Jurisdiction); and

77.1.10 Clause 87 (Confidentiality).

78 Entire Agreement

78.1 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior agreements, negotiations, promises, conditions or representations, whether written or oral, and the parties confirm that they did not enter into this Agreement on the basis of any representations that are not expressly incorporated into this Agreement. However, nothing in this Agreement purports to exclude liability on the part of either party for fraudulent misrepresentation.

79 Governing Law and Jurisdiction

79.1 This Agreement and any dispute or claim arising out of or relating to or in connection with it shall be governed by, and construed in accordance with the laws of England.

79.2 All disputes and claims arising out of, relating to or in connection with this Agreement shall, as applicable, be subject to the exclusive jurisdiction of the English courts or the provisions of Schedule 6 if this Agreement is an NHS Contract, to which the parties irrevocably submit.

80 Waiver, Delay or Failure to Exercise Rights

80.1 The failure or delay by either party to enforce any one or more of the terms or conditions of this Agreement shall not operate as a waiver of them, or of the right at any time subsequently to enforce all terms and conditions of this Agreement. Any waiver of any breach of this Agreement shall be in Writing.

81 Relationship between the Parties

81.1 This Agreement is a contract for the provision of services. The Contractor is an independent Contractor of services and is not an employee, partner or agent of the Commissioner. Neither party may represent or conduct its activities so as to give the impression that it is the employer, employee, partner or agent of the other party.

81.2 The Commissioner does not by entering into this Agreement, and shall not as a result of anything done by the Contractor in connection with the performance of this Agreement, incur any contractual liability to any other person.

81.3 Save in respect of clause 52.10, no person who is not a party to this Agreement (including any employee, officer, agent representative or sub-Contractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any

term of this Agreement which expressly or by implication confers a benefit on that person without the express prior agreement in Writing of the parties which must refer to this clause 81.3.

81.4 The Contractor must not give, sell, assign or otherwise dispose of the benefit of any of its rights under this Agreement. The Contractor must not delegate, save in accordance with clause 27, its obligations without the prior written authorisation of the Commissioner.

81.5 The Commissioner must not assign or otherwise dispose of the benefit of the whole or part of this Agreement save: to the Secretary of State, any other National Health Service trust, a Strategic Health Authority, a Special Health Authority, a Commissioner or any other person or body replacing any of the foregoing or to whom the Secretary of State exercising his statutory rights would be entitled to transfer such benefits provided any such entity is covered by the National Health Service (Residual Liabilities) Act 1966 or with the prior written consent of the Contractor (such approval not to be unreasonably withheld or delayed).

82 Force Majeure

82.1 No party shall be entitled to bring a claim for a breach of obligations under this Agreement by the other party or incur any liability to the other party for any losses or damages incurred by that party to the extent that a Force Majeure Event occurs and it is prevented from carrying out obligations by that Force Majeure Event.

82.2 In the occurrence of a Force Majeure Event, the Affected Party must notify the other party as soon as practicable. The notification must include details of the Force Majeure Event, including evidence of its effect on its obligations of the Affected Party and any action proposed to mitigate its effect.

82.3 As soon as practicable, following such notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Agreement.

82.4 Unless the Affected Party takes reasonable steps to mitigate the effect of a Force Majeure Event, clause 82.1 shall not have the effect of absolving it from its obligations under this Agreement.

82.5 If the Affected Party is delayed or prevented from performing its obligations and duties under this Agreement for a continuous period of three (3) months, then either party may terminate this Agreement by notice in Writing within such period as is reasonable in the circumstances (which shall be no shorter than twenty eight (28) days).

82.6 The termination of this Agreement in accordance with clause 82.5 above shall not take effect at the end of the applicable notice period if the Affected Party is able to resume performance of its obligations and duties under this Agreement within the applicable period of notice or if the other party otherwise consents.

83 Severance

83.1 Subject to clauses 83.2 and 83.3, if any provision of this Agreement is held to be invalid, illegal or unenforceable by any court, tribunal or other competent authority, such provision shall, to the extent required, be deemed to be deleted from this Agreement and shall not affect the validity, lawfulness or enforceability of any other provisions of this Agreement.

83.2 If, in the reasonable opinion of either party, the effect of a deletion in accordance with clause 83.1 above is to undermine the purpose of this Agreement or materially prejudice the position of either party, the parties shall negotiate in good faith in order to agree a suitable alternative term

to replace the deleted provision or a suitable amendment to this Agreement.

83.3 If the parties are unable to reach agreement as to the suitable alternative provision or amendment within a reasonable period of commencement of the negotiations, then the parties may refer the dispute for determination in accordance with the NHS Dispute Resolution Procedure set out in Schedule 6.

84 Service of Notice

84.1 Save as otherwise specified in this Agreement or where the context otherwise requires, any notice or other information required or authorised by this Agreement to be given by either party to the other party must be in Writing and may be served:

84.1.1 personally;

84.1.2 by post, or in the case of any notice served pursuant to clause 53 (Variation) and clauses 54 to 68 (Termination), registered or recorded delivery post;

84.1.3 by email, or facsimile transmission; or

84.1.4 by any other means which the Commissioner specifies by notice to the Contractor.

84.2 Any notice or other information shall be sent to the address specified in this Agreement or such other address as the Commissioner or the Contractor has notified to the other.

84.3 Any notice or other information shall be deemed to have been served or given:

84.3.1 if it was served personally, at the time of service;

84.3.2 if it was served by post, two (2) Working Days after it was posted; and

84.3.3 if it was served by email or facsimile transmission, if sent during Core Hours then at the time of transmission and if sent outside Core Hours then on the following Working Day.

84.4 Where notice or other information is not given or sent in accordance with clauses 84.1 to 84.3, such notice or other information is invalid unless the person receiving it elects, in Writing, to treat it as valid.

85 Data Protection

85.1 In this clause 85, the terms Personal Data, Data Subject, Data Controller, Data Processor and Sensitive Personal Data have the meanings given in the Data Protection Legislation and Processing, Process and Processed shall be construed accordingly.

85.2 The Commissioner and the Contractor must:

85.2.1 identify to each other an individual within each of their respective organisations authorised to respond to enquiries regarding any Personal Data;

85.2.2 deal with enquiries relating to Personal Data promptly, including those from the other and/or the Information Commissioner in relation to any Personal Data;

85.2.3 deal with any Data Subject request in relation to that Data Subject's Personal Data in accordance with all relevant Data Protection Legislation;

85.2.4 promptly provide to each other all information in its possession concerning any unauthorised or accidental disclosure or access made by a Staff member, director,

agent, sub-Contractor or any other identified or unidentified third party; and

85.2.5 comply with any relevant changes in the Data Protection Legislation in respect of the Personal Data.

85.3 The parties acknowledge that the Commissioner and the Contractor shall be Data Controllers in respect of the Personal Data supplied by the Commissioner to the Contractor under this Agreement.

85.4 Reserved.

86 Freedom of Information

86.1 The Contractor acknowledges that the Commissioner is subject to the requirements of the Code of Practice on Government Information and the Freedom of Information Act 2000 (the "**FOI Act**") and must assist and co-operate with the Commissioner to enable the Commissioner to comply with its disclosure obligations. Accordingly the Contractor agrees that:

86.1.1 this Agreement is subject to the obligations and commitments of the Commissioner under the Code of Practice on Openness in the NHS and the FOI Act as the same may be amended or replaced from time to time;

86.1.2 subject to clause 86.1.1 the decision on whether any exemption to the general obligations of public access to information applies to any Request for Information (as defined in the FOI Act) is a decision solely for the Commissioner;

86.1.3 where the Commissioner is managing a Request for Information, it shall only be obliged to consult with the Contractor in accordance with any code of practice issued

under section 45 of the FOI Act and from time to time in force;

86.1.4 where a Request for Information is received by the Contractor, it will transfer the Request for Information to the Commissioner's Contract Manager as soon as practicable and in any event within three (3) Working Days of receiving a Request for Information;

86.1.5 it will not respond directly to a Request for Information unless expressly authorised to do so by the Commissioner;

86.1.6 the Contractor itself is subject to the FOI Act as a public body operating under contract to the Commissioner.

86.2 The Commissioner shall be responsible for determining (without in any way fettering its discretion) whether any Commercially Sensitive Information should be disclosed in response to a Request for Information, but shall (subject to clause 86.1.3 above) use all reasonable endeavours to advise the Contractor of such Request for Information as soon as reasonably possible and take any representations the Contractor may make into account when determining whether the Commercially Sensitive Information should be disclosed.

86.3 The Contractor must use all reasonable endeavours to assist the Commissioner in complying with such obligations as may be imposed upon them by the FOI Act including:

86.3.1 providing all necessary assistance to the Commissioner in complying with any Request For Information served on the Commissioner under the FOI Act within the time for compliance set out in section 10 of the FOI Act;

86.3.2 processing information provided by the Commissioner in accordance with a record management system which

complies with the Lord Chancellor's records management recommendations and code of conduct issued under section 46 of the FOI Act; and

86.3.3 providing the Commissioner with a copy of all information in its possession, or power in the form that the Commissioner requires within five (5) Working Days (or such other period as the Commissioner may specify) of the Commissioner's request in order to satisfy any Request for Information.

87 Confidentiality

87.1 The party receiving Confidential Information (the "**Recipient**") undertakes to keep secret and strictly confidential and shall not disclose any Confidential Information to any third party, without the prior written consent of the party who disclosed the Confidential Information (the "**Discloser**") provided that:

87.1.1 the Recipient shall not be prevented from using any general knowledge, experience or skills which were in its possession prior to the commencement of this Agreement and which were not covered by any previous obligation of confidentiality; and

87.1.2 the provisions of this clause 87.1 shall not apply to any Confidential Information which:

87.1.2.1 is in or enters the public domain other than by breach of this Agreement or other act or omissions of the Recipient;

87.1.2.2 is obtained through a third party who is lawfully authorised to disclose such information; or

87.1.2.3 is authorised for release by the prior written consent of the Discloser.

87.2 Nothing in clause 87.1 shall prevent the Recipient from disclosing Confidential Information where it is required to do so by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law.

87.3 Where the Contractor is the Recipient, nothing in this clause 87 shall prevent the Contractor from disclosing Confidential Information to any of the Contractor's employees, officers, professional advisers, Contractors or agents who need to see and use it on behalf of the Recipient provided that they are bound by confidentiality undertakings.

87.4 Neither party shall make any announcement or otherwise publicise the existence of or disclose to any person the provisions of this Agreement without the prior written consent of the other party.

87.5 The provisions of this clause 87 shall continue in force following termination of this Agreement for any reason whatsoever and without limit in time.

88 NHS Branding

88.1 The Contractor must ensure that the Premises is clearly designated and branded to Patients and visitors as facilities at which NHS services are to be provided. The Contractor may use its own branding in respect of the Premises and in communications with Patients provided that such branding has been agreed by the Commissioner.

89 Discrimination

89.1 Neither party shall discriminate unlawfully within the meaning and scope of any law, enactment, order, regulation or similar instrument relating to discrimination (whether relating to race, gender, disability, religion or otherwise) in employment or performance of the Services and both parties shall take all reasonable steps to ensure observance of this clause

89 by all members of the parties' Staff and by all Contractors and sub-Contractors of the parties.

89.2 Each party shall indemnify the other party against all claims and proceedings and all liability, loss, costs and expenses incurred in connection therewith by the party as a result of any breach of this clause 89 by the other party, its employees or agents.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate

Signed by the parties or their duly authorised representatives on the date of this Agreement.

..... [Full name] Date…….
For and on behalf of [NHS England] [Job title]

..... [Full name] Date .....
[Job title]
[Witness]

..... [Full Name] Date .....
[For and on behalf
of [insert practice name here] [Job title]

Add any other relevant signatories on behalf of the practice below:

..... [Full name] Date .....
[Job title]
[Witness]

Schedule 1

Service Specification

Part 1 - Core Objectives and Practice Specific Objectives

[Core and Practice Specific Objectives appended][39]

[39] For local determination.

Part 2 – Minor Surgery[40]

1.1 The Contractor must provide such facilities and equipment as are necessary to enable it properly to perform Minor Surgery.

1.2 The Contractor must provide Minor Surgery 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.

1.3 The Contractor shall provide Minor Surgery to:

1.3.1 its Registered Patients; and

1.3.2 persons accepted by it as Temporary Residents.

40 This part is for local agreement depending on whether Minor Surgery is being provided and should be included or removed as appropriate.

Part 3 – Enhanced Services

Schedule 2

Calculation of Service Price/Charges

[For local agreement: Reference should be made where appropriate to SFE entitlement, PCR, QOF, seniority payments, superannuation, national insurance contributions, growth, administration, premises costs, any applicable KPIs and LMC levy deductions. Calculation of annual funding changes and uplifts should make reference to NHS England guidance on the arrangements it will apply to ensure fair and equitable treatment of all GP practices.]

Schedule 3

List of Prescribed Medical Certificates

Description of medical certificate	Short title of enactment under or for the purpose of which certificate required
1. To support a claim or to obtain payment either personally or by proxy; to prove incapacity to work or for self-support for the purposes of an award by the Secretary of State; or to enable proxy to draw pensions etc	Naval and Marine Pay and Pensions Act 1865, Air Force (Constitution) Act 1917, Pensions (Navy, Army, Air Force and Mercantile Marine) Act 1939, Personal Injuries (Emergency Provisions) Act 1939, Social Security Administration Act 1992, Social Security Contributions and Benefits Act 1992, Social Security Act 1998
2. Reserved.	
3. To secure registration of still-birth	Section 11 of the Births and Deaths Registration Act 1953 (special provision as to registration of still-birth)
4. To enable payment to be made to an institution or other person in case of mental disorder of persons entitled to payment from public funds	Section 142 of the Mental Health Act 1983 (pay, pensions etc of mentally disordered persons)
5. To establish unfitness for jury service	Juries Act 1974

6. To support late application for reinstatement in civil employment or notification of non-availability to take up employment owing to sickness	Reserve Forces (Safeguarding of Employment) Act 1985
7. To enable a person to be registered as an absent voter on grounds of physical incapacity	Representation of the People Act 1985
8. To support applications for certificates conferring exemption from charges in respect of drugs, medicines and appliances	National Health Service Act 2006
9. To support a claim by or on behalf of a severely mentally impaired person for exemption from liability to pay the Council Tax or eligibility for a discount in respect of the amount of Council Tax payable	Local Government Finance Act 1992

Schedule 4

Prescribing

The parties note that the provisions in this Schedule shall only apply if and to the extent that they are relevant to the Services and the parties.

1 Prescribing

1.1 The Contractor must ensure that:

1.1.1 any Prescription Form or Repeatable Prescription for issued or created by a Prescriber;

1.1.2 any Home Oxygen Order Form issued by a Health Care Professional; and

1.1.3 any Listed Prescription Items Voucher issued by a Prescriber or any other person acting under this Agreement,

complies as appropriate with the requirements in paragraphs 1.2 to 1.14, 2 and 5 to 8. For the purposes of paragraphs 1.2 to 1.14, 2 and 5 to 8, a reference to "drugs" includes contraceptive substances and a reference to "appliances" includes contraceptive appliances.

Prescribing software and supply shortages etc. of medicines

1.1A.1. This paragraph applies where:

1.1A.1.1 the Secretary of State, in the exercise of the Secretary of State's obligations, duties or powers in respect of ensuring that adequate supplies of English Health Service Medicines are available:

1.1A.1.1.1. has acquired information under Part 6 of the Health Service Products (Provision and Disclosure of Information) Regulations 2018 (information about price and availability of health service

medicines) about a particular English Health Service Medicine; and

1.1A.1.1.2. authorises the disclosure of information derived from that information ("Relevant Communications Information") to contractors for the purpose of ensuring, by the appropriate and effective management of:

1.1A.1.1.2.1 a supply shortage of that particular English Health Service Medicine; or

1.1A.1.1.2.2 the discontinuation of the production of that particular English Health Service Medicine;

that adequate supplies of English Health Service Medicines are available;

1.1A.1.2 the Contractor wishes to receive Relevant Communications Information via the prescribing software that it has to support the issuing of prescriptions for English Health Service Medicines (in addition to the other ways in which it may access that information); and

1.1A.1.3 there is a software programme available to the Contractor from its supplier of prescribing software ("SPS") that would enable that.

1.1A.2 Where paragraph 1.1A.1 applies, the Contractor must ensure that the arrangements it makes with a SPS to support the issuing of prescriptions for English Health Service Medicines:

1.1A.2.1 include appropriate provision requiring the updating of the software to take account of Relevant Communications Information about supply shortages of, or the discontinuation of the production of, particular English Health Service Medicines; and

1.1A.2.2 are, as regards that inclusion, consistent with the authorisation referred to in paragraph 1.1A.1.1.2.

1.1A.3 The disclosure of Relevant Communications Information by the Secretary of State or a person acting on the Secretary of State's behalf to a SPS, or by a SPS to a contractor in a manner that is consistent with the authorisation referred to in paragraph 1.1A.1.1.2, is not a disclosure of confidential or commercially sensitive information affected by section 264B(2)(b) of the 2006 Act in a case where but for this paragraph it would be if the disclosure is:

1.1A.3.1 for the purpose of ensuring, by the appropriate and effective management by the Secretary of State (and persons acting on the Secretary of State's behalf) of:

1.1A.3.1.1 a supply shortage of the particular English Health Service Medicine in question; or

1.1A.3.1.2 the discontinuation of the production of the particular English Health Service Medicine in question;

that adequate supplies of English Health Service Medicines are available; and

1.1A.3.2 proportionate to that purpose.

1.1A.4 A disclosure of Relevant Communications Information as mentioned in paragraph 1.1A.3 may be by way of permitting access to that information rather than proactive disclosure.

1.1A.5 A disclosure of Relevant Communications Information that is as mentioned in paragraph 1.1A.3 is to be treated as neither constituting a breach of confidence nor prejudicing commercial interests in any case where, but for this paragraph, it would be so treated.

1.1A.6 Section 264B(3)(f) of the 2006 Act applies to the Contractor in respect of Relevant Communications Information received as part of the

arrangements mentioned in paragraph 1.1A.2 as it would if the Secretary of State had disclosed that information to the Contractor directly instead of via an intermediary.

1.1A.7 A SPS must not disclose Relevant Communications Information, other than as provided for in paragraph 1.1A.3, if it is confidential or commercially sensitive information that, when disclosed to a contractor by the Secretary of State, is subject to the disclosure restriction in section 264B(2)(b) of the 2006 Act.

1.2 Subject to paragraphs 1.2A, 1.3 and 1.4 and to paragraphs 6 and 7, a Prescriber must order any drugs, medicines or Appliances which are needed for the treatment of a Patient who is receiving treatment under this Agreement by:

1.2.1 issuing to the Patient a Non-Electronic Prescription Form or Non-Electronic Repeatable Prescription completed in accordance with paragraph 1.7; or

1.2.2 creating and transmitting an Electronic Prescription in circumstances where paragraph 2.1 applies, and a Non-Electronic Prescription Form, Non-Electronic Repeatable Prescription or Electronic Prescription must not be used in any other circumstances.

1.2A If, on a particular occasion when a drug, medicine or appliance is needed as mentioned in paragraph 1.2—

1.2A.1 the prescriber is able, without delay, to order the drug, medicine or appliance by means of an electronic prescription;

1.2A.2 the Electronic Prescription Service software that the prescriber would use for that purpose provides for the creation and transmission of electronic prescriptions without the need for a nominated dispenser; and

1.2A.3 none of the reasons for issuing a non-electronic prescription form or a non-electronic repeatable prescription given in paragraph 1.2B apply,

the prescriber must create and transmit an electronic prescription for that drug, medicine or appliance.

1.2B The reasons given in this paragraph are—

1.2B.1 although the prescriber is able to use the Electronic Prescription Service, the prescriber is not satisfied that—

1.2B.1.1 the access that the prescriber has to the Electronic Prescription Service is reliable, or

1.2B.1.2 the Electronic Prescription Service is functioning reliably;

1.2B.2 the Patient, or where appropriate the Patient's Authorised Person, informs the prescriber that the Patient wants the option of having the prescription dispensed elsewhere than in England;

1.2B.3 the Patient, or where appropriate the Patient's Authorised Person, insists on the Patient being issued with a non-electronic prescription form or a non-electronic repeatable prescription for a particular prescription and in the professional judgment of the prescriber the welfare of the Patient is likely to be in jeopardy unless a non-electronic prescription form or a non-electronic repeatable prescription is issued;

1.2B.4 the prescription is to be issued before the contractor's EPS phase 4 date or the contractor has no such date.

1.3 A Health Care Professional must order any Home Oxygen Services which are needed for the treatment of any Patient who is receiving treatment under this Agreement by issuing a Home Oxygen Order Form.

1.4 During an outbreak of an illness for which a Listed Prescription Item may be used for a treatment or for prophylaxis, if:

1.4.1 the Secretary of State or NHS England has made arrangements for the distribution of a Listed Prescription Item free of charge; and

1.4.2 that Listed Prescription Item is needed for treatment or prophylaxis of any Patient who is receiving treatment under this Agreement,

a Prescriber may order that Listed Prescription Item by using a Listed Prescription Items Voucher, and must sign that Listed Prescription Items Voucher (with an Electronic Signature, if an electronic form is used) if one is used.

1.5 During an outbreak of an illness for which a Listed Prescription Item may be used for treatment or for prophylaxis, if:

1.5.1 the Secretary of State or NHS England has made arrangements for the distribution of a Listed Prescription Item free of charge;

1.5.2 those arrangements contain criteria set out in a protocol which enable persons who are not Prescribers to identify the symptoms of, and whether there is a need for treatment or prophylaxis of, that disease;

1.5.3 a person acting on behalf of the Contractor, who is not a Prescriber but who is authorised by NHS England to order Listed Prescription Items, has applied the criteria referred to in paragraph 1.5.2 to a Patient who is receiving treatment under this Agreement; and

1.5.4 having applied the criteria, that person has concluded that the Listed Prescription Item is needed for treatment or prophylaxis of that Patient,

the person may order that Listed Prescription Item by using a Listed Prescription Items Voucher, and must sign the Listed Prescription Item Voucher (with an Electronic Signature, if an electronic form is used) if one is used.

1.6 A Prescriber may only order drugs, medicines or Appliances on a Repeatable Prescription where the drugs, medicines or Appliances are to be provided more than once.

1.6A.1 A Prescriber must only order one prescription item on a Prescription Form or Repeatable Prescription that is used by the Prescriber for ordering a Listed HRT Prescription Item.

1.6A.2 For the purposes of paragraph 1.6A.1, "Listed HRT Prescription Item" is to be construed in accordance with regulation 17A(1)(a) of the National Health Service (Charges for Drugs and Appliances) Regulations 2015, read with regulation 17A(7) of those Regulations.

1.7 In issuing any Non-Electronic Prescription Form or Non-Electronic Repeatable Prescription the Prescriber must:

1.7.1 sign the Prescription Form or Repeatable Prescription in ink in the Prescriber's own handwriting and not by means of a stamp with the Prescriber's own initials, or forenames, and surname; and

1.7.2 only sign the Prescription or Repeatable Prescription after particulars of the order have been inserted in the Prescription Form or Repeatable Prescription.

1.8 A Prescription Form or Repeatable Prescription must not refer to any previous Prescription Form or Repeatable Prescription.

1.9 A separate Prescription Form or Repeatable Prescription must be used for each Patient, except where a bulk prescription is issued for a school or institution under paragraph 8.

1.10 A Home Oxygen Order Form must be signed by a Health Care Professional.

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

1.11.1 use only the Prescription Form provided specially for the purposes of supply by instalments;

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

1.11.3 order only such quantity of the drug as will provide treatment for a period not exceeding fourteen (14) days.

1.12 The Prescription Form provided specially for the purpose of supply by instalments must not be used for any purpose other than ordering drugs in accordance with paragraph 1.11.

1.13 In an urgent case, a Prescriber may only request a Chemist to dispense a drug before a Prescription Form or Repeatable Prescription is issued or created, if:

1.13.1 the drug or medicine is not a Scheduled drug;

1.13.2 the drug is not a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Part 1 of Schedule 4 (controlled drugs subject to the requirements of regulations 22, 23, 26 and 27) or Schedule 5 (controlled drugs excepted from the

prohibition of importation, exportation and possession and subject to the requirements of regulations 24 and 26) to the Misuse of Drugs Regulations 2001; and

1.13.3 the Prescriber undertakes to:

1.13.3.1 provide the Chemist within 72 hours from the time of the request with a Non-Electronic Prescription Form or Non-Electronic Repeatable Prescription completed in accordance with paragraph 1.7, or

1.13.3.2 transmit to the Electronic Prescription Service within 72 hours from the time of the request an Electronic Prescription.

1.14 In an urgent case, a Prescriber may only request a Chemist to dispense an Appliance before a Prescription Form or Repeatable Prescription is issued or created if:

1.14.1 that Appliance does not contain a Scheduled drug or a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Schedule 5 to the Misuse of Drugs Regulations 2001 (controlled drugs excepted from the prohibition on importation, exportation and possession and subject to the requirements of regulations 24 and 26);

1.14.2 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

1.14.3 the Prescriber undertakes to:

1.14.3.1 provide the Chemist within 72 hours from the time of the request with a Non-Electronic Prescription Form or Non-Electronic Repeatable Prescription completed in accordance with paragraph 1.7, or

1.14.3.2 transmit to the Electronic Prescription Service within 72 hours from the time of the request an Electronic Prescription.

2 Electronic Prescriptions

2.1 A Prescriber may only order drugs, medicines or Appliances by means of an Electronic Prescription if:

2.1.1 the prescription is not:

2.1.1.1 for a controlled drug within the meaning of the Misuse of Drugs Act 1971 (which relates to controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Schedule 4 (controlled drugs subject to the requirements of regulations 22, 23, 26 and 27) or 5 (controlled drugs excepted from the prohibition on importation, exportation and possession and subject to the requirements of regulations 24 and 26) to the Misuse of Drugs Regulations 2001;

2.1.1.2 a bulk prescription issued for a school or institution under paragraph 8.

2.1A If a prescriber orders a drug, medicine or appliance by means of an electronic prescription, the prescriber must issue the Patient with—

2.1A.1 subject to paragraph 2.1C, an EPS token; and

2.1A.2 if the Patient, or where appropriate an Authorised Person, so requests, a written record of the prescription that has been created.

2.1B On and after the contractor's EPS phase 4 date, if the order is eligible for Electronic Prescription Service use, the prescriber must ascertain if the Patient, or where appropriate the Patient's Authorised Person,

wants to have the electronic prescription dispensed by a nominated dispenser.

2.1C The prescriber must not issue the Patient with an EPS token if the Patient, or where appropriate the Patient's Authorised Person, wants to have the electronic prescription dispensed by a nominated dispenser.".

2.2 A Health Care Professional may not order Home Oxygen Services by means of an Electronic Prescription.

3 Patient choice: pharmaceutical services

3.1 A Contractor which is authorised to use the Electronic Prescription Service for its Patients must, if a Patient, or where appropriate the Patient's Authorised Person, so requests, enter into the particulars relating to the Patient which is held in the Patient Demographic Service which is operated by NHS England:

3.1.1 where he does not have a nominated Dispenser, the Dispenser chosen by that Patient, or where appropriate the Patient's Authorised Person; and

3.1.2 where he does have a nominated Dispenser:

3.1.2.1 a replacement Dispenser; or

3.1.2.2 a further Dispenser,

chosen by that Patient.

3.2 Paragraph 3.1.2.2 does not apply if the number of nominated Dispensers would thereby exceed the maximum number permitted by the Electronic Prescription Service.

3.2A The Contractor must, where the Patient has nominated a Dispenser, consult the Patient, or the Patient's Authorised Person, as to their choice

of Dispenser in respect of each order for drugs, medicines or Appliances made by a Prescriber under paragraphs 1.2 - 1.13.3.2 of this Schedule 4.

3.3 Reserved.

3.4 A Contractor must not seek to persuade a Patient, or a Patient's Authorised Person, to nominate a Dispenser recommended by the Prescriber or the Contractor.

3.5 The Contractor must direct the Patient, or the Patient's Authorised Person, to the relevant information made available by the Commissioner about all chemists who are available in the Patient's chosen area and who are able to provide the required service where:

3.5.1 a Patient does not have a Nominated Dispenser;

3.5.2 a Patient, or a Patient's Authorised Person, asks the Contractor to recommend a chemist whom the Patient or the Patient's Authorised Person might nominate as the Patient's Dispenser; or

3.5.3 the Contractor refers a Patient to a pharmaceutical service.

4 Repeatable Prescribing Services

4.1 The Contractor may only provide Repeatable Prescribing Services to any person on its List of Patients if the Contractor:

4.1.1 satisfies the conditions in paragraph 4.2; and

4.1.2 has given notice in Writing to the Commissioner of its intention to provide Repeatable Prescribing Services in accordance with paragraphs 4.3 and 4.4.

4.2 The conditions referred to in this paragraph are:

4.2.1 the Contractor has access to computer systems and software which enable it to issue Non-Electronic Repeatable Prescriptions and Batch Issues; and

4.2.2 the Practice Premises at which the Repeatable Prescribing Services are to be provided are located in the Local Authority area in which there is also located the premises of at least one Chemist who has undertaken to provide, or has entered into an arrangement to provide, Repeat Dispensing Services.

4.3 The notice given under paragraph 4.1.2 must confirm that the Contractor:

4.3.1 wants to provide Repeatable Prescribing Services;

4.3.2 intends to begin to providing those services from a specified date; and

4.3.3 satisfies the conditions in paragraph 4.2.

4.4 The date specified by the Contractor pursuant to paragraph 4.3.2 must be at least ten (10) days after the date on which the notice specified in paragraph 4.1 was given.

4.5 Nothing in paragraphs 4.1 to 4.8 requires the Contractor or Prescriber to provide Repeatable Prescribing Services to any person.

4.6 A Prescriber may only provide Repeatable Prescribing Services to a person on a particular occasion if:

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

4.6.2 the Prescriber considers that it is clinically appropriate to provide such services to that person on that occasion.

4.7 The Contractor may not provide Repeatable Prescribing Services to any of it Patient to whom a person specified in paragraph 4.8 is authorised or required by NHS England to provide pharmaceutical services in accordance with arrangements made under section 126 (arrangements for pharmaceutical services) and section 132 (persons authorised to provide pharmaceutical services) of the 2006 Act.

4.8 The persons specified in this paragraph are:

4.8.1 a medical practitioner who is a party to this Agreement;

4.8.2 in the case of an agreement with a company, any medical practitioner who is both a legal and beneficial shareholder in that body; or

4.8.3 any medical practitioner employed or engaged by the Contractor.

5 Repeatable Prescriptions

5.1 A Prescriber who issues a Non-Electronic Repeatable Prescription must at the same time issue the appropriate number of Batch Issues.

5.2 Where a Prescriber wishes to make any change to the type, quantity, strength or dosage of drugs, medicines or Appliances ordered on a person's Repeatable Prescription the Prescriber must:

5.2.1 in the case of a Non-Electronic Repeatable Prescription:

5.2.1.1 give notice to the person; and

5.2.1.2 make reasonable efforts to give notice to the Chemist providing Repeat Dispensing Services to that person, that the original Repeatable Prescription should no longer be used to obtain or provide Repeat Dispensing

Services and make arrangements for a replacement Repeatable Prescription to be issued to the person; or

5.2.2 in the case of an Electronic Repeatable Prescription:

5.2.2.1 arrange with the Electronic Prescription Service for the cancellation of the original Repeatable Prescription; and

5.2.2.2 create a replacement Electronic Repeatable Prescription relating to the person and give notice to the person that this has been done.

5.3 Where a Prescriber has created an Electronic Repeatable Prescription for a person, the Prescriber must, as soon as practicable, arrange with the Electronic Prescription Service for its cancellation if, before the expiry of that prescription:

5.3.1 the Prescriber considers that it is no longer appropriate or safe for the person to receive the drugs, medicines or Appliances ordered on the person's Electronic Repeatable Prescription or it is no longer safe or appropriate for the person to continue to receive Repeatable Prescribing Services;

5.3.2 he has issued the person with a Non-Electronic Repeatable Prescription in place of the Electronic Repeatable Prescription; or

5.3.3 it comes to the Prescriber's notice that the person has been removed from the List of Patients of the Contractor on whose behalf the prescription was issued.

5.4 Where a Prescriber has cancelled an Electronic Repeatable Prescription in accordance with paragraph 5.3 the Prescriber must give notice to the person, as soon as is possible to that effect.

5.5 A Prescriber who has issued a Non-Electronic Repeatable Prescription in relation to a person must, as soon as possible, make reasonable

efforts to give notice to the Chemist that that Repeatable Prescription should no longer be used to provide Repeat Dispensing Services to that person, if, before the expiry of that Repeatable Prescription:

5.5.1 the Prescriber considers that it is no longer safe or appropriate for the person to receive the drugs, medicines or Appliances ordered on the person's Repeatable Prescription or that it is no longer safe or appropriate or safe for the person to continue to receive Repeatable Prescribing Services;

5.5.2 the Prescriber issues or creates a further Repeatable Prescription in respect of the person to replace the original Repeatable Prescription other than in the circumstances referred to in paragraph 5.2.1 (for example, because the person wants to obtain the drugs, medicines or Appliances from a different Chemist); or

5.5.3 it comes to the Prescribers attention that the person has been removed from the List of Patients of the Contractor on whose behalf the prescription was issued.

5.6 Where the circumstances in paragraphs 5.5.1 to 5.5.3 apply, the Prescriber must, as soon as practicable, give notice to a person that the person's Repeatable Prescription should no longer be used to obtain Repeat Dispensing Services.

5A Prescribing for Electronic Repeat Dispensing

5A.1 Subject to paragraphs 1.2 to 1.14, 2, 4 and 5.2.2 to 5.4, where a Prescriber orders a drug, medicine or Appliance by means of an Electronic Repeatable Prescription, the Prescriber must issue the prescription in a format appropriate for Electronic Repeat Dispensing where it is clinically appropriate to do so for that patient on that occasion.

5A.2 In this paragraph 5A, ”Electronic Repeat Dispensing” means dispensing as part of pharmaceutical services or Local Pharmaceutical Services which involves the provision of drugs, medicines or Appliances in accordance with an Electronic Repeatable Prescription.

6 Restrictions on prescribing by medical practitioners

6.1 A medical practitioner, in the course of treating a Patient to whom the practitioner is providing treatment under this Agreement, must comply with the following paragraphs.

6.2 The medical practitioner must not order on a Listed Prescription Items Voucher, Prescription Form or Repeatable Prescription a drug, medicine or other substance specified in any directions given by the Secretary of State under section 88 of the 2006 Act (GMS contracts: prescription of drugs etc.) as being a drug, medicines or other substance which may not be ordered for Patients in the provision of medical services under a general medical services contract.

6.3 The medical practitioner must not order on a Listed Prescription Items Voucher, a Prescription Form or Repeatable Prescription a drug, medicine or other substance specified in any directions given by the Secretary of State under section 88 of the 2006 Act (GMS contracts: prescription of drugs etc.) as being a drugs, medicines or other substances which can be ordered for specified Patients and specified purposes unless:

6.3.1 the Patient is a person of the specified description;

6.3.2 the drug or medicine or other substance is prescribed for that Patient only for the specified purpose; and

6.3.3 if the order is on a Prescription Form, the practitioner includes on that form:

6.3.3.1 the reference “SLS”; or

6.3.3.2 if the order is under arrangements made by the Secretary of State or NHS England for the distribution of a Listed Prescription Item free of charge, the reference “ACP”,

6.4 The medical practitioner must not order on a Prescription Form or Repeatable Prescription a restricted availability Appliance unless:

6.4.1 the Patient is a person, or it is for a purpose, specified in the Drug Tariff; and

6.4.2 the practitioner includes on the Prescription Form the reference “SLS”,

6.5 The medical practitioner must not order on a Repeatable Prescription a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 (controlled drugs and their classification for the purposes of that Act), other than a drug which is for the time being specified in Schedule 4 (controlled drugs subject to the requirements of regulations 22, 23, 26 and 27) or Schedule 5 (controlled drugs excepted from the prohibition on importation, exportation and possession and subject to the requirements of regulations 24 and 26) to the Misuse of Drugs Regulations 2001.

6.6 Subject to clause 74.1.2 and to paragraph 6.7, nothing in the preceding paragraphs prevents a medical practitioner, in the course of treating a Patient to whom this regulation refers, from prescribing a drug, medicine or other substance or, as the case may be, a restricted availability appliance or a controlled drug within the meaning of section 2 of the Misuse of Drugs Act 1971 (controlled drugs and their classification for the purposes of that Act) for the treatment of that patient under a private arrangement.

6.7 Where, under paragraph 6.6, a drug, medicine or other substance is prescribed under a private arrangement, if the order is to be transmitted as an electronic communication to a chemist for the drug, medicine or Appliance to be dispensed:

6.7.1 if the order is not for a drug for the time being specified in Schedule 2 (controlled drugs subject to the requirements of regulations 14, 15, 16, 18, 19, 20, 21, 23, 26 and 27) or Schedule 3 (controlled drugs subject to the requirements of regulations 14, 15, 16, 18, 22, 23, 24, 26 and 27) to the Misuse of Drugs Regulations 2001, it may be transmitted by the Electronic Prescription Service; but

6.7.2 if the order is for a drug for the time being specified in Schedule 2 (controlled drugs subject to the requirements of regulations 14, 15, 16, 18, 19, 20, 21, 23, 26 and 27) or Schedule 3 (controlled drugs subject to the requirements of regulations 14, 15, 16, 18, 22, 23, 24, 26 and 27) to the Misuse of Drugs Regulations 2001, it must be transmitted by the Electronic Prescription Service.

7 Restrictions on prescribing by Supplementary Prescribers

7.1 The Contractor must have arrangements in place to secure that a Supplementary Prescriber may only:

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

7.1.2 administer a prescription only medicine for parenteral administration; or

7.1.3 give directions for the administration of a prescription only medicine for parenteral administration,

as a Supplementary Prescriber under the conditions set out in paragraph 7.2.

7.2 The conditions referred to in paragraph 7.1 are that:

7.2.1 the person satisfies the conditions set out in regulation 215 of the Human Medicines Regulations 2012 (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 those Regulations;

7.2.2 the Prescription Only Medicine is not specified in any directions given by the Secretary of State under section 88 of the 2006 Act (GMS contracts: prescription of drugs etc) 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; and

7.2.3 the Prescription Only Medicine is not specified in any directions given by the Secretary of State under section 88 of the 2006 Act (GMS contracts: prescription of drugs etc) as being a Prescription Only Medicine which can only be ordered for specified Patients and specified purposes unless:

7.2.3.1 the Patient is a person of the specified description;

7.2.3.2 the medicine is prescribed for that Patient only for the specified purposes; and

7.2.3.3 if the Supplementary Prescriber is issuing or creating a prescription on a Prescription Form, the Prescriber includes on the form:

7.2.3.3.1 the reference “SLS” or,

7.2.3.3.2 in the case of a Listed Prescription Item ordered under arrangements made by the

Secretary of State or NHS England for the item's distribution free of charge, the reference "ACP".

7.3 Where the functions of a Supplementary Prescriber include prescribing, the Contractor must have arrangements in place to secure that the person may only issue or create a prescription for:

7.3.1 an Appliance; or

7.3.2 a medicine which is not a Prescription Only Medicine, as a Supplementary Prescriber under the conditions set out in paragraph 7.4.

7.4 The conditions set out in this paragraph are that:

7.4.1 the Supplementary Prescriber acts in accordance with a clinical management plan which is in effect at the time at which that Prescriber acts and which contains the following particulars:

7.4.1.1 the name of the Patient to whom the plan relates;

7.4.1.2 the illness or conditions which may be treated by the Supplementary Prescriber;

7.4.1.3 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;

7.4.1.4 reference to the class or description of medicines or types of Appliances which may be prescribed or administered under the plan;

7.4.1.5 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;

7.4.1.6 relevant warnings about known sensitivities of the Patient to, or known difficulties of the Patient with, particular medicines or Appliances;

7.4.1.7 the arrangements for notification of:

7.4.1.7.1 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; and

7.4.1.7.2 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

7.4.1.8 the circumstances in which the Supplementary Prescriber should refer to, or seek the advice of, the medical practitioner or dentist who is a party to the plan;

7.4.2 the Supplementary Prescriber has access to the health care 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;

7.4.3 if it is a prescription for a Prescription Only Medicine, that Prescription Only Medicine is not specified in any directions given by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which may not be ordered for Patients in the provision of medical services under this Agreement;

7.4.4 if it is a prescription for a Prescription Only Medicine, that Prescription Only Medicine is not specified in any directions given

by the Secretary of State under section 88 of the 2006 Act as being a drug, medicine or other substance which can only be ordered for specified Patients and specified purposes unless:

7.4.4.1 the Patient is a person of the specified description;

7.4.4.2 the medicine is prescribed for that Patient only for the specified purposes; and

7.4.4.3 when issuing or creating the prescription, the Supplementary Prescriber includes on the Prescription Form the reference "SLS";

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

7.4.6 if it is a prescription for a restricted availability Appliance:

7.4.6.1 the Patient is a person of a description mentioned in the entry in Part IX of the Drug Tariff in respect of that Appliance;

7.4.6.2 the Appliance is prescribed only for the purposes specified in respect of that person in that entry; and

7.4.6.3 when issuing or creating the prescription, the Supplementary Prescriber includes on the Prescription Form the reference "SLS".

7.5 In paragraph 7.4.1, "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:

7.5.1 the Patient to whom the plan relates;

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

7.5.3 any Supplementary Prescriber who is to prescribe, give directions for administration or administer under the plan.

8 Bulk prescribing

8.1 A Prescriber may use a single use Non-Electronic Prescription Form where:

8.1.1 the Contractor is responsible under this Agreement for the treatment of ten (10) or more persons in a school or other institution in which at least twenty (20) persons normally reside; and

8.1.2 the Prescriber orders, for any two or more of those persons for whose treatment the Contractor is responsible, drugs, medicines or Appliances to which paragraphs 8.1 to 8.3 apply,

8.2 Where a Prescriber uses a single Non-Electronic Prescription Form for the purpose mentioned in paragraph 8.1.2, the Prescriber must (instead of entering on the form the names of the persons for whom the drugs, medicines or Appliances are ordered) enter on the form:

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

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

8.3 Paragraphs 8.1 to 8.3 apply to any drug, medicine or Appliance which can be supplied as part of pharmaceutical services and which:

8.3.1 in the case of a drug or medicine, is not a Prescription Only Medicine; or

8.3.2 in the case of an Appliance, does not contain such a product.

9 Excessive prescribing

9.1 The Contractor must not prescribe drugs, medicines or Appliances the cost or quantity of which, in relation to a 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.

9.2 In considering whether a Contractor has breached its obligations under paragraph 9.1, the Commissioner may, if the Contractor consents, seek the views of the Local Medical Committee (if any) for the area in which the Contractor provides services under this Agreement.

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

10.1 Subject to paragraphs 10.2 and 10.3, a Contractor:

10.1.1 must 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

10.1.2 may provide to a Patient any drug, medicine or Appliance, not being a Scheduled drug, which the Contractor personally administers or applies to that Patient,

10.2 The Contractor must only provide a restricted availability Appliance only if it is for a person or a purpose specified in the Drug Tariff.

10.3 Nothing in paragraphs 10.1 or 10.3 authorises a person to supply any drug or medicine to a Patient otherwise than in accordance with Part 12 of the Human Medicines Regulations 2012.

11 Inquiries about prescriptions and referrals

11.1 The Contractor must, subject to paragraphs 11.2 and 11.3, sufficiently answer any inquiries whether oral or in Writing from the Commissioner concerning:

11.1.1 any Prescription Form or Repeatable Prescription Form issued or created by a Prescriber;

11.1.2 the considerations by reference to which Prescribers issue such forms;

11.1.3 the referral by or on behalf of the Contractor of any Patient to any other services provided under the 2006 Act; or

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

11.2 An inquiry referred to in paragraph 11.1 may only be made for the purpose either of obtaining information to assist the Commissioner to discharge its functions or of assisting the Contractor in the discharge of its obligations under this Agreement.

11.3 The Contractor is not obliged to answer any inquiry referred to in paragraph 11.1 unless it is made:

11.3.1 in the case of paragraph 11.1.1 or paragraph 11.1.2, by an appropriately qualified Health Care Professional; or

11.3.2 in the case of paragraph 11.1.3 or 11.1.4, by an appropriately qualified medical practitioner.

11.4 The appropriately qualified person referred to in paragraph 11.3 must:

11.4.1 be appointed by the Commissioner to assist it in the exercise of the Commissioner's functions under this paragraph 11; and

11.4.2 produce, on request, written evidence that they are authorised by the Commissioner to make such an inquiry on the Commissioner's behalf.

Schedule 5

Patients

1 Persons to whom Services are to be provided

1.1 Except where specifically stated otherwise in respect of particular Services, the Contractor shall provide Services under this Agreement to:

1.1.1 Registered Patients;

1.1.2 Temporary Residents;

1.1.3 persons to whom the Contractor is required to provide emergency or immediately necessary treatment;

1.1.4 any person for whom the Contractor is responsible under regulation 18 of the National Health Service (General Medical Services Contracts) Regulations 2015 ("the GMS Contracts Regulations");

1.1.5 any other person to whom the Contractor is responsible under arrangements made with another Contractor; and

1.1.6 any other person to whom the Contractor has agreed to provide Services under this Agreement.

2 Practice Area

2.1 The area in respect of which persons resident in it will, subject to any other terms of this Agreement relating to Patient registration, be entitled to register with the Contractor, or seek acceptance by the Contractor as a Temporary Resident, is the "Practice Area".

Outer boundary area[41]

2.2 The area, other than the area referred to in paragraph 2.1, which is to be known as the outer boundary area is [ ].

2.3 Where a Patient moves into the outer boundary area referred to in paragraph 2.2 and would like to remain on the Contractor's List of Patients, the Patient may remain on that list if the Contractor so agrees, notwithstanding the Patient no longer resides in the Practice Area referred to in paragraph 2.1.

2.4 Where a Patient remains on the Contractor's List of Patients as a consequence of paragraph 2.3, the outer boundary area is to be treated as part of the Practice Area for the purposes of the application of any other terms and conditions of this Agreement in respect of that Patient.

3 List of Patients

3.1 The Contractor's List of Patients is [open/closed][42].

3.2 The Commissioner must prepare and keep up to date a list of the Patients who have been:

3.2.1 accepted by the Contractor for inclusion in the Contractor's List of Patients under paragraphs 5, 31, 32, 16A.4 and 16A.6 and who have not been subsequently removed from that List under paragraphs 9 to 15; and

41 Clauses 2.2 to 2.4 must be included and clause 7.2.2 amended only where the parties agree there is to be an outer boundary area

42 The Agreement must specify whether, at the date the Agreement comes into force, the Contractor's list of patients will be open or closed. Please delete as appropriate. This clause is required by regulation 13(1)(e) of the PMS Regulations

3.2.2 assigned by the Commissioner to the Contractor's List of Patients under:

3.2.2.1 paragraph 22; or

3.2.2.2 paragraph 23 (by virtue of a determination of the assessment panel under paragraph 25.8 which has not subsequently been overturned by a determination of the Secretary of State under paragraph 26 or by a court).

3.3 The Contractor must, upon receipt of a reasonable written request by the Commissioner:

3.3.1 take appropriate steps as soon as is reasonably practicable to correct and update Patient data held on the practice's computerised clinical systems, and where necessary register or deregister Patients to ensure that the Patient list is accurate; and

3.3.2 provide information relating to its List of Patients as soon as is reasonably practicable and, in any event, no later than 30 days from the date on which the request was received by the Contractor, in order to assist the Commissioner in the exercise of its duties under paragraph 3.2, contacting Patients where reasonably necessary to confirm that their Patient data is correct.

4 Patients aged 75 and over: accountable GP

4.1 The Contractor must ensure that for each of its Registered Patients aged seventy five (75) and over there is assigned an Accountable GP.

4.2 The Accountable GP must:

4.2.1 take lead responsibility for ensuring that any Services which the Contractor is required to provide under this Agreement are, to the

extent that their provision is considered necessary to meet the needs of the Patient, delivered to the Patient;

4.2.2 take all reasonable steps to recognise and appropriately respond to the physical and psychological needs of the Patient in a timely manner;

4.2.3 ensure that the Patient receives a health check if, and within a reasonable period after, one has been requested; and

4.2.4 work co-operatively with other health and social care professionals who may become involved in the care and treatment of the Patient to ensure the delivery of a multi-disciplinary care package designed to meet the needs of the Patient.

4.3 The Contractor must:

4.3.1 inform the Patient, in such manner as is considered appropriate by the Contractor's Practice, of the assignment to the Patient of an Accountable GP;

4.3.2 provide the Patient with the name and contact details of the Accountable GP and information regarding the role and responsibilities of the Accountable GP in respect of the Patient;

4.3.3 inform the Patient as soon as any circumstances arise in which the Accountable GP is not able, for any significant period, to carry out their duties of the Accountable GP in respect of the Patient; and

4.3.4 where the Contractor's Practice considers it to be necessary, assign a replacement Accountable GP to the Patient and inform the Patient accordingly.

4.4 The Contractor must comply with the requirement in paragraph 4.3.1:

4.4.1 in the case of any person aged seventy five (75) or over who is accepted by the Contractor as a Registered Patient on or after the date the PMS Regulations came into force, before the end of the period of 21 days beginning with the date on which that person is so accepted; or

4.4.2 in the case of a person who is included in the Contractor's List of Patients immediately before the date on which the PMS Regulations came into force and who attains the age of 75 or over on or after that date, before the end of the period of 21 days after the date on which that person attained that age.

4.5 In paragraphs 4.1 to 4.5, "health check" means a consultation undertaken by the Contactor in the course of which the Contractor it must make such inquiries and undertake such examinations of the Patient as appear to it to be appropriate in all the circumstances.

4A NHS e-Referral Service (e-RS)

4A.1. Except in the case of a contractor to which clause 4A.2 or clause 4A.3 applies, the Contractor must require the use in its Practice of the system for electronic referrals known as the NHS e-Referral Service ("e-RS") in respect of each referral of any of its Registered Patients to a first consultant-led out-patient appointment for medical services under the Act in respect of which the facility to use e-RS is available.

4A.2. This paragraph applies to a contractor which does not yet have e-RS in place for use in the contractor's Practice.

4A.3. This paragraph applies to a contractor which:

4A.3.1 is experiencing technical or other practical difficulties which are preventing the use, or effective use, of e-RS in its Practice; and

4A.3.2 has notified the Commissioner that this is the case.

4A.4. A contractor to which paragraph 4A.2 applies must require the use in its Practice of alternative means of referring its registered patients to a first consultant-led outpatient appointment for medical services under the Act until such time as the contractor has e-RS in place for use in its Practice.

4A.5. A contractor to which paragraph 4A.3 applies:

4A.5.1 must ensure that a plan is agreed between the contractor's Practice and the Commissioner for resolving the technical or other practical difficulties which are preventing the use, or effective use, of e-RS in the contractor's Practice; and

4A.5.2 must require the use in its Practice of alternative means of referring its registered patients to a first consultant-led out-patient appointment for medical services under the Act until such time as those technical or other practical difficulties have been resolved to the satisfaction of the Commissioner.

4B Direct booking by NHS 111 or via a Connected Service

4B.1 The Contractor must ensure that as a minimum the following number of appointments during Core Hours for its Registered Patients are made available per day for direct booking by or via a service ("a Connected Service") approved by NHS England that is or may be accessed via NHS 111:

4B.1.1 one, where the Contractor has 3,000 Registered Patients or fewer; or

4B.1.1 one for each whole 3,000 Registered Patients, where the Contractor has more than 3,000 Registered Patients.

4B.2 The Contractor must:

4B.2.1 configure its computerised systems to allow direct booking by NHS 111 or via a Connected Service;

4B.2.2 monitor its booking system for appointments booked by NHS 111 or via a Connected Service;

4B.2.3 assess the Post Event Message received from NHS 111 or via a Connected Service in order to decide whether an alternative to the booked appointment should be arranged, such as a telephone call to the Patient or an appointment with another health care professional and where appropriate, make those arrangements; and

4B.2.4 co-operate with NHS England in its oversight of direct booking by NHS 111 or via a Connected Service by providing any information relating to direct booking by NHS 111 or via a Connected Service which is reasonably required by NHS England.

4B.3 The requirements in paragraphs 4B.1 and 4B.2 do not apply where:

4B.3.1 NHS England and the Contractor have agreed to suspend the requirements for operational reasons; or

4B.3.2 the Contractor does not have access to computer systems and software which would enable it to offer the service described paragraph 4B.3.1.

4B.4 In this paragraph 4B, "Post Event Message" means the electronic message which is sent to a contractor at the end of a telephone call to NHS 111 or via a Connected Service.

4B.5 In order to assist in the management of a serious or potentially serious risk to human health arising as a consequence of a disease being, or in anticipation of a disease being imminently:

4B.5.1 pandemic; and

4B.5.2 a serious risk or potentially a serious risk to human health;

NHS England may with the agreement of the Secretary of State make an announcement to the effect that the minimum numbers of appointments mentioned in paragraph 4B.1 are modified in the circumstances specified (which may limit the area to which the modification relates), and for the duration of the period specified, in the announcement, and where NHS England does so, the minimum numbers are as so modified.

4C **Referral pathways**

4C.1 The Commissioner may notify the Contractor of Referral Pathways that apply to the referral of Patients for other services under the 2006 Act.

4C.2 The Contractor must, where clinically appropriate, comply with any relevant Referral Pathways notified under paragraph 4C.1, prior to referring a Patient for services under the 2006 Act.

4C.3 In this paragraph:

"Advice and Guidance" means arrangements established by the Commissioner to enable contractors to obtain consultant-led clinical advice about the management of a Patient for the purpose of informing clinical decision making in relation to a referral;

"referral pathways" means arrangements, such as Advice and Guidance, determined by the Commissioner as applying to the referral of a Patient for a service under the 2006 Act, including any locally determined arrangements that apply in relation to the Contractor's Practice Area.

4D **Directory of Services**

4D.1 The Contractor must record in the Directory of Services an electronic mail address nominated for the purpose of communicating clinical information relating to the Contractor's Patients with health service providers.

4D.2 The Contractor must monitor the electronic mail address nominated under paragraph 4D.1 at least once per day during Core Hours.

4D.3 In paragraph 4D.1, "Directory of Services" means the national directory of services provided as part of the health service in England, managed by NHS England[43].

5 Application for inclusion in a List of Patients

5.1 Subject to sub-paragraph 5.1.3, the Contractor may, if its List of Patients is open, accept an application for inclusion in its List of Patients made by or on behalf of any person, whether or not resident in its Practice Area or included, at the time of that application, in the List of Patients of another Contractor or Contractor of Primary Medical Services.

5.1.1 The Commissioner may, following consultation with the *Local Medical Committee* (if any) for the area in which the Contractor provides services under the contract, determine that in certain circumstances the Commissioner's approval is required before the Contractor accepts an application for inclusion in its list of Patients in respect of a Patient who resides outside the Contractor's Practice Area.

5.1.2 Where the Commissioner has made a determination in accordance with sub-paragraph 5.1.1 it must set out the

[43] For further information, see: https://digital.nhs.uk/services/directory-of-services-dos

circumstances in which its approval is required in a notice to the Contractor.

5.1.3 Where the Commissioner has made a determination in accordance with sub-paragraph 5.1.1, a Contractor may only accept an application for inclusion in its List of Patients in respect of a person who resides outside the Contractor's Practice Area in the circumstances set out in a notice given under sub-paragraph 5.1.2 with the Commissioner's approval.

5.2 If the Contractor's List of Patients is closed, the Contractor may only accept an application for inclusion in that list from a person who is an immediate family member of a Registered Patient whether or not resident in the Contractor's Practice Area or included, at the time of that application, in the List of Patients of another contractor or provider of Primary Medical Services.

5.3 Subject to paragraph 5.4, the Contractor may only accept an application for inclusion in that list if it is:

5.3.1 an application on a form specified to the Contractor by NHS England; or

5.3.2 an application through the online registration service supplied to the Contractor by NHS England.[44]

5.3A The Contractor must make available both application methods referred to in paragraph 5.3.[45]

5.4 An application may be made:

[44] This clause takes effect from 31 October 2024 (see The National Health Service (Primary Medical Services and Performers Lists) (Amendment) Regulations (S.I. 2024/575)).
[45] This clause takes effect from 31 October 2024 (see The National Health Service (Primary Medical Services and Performers Lists) (Amendment) Regulations (S.I. 2024/575)).

5.4.1 where the patient is a Child, on behalf of the patient by:

5.4.1.1 either Parent, or in the absence of both Parents, the guardian or other adult who has care of the Child;

5.4.1.2 by a person duly authorised by a local authority to whose care the Child has been committed under the Children Act 1989; or

5.4.1.3 by a person duly authorised by a voluntary organisation by which the Child is being accommodated under the provisions of the Children Act 1989;

5.4.2 where the patient is an adult who lacks the capacity to make such an application, or to authorise such an application to be made on their behalf, by:

5.4.2.1 a relative of that person,

5.4.2.2 the primary carer of that person,

5.4.2.3 a donee of a lasting power of attorney granted by that person

5.4.2.4 or a deputy appointed for that person by the court under the provisions of the Mental Capacity Act 2005.

5.4A Where the Contractor receives an application by the method referred to in sub-paragraph 5.3.1, they must submit the information provided in the application via the online registration service referred to in sub-paragraph 5.3.2, except where the Contractor's computerised clinical system does not facilitate interconnectivity with the online registration service supplied by the Commissioner.

5.5 Where the Contractor accepts an application for inclusion in the Contractor's List of Patients, the Contractor must give notice in Writing to the Commissioner of that acceptance as soon as possible.

5.6 The Commissioner must, on receipt of a notice under paragraph 5.4.2.1:

5.6.1 include the applicant in the Contractor's List of Patients from the date on which the notice is received; and

5.6.2 give notice in Writing to the applicant (or, in the case of a Child or an adult who lacks capacity, the person making the application on their behalf) of that acceptance.

5.7 This paragraph 5 is subject to paragraph 16A.

6 Temporary Residents

6.1 The Contractor may if its List of Patients is open accept a person as a Temporary Resident provided the Contractor is satisfied that the person is:

6.1.1 temporarily resident away from the person's normal place of residence and is not being provided with Essential Services (or their equivalent) under any other arrangement in the locality where the person is temporarily residing; or

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

6.2 For the purposes of paragraph 6.1, a person is to be regarded as temporarily resident in a place if, when the person arrives in that place, they intend to stay there for more than twenty four (24) hours but not more than three (3) months.

6.3 Where the Contractor wishes to terminate its responsibility for a person accepted as a Temporary Resident before the end of:

6.3.1 the period of three (3) months; or

6.3.2 such shorter period for which the Contractor agreed to accept that person as a Temporary Resident, the Contractor must give notice of that fact to the person either orally or in Writing and the

Contractor's responsibility for that person shall cease seven (7) days after the date on which such notice is given.

6.4 Where the Contractor's responsibility for a person as a Temporary Resident comes to an end, the Contractor must give notice in Writing to the Commissioner of its acceptance of that person as a Temporary Resident:

6.4.1 at the end of three (3) months beginning with the date on which the Contractor accepted that person as a Temporary Resident; or

6.4.2 if the Contractor's responsibility for that person as a Temporary Resident came to an end earlier than the end of the three month period referred to in paragraph 6.4.1 at the end of that period.

6.5 This paragraph 6 is subject to paragraph 16A.

7 Refusal of applications for inclusion in the List of Patients or for acceptance as a Temporary Resident

7.1 The Contractor may only refuse an application made under paragraphs 5 or 6 if the Contractor has reasonable grounds for doing so which do not relate to the applicant's age, appearance, disability or medical condition, gender or gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sexual orientation or social class.

7.2 The reasonable grounds referred to in paragraph 7.1 may, in the case of an application made under paragraph 5, include the ground that the applicant:

7.2.1 does not live in the Contractor's Practice Area; or

7.2.2 lives in the outer boundary area.

7.3 Where the Contractor refuses an application made under paragraph 5 or 6, the Contractor must give notice in Writing of that refusal and of the reason for it to the applicant (or, in the case of a Child or an adult who lacks capacity, the person making the application on their behalf) before the end of the period of fourteen (14) days beginning with the date of its decision, to refuse.

7.4 The Contractor must:

7.4.1 keep a written record of:

7.4.1.1 refusals of any application made under paragraph 5; and

7.4.1.2 the reasons for that refusal; and

make such records available to the Commissioner on request.

8 Patient preference of practitioner

8.1 Where the Contractor has accepted an application under paragraphs 5, 6, 16A.4, 16A.5, 16A.6, or 16A.7 the Contractor must:

8.1.1 give notice in Writing to the person (or, in the case of a Child or an adult who lacks capacity, the person who made the application on their behalf) of that person'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

8.1.2 record in Writing any such preference expressed by or on behalf of that person.

8.2 The Contractor must endeavour to comply with any reasonable preference expressed under paragraph 8.1 but need not do so if the preferred performer:

8.2.1 has reasonable grounds for refusing to provide Services to the person who expressed the preference; or

8.2.2 does not routinely perform the Service in question within the Contractor's Practice.

9 Removals from the list at the request of the Patient

9.1 The Contractor must give notice in Writing to the Commissioner of a request made by any person who is a Registered Patient to be removed from the Contractor's List of Patients.

9.2 Where the Commissioner:

9.2.1 receives a notice given by the Contractor under paragraph 9.1; or

9.2.2 receives directly a request from a person to be removed from the Contractor's List of Patients,

the Commissioner must remove that person from the Contractor's List of Patients.

9.3 The removal of a person from a Contractor's List of Patients in accordance with paragraph 9.2 takes effect on whichever is the earlier of:

9.3.1 the date on which the Commissioner is given notice of the registration of that person with another provider of Essential Services (or their equivalent); or

9.3.2 fourteen (14) days after the date on which the notice given under paragraph 9.1 or the request made under paragraph 9.2 is received by the Commissioner.

9.4 The Commissioner must, as soon as practicable, give notice in Writing to:

9.4.1 the person who requested the removal; and

9.4.2 the Contractor,

that the person's name is to be or has been removed from the Contractor's List of Patients on the date referred to in paragraph 9.3.

9.5 In paragraphs 9, 10.1.2, 10.9, 11.6. 11.7, 13.1, 14.5 and 16.3 a

reference to a request received from, or advice, information or notice required to be given to, a person includes a request received from or advice, information or notice required to be given to:

9.5.1 in the case of a Child, on behalf of the Patient:

9.5.1.1 either Parent, or in the absence of both Parents, the guardian or other adult who has care of the Child,

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

9.5.1.3 a person duly authorised by a voluntary organisation by whom the Child is being accommodated under the Children Act 1989; or

9.5.2 in the case of an adult Patient who lacks the capacity to make the relevant request or receive the relevant advice, information or notice:

9.5.2.1 a relative of that person,

9.5.2.2 the primary carer of that person,

9.5.2.3 a donee of a lasting power of attorney granted by that person, or

9.5.2.4 a deputy appointed for that person by the court under the provisions of the Mental Capacity Act 2005.

10 Removals from the list at the request of the Contractor

10.1 Subject to paragraph 11, where the Contractor has reasonable grounds for wanting a person to be removed from its List of Patients which do not relate to the person's age, appearance, disability or medical condition, gender or gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sexual orientation or social class, the Contractor must:

10.1.1 give notice to the Commissioner that it wants to have that person removed; and

10.1.2 subject to paragraph 10.2, give notice in Writing to that person of its specific reasons for requesting the removal of that person.

10.2 Where in the reasonable opinion of the Contractor:

10.2.1 the circumstances of the person's removal are such that it is not appropriate for a more specific reason to be given; and

10.2.2 there has been an irrevocable breakdown in the relationship between the person and the Contractor,

the reason given under paragraph 10.1 may consist of a statement that there has been such a breakdown.

10.3 Except in the circumstances specified in paragraph 10.4 a Contractor may only request the removal of a person from its List of Patients under paragraph 10.1, if, before the end of the period of twelve (12) months beginning with the date of the Contractor's request to the Commissioner, the Contractor has:

10.3.1 warned the person of the risk of being removed from that list; and

10.3.2 explained to that person the reasons for this.

10.4 The circumstances specified in this paragraph are that:

10.4.1 Reserved.

10.4.2 the Contractor has reasonable grounds for believing that the giving of such a warning would:

10.4.2.1 be harmful to the person's physical or mental health, or

10.4.2.2 put at risk the safety of any party to the Agreement who is an individual, any member if the Contractor's Staff or any other person; or

10.4.3 the Contractor considers that it is not otherwise reasonable or practical for a warning to be given.

10.5 The Contractor must keep a written record of:

10.5.1 the date of any warning given in accordance with paragraph 10.3 and the reasons for giving such a warning as explained to the person concerned; or

10.5.2 the reason why no such warning was given.

10.6 The Contractor must keep a written record of the removal of any person under this paragraph 9.5.2.1 which must include:

10.6.1 the reason for removal;

10.6.2 the circumstances of the removal; and

10.6.3 in a case where paragraph 10.2 applies, grounds for a more specific reason not being appropriate,

and the Contractor shall make this record available to the Commissioner on request.

10.7 The removal of a person from the Contractor's List of Patients in accordance with paragraph 10.1 must, subject to paragraph 10.8, take effect from whichever is the earlier of:

10.7.1 the date on which the Commissioner is given notice of the registration of that person with another provider of Essential Services (or their equivalent), or

10.7.2 the eighth (8th) day after the Commissioner receives the notice, referred to in paragraph 10.1.1, whichever is the sooner.

10.8 Where, on the date on which the removal of a person would take effect under paragraph 10.7, the Contractor is treating that person at intervals of less than seven (7) days, the Contractor must give notice in in Writing to the Commissioner of that fact and the removal is to take effect on whichever is the earlier of:

10.8.1 the eighth (8th) day after the Commissioner is given notice by the Contractor that the person no longer needs such treatment, or

10.8.2 the date on which the Commissioner is given notice of the registration of the person with another provider of Essential Services (or their equivalent).

10.9 The Commissioner must give notice in Writing to:

10.9.1 the person in respect of whom the removal is requested; and

10.9.2 the Contractor,

that the person's name has been or is to be removed from the Contractor's List of Patients on the date referred to in paragraph 10.7 or 10.8.

11 Removal of violent Patients from the list

11.1 Where a Contractor wants a person to be removed from its List of Patients with immediate effect on the grounds that:

11.1.1 the person has committed an act of violence against any of the persons specified in paragraph 11.2 or has behaved in such a way that any of those persons has feared for their safety; and

11.1.2 the Contractor has reported the incident to the police,

the Contractor must give notice to the Commissioner in accordance with paragraph 11.3.

11.1A Subject to paragraph 11.1B, where the Contractor:

11.1A.1 accepts a person onto its list of patients; and

11.1A.2 subsequently becomes aware that the person has previously been removed from the list of patients of another provider of primary medical services in response to a request for removal under paragraph 11.1:

11.1A.2.1 because the person committed an act of violence against any of the persons specified in paragraph 11.2 (as read with paragraph 11.2A) or behaved in such a way that any of those persons feared for their safety; and

11.1A.2.2 the other provider of primary medical services reported the incident to the police,

the Contractor may give notice to the Commissioner in accordance with paragraph 11.3 that it wants to have the person removed from its list of patients with immediate effect.

11.1B The Contractor must not give notice to the Commissioner paragraph to clause 11.1A, where:

11.1B.1 a person mentioned in paragraph 11.1A was allocated to a Violent Patient Scheme to receive Primary Medical Services under that scheme; and

11.1B.2 the provider of the Scheme discharged that person because they were not considered to pose a risk of violence; or

11.1B.3 that person successfully appealed their allocation to a Violent Patient Scheme.

11.2 The persons specified in this paragraph are:

11.2.1 any party to this Agreement who is an individual;

11.2.2 any member of the Contractor's Staff;

11.2.3 a person engaged by the Contractor to perform or assist in the performance of Services under the Agreement; or

11.2.4 any other person present:

11.2.4.1 on the Contractor's Premises, or

11.2.4.2 in the place where Services were provided to the Patient under this Agreement.

11.2A For the purposes of clause 11.1A, any reference to "the Contractor" in clause 11.2 is to be read as a reference to the other provider of primary medical services referred to in clause 11.1A, and clause 11.2 is to be construed accordingly.

11.2B In sub-paragraph 11.1B, "Violent Patient Scheme" means a scheme set up in accordance with the Primary Medical Services (Directed Enhanced Services) Directions to provide primary medical services to those removed from a Contractor's list of Patients under paragraph 11.1.

11.3 Notification under paragraph 11.1 or 11.1A may be given by any means, but if not in Writing, must subsequently be confirmed in Writing before the end of a period of seven (7) days beginning with the date on which the notice was given.

11.4 The Commissioner must acknowledge in Writing receipt of a request from the Contractor under paragraph 11.1 or 11.1A.

11.5 A removal requested in accordance with paragraph 11.1 or 11.1A takes effect at the time at which the Contractor:

11.5.1 makes a telephone call to the Commissioner; or

11.5.2 sends or delivers the notice to the Commissioner.

11.6 Where, under this paragraph, the Contractor has given notice to the Commissioner that it wants to have a person removed from its List of Patients, the Contractor must inform that person of that fact unless:

11.6.1 it is not reasonably practicable for the Contractor to do so; or

11.6.2 the Contractor has reasonable grounds for believing that to do so would:

11.6.2.1 be harmful to the person's physical or mental health, or

11.6.2.2 put the safety of a person specified in paragraph 11.2 at risk.

11.7 Where a person is removed from the Contractor's List of Patients in accordance with paragraph 11.5, the Commissioner must give that person notice in Writing of that removal.

11.8 The Contractor must record the removal of any person from its List of patients under this paragraph 11 and the circumstances leading to that removal in the medical records of the person removed.

12 Removals from the List of Patients registered elsewhere

12.1 The Commissioner must remove a person from the Contractor's List of Patients if:

12.1.1 that person has subsequently been registered with another provider of Essential Services (or their equivalent) in England; or

12.1.2 the Commissioner has been given notice by a Local Health Board, a Health Board or a Health and Social Services Board that the person has subsequently been registered with a provider of Essential Services (or their equivalent) outside of England.

12.2 A removal in accordance with paragraph 12.1 takes effect:

12.2.1 on the date on which the Commissioner is given notice of the person's registration with the new provider; or

12.2.2 with the consent of the Commissioner, on such other date as has been agreed between the Contractor and the new provider.

12.3 The Commissioner must give notice in Writing to the Contractor of any person removed from its List of Patients under paragraph 12.1.

13 Removals from the List of Patients who have moved

13.1 Subject to paragraph 13.2, where the Commissioner is satisfied, or is notified by the Contractor that a person on the Contractor's List of Patients has moved and no longer resides in that Contractor's Practice Area, the Commissioner must:

13.1.1 inform both the person and the Contractor that the Contractor is no longer obliged to visit and treat that person; and

13.1.2 advise the person in Writing to either obtain the Contractor's agreement to that person's continued inclusion of the Patient in the Contractor's List of Patients or to apply for registration with another provider of Essential Services (or their equivalent); and

13.1.3 inform the person that if, after the end of the period of thirty (30) days beginning with the date on which the advice mentioned in paragraph 13.1.2 was given, that person has not acted in accordance with that advice and informed the Commissioner accordingly, that person will be removed from the Contractor's List of Patients.

13.2 If, at the at the end of the period of thirty (30) days mentioned in paragraph 13.1.3, the Commissioner has not been informed by the person of the action taken, the Commissioner must remove that person from the Contractor's List of Patients and, inform that person and the Contractor of that removal.

Removal from List of Patients whose address is unknown

13.3 Where the address of a person who is on the Contractor's List of Patients is no longer known to the Commissioner, the Commissioner must:

13.3.1 give notice in Writing that it intends, at the end of the period of three (3) months beginning with the date on which notice was given, to remove the person from the Contractor's List of Patients; and

13.3.2 at the end of that period referred to in paragraph 13.3.1, remove the person from the Contractor's List of Patients unless, before the end of that period, the Contractor satisfies the Commissioner that the person is a Patient to whom the Contractor is still responsible for providing Essential Services.

14 Removals from the List of Patients absent from the United Kingdom etc.

14.1 The Commissioner must remove a person from the Contractor's List of Patients where it is given notice to the effect that the person:

14.1.1 intends to be away from the United Kingdom for a period of at least three (3) months;

14.1.2 is in the Armed Forces of the Crown (except in the case of a Patient to whom paragraph 31 applies;

14.1.3 is serving a term of imprisonment of more than two (2) years or more than one term of imprisonment totalling, in the aggregate, more than that two years;

14.1.4 has been absent from the United Kingdom for a period of more than three (3) months; or

14.1.5 has died.

14.2 The removal of a person from the Contractor's List of Patients under paragraph 14.1 takes effect from:

14.2.1 where paragraphs 14.1.1 to 14.1.3 apply:

14.2.1.1 the date of the person's departure, enlistment or imprisonment, or

14.2.1.2 the date on which the Commissioner is given notice of the person's departure, enlistment or imprisonment.

whichever is the later; or

14.2.2 where paragraphs 14.1.4 and 14.1.5 apply, the date on which the Commissioner is given notice of the person's absence or death.

14.3 The Commissioner must give notice in Writing to the Contractor of Patients of the removal of a person from the Contractor's List of Patients under paragraph 14.1.

14.4 The Commissioner must remove a person from the Contractor's List of Patients where the person has been accepted as a Temporary Resident

by another contractor or other provider of Essential Services (or their equivalent) in any case where the Commissioner is satisfied, after due inquiry that:

14.4.1 the person's stay in the place of temporary residence has exceeded three (3) months; and

14.4.2 the person has not returned to their normal place of residence or any other place within the Contractor's Practice Area.

14.5 The Commissioner must give notice in Writing of any removal of a person from the Contractor's List of Patients under paragraph 14.4:

14.5.1 to the Contractor; and

14.5.2 where practicable, to that person.

14.6 A notice given to a person under paragraph 14.5.2 must inform the person to whom it is given of:

14.6.1 that person's entitlement to make arrangements for the provision to that person of Essential Services (or their equivalent), including by the Contractor by which that person has been treated as a Temporary Resident; and

14.6.2 the name, postal and electronic mail address and telephone number of the Commissioner.

15 Removals from a list of pupils etc. of a school

15.1 Where the Contractor provides Essential Services under this Agreement to persons on the grounds that they are pupils at, or staff or residents of, a school, the Commissioner must remove any such person from the Contractor's List of Patients any such persons who do not appear on the

particulars provided by that school of persons who are pupils at, or staff or residents of, that school.

15.2 Where the Commissioner has requested a school to provide the particulars referred to in clause 15.1 and has not received those particulars, the Commissioner must consult the Contractor as to whether it should remove from the Contractor's List of Patients any persons appearing in that list as pupils at, or staff or residents of, that school.

15.3 The Commissioner must give notice in Writing to the Contractor of the removal of any person from the Contractor's List of Patients under paragraph 15.1.

16 Termination of responsibility for Patients not registered with the Contractor

16.1 Where the Contractor has:

16.1.1 received an application for the provision of medical services, other than Essential Services:

16.1.1.1 from a person who is not included in the Contractor's List of Patients,

16.1.1.2 from a person that the Contractor has not accepted as a Temporary Resident, or

16.1.1.3 made on behalf of a person referred to in paragraphs 16.1.1.1 and 16.1.1.2, by a person specified in paragraph 5.4; and

16.1.2 accepted the person making the application or on whose behalf the application is made as a Patient for the provision of the service in question,

the Contractor's responsibility for that person terminates in the circumstances described in paragraph 16.2.

16.2 The circumstances described in paragraph 16.1 are that:

16.2.1 the Contractor is informed that the person no longer wishes the Contractor to be responsible for the provision of the service in question;

16.2.2 in a case where the Contractor has reasonable grounds for terminating its responsibility to provide the service to the person which do not relate to the person's age, appearance, disability or medical condition, gender or gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sexual orientation or social class, , the Contractor informs the person that it no longer wants to be responsible for providing that person with the service in question; or

16.2.3 it comes to the Contractor's attention that the person:

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

16.2.3.2 is no longer included in the List of Patients of another contractor to whose Registered Patients the Contractor has agreed to provide that service.

16.3 Where the Contractor wants to terminate its responsibility for a person under paragraph 16.2.2, the Contractor must give notice to the person and the reason for it.

16.4 The Contractor must keep a written record of any terminations under paragraphs 16.1 to 16.5 and of the reasons for those terminations and must make this record available to the Commissioner on request.

16.5 A termination under paragraph 16.2.2 takes effect:

16.5.1 where the grounds for termination are those specified in paragraph 11.1, from the date on which the notice is given; or

16.5.2 in any other cases, fourteen (14) days after the date on which the notice is given.

16A **List of patients: Crown Servants posted overseas and their family members**

16A.1 **Meaning of "Qualifying Person"**

16A.1.1 A person ("P") is a Qualifying Person for the purposes of paragraph 16A if:

16A.1.1.1 P is returning, or has returned, to the United Kingdom; and

16A.1.1.2 paragraph 16A.1.2, 16A.1.3, 16A.1.4 or 16A.1.5 applies to P.

16A.1.2 This paragraph applies to P if:

16A.1.2.1 P is a Civil Servant who is, or, immediately before their return to the United Kingdom, was, posted overseas; or

16A.1.2.2 where P is returning, or has returned, to the United Kingdom for more than three months, P:

16A.1.2.2.1 was a Civil Servant who was posted overseas; and

16A.1.2.2.2 is returning, or has returned, to the United Kingdom (other than temporarily) for the first time since ceasing to be a Civil Servant.

16A.1.3 This paragraph applies to P if P:

16A.1.3.1 is a relevant family member of a person to whom paragraph 16A.1.2 applies ("R"); and

16A.1.3.2 is, or, immediately before their return to the United Kingdom, was, accompanying R on the posting mentioned in that paragraph 16A.1.2.

16A.1.4 This paragraph applies to P if P:

16A.1.4.1 is a relevant family member of a Civil Servant ("C") who:

16A.1.4.1.1 is posted overseas; or

16A.1.4.1.2 where C is deceased, was at the time of their death posted overseas; and

16A.1.4.2 is, or, immediately before their return to the United Kingdom, was, accompanying C on the posting mentioned in sub-paragraph 16A.1.4.1.1.

16A.1.5 This paragraph applies to P if:

16A.1.5.1 P is a relevant family member of a person ("M") who;

16A.1.5.1.1 is a member of the armed forces of the Crown who is, or, immediately before their return to the United Kingdom, was, posted overseas;

16A.1.5.1.2 where M is returning, or has returned, to the United Kingdom for more than three months:

16A.1.5.1.2.1 was a member of the armed forces of the Crown who was posted overseas; and

16A.1.5.1.2.2 is returning, or has returned, to the United Kingdom (other than temporarily) for the first time

since ceasing to be a member of those forces; or

16A.1.5.1.3 where M is deceased, was at the time of their death a member of the armed forces of the Crown posted overseas; and

16A.1.5.2 P is, or, immediately before their return to the United Kingdom, was, accompanying M on the posting mentioned in sub-paragraph 16A.1.5.1.2.1.

16A.1.6 In this paragraph 16A.1:

"Civil Servant" means a person employed in the civil service of the State;

"Crown Servant" means:

(a) a Civil Servant; or

(b) a member of the armed forces of the Crown.

16A.1.7 For the purposes of this paragraph 16A.1 "Relevant Family Member", in relation to a Crown Servant (including a Crown Servant who is deceased) ("C"), means:

16A.1.7.1 C's spouse or civil partner;

16A.1.7.2 a person whose relationship with C has the characteristics of a relationship between spouses or civil partners;

16A.1.7.3 C's former spouse or former civil partner;

16A.1.7.4 a person whose relationship with C had the characteristics of a relationship between spouses or civil partners but which has ended (for any reason);

16A.1.7.5 C's widow, widower or surviving civil partner; or

16A.1.7.6 a Dependent Child.

16A.1.8 For the purposes of sub- paragraph 16A.1.7.6, a person is a "Dependent Child" of a Crown Servant if they are a Child of the Crown Servant and:

16A.1.8.1 they:

16A.1.8.1.1 have not, or, when they departed the United Kingdom, had not, attained the Relevant Age; and

16A.1.8.1.2 are, or, where the Crown Servant is deceased, were, wholly or mainly financially dependent on the Crown Servant whilst accompanying the Crown Servant on their overseas posting; or

16A.1.8.2 they are, or, where the Crown Servant is deceased, were, wholly or mainly financially dependent on the Crown Servant because of a disability (within the meaning of section 6 of the Equality Act 2010).

16A.1.9 For the purposes of sub-paragraph 16A.1.8.1.1 "Relevant Age":

16A.1.9.1 in relation to a Child of a Civil Servant, means the age of 21;

16A.1.9.2 in relation to a Child of a member of the armed forces of the Crown, means the age of 25.

16A.2 **Qualifying Persons to be treated as previous patients of contractors**

16A.2.1 For the purposes of paragraph 16A, a Qualifying Person ("P") is required to be treated as a previous Patient of the Contractor if:

16A.2.1.1 where paragraph 16A.1.2 applies to P, P was removed from the Contractor's, or a Predecessor Contractor's, list of Patients under paragraph 14.1.1 or 14.1.4 following the posting mentioned in paragraph 16A.1.2 or a previous overseas posting;

16A.2.1.2 where paragraph 16A.1.3 applies to P, R (within the meaning of that paragraph) was removed from the Contractor's, or a Predecessor Contractor's, list of Patients under paragraph 14.1.1 or 14.1.4 following the posting mentioned in paragraph 16A.1.2 or a previous overseas posting;

16A.2.1.3 where paragraph 16A.1.4 applies to P, C (within the meaning of that paragraph) was removed from the Contractor's, or a Predecessor Contractor's list of Patients under paragraph 14.1.1 or 14.1.4 following the posting mentioned in paragraph 16A.1.4 or a previous overseas posting;

16A.2.1.4 where paragraph 16A.1.5 applies to P, P was removed from the Contractor's, or a Predecessor Contractor's, list of Patients under paragraph 14.1.1 or 14.1.4 following P accompanying M (within the meaning of paragraph 16A.1.5) on the posting mentioned in paragraph 16A.1.5 or on a previous overseas posting.

16A.2.2 For the purposes of this paragraph, a Contractor ("A") is a Predecessor Contractor in relation to another Contractor ("B") if B assumes any of the obligations of A to provide services which were originally provided by A under A's contract.

16A.3 **General interpretation of paragraph 16A**

16A.3.1 In paragraph 16A:

"Child" means:

(a) a natural child;

(b) an adopted child; or

(c) a step-child;

"Planned Return Date" means the date on which a person intends to return to the United Kingdom;

"Qualifying Person" has the meaning given in paragraph 16A.1;

"Relevant Family Member" has the meaning given in paragraph 16A.1.

16A.3.2 For the purposes of paragraph 16A, a Crown Servant is posted overseas if:

16A.3.2.1 they are performing overseas (but not in Northern Ireland) the duties of a Civil Servant or member of the armed forces of the Crown (as the case may be); and

16A.3.2.2 they were, immediately before their posting or the first of consecutive postings, ordinarily resident in the United Kingdom.

16A.3.3 For the purposes of paragraph 16A, a relevant family member of a Crown Servant who has not resided in the United Kingdom and is coming, or has come, to the United Kingdom for the first time is to be treated as if they:

16A.3.3.1 are returning, or have returned, to the United Kingdom; and

16A.3.3.2 departed the United Kingdom on the day on which they became a relevant family member of the Crown Servant.

16A.3.4 For the purposes of paragraph 16A, a person is to be regarded as temporarily resident in a place if, when that person arrives in that place, they intend to stay for more than 24 hours but not for more than three months.

16A.4 **Crown Servants and family members returning to the United Kingdom for more than three months: inclusion in list of original or successor practice**

16A.4.1 Subject to paragraph 16A.4.4, the Contractor must include a Qualifying Person ("P") in the Contractor's list of patients if:

16A.4.1.1 P is not registered as a Patient with a provider of Primary Medical Services;

16A.4.1.2 P is required to be treated as a previous Patient of the Contractor;

16A.4.1.3 P is returning, or has returned, to the United Kingdom for a period of more than three months; and

16A.4.1.4 either:

16A.4.1.4.1 P makes an application for inclusion in the Contractor's list of Patients (a "List Application"); or

16A.4.1.4.2 where P is a person to whom paragraph 16A.4.2 applies, a List Application is made on their behalf by an Appropriate Person.

16A.4.2 This paragraph applies to a person if they:

16A.4.2.1 have not attained the age of 16 years; or

16A.4.2.2 lack the capacity to make a List Application or to authorise a person to make such an application on their behalf.

16A.4.3 For the purposes of paragraph 16A.4.1 it does not matter whether the Contractor's list of Patients is open or closed.

16A.4.4 A List Application:

16A.4.4.1 may be made on or after the date which is one month before the Planned Return Date; but

16A.4.4.2 must be made before the end of the period of three months beginning with the day on which the person returns to the United Kingdom.

16A.4.5 Paragraph 14.1.1 or 14.1.4 does not apply in respect of a Qualifying Person who is included in the Contractor's list of Patients by virtue of paragraph 16A.4.1 before their return to the United Kingdom.

16A.4.6 Where the Contractor accepts a List Application, the Contractor:

16A.4.6.1 must give notice in Writing to the Commissioner of that acceptance (including the Planned Return Date, where the application is made and accepted before that date) as soon as possible; but

16A.4.6.2 is not required to provide Primary Medical Services to the Qualifying Person before they return to the United Kingdom.

16A.4.7 The Commissioner must, on receipt of a notice given under sub-paragraph 16A.4.6.1:

16A.4.7.1 include the Qualifying Person in the Contractor's list of Patients from The Relevant Date; and

16A.4.7.2 give notice in Writing to the Qualifying Person or the Appropriate Person (as the case may be) of the acceptance.

16A.4.8 For the purposes of paragraph 16A.4.7.1 "The Relevant Date" is:

16A.4.8.1 where the relevant List Application is made after a person's return to the United Kingdom, the date on which the Commissioner receives the notice given under sub-paragraph 16A.4.7.1;

16A.4.8.2 where the relevant List Application is made before a person's return to the United Kingdom, the later of:

16A.4.8.2.1 the planned return date; and

16A.4.8.2.2 the date on which the Commissioner receives the notice given under sub-paragraph 16A.4.7.1.

16A.4.9 This paragraph 16A.4 is subject to paragraph 16A.8.

16A.5 **Persons returning to the United Kingdom for three months or less: temporary registration with original or successor practice**

16A.5.1 The Contractor must accept a Qualifying Person to whom paragraph 16A.5.2 applies ("P") as a temporary resident provided that the Contractor is satisfied that:

16A.5.1.1 if P is in the United Kingdom, P is not being provided with Essential Services (or their equivalent) under any other

arrangement in the locality where P is temporarily residing; or

16A.5.1.2 if P is not yet in the United Kingdom, when P arrives in the United Kingdom, P will not be provided with Essential Services (or their equivalent) under any other arrangement in the locality where P will be temporarily residing.

16A.5.2 This paragraph applies to a Qualifying Person if:

16A.5.2.1 they are returning, or have returned, to the United Kingdom for a period of more than 24 hours but not more than three months;

16A.5.2.2 they are required to be treated as a previous Patient of the Contractor; and

16A.5.2.3 either:

16A.5.2.3.1 they make an application to be accepted as a Temporary Resident by the Contractor (a "Temporary Resident Application"); or

16A.5.2.3.2 where they are a person to whom paragraph 16A.5.3 applies, a Temporary Resident Application is made on their behalf by an Appropriate Person.

16A.5.3 This paragraph applies to a person if they:

16A.5.3.1 have not attained the age of 16 years; or

16A.5.3.2 lack the capacity to make a Temporary Resident Application or to authorise a person to make such an application on their behalf.

16A.5.4 For the purposes of paragraph 16A.5.1 it does not matter whether the Contractor's list of Patients is open or closed.

16A.5.5 A Temporary Resident Application may be made on or after the date which falls one month before the planned return date.

16A.5.6 Where the Contractor accepts a Temporary Resident Application, the Contractor's responsibility for the relevant Qualifying Person does not begin until the Relevant Date.

16A.5.7 Where the Contractor wants to terminate its responsibility for a Qualifying Person accepted by it as a temporary resident under this paragraph before the end of the Temporary Residence Period:

16A.5.7.1 the Contractor must give notice, either orally or in Writing, of that fact to the Qualifying Person or an Appropriate Person (as the case may be); and

16A.5.7.2 the Contractor's responsibility for the Qualifying Person is to cease seven days after the date on which the notice mentioned in sub-paragraph 16A.5.7.1 is given.

16A.5.8 The Contractor must give notice in Writing to the Commissioner of its acceptance of a Qualifying Person as a Temporary Resident:

16A.5.8.1 at the end of the period of three months beginning with the Relevant Date; or

16A.5.8.2 if the Contractor's period of responsibility for that person as a Temporary Resident came to an end earlier than the end of the three month period referred to in paragraph 16A.5.8.1, at the end of that period.

16A.5.9 In this paragraph 16A.5:

"Relevant Date" means the later of:

(a) the date on which the Contractor accepts the Qualifying Person as a Temporary Resident; and

(b) the date on which the Qualifying Person returns to the United Kingdom;

"the Temporary Residence Period", in relation to a Qualifying Person, means:

(a) the period of three months beginning with the Relevant Date; or

(b) such shorter period for which the Contractor agreed to accept that person as a temporary resident.

16A.5.10 Reserved.

16A.5.11 This paragraph 16A.5 is subject to paragraph 16A.8.

16A.6 **Crown Servants and family members returning to the United Kingdom for more than three months: inclusion in list of patients of a new practice**

16A.6.1 The Contractor must, if the Contractor's list of Patients is open, include a Qualifying Person ("P") in the Contractor's list of Patients if:

16A.6.1.1 P is not registered as a Patient with a provider of Primary Medical Services;

16A.6.1.2 P is returning, or has returned, to the United Kingdom for a period of more than three months;

16A.6.1.3 P is not required to be treated as a previous Patient of the Contractor; and

16A.6.1.4 either:

16A.6.1.4.1 P makes an application for inclusion in that list (a "List Application"); or

16A.6.1.4.2 where P is a person to whom paragraph 16A.6.2 applies, a List Application is made on their behalf by an Appropriate Person.

16A.6.2 This paragraph applies to a person if they:

16A.6.2.1 have not attained the age of 16 years; or

16A.6.2.2 lack the capacity to make a list application or to authorise a person to make such an application on their behalf.

16A.6.3 A List Application may be made during the period commencing one month prior to the planned return date and ending 24 hours prior to that date.

16A.6.4 Where the Contractor's list of Patients is closed, the Contractor may, by virtue of this paragraph, accept a List Application if the applicant is an immediate family member of a registered Patient.

16A.6.5 Paragraph 14.1.1 or 14.1.4 does not apply in respect of a Qualifying Person who is included in the Contractor's list of Patients by virtue of paragraph 16A.6.1 before their return to the United Kingdom.

16A.6.6 Where the Contractor accepts a List Application, the Contractor:

16A.6.6.1 must give notice in Writing to the Commissioner of that acceptance (including the Planned Return Date) as soon as possible; but

16A.6.6.2 is not required to provide Primary Medical Services to the Qualifying Person before they return to the United Kingdom.

16A.6.7 The Commissioner must, on receipt of a notice given under sub-paragraph 16A.6.6.1:

16A.6.7.1 include the Qualifying Person in the Contractor's list of Patients from the Relevant Date; and

16A.6.7.2 give notice in Writing to the Qualifying Person or the Appropriate Person (as the case may be) of the acceptance.

16A.6.8 For the purposes of sub-paragraph 16A.6.7.1 "The Relevant Date" is the later of:

16A.6.8.1 the date on which the Commissioner receives the notice given under sub-paragraph 16A.6.6.1; and

16A.6.8.2 the Planned Return Date.

16A.6.9 This paragraph is subject to paragraph 16A.8.

16A.7 **Crown Servants and family members returning to the United Kingdom for three months or less: temporary registration with new practice**

16A.7.1 The Contractor must, if the Contractor's list of Patients is open, accept a Qualifying Person to whom paragraph 16A.7.2 applies ("P") as a temporary resident provided that the Contractor is satisfied that:

16A.7.1.1 if P is in the United Kingdom, P is not being provided with Essential Services (or their equivalent) under any other arrangement in the locality where P is temporarily residing; or

16A.7.1.2 if P is not yet in the United Kingdom, when P arrives in the United Kingdom, P will not be provided with Essential Services (or their equivalent) under any other arrangement in the locality where P will be temporarily residing.

16A.7.2 This paragraph applies to a Qualifying Person if:

16A.7.2.1 they are returning, or have returned, to the United Kingdom for a period of at least 24 hours but not more than three months;

16A.7.2.2 they are not required to be treated as a previous Patient of the Contractor; and

16A.7.2.3 either:

16A.7.2.3.1 they make an application to be accepted as a Temporary Resident by the Contractor (a "Temporary Resident Application"); or

16A.7.2.3.2 where they are a person to whom paragraph 16A.7.3 applies, a temporary resident application is made on their behalf by an appropriate person.

16A.7.3 This paragraph applies to a person if they:

16A.7.3.1 have not attained the age of 16 years; or

16A.7.3.2 lack the capacity to make a Temporary Resident Application or to authorise a person to make such an application on their behalf.

16A.7.4 A Temporary Resident Application may be made on or after the date which falls one month before the Planned Return Date.

16A.7.5 Where the Contractor accepts a Temporary Resident Application, the Contractor's responsibility for the relevant Qualifying Person does not begin until the Relevant Date.

16A.7.6 Where the Contractor wants to terminate its responsibility for a Qualifying Person accepted by it as a Temporary Resident under this paragraph before the end of the Temporary Residence Period:

16A.7.6.1 the Contractor must give notice, either orally or in Writing, of that fact to the Qualifying Person or an Appropriate Person (as the case may be); and

16A.7.6.2 the Contractor's responsibility for the Qualifying Person is to cease seven days after the date on which the notice mentioned in sub-paragraph 16A.7.6.1 is given.

16A.7.7 The Contractor must give notice in Writing to the Commissioner of its acceptance of the Qualifying Person as a Temporary Resident:

16A.7.7.1 at the end of the period of three months beginning with the Relevant Date; or

16A.7.7.2 if the Contractor's period of responsibility for that person as a Temporary Resident came to an end earlier than the end of the three month period referred to in sub-paragraph 16A.7.7.1, at the end of that period.

16A.7.8 In this paragraph:

”Relevant Date” means the later of:

(a) the date on which the Contractor accepts the Qualifying Person as a Temporary Resident; and

(b) the date on which the Qualifying Person returns to the United Kingdom;

“the Temporary Residence Period”, in relation to a Qualifying Person, means:

(a) the period of three months beginning with the Relevant Date; or

(b) such shorter period for which the Contractor agreed to accept that person as a temporary resident.

16A.7.9 Reserved.

16A.7.10 This paragraph 16A.7 is subject to paragraph 16A.8.

16A.8 **Refusal of an application under paragraphs 16A.4 to 16A.7**

16A.8.1 The Contractor may refuse a List Application, or a Temporary Residence Application, if (and only if) the Contractor has reasonable grounds for doing so which do not relate to the Qualifying Person’s age, appearance, disability or medical condition, gender or gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sexual orientation or social class.

16A.8.2 The reasonable grounds referred to in paragraph 16A.8.1 may, in the case of a List Application, include the ground that the Qualifying Person

will not, on or after the Planned Return Date, live in, or does not intend to live in, either of the following areas:

16A.8.2.1 the Contractor's Practice Area; or

16A.8.2.2 the outer boundary area (the area referred to in paragraph 2.2).

16A.8.3 Where the Contractor refuses a List Application, or Temporary Resident Application, the Contractor must give a Refusal Notice to the Relevant Person before the end of the period of 14 days beginning with the date of the decision to refuse the application.

16A.8.4 For the purposes of paragraph 16A.8.3, the "Relevant Person" is:

16A.8.4.1 the applicant; or

16A.8.4.2 where the application was made on behalf of a person who has not attained the age of 16 years or a person who lacks capacity, the person who made the application on their behalf.

16A.8.5 The Contractor must:

16A.8.5.1 keep a written record of:

16A.8.5.1.1 the refusal of any List Application; and

16A.8.5.1.2 its reasons for that refusal; and

16A.8.5.2 make such records available to the Commissioner on request.

16A.8.6 In this paragraph 16A.8:

"List Application" means an application under paragraph 16A.4 or 16A.6;

"Refusal Notice" means a notice which:

(a) is in Writing; and

(b) includes the reasons for the decision to refuse the relevant application; and

"Temporary Residence Application" means an application under paragraph 16A.5 or 16A.7.

17 Application for Closure of Lists of Patients

17.1 Where the Contractor wants to close its List of Patients, the Contractor must send a written application ("the Application") to the Commissioner.

17.2 The Application must include the following details:

17.2.1 the options which the Contractor has considered, rejected or implemented in an attempt to alleviate the difficulties which the Contractor has encountered in respect of its open list and, if any of the options were implemented, the level of success in reducing or extinguishing such difficulties;

17.2.2 details of any discussions between the Contractor and its Patients and a summary of those discussions including whether in the opinion of those Patients the List of Patients should be closed;

17.2.3 details of any discussions between the Contractor and other contractors in the Contractor's Practice Area and a summary of the opinion of the other contractors as to whether the List of Patients should be closed;

17.2.4 the period of time, being a period of not less than three (3) months and not more than twelve (12) months, during which the Contractor wans its List of Patients to be closed;

17.2.5 details of any reasonable support from the Commissioner which the Contractor considers would enable its List of Patients to remain open or would enable the period of proposed closure to be minimised;

17.2.6 any plans which the Contractor may have to alleviate the difficulties mentioned in that Application during the period of the proposed closure in order for that list to re-open at the end of that period without the existence of those difficulties; and

17.2.7 any other information which the Contractor considers ought to be drawn to attention of the Commissioner.

17.3 The Commissioner must acknowledge receipt of the Application before the end of the period of seven (7) days beginning with the date on which the Application was received by the Commissioner.

17.4 The Commissioner must consider the Application and may request such other information from the Contractor as the Commissioner requires to enable it to decide the Application.

17.5 The Commissioner must enter into discussions with the Contractor concerning:

17.5.1 the support which the Commissioner may give to the Contractor; or

17.5.2 any changes which the Commissioner or Contractor may make,

which would enable the Contractor to keep its List of Patients open.

17.6 The Commissioner and Contractor must, throughout the period of the discussions referred to in paragraph 17.5, use reasonable endeavours to achieve the aim of keeping the Contractor's List of Patients open.

17.7 The Commissioner or the Contractor may, at any stage during the discussions, invite the Local Medical Committee (if any) for the area in which the Contractor provides Services under this agreement to attend any meetings arranged between the Commissioner and Contractor to discuss the Application.

17.8 The Commissioner may consult such persons as it appears to the Commissioner may be affected by the closure of the Contractor's List of Patients, and if it does so, the Commissioner must provide to the Contractor a summary of the views expressed by those persons consulted in respect of the Application.

17.9 The Commissioner must enable the Contractor to consider and comment on all the information before the Commissioner makes a decision in respect of the Application.

17.10 The Contractor may withdraw the Application at any time before the Commissioner makes a decision in respect of that Application.

17.10.1 The Commissioner must, before the end of the period of twenty one (21) days beginning with the date on which the Application was received by the Commissioner (or within such longer period as the parties may agree), make a decision to approve the Application and determine the date from which the closure of the Contractor's List is to take effect and the date on which the List of Patients is to re-open; or

17.10.2 reject the Application.

17.11 The Commissioner must give notice in Writing to the Contractor of its decision to:

17.11.1 approve the Application in accordance with paragraph 18, or

17.11.2 reject the Application in accordance with paragraph 19.

17.12 A Contractor may not submit more than one application to close its List of Patients in any period of twelve (12) months beginning with the date on which the Commissioner makes its decision on the Application unless:

17.12.1 paragraph 19 applies; or

17.12.2 there has been a change in circumstances of the Contractor which affects its ability to deliver Services under this Agreement.

18 Approval of an application to close a List of Patients

18.1 Where the Commissioner approves the application to close the Contractor's List of Patients, the Commissioner must:

18.1.1 give notice in Writing to the Contractor of its decision as soon as possible and the notice ("the closure notice") must include the details specified in paragraph 18.2; and

18.1.2 at the same time as the Commissioner gives notice to the Contractor, send a copy of the closure notice to:

18.1.2.1 the Local Medical Committee (if any) for the area in which the Contractor provides Services under this Agreement, and

18.1.2.2 any person who the Commissioner consulted in accordance with paragraph 17.8.

18.2 The closure notice must include:

18.2.1 the period of time for which the Contractor's List of Patients is to be closed which must be:

18.2.1.1 the period specified in the Application; or

18.2.1.2 where the Commissioner and Contractor have agreed in Writing to a different period, that different period,

and in either case, the period must be not less than three (3) months and not more than twelve (12) months;

18.2.2 the date on which the closure of the Contractor's List of Patients is to take effect (the "closure date"); and

18.2.3 the date on which the List of Patients is to re-open.

18.3 Subject to paragraph 21, a Contractor must close its List of Patients with effect from the closure date and the List of Patients must remain closed for the duration of the closure period as specified in the closure notice.

19 Rejection of an application to close a List of Patients

19.1 Where the Commissioner rejects an application to close a Contractor's List of Patients the Commissioner must:

19.1.1 give notice in Writing to the Contractor of its decision as soon as possible and the notice must include the Commissioner's reasons for the rejecting the application; and

19.1.2 at the same time as the Commissioner gives notice to the Contractor, send a copy of the notice to:

19.1.2.1 the Local Medical Committee (if any) for the area in which the Contractor provides services under this Agreement (if any) and

19.1.2.2 any person who the Commissioner consulted in accordance with paragraph 17.8.

19.2 Subject to paragraph 19.3, if the Commissioner decides to reject an application from the Contractor to close its List of Patients, the Contractor

may not make a further application to close its List of Patients until whichever is the later of:

19.2.1 the end of the period of three (3) months, beginning with the date on which the Commissioner's decision to reject the application was made; or

19.2.2 in a case where a dispute arising from the Commissioner's decision to reject the application has been referred to the NHS Dispute Resolution Procedure, the end of the period of three (3) months, beginning with the date on which a final determination to reject the application was made in accordance with that procedure (or any court proceedings)

19.3 A Contractor may make a further application to close its List of Patients where there has been a change in the circumstances of the Contractor which affects the Contractor's ability to deliver services under this Agreement.

20 Application for an extension of a closure period

20.1 A Contractor may apply to extend the closure period by sending a written application (the "application") to that effect to the Commissioner no later than eight (8) weeks before the date on which the closure period is due to expire.

20.2 The application must include the following information:

20.2.1 details of the options which the Contractor has considered, rejected or implemented in an attempt to alleviate the difficulties which have been encountered during the closure period or which may be encountered when the closure period expires;

20.2.2 the period of time during which the Contractor wants its List of Patients to remain closed, (which may not be longer than twelve (12) months);

20.2.3 details of any reasonable support from the Commissioner which the Contractor considers would enable its List of Patients to re-open or would enable the proposed extension of the closure period to be minimised;

20.2.4 details of any plans the Contractor may have to alleviate the difficulties mentioned in the application to extend the closure period in order for the List of Patients to re-open at the end of the proposed extension of the closure period without the existence of those difficulties; and

20.2.5 any other information which the Contractor considers ought to be drawn to the attention of the Commissioner.

20.3 The Commissioner must acknowledge receipt of the application before the end of the period of seven (7) days beginning with the date on which the application was received by the Commissioner.

20.4 The Commissioner must consider the application and may request such other information from the Contractor as it requires in order to enable it to consider the application.

20.5 The Commissioner may enter into discussions with the Contractor concerning:

20.5.1 the support which the Commissioner may give to the Contractor; or

20.5.2 any changes which the Commissioner or Contractor may make,

which would enable the Contractor to re-open its List of Patients.

20.6 The Commissioner must determine the application before the end of the period of fourteen (14) days beginning with the date on which the Commissioner received the application (or before the end of such longer period as the parties may agree).

20.7 The Commissioner must give notice in Writing to the Contractor of its decision to approve or reject the application to extend the closure period as soon as possible after making that decision.

20.8 Where the Commissioner approves the application, the Commissioner must:

20.8.1 give notice in Writing to the Contractor of its decision ("the extended closure notice") which must include the details specified to in paragraph 20.9; and

20.8.2 at the same time as it gives notice in Writing to the Contractor, send a copy of the extended closure notice to:

20.8.2.1 the Local Medical Committee (if any) for the area in which the Contractor provides Services under this Agreement, and

20.8.2.2 any person who the Commissioner consulted in accordance with paragraph 17.8.

20.9 The extended closure notice must include:

20.9.1 the period of time for which the Contractor's List of Patients is to remain closed which must be:

20.9.1.1 the period specified in the application, or

20.9.1.2 where the Commissioner and Contractor have agreed in Writing a different period to the period specified in the application, that agreed period,

and, in either case, the period ("the extended closure period"), must not be less than three (3) months and not more than twelve (12) months beginning with the date on which the extended closure period is to take effect;

20.9.2 the date on which the extended closure period is to take effect; and

20.9.3 the date on which the Contractor's List of Patients is to re-open.

20.10 Where the Commissioner rejects an application, the Commissioner must:

20.10.1 give notice in Writing to the Contractor of its decision which must include its reasons for the rejecting of the application; and

20.10.2 at the same time as it gives notice to the Contractor, send a copy of the notice to the Local Medical Committee (if any) for the area in which the Contractor provides Services under this Agreement.

20.11 Where an application is made in accordance with paragraphs 20.1 and 20.2, the Contractor's List of Patients is to remain closed pending whichever is the later of:

20.11.1 the determination by the Commissioner of that application;

or

20.11.2 in a case where a dispute arising from the Commissioner's decision to reject the application has been referred to the NHS Dispute Resolution Procedure, the Contractor ceasing to pursue that dispute through that procedure (or any court proceedings) in a case where a dispute arises.

21 Re-opening of List of Patients

21.1 The Contractor may re-open its List of Patients before the expiry of the closure period if the Commissioner and the Contractor agree that the Contractor should re-open its List of Patients.

21A Assignment of Patients to lists: general

21A.1 Paragraphs 21A to 27 apply in respect of the assignment by the Commissioner of:

21A.1.1 a person as a new Patient to the Contractor's List of Patients where that person:

21A.1.1.1 has been refused inclusion in a contractor's list of patients or has not been accepted as a temporary resident by a contractor, and

21A.1.1.2 would like to be included in the list of the Contractor in whose Integrated Care Board area that person resides;

21A.1.2 any person who is part of a List Dispersal resulting from the closure of a practice where that person:

21A.1.2.1 has not registered with another contractor; and

21A.1.2.2 would like to be included in the list of patients of the Contractor in whose Integrated Care Board area that person resides; or

21A.1.3 any person who is part of a List Dispersal resulting from the closure of a practice where that person has not

registered with another contractor and the Commissioner has been unable to contact that person.

21A.2 In this paragraph 21A, ”List Dispersal” means the allocation of Patients from a contractor’s list of patients by the Commissioner following termination of the contract or during the period set out in the notice of termination or agreement to terminate.

22 Assignment of Patients to lists: open lists

22.1 Subject to paragraph 24, the Commissioner may assign a new Patient to the Contractor whose List of Patients is open.

23 Assignment of Patients to lists: closed lists

23.1 The Commissioner may not assign a new Patient to the Contractor where it has closed its List of Patients except in the circumstances specified in paragraph 23.2.

23.2 The Commissioner may, subject to paragraph 24, assign a new Patient to the Contractor when it has closed its List of Patients if the Contractor’s Premises are within the Commissioner’s area, and:

23.2.1 the assessment panel has determined under paragraph 25.7 that Patients may be assigned to the Contractor, and that determination has not been overturned either by a determination of the Secretary of State under paragraph 26.13 or (where applicable) by a court; and

23.2.2 the Commissioner has entered into discussions with the Contractor regarding the assignment of a Patient if such discussions are required under paragraph 27.

24 Factors relevant to assignments

24.1 When assigning a person as a new patient to the Contractor's List of Patients under paragraphs 22 or 23, the Commissioner must have regard to:

24.1.1 the preferences and circumstances of the person;

24.1.2 the distance between the person's place of residence and the Contractor's Practice Premises;

24.1.3 any request made by any Contractor to remove the person from its List of Patients within the preceding period of 6 months beginning with the date on which the application for assignment is received by the Commissioner;

24.1.4 whether, during the preceding period of six (6) months beginning with the date on which the application for assignment is received by the Commissioner, the person has been removed from a List of Patients on the grounds referred to in:

24.1.4.1 paragraph 9.5.2.1 (removals from the list at the request of the Contractor);

24.1.4.2 paragraph 11 (removals from the List of Patients who are violent); or

24.1.4.3 the equivalent provisions to those paragraphs in relation to arrangements made under section 83(2) of the 2006 Act (which relates to the provision of primary medical services) or under a contract made in accordance with the General Medical Services Contracts Regulations;

24.1.5 in a case to which paragraph 24.1.4.2 applies (or to which the equivalent provisions as mentioned in paragraph 24.1.4.3 apply), whether the Contractor has appropriate facilities to deal with such Patients; and

24.1.6 such other matters as the Commissioner considers relevant.

24A Assignment of patients from outside practice area

24A.1 Where the Commissioner has assigned a person to the Contractor's List of Patients in accordance with paragraphs 21A to 27, and that person resides outside the Contractor's Practice Area, paragraphs 54.4, 54.5 and 54.6 are to apply as if the Contractor had accepted that Patient onto its List of Patients in accordance with paragraph 54.1, unless the Contractor chooses to include that person in its List of Patients for its practice area on assignment by the Commissioner.

25 Assignments to closed lists: determination of the assessment panel

25.1 Where the Commissioner wants to assign a new Patient to the Contractors which has closed its Lists of Patients, the Commissioner must prepare a proposal to be considered by the assessment panel.

25.2 The Commissioner must give notice in Writing to:

25.2.1 contractors, including those contractors who provide Primary Medical Services in accordance with arrangements made under section 83(2) of the 2006 Act (primary medical services) or under a contract made in accordance with the General Medical Services Contracts Regulations, which:

25.2.1.1 have closed their Lists of Patients; and

25.2.1.2 may, in the opinion of the Commissioner, be affected by the determination of the assessment panel; and

25.2.2 the Local Medical Committee (if any) for the area in which the Contractors referred to in paragraph 25.2.1 provide Essential Services (or their equivalent),

that it has referred the matter to the assessment panel.

25.3 The Commissioner must ensure the assessment panel is appointed to consider and determine the proposal made under paragraph 25.1, and the composition of the assessment panel must be as described in paragraph 25.4.

25.4 The members of the assessment panel must be:

25.4.1 a member of the Commissioner who is a director;

25.4.2 a Patient representative who is a member of the Local Health and Wellbeing Board or Local Healthwatch organisation; and

25.4.3 a member of a Local Medical Committee but not a member the Local Medical Committee (if any) formed for the area in which the contractors, who may be assigned Patients as a consequence of the panel's determination, provide Essential Services.

25.5 In reaching its determination, the assessment panel must have regard to all relevant factors including:

25.5.1 whether the Commissioner has attempted to secure the provision of Essential Services (or their equivalent) for new Patients other than by means of its proposed assignment to a Contractor with a closed list; and

25.5.2 the workload of those Contractors likely to be affected by any decision to assign such Patients to their List of Patients.

25.6 The assessment panel must reach a determination before the end of the period of twenty eight (28) days beginning with the date on which the panel was appointed.

25.7 The assessment panel must:

25.7.1 determine whether the Commissioner may assign new patients to a Contractor which has a closed List of Patients; and

25.7.2 if it determines that the Commissioner may make such an assignment, determine, where there is more than one contractor, those contractors to which Patients may be assigned.

25.8 The assessment panel may determine that the Commissioner may assign new Patients to Contractors other than any of the Contractors specified in its proposals under paragraph 25.1, as long as the Contractors were notified under paragraph 25.2.1.

25.9 The assessment panel's determination must include its comments on the matters referred to in paragraph 25.5, and notice in in Writing must be given to those Contractors referred to in paragraph 25.2.1.

26 Assignments to closed lists: NHS Dispute Resolution Procedure relating to determinations of the assessment panel

26.1 Where an assessment panel makes a determination under paragraph 25.7 that the Commissioner may assign new Patients to Contractors who have closed their lists of Patients, any Contractor specified in that determination may refer the matter to the Secretary of State to review the determination.

26.2 Where a matter is referred to the Secretary of State under paragraph 26.1, it must be reviewed in accordance with the procedure specified in paragraphs 26.3 to 26.17.

26.3 Where more than one Contractor specified in the determination would like to refer the matter for dispute resolution, those Contractors may, if they all agree, refer the matter jointly, and in that case the Secretary of State must review the matter in relation to those Contractors together.

26.4 The contractor (or contractors) must send to the Secretary of State, before the end of the period of seven (7) days beginning with the date of the determination of the assessment panel in accordance with paragraph 25.7, a written request for dispute resolution which must include or be accompanied by:

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

26.4.2 a copy of this Agreement (or agreements); and

26.4.3 a brief statement describing the nature of and circumstances giving rise to the dispute.

26.5 The Secretary of State must, before the end of the period of seven (7) days beginning with the date on which the matter was referred to the Secretary of State:

26.5.1 give notice in Writing to the Parties that the Secretary of State is dealing with the matter; and

26.5.2 include with the notice a written request to the parties to make, in Writing before the end of a specified period, any representations which those parties may would like to make about the dispute.

26.6 The Secretary of State must give, with the notice under paragraph 26.5, to the party other than the one which referred the matter to dispute resolution a copy of any document by which the dispute was referred to dispute resolution.

26.7 The Secretary of State must, upon receiving any representations from a party:

26.7.1 give a copy of those representations to each other party, and

26.7.2 request, in Writing, that each party to which a copy of the representations is given makes, before the end of a specified period, any written observations which they would like to make on those representations.

26.8 The Secretary of State may:

26.8.1 invite representatives of the parties to appear before him, and make oral representations to the Secretary of State either together or, with the agreement of the parties, separately, and may, in advance, provide the parties with a list of matters or questions to which the Secretary of State would like them to give special consideration; or

26.8.2 consult other persons whose expertise the Secretary of State considers is likely to assist the Secretary of State's consideration of the dispute.

26.9 Where the Secretary of State consults another person under paragraph 26.8.2, the Secretary of State must:

26.9.1 give notice in Writing to that effect to the parties, and,

26.9.2 where the Secretary of State considers that the interests of any party might be substantially affected by the result of the consultation, give to the parties such opportunity as the Secretary of State considers reasonable in the circumstances to make observations on those results.

26.10 In considering the dispute, the Secretary of State must take into account:

26.10.1 any written representations made in response to a request under paragraph 26.5.2, but only if they are made before the end of the specified period;

26.10.2 any written observations made in response to a request under paragraph 26.7, but only if they are made before the end of the specified period;

26.10.3 any oral representations made in response to an invitation under paragraph 26.8.1;

26.10.4 the results of any consultation under paragraph 26.8.2; and

26.10.5 any observations made in accordance with an opportunity given under paragraph 26.9.

26.11 Subject to the other provisions of paragraphs 26.1 to 26.17 and to any agreement by the parties, the Secretary of State may determine the procedure which is to apply to the dispute resolution in such manner as the Secretary of State considers appropriate in order to ensure the just, expeditious, economical and final determination of the dispute.

26.12 In paragraphs 26.1 to 26.17, "specified period" means:

26.12.1 such period as the Secretary of State specifies in the request, being a period of not less than one (1), or not more than two (2), weeks beginning with the date on which the notice referred to is given, or

26.12.2 such longer period as the Secretary of State may allow for the determination of the dispute where the period of determination of the dispute has been extended in accordance with paragraph 26.16, and, where the Secretary of State does so allow, a reference in paragraphs 26.1 to 26.17 to the specified period is to the period as so extended.

26.13 Subject to paragraph 26.16, the Secretary of State must:

26.13.1 determine the dispute before the end of the period of twenty one (21) days beginning with the date on which the matter was referred to the Secretary of State,

26.13.2 determine whether the Commissioner may assign new Patients to Contractors which have closed their lists of Patients; and

26.13.3 if he determines that the Commissioner may assign new patients to such Contractors determine the Contractors to which such new Patients may be assigned.

26.14 The Secretary of State must not determine that Patients may be assigned to a Contractor which was not specified in the determination of the assessment panel under paragraph 25.7.

26.15 In the case of a matter referred jointly by Contractors in accordance with paragraph 26.3, the Secretary of State may determine that Patients may be assigned to one, some or all of the Contractors which referred the matter.

26.16 The period of twenty one (21) days referred to in paragraph 26.13 may be extended (even after it has expired) by a further specified number of days if an agreement to that effect is reached by:

26.16.1 the Secretary of State;

26.16.2 the Commissioner; and

26.16.3 the Contractor (or Contractors) which referred the matter to dispute resolution.

26.17 The Secretary of State must:

26.17.1 record his determination, and the reasons for it, in Writing; and

26.17.2 give notice in Writing of the determination (including the record of the reasons) to the parties.

27 Assignments to closed lists: assignments of Patients

27.1 Before the Commissioner assigns a new Patient to the Contractor, the Commissioner must, subject to paragraph 27.3:

27.1.1 enter into discussions with the Contractor regarding the additional support that the Commissioner can offer the Contractor, and

27.1.2 use its best endeavours to provide appropriate support.

27.2 In the discussions referred to in paragraph 27.1, both parties must use reasonable endeavours to reach agreement.

27.3 The requirement in paragraph 27.1 to enter into discussions applies:

27.3.1 to the first assignment of a Patient to the Contractor; and

27.3.2 to any subsequent assignment to that Contractor to the extent that it is reasonable and appropriate having regard to:

27.3.2.1 the numbers of Patients who have or may be assigned to it; and

27.3.2.2 the period of time since the last discussions under paragraph 27.1 took place.

28 Patient Participation

28.1 A Contractor which provides Essential Services must establish and maintain a group known as a “Patient Participation Group” comprising of some of its Registered Patients for the purposes of:

28.1.1 obtaining the views of Patients who have attended the Contractor's Practice about the services delivered by the Contractor; and

28.1.2 enabling the Contractor to obtain feedback from its Registered Patients about those services.

28.2 The Contractor is not required to establish a Patient Participation Group if such a group has already been established by the Contractor pursuant to the provisions of any directions about Enhanced Services which were given by the Secretary of State under section 98A of the 2006 Act before 1st April 2015.

28.3 The Contractor must make reasonable efforts during each financial year to review the membership of its Patient Participation Group in order to ensure that the Group is representative of its Registered Patients.

28.4 The Contractor must:

28.4.1 engage with its Patient Participation Group, at such frequent intervals throughout each financial year as the Contractor must agree with that Group, with a view to obtaining feedback from the Contractor's Registered Patients, in an appropriate and accessible manner which is designed to encourage patient participation, about the services delivered by the Contractor; and

28.4.2 review any feedback received about the services delivered by the Contractor, whether pursuant to subparagraph 28.4.1 or otherwise, with its Patient Participation Group with a view to agreeing with that Group the improvements (if any) which are to be made to those services.

28.5 The Contractor must make reasonable efforts to implement such improvements to the services delivered by the Contractor as are agreed between the Contractor and its Patient Participation Group.

28.6 In this paragraph 28 "financial year" means the 12 month period beginning on 1st April each year and ending on 31st March the following year.

29 Newly registered patients – alcohol dependency screening

29.1 Where under paragraph 3.2 a Patient has been:

29.1.1 accepted onto the Contractor's List of Patients; or

29.1.2 assigned to that list by the Commissioner,

the Contractor must take action to identify any such Patient over the age of 16 who is drinking alcohol at increasing or higher risk levels with a view to seeking to reduce the alcohol related health risks to that Patient.

29.2 The Contractor must comply with the requirement in paragraph 29.1 by screening the Patient using either one of the two shortened versions of the World Health Organisation Alcohol Use Disorders Identification ("AUDIT") questionnaire[46] which are known as:

29.2.1 FAST (which has four questions); or

29.2.2 AUDIT-C (which has three questions).

29.3 Where, under paragraph 29.2, the Contractor identifies a Patient as positive using either of the shortened versions of the AUDIT questionnaire specified in paragraph 29.2, the remaining questions of the

[46] The World Health Organisation Alcohol Use Disorders Identification Test (AUDIT) questionnaire can be accessed at http://www.who.int/substance_abuse/activities/sbi/en/. Further information about the test, and the questionnaires themselves, are available in hard copy from NHS England, PO Box 16738, Redditch, B97 7PT

full ten question AUDIT questionnaire are to be used by the Contractor to determine increasing risk, higher risk or likely dependent drinking.

29.4 Where a Patient is identified as drinking at increasing or higher risk levels, the Contractor must:

29.4.1 offer the Patient appropriate advice and lifestyle counselling;

29.4.2 respond to any other need identified in the Patient which relates to the Patient's levels of drinking, including by providing any additional support or treatment required for people with mental health issues; and

29.4.3 in any case where the Patient is identified as a dependent drinker, offer the Patient a referral to such specialist services as are considered clinically appropriate to meet the needs of the Patient.

29.5 Where a Patient is identified as drinking at increasing or higher risk levels or as a dependent drinker, the Contractor must ensure that the Patient is:

29.5.1 assessed for anxiety and depression;

29.5.2 offered screening for anxiety or depression; and

29.5.3 where anxiety or depression is diagnosed, provided with any treatment and support which may be required under the agreement, including referral for specialist mental health treatment.

29.6 The Contractor must make relevant entries, including the results of the completed questionnaire referred to in paragraph 29.2, in the Patient's record that the Contractor is required to keep under clause 29.

29A **Patients living with frailty**

29A.1 The Contractor must take steps each year to identify any registered patient aged 65 years and over who is living with moderate to severe frailty.

29A.2 The Contractor must comply with the requirements of clause 29A.1 by using the Electronic Frailty Index[47] or any other appropriate assessment tool.

29A.3 Where the Contractor identifies a patient aged 65 or over who is living with severe frailty, the Contractor must:

29A.3.1 undertake a clinical review in respect of the patient which includes:

(a) an annual review of the patient's medication; and

(b) where appropriate, a discussion with the patient about whether the patient has fallen in the last 12 months,

29A.3.2 provide the patient with any other clinically appropriate interventions; and

29A.3.3 where the patient does not have an enriched Summary Care Record, advise the patient about the benefits of having an enriched Summary Care Record and activate that record at the patient's request.

29A.4 The Contractor must, using codes agreed by NHS England for the purpose, record in the patient's *Summary Care Record*[48] any appropriate

47 Further information about Provisional Replacement Certificates is available at: http://www.nhs.uk/NHSEngland/Healthcareabroad/EHIC/Pages/about-the-ehic.aspx or from NHS England, PO Box 16738, Redditch, B97 7PT.

48 Guidance about enriching a patient's Summary Care Record with additional information published by the Health and Social Care Information Centre is available at: http://webarchive.nationalarchives.gov.uk/20160921135209/http:/systems.digital.nhs.uk/scr/additional/patientconsent.pdf or from NHS Digital, 4 Trevelyan Square, Boar Lane, Leeds LS1 6AA.

information relating to clinical interventions provided to a patient under this clause.

30 Accountable GPs

30.1 A Contractor must ensure that for each of its Registered Patients (including patients under the age of 16) there is assigned an Accountable GP.

30.2 The Accountable GP must take lead responsibility for ensuring that any services which the Contractor is required to provide under the Contract are, to the extent that their provision is considered necessary to meet the needs of the Patient, coordinated and delivered to the Patient.

30.3 The Contractor must:

30.3.1 inform the Patient, as soon as is reasonably practicable and in such manner as is considered appropriate by the Practice, of the assignment to the Patient of an Accountable GP and must state the name and contact details of the Accountable GP and the role and responsibilities of the Accountable GP in respect of the Patient;

30.3.2 inform the Patient as soon as any circumstances arise in which the Accountable GP is not able, for any significant period, to carry out the duties of an Accountable GP in respect of the Patient; and

30.3.3 where the Practice considers it to be necessary, assign a replacement Accountable GP to the Patient and give notice to the Patient accordingly.

30.4 The Contractor must comply with the requirement in sub-paragraph 30.3.1 in the case of any person who is accepted by the Contractor as a

Registered Patient on or after the date on which the PMS Regulations came into force, within 21 days from the date on which that person was so accepted.

30.5 The requirement in clause 30.1 does not apply to:

30.5.1 any patient of the Contractor who is aged 75 or over, or who attains the age of 75, on or after 1st April 2015; or

30.5.2 any other patient of the Contractor if the Contractor has been informed that the Patient does not wish to have an Accountable GP.

30.6 Where, under sub-paragraph 30.3.1, the Contractor informs a Patient of the assignment to them of an Accountable GP, the Patient may express a preference as to which general medical practitioner within the Contractor's Practice the Patient would like to have as the Patient's Accountable GP and, where such a preference has been expressed, the Contractor must make reasonable efforts to accommodate the request.

30.7 Where, under sub-paragraph 30.5.2, the Contractor has been informed by or in relation to a Patient that the Patient does not wish to have an Accountable GP, the Contractor must record that fact in the Patient's record that the Contractor is required to keep under clause 29.

30.8 The Contractor must include information about the requirement to assign an Accountable GP to each of its new and existing Registered Patients:

30.8.1 on the Contractor's Practice Website or Online Practice Profile; and

30.8.2 in the Contractor's Practice Leaflet.

31 Inclusion in list of patients: armed forces personnel

31.1 The Contractor may, if its List of Patients is open, include a person to whom clause 31.2 applies in its List of Patients for a period of up to two years and paragraph 14.1.2 does not apply in respect of any person included in the Contractor's List of Patients by virtue of paragraph 31.

31.2 This sub-paragraph applies to a person who is:

31.2.1 a serving member of the Armed Forces of the Crown who has received written authorisation from Defence Medical Services to receive Primary Medical Services from the Contractor's Practice; and

31.2.2 living or working within the Contractor's Patient Registration Area during the period in respect of which that written authorisation is given.

31.3 Where the Contractor has accepted a person to whom paragraph 31.2 applies onto its List of Patients, the Contractor must:

31.3.1 obtain a copy of the patient's medical record or a summary of that record from Defence Medical Services; and

31.3.2 provide regular updates to Defence Medical Services at such intervals as are agreed with Defence Medical Services about any care and treatment which the Contractor has provided to the Patient.

31.4 At the end of the period of two years, or on such earlier date as the Contractor's responsibility for the Patient has come to an end, the Contractor must:

31.4.1 notify Defence Medical Services in Writing that its responsibility for that person has come to an end; and

31.4.2 update the Patient's medical record, or summary of that record, and return it to Defence Medical Services.

32 Inclusion in list of patients: detained persons

32.1 The Contractor must, if *the Contractor's list of patients* is open, include a person to whom paragraph 32.2 applies (a "detained person") in that list and paragraph 14.1.2 does not apply in respect of a detained person who is included in the *Contractor's list of patients* by virtue of this clause.

32.2 This clause applies to a person who:

32.2.1 is serving a term of imprisonment of more than two years, or more than one term of imprisonment totalling, in the aggregate, more than two years;

32.2.2 is not registered as a patient with a provider of *primary medical services*; and

32.2.3 makes an application under this clause in accordance with paragraph 32.3 to be included in the *Contractor's list of patients* by virtue of either paragraph 32.1 or paragraph 32.6 before the scheduled release date.

32.3 An application under paragraph 32.2.3 may be made during the period commencing one month prior to the scheduled release date and ending 24 hours prior to that date.

32.4 Subject to paragraphs 32.5 and 32.6, the Contractor may only refuse an application under paragraph 32.2.3 if the Contractor has reasonable grounds for doing so which do not relate to the applicant's age, appearance, disability or medical condition, gender or gender reassignment, marriage or civil partnership, pregnancy or maternity, race, religion or belief, sexual orientation or social class.

32.5 The reasonable grounds referred to in clause paragraph 32.4 may include the ground that the applicant will not, on or after the scheduled release date, live in the Contractor's practice area or does not intend to live in that area.

32.6 Where the Contractor's list of patients is closed, the Contractor may, by virtue of this paragraph, accept an application under paragraph 32.2.3 if the applicant is an immediate family member of a registered patient.

32.7 Where the Contractor accepts an application from a person under paragraph 32.2.3 for inclusion in the Contractor's list of patients, the Contractor:

32.7.1 must give notice in Writing to the provider of the detained estate healthcare service or to the Commissioner of that acceptance as soon as possible, and

32.7.2 is not required to provide primary medical services to that person until after the scheduled release date.

32.8 The Commissioner must, on receipt of a notice given under Paragraph 32.7.1:

32.8.1 include the applicant in the Contractor's list of patients from the date notified to the Commissioner the provider of the detained estate healthcare service; and

32.8.2 give notice in Writing to the provider of the detained estate healthcare service of that acceptance.

32.9 Where the Contractor refuses an application made under paragraph 32.2.3, the Contractor must give notice in Writing of that refusal, and the reasons for it, to the provider of the detained estate healthcare service or

to the Commissioner before the end of the period of 14 days beginning with the date of the Contractor's decision to refuse.

32.10 The Contractor must:

32.10.1 keep a written record of:

(a) the refusal of any application under paragraph 32.2.3; and

(b) the reasons for that refusal; and

32.10.2 make such records available to the Commissioner on request.

Schedule 6

NHS Dispute Resolution Procedure

The NHS Dispute Resolution Procedure that the Parties shall follow shall be as follows:

1 In the case of any dispute arising out of or in connection with this Agreement (for the avoidance of any doubt, in this Schedule 6, "arising out of or in connection with this Agreement" includes but is not limited to any dispute arising out of or in connection with the termination of this Agreement), the Contractor and the Commissioner must make every reasonable effort to communicate and co-operate with each other with a view to resolving the dispute, before referring the dispute for determination in accordance with the NHS Dispute Resolution Procedure set out in paragraphs 2 to 12 (inclusive) in this Schedule 6.

2 In the case of any dispute arising out of or in connection with the Agreement which is referred to the Secretary of State in accordance with section 9 of the 2006 Act:

2.1 Any party wishing to refer a dispute as mentioned in accordance with the NHS Dispute Resolution Procedure shall send to the Secretary of State a written request for dispute resolution which shall include or be accompanied by:

2.1.1 the names and addresses of the Parties to the dispute;

2.1.2 a copy of the Agreement; and

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

2.2 any request submitted to the Secretary of State in accordance with this paragraph 2 must be submitted within a period of three (3) years beginning with the date on which the matter giving rise to the dispute

happened or should reasonably have come to the attention of the party wishing to refer the dispute.

3 Before reaching a decision as to who should determine the dispute, under section 9 of the 2006 Act, the Secretary of State shall, within the period of 7 days beginning with the date on which a matter was referred to him, send a written request to the Parties to make in Writing, within a specified period (for the avoidance of any doubt, in this Schedule 6, "specified period" means such period as the Secretary of State shall specify in the request, being not less than two (2) or more than four (4), weeks beginning with the date on which the notice referred to is given, but the Secretary of State may, if he considers that there is a good reason for doing so, extend any such period (even after it has expired) and, where he does so, a reference in this Schedule to the specified period is to the specified period so extended), any representations which they may wish to make about the matter.

4 The Secretary of State shall give, with the notice given under paragraph 3, to the party other than the one which referred the matter to dispute resolution a copy of any document by which the matter was referred to dispute resolution.

5 The Secretary of State shall give a copy of any representations received from a party to the other party, and shall in each case request (in Writing) a party to whom a copy of the representations is given to make within a specified period any written observations which it wishes to make on those representations.

6 Following receipt of any representations from the Parties or, if earlier, at the end of the period for making such representations specified in the request sent under paragraphs 3 or 5, the Secretary of State shall, if he decides to appoint a person or persons to hear the dispute:

6.1 inform the parties in Writing of the name of the person or persons whom he has appointed; and

6.2 pass to the person or persons so appointed any documents received from the Parties under or pursuant to paragraphs 2(a), 3 or 5.

7 For the purpose of assisting him in his consideration of the matter, the Adjudicator may:

7.1 invite representatives of the Parties to appear before him to make oral representations either together or, with the agreement of the Parties, separately, and may in advance provide the Parties with a list of matters or questions to which he wishes them to give special consideration; or

7.2 consult other persons whose expertise he considers will assist him in his consideration of the matter.

8 Where the Adjudicator consults another person under paragraph 7(b), he shall notify the parties accordingly in Writing and, where he considers that the interests of any party might be substantially affected by the result of the consultation, he shall give to the Parties such opportunity as he considers reasonable in the circumstances to make observations on those results.

9 In considering the matter, the Adjudicator shall consider:

9.1 any written representations made in response to a request under paragraph 3, but only if they are made within the specified period;

9.2 any written observations made in response to a request under paragraph 5, but only if they are made within the specified period;

9.3 any oral representations made in response to an invitation under sub-paragraph 7(a);

9.4 the results of any consultation under paragraph 7(b); and

9.5 any observations made in accordance with an opportunity given under paragraph 8.

10 Subject to the other provisions of this paragraph and paragraph 11 and to any agreement by the Parties, the Adjudicator shall have wide discretion in determining the procedure of the dispute resolution to ensure the just, expeditious, economical and final determination of the dispute.

11 The Adjudicator shall record his determination and the reasons for it in Writing and shall give notice of the determination (including the record of the reasons) to the Parties.

12 Where the Adjudicator makes a direction as to payments under section 9 of the 2006 Act (as it has effect as a result of regulation 9), that direction is to be enforceable in a county court (if the court so orders) as if it were a judgment or order of that court.

Schedule 7

Premises

Address: [insert your practice address/es]

Service Environment: [briefly describe, e.g. number of consulting rooms, reception area shared or exclusive etc]

DRAFT LEASE/UNDERLEASE [describe whether the practice holds lease/underlease]

Remedial works [describe if any need to be done]

Out of Hours provisions [describe whether the practice has opted in/out and subcontracting arrangements where applicable]:

Schedule 8

Complaints Requirements

The parties shall comply with their respective obligations arising pursuant to the Complaints Regulations. In the event of any conflict between the provisions of this Agreement and the requirements of the Complaints Regulations, the provisions of the Complaints Regulations shall apply.

The complaints procedure that the Contractor shall follow when following its own complaints procedure shall be as follows:

1 The Contractor shall take all reasonable steps to ensure that:

1.1 the complaints procedure is accessible to all Patients; and

1.2 Patients are aware of:

1.2.1 the name of the Contractor Complaints Manager;

1.2.2 the complaints procedure;

1.2.3 the role of the Commissioner and other bodies in relation to complaints about services under the Agreement; and

1.2.4 their right to assistance with any complaint from the Independent Complaints Advocacy Service.

2 A complaint may be made by a Patient or former Patient who is receiving or has received Services under this Agreement, or with his/her consent, on behalf of that Patient.

3 Where the Patient or former Patient is a Child, a complaint may be made:

3.1 by either Parent, or in the absence of both Parents, the guardian or other adult who has care of the Child;

3.2 by a person duly authorised by a local authority to whose care the Child has been committed under the provisions of the Children Act 1989; or

3.3 by a person duly authorised by a voluntary organisation by which the Child is being accommodated under the provisions of the Children Act 1989; or

3.4 where the Patient or former Patient is incapable of making a complaint, by a relative or other adult who has an interest in his welfare.

4 Where a Patient or former Patient has died a complaint may be made by a relative or other adult who had an interest in his welfare or, where the Patient falls within paragraph 3.2 or 3.3, by the relevant authority or voluntary organisation.

5 Subject to paragraph 6, the period for making a complaint is:

5.1 six (6) months from the date on which the matter which is the subject of the complaint occurred; or

5.2 six (6) months from the date on which the matter which is the subject of the complaint comes to the complainant's notice provided that the complaint is made no later than twelve (12) months after the date on which the matter which is the subject of the complaint occurred.

6 Where a complaint is not made during the period specified in paragraph 5, it shall be referred to the person referred to the Contractor Complaints Manager and if he is of the opinion that:

6.1 having regard to all the circumstances of the case, it would have been unreasonable for the complainant to make the complaint within that period; and

6.2 notwithstanding the time that has elapsed since the date on which the matter which is the subject matter of the complaint occurred, it is still possible to investigate the complaint properly,

the complaint shall be treated as if it had been received during the period specified in paragraph 6.

7 All complaints must be:

7.1 either made or recorded in Writing;

7.2 acknowledged in Writing within the period of three (3) Working Days beginning with the day on which the complaint was received or, where that is not possible, as soon as reasonably practicable; and

7.3 properly investigated.

8 Within the period of ten (10) Working Days beginning with the day on which the complaint was received by the Contractor Complaints Manager or, where that is not possible, as soon as reasonably practicable, the complainant must be given a written summary of the investigation and its conclusion.

9 Where the investigation of the complaint requires consideration of the Patient's medical record, the Contractor Complaints Manager must inform the Patient or person acting on his/her behalf if the investigation will involve disclosure of information contained in those records to a person other than the Contractor or an employee of the Contractor.

10 The Contractor must keep a record of all complaints and copies of all correspondence relating to complaints, but such records must be kept separate from Patients' medical records.

11 The Contractor shall inform the Commissioner, at such intervals as the Commissioner may require, of the number of complaints that it has received under the procedure in this Schedule 8 and shall complete and submit the KO41(b) return form annually and within the timescales required by the Department of Health.

Schedule 9

Representatives

Contractor Board Directors

Contractor Contract Managers

Integrated Care Board (clause 6.1)

Integrated Care Board contractor liaison (clause 6.2)

Schedule 10

Exit Plan

Schedule 11

Transferring Employees and Staff Pensions

Annex 1

Transferring Employees

Annex 2

Staff Pensions

1.1 **Introduction**

1.2 The Contractor is eligible to be an Employing Authority and can thereby provide the Eligible Employees with continued membership of the NHS Scheme. The Contractor shall use all reasonable endeavours to remain an Employing Authority until the Termination Date and shall comply with the provisions of the NHS Scheme Regulations in respect of the Eligible Employees with effect from and including the Commencement Date and until the Termination Date. The Contractor shall, within 21 days after the Commencement Date, supply to the Commissioner written evidence confirming that the Contractor is eligible to be an Employing Authority.

1.3 If the Contractor employs any Eligible Employees from the Commencement Date and for any reason after the Commencement Date ceases to be an Employing Authority other than because it ceases to employ any Eligible Employees, then the Fair Deal shall apply in respect of the transfer of the employment of each Transferring Employee, future pension provision for them and the provision for transfer of their pension rights which have accrued in NHS Scheme. For the avoidance of doubt, the provisions of paragraphs 2 and 3 of this Annex shall apply in all cases.

2.1 **Indemnity Regarding Pension Benefits and Premature Retirement Rights.**

2.2 The Contractor agrees to indemnify the Commissioner on demand against all liabilities, damages, losses, costs and expenses arising out of any claim by any person that the provision of (or failure to provide) pension benefits and premature retirement rights after the Commencement Date, or the level of such benefit provided are not in accordance with the Contractor's and/or sub-contractor's obligations under this Annex 2 of Schedule 11.

3. **Sub-Contractors**

3.1 In the event that the Contractor enters into a sub-contract in connection with the Agreement, it shall impose obligations on its sub-contractors in the same terms as those imposed on the Contractor in relation to pension benefits and premature retirement benefits in this Annex 2 of Schedule 11.

3.2 The Contractor shall indemnify and keep the Commissioner indemnified in full against all costs and losses incurred by the Commissioner or any New Contractor as a result of or in connection with any failure by the Contractor to comply with this Annex 2 of Schedule 11.

4. **New Joiners**

4.1 The Contractor shall and shall procure that any sub-contractor shall comply with the Cabinet Office statement entitled “Principles of Good Employment Practice” (December 2010) (as may be amended from time to time) including, but not limited to, the third principle in this statement entitled “a commitment to fair and reasonable terms and conditions.”

Schedule 12

Practice Leaflet

A Practice Leaflet shall include:

1 The name of the party or parties comprising the Contractor.

2 In the case of an Agreement with a partnership:

2.1 the names of all of the partners; and

2.2 in the case of a limited partnership, the partners' status as a general or limited partner.

3 In the case of an Agreement with a company:

3.1 the names of the directors, the company secretary and the shareholders of that company; and

3.2 the address of the company's registered office.

4 The full name of each person performing Services under the Agreement.

5 The professional qualifications of each Health Care Professional performing Services under the Agreement.

6 Whether the Contractor undertakes the teaching or training of Health Care Professionals or persons intending to become Health Care Professionals.

7 The Contractor's Practice Area, including the area known as the outer boundary area, by reference to an image of the Practice Area, a written description of the Practice Area or a Digital Practice Area Map.

8 The address of each of the Practice Premises.

9 The Contractor's telephone and fax number and the address of its website or the address at which its Online Practice Profile is available.

10 Whether the Practice Premises have suitable access for all disabled Patients and, if not, the alternative arrangements for providing services to such Patients.

11 How to register as a Patient.

12 The right of Patients to express a preference of practitioner in accordance with Schedule 5 paragraph 8 and the means of expressing such a preference.

13 The Services available under the Agreement.

14 The opening hours of the Practice Premises and all means of contacting the Contractor throughout the Core Hours as required by clause 7.8.

15 The criteria for home visits and the method of obtaining such a visit.

16 The arrangements for Services in the Out of Hours period, whether or not provided by the Contractor, and how the Patient may access such Services.

17 If the Out of Hours services are not provided by the Contractor, the fact that the Commissioner is responsible for commissioning the services.

18 The telephone number of the 111 service;

19 The method by which Patients are to obtain repeat prescriptions.

20 If the Contractor offers Repeatable Prescribing Services, the arrangements for providing such services.

21 If the Contractor is a dispensing Contractor the arrangements for dispensing prescriptions.

22 How Patients may make a complaint or comment on the provision of services.

23 The rights and responsibilities of the Patient, including keeping appointments.

24 The action that may be taken where a Patient is violent or abusive to the Contractor or his Staff or other persons on the Practice Premises or in the place treatment is provided under the Agreement.

25 Details of who has access to Patient information (including information from which the identity of the individual can be ascertained) and the rights of Patients in relation to disclosure of such information.

26 The full name, postal and email address and telephone number of the Commissioner from whom details of primary medical services in the area may be obtained.

27 Information about the assignment by the Contractor to its new and existing Patients of an Accountable GP in accordance with paragraph 30 of Schedule 5.

28 Information about the assignment by the Contractor to its Patients aged 75 and over of an Accountable GP under paragraph 4 of Schedule 5.

Schedule 13

Quality and Outcomes Framework – Indicators no longer in the Quality and Outcomes Framework

Indicator ID	***Indicator Description***
CHD003	The percentage of patients with coronary heart disease whose last measured cholesterol (measured in the preceding 12 months) is 5 mmol/l or less
CKD002	The percentage of patients on the CKD register in whom the last blood pressure reading (measured in the preceding 12 months) is 140/85 mmHg or less
CKD004	The percentage of patients on the CKD register whose notes have a record of a urine albumin: creatinine ratio (or protein: creatinine ratio) test in the preceding 12 months
NM84	The percentage of patients on the CKD register with hypertension and proteinuria who are currently treated with renin-angiotensin system antagonists
CVD-PP002	The percentage of patients diagnosed with hypertension (diagnosed after or on 1st April 2009) who are given lifestyle advice in the preceding 12 months for: smoking cessation, safe alcohol consumption and healthy diet
DM005	The percentage of patients with diabetes, on the register, who have a record of an albumin: creatinine ratio test in the preceding 12 months
DMO11	The percentage of patients with diabetes, on the register, who have a record of retinal screening in the preceding 12 months
EP002	The percentage of patients 18 or over on drug treatment for epilepsy who have been seizure free for the last 12 months recorded in the preceding 12 months
EP003	The percentage of women aged 18 or over and who have not attained the age of 55 who are taking antiepileptic drugs who have a record of information and counselling about contraception, conception and pregnancy in the preceding 12 months
LD002	The percentage of patients on the learning disability register with Down's syndrome aged 18 or over who have a record of blood TSH in the preceding 12 months
MH004	The percentage of patients aged 40 or over with schizophrenia, bipolar affective disorder and other psychoses who have a record of total cholesterol: hdl ratio in the preceding 12 months
MH007	The percentage of patients with schizophrenia, bipolar affective disorder and other psychoses who have a record of alcohol consumption in the preceding 12 months
MH008	The percentage of women aged 25 or over and who have not attained the age of 65 with schizophrenia, bipolar affective disorder and other psychoses whose notes record that a cervical screening test has been performed in the preceding 5 years
PAD002	The percentage of patients with peripheral arterial disease in whom the last blood pressure reading (measured in the preceding 12 months) is 150/90 mmHg or less
PAD003	The percentage of patients with peripheral arterial disease in whom the last measured total cholesterol (measured in the preceding 12 months) is 5 mmol/l or less

PAD004	The percentage of patients with peripheral arterial disease with a record in the preceding 12 months that aspirin or an alternative anti-platelet is being taken
RA003	The percentage of patients with rheumatoid arthritis aged 30 or over and who have not attained the age of 85 who have had a cardiovascular risk assessment using a CVD risk assessment tool adjusted for RA in the preceding 12 months
RA004	The percentage of patients aged 50 or over and who have not attained the age of 91 with rheumatoid arthritis who have had an assessment of fracture risk using a risk assessment toll adjusted for RA in the preceding 24 months
SMOK001	The percentage of patients aged 15 or over whose notes record smoking status in the preceding 24 months
STIA005	The percentage of patients with a stroke shown to be non-haemorrhagic, or a history of TIA whose last measured total cholesterol (measured in the preceding 12 months) is 5 mmol/l or less
THY001	The contractor establishes and maintains a register of patients with hypothyroidism who are currently treated with levothyroxine
THY002	The percentage of patients with hypothyroidism, on the register, with thyroid function tests recorded in the preceding 12 months"

SCHEDULE 14[49]
Dispensing Doctors

Arrangements for Pharmaceutical services

1. The Contractor undertakes to provide pharmaceutical services in accordance with such provisions as are appropriate affecting the Contractor's rights and obligations that:

   (a) are included in the Pharmaceutical Regulations;

   (b) are contained in the terms set out in this Schedule;

   (c) were imposed, in relation to the ***dispensing doctor*'s** ability to provide pharmaceutical services, by virtue of regulation 20(2) of the National Health Service (Pharmaceutical Services) Regulations 2005 (imposition of conditions) (S.I. 2005/641);

   (d) are included in clause 74 of this Contract; and

   (e) are:

      (i) included in regulations under section 225 of the Local Government and Public Involvement in Health Act 2007 (duties of services-providers to allow entry by Local Healthwatch organisations or contractors), and

      (ii) made for the purpose of imposing on a services-provider (within the meaning of that section) a duty to allow authorised representatives (within the meaning of that section) to enter and view, and observe the carrying-on of activities on, premises owned or controlled by the services-provider.

2. The terms set out in bold italics in this Schedule have the same meaning as in the Pharmaceutical Regulations.

Dispensing doctor lists

[49] Clause 24.8 applies the provisions in this Schedule to contractors who are ***dispensing doctors.***

3. Where a Contractor is listed in a ***dispensing doctor list***:

   (a) the Contractor must notify NHS England of the matters referred to in paragraph 4; and

   (b) as part of the listing of the Contractor in the ***dispensing doctor list,*** NHS England must include the names of any ***general practitioner*** notified under paragraph 4(a), unless NHS England has received a further notification in respect of that ***general practitioner*** under paragraph 4(b).

4. The matters referred to in paragraph 3(a) are:

   (a) any ***general practitioner*** who performs Primary Medical Services on behalf of the Contractor, and whom the Contractor anticipates will provide pharmaceutical services on the behalf of the Contractor; and

   (b) for a ***general practitioner*** about whom NHS England has been notified under paragraph (a), when the Contractor no longer anticipates that the ***general practitioner*** will provide pharmaceutical services on behalf of the Contractor.

Persons duly authorised to dispense on behalf of *dispensing doctors*

5. Where paragraphs 6 to 31 impose a requirement on a ***dispensing doctor*** in respect of an activity which that ***dispensing doctor*** has duly authorised another person to undertake, if that other person undertakes that activity instead of the ***dispensing doctor***:

   (a) that other person must comply with that requirement; and

   (b) the ***dispensing doctor*** must secure compliance with that requirement by that other person.

6. Where reference is made in paragraph 5 and paragraphs 7 to 31 to the ***dispensing doctor***:

(a) being the subject of an activity, and in fact a person duly authorised by the ***dispensing doctor*** is the subject of that activity; or

(b) forming a view, and in fact a person duly authorised by the ***dispensing doctor*** is to form that view,

that reference is to be construed as referring, as appropriate, to that duly authorised person.

7. References in paragraphs 5 to 31 to a ***dispensing doctor*** are to be construed in accordance with paragraphs 5 and 6.

Dispensing of drugs and *appliances* by another *prescriber*

8. In paragraphs 9 and 10, "signed" includes signature with a ***prescriber's advanced electronic signature***.

9. Subject to paragraphs 10 to 31, where:

(a) any person presents to a ***dispensing doctor*** a ***non-electronic prescription form*** which contains

(i) an order for drugs, not being ***Scheduled drugs***, or for ***appliances***, not being ***restricted availability appliances***, signed by a ***prescriber*** other than the ***dispensing doctor***;

(ii) an order for drugs specified in Schedule 2 to the ***Prescription of Drugs Regulations*** (drugs, medicines and other substances that may be ordered only in certain circumstances), signed by a ***prescriber*** other than the ***dispensing doctor***, and including the reference "SLS";

(iii) an order for ***restricted availability appliances***, signed by a ***prescriber*** other than the ***dispensing doctors*** and including the reference "SLS"; or

(b) subject to paragraph 11, the ***dispensing doctor*** receives as a ***nominated dispensing contractor*** from the Electronic

Prescription Service an ***electronic prescription form*** which contains an order of a kind specified in paragraphs (a)(i) to (a)(iii) and:

(i) any person requests the provision of drugs or ***appliances*** in accordance with that prescription; or

(ii) the ***dispensing doctor*** has previously arranged with the patient that the ***dispensing doctor*** will dispense that prescription on receipt; or

(iii) any person presents the ***dispensing doctor*** with an EPS token that relates to an order of a kind specified in paragraphs 9(a)(i) – (iii) and requests the provision of drugs or appliances in accordance with the related ***electronic prescription form*****;**

and the ***dispensing doctor*** is authorised or required by virtue of Part 8 of the Pharmaceutical Regulations to provide the drugs or ***appliances*** so ordered, the ***dispensing doctor*** must, with reasonable promptness, provide the drugs so ordered, and such of the ***appliances*** so ordered as the ***dispensing doctor*** supplies in the normal course of business.

10. Subject to paragraphs 11 to 31, where:

(a) any person presents to the ***dispensing doctor*** a ***non-electronic repeatable prescription*** which contains:

(i) an order for drugs, not being ***Scheduled drugs*** or controlled drugs within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being specified in Schedule 4 or 5 to the Misuse of Drugs Regulations 2001 (S.I. 2001/3998) (which relate to controlled drugs excepted from certain prohibitions under those regulations), signed by a ***prescriber*** other than the ***dispensing doctor***;

(ii) an order for a drug specified in Schedule 2 to the ***Prescription of Drugs Regulations***, not being a controlled drug within the meaning of the Misuse of Drugs Act 1971, other than a drug which is for the time being specified in Schedule 4 or 5 to the Misuse of Drugs Regulations 2001, signed by a ***prescriber*** other than the ***dispensing doctor*** and including the reference "SLS";

(iii) an order for ***appliances***, not being ***restricted availability appliances***, signed by a ***prescriber*** other than the ***dispensing doctor***; or

(iv) an order for a ***restricted availability appliance***, signed by a ***prescriber*** other than the ***dispensing doctor*** and including the reference "SLS",

and also presents an associated ***batch issue***;

(b) the ***dispensing doctor*** receives as a ***nominated dispensing contractor*** an ***electronic repeatable prescription*** from the Electronic Prescription Service which contains an order of a kind specified in sub-paragraphs (a)(i) to (a)(iv) and:

(i) any person requests the provision of drugs or ***appliances*** in accordance with that ***repeatable prescription***; or

(ii) the ***dispensing doctor*** has previously arranged with the patient that the ***dispensing doctor*** will dispense that ***repeatable prescription*** on receipt; or

(c) any person presents the ***dispensing doctor*** with an EPS token that relates to an order of a kind specified in paragraph 10(a)(i) – (iv) and requests the provision of drugs or appliances in accordance with the related ***electronic prescription form***; and

the ***dispensing doctor*** is authorised or required by virtue of Part 8 of the Pharmaceutical Regulations to provide the drugs or ***appliances*** so ordered,

the ***dispensing doctor*** must, with reasonable promptness, provide the drugs so ordered, and such of the ***appliances*** so ordered as ***the dispensing doctor*** supplies in the normal course of business.

11. The ***dispensing doctor*** must not provide under an ***electronic prescription form*** 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 2 to 5 to the Misuse of Drugs Regulations 2001.

12. For the purposes of paragraphs 8 to 11, a ***non-electronic repeatable prescription*** for drugs or ***appliances*** shall be taken to be presented even if the person who wishes to obtain the drugs or ***appliances*** does not present that prescription, where:

    (a) the ***dispensing doctor*** has that prescription in their possession; and

    (b) that person presents, or the ***dispensing doctor*** has in their possession, an associated ***batch issue***.

13. Drugs and ***appliances*** provided under paragraphs 8 to 12 must be provided in a suitable container.

Dispensing of drugs and *appliances* ordered by the *dispensing doctor*

14. In the circumstances where paragraphs 8 to 13 do not apply and subject to paragraphs 15 to 31, where the ***dispensing doctor*** is authorised or required by virtue of Part 8 of the Pharmaceutical Regulations to provide a drug or ***appliance*** to a person:

    (a) the ***dispensing doctor*** must record any order for the provision of any drugs or ***appliances*** which are needed for the treatment of the patient, before the drugs or ***appliances*** are dispensed (unless it is personally administered):

        (i) on a ***prescription form*** completed in accordance with paragraph 1.2 to paragraph 1.14 of Schedule 4;

        (ii) if paragraph 2 of Schedule 4 applies, on an ***electronic prescription form***; or

(iii) in the case of a personally administered vaccine in respect of which the ***NHS BSA*** does not require an individual ***prescription form*** in order to process payment, on the form provided by the ***NHS BSA*** for the purposes of claiming payments for administering that vaccine (as well, potentially, as claiming other payments), and in the manner required by the ***NHS BSA*** (which may be part of an aggregate total);

(b) the ***dispensing doctor*** must provide those drugs or ***appliances*** in a suitable container (unless it is personally administered);

(c) the ***dispensing doctor*** must provide for the patient a drug specified in Schedule 2 to the ***Prescription of Drugs Regulations*** (drugs, medicines and other substances that may be ordered only in certain circumstances) only where paragraph 6.3 of Schedule 4 is satisfied; and

(d) the ***dispensing doctor*** must 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.

Supply in accordance with a Serious Shortage Protocol ("*SSP*")

14A. This sub-paragraph applies where, in relation to an order for a drug or an ***appliance*** on a ***prescription form*** or a repeatable prescription:

(a) a ***SSP*** has effect in respect of:

(i) the requested drug or ***appliance***; or

(ii) drugs or ***appliances*** of a specified description, and the requested drug or ***appliance*** is of that description.

(b) Where sub-paragraph (a) applies and the ***dispensing doctor*** provides a different product or quantity of product to the product or quantity of product ordered on the ***prescription form*** or repeatable prescription, in accordance with the ***SSP***:

(i) the ***dispensing doctor*** must endorse the prescription or the associated ***batch issue*** accordingly (if the manner for making the endorsement is provided for in the Drug Tariff, in the manner provided for in the Drug Tariff); and

(ii) the prescription or associated ***batch issue*** as thus endorsed is treated as being the prescription for product reimbursement

purposes (even though the supply is not in pursuance of that prescription).

(c) Where the ***dispensing doctor*** provides a drug or ***appliance*** under this paragraph, the ***dispensing doctor*** must include in the dispensing label on the packaging of the product, for the patient's benefit, information to the effect that the product is being supplied in accordance with a ***SSP***, identifying the particular ***SSP***.

Supply in accordance with a Pandemic Treatment Protocol ("*PTP*") or a Pandemic Treatment Patient Group Direction ("*PTPGD*")

14B (a) Subject to the following provisions of this Schedule, where:

(i) a ***dispensing doctor*** receives, via a secure service approved by NHS England for this purpose, an electronic message that amounts to an order for the supply of a drug in accordance with a ***PTP*** or a ***PTPGD***; and

(ii) a person who is entitled to be supplied with that drug by the ***dispensing doctor*** (Part 8 of the Pharmaceutical Regulations and this Schedule having that effect) in pursuance of that order requests the provision of the drug in accordance with that order;

the ***dispensing doctor*** must, with reasonable promptness, provide the drug so ordered.

(aa) Where the ***dispensing doctor*** considers:

(i) on the basis of a request for the supply of a drug in accordance with a ***PTP*** or a ***PTPGD*** that has been approved by NHS England as a basis for supply as part of pharmaceutical services;

(ii) having made the appropriate checks; and

(iii) having regard to what is reasonable and appropriate,

that a person is entitled to be supplied with the drug by the ***dispensing doctor*** (Part 8 of the Pharmaceutical Regulations and this Schedule having that effect) in accordance with the ***PTP*** or ***PTPGD*** as part of pharmaceutical services, the ***dispensing doctor*** must, with reasonable promptness, provide the drug requested.

(b) If a person requesting the provision of the drug asks the ***dispensing doctor*** to do so:

(i) the ***dispensing doctor*** must give an estimate of the time when the drug will be ready; and

(ii) if they are not ready by then, the ***dispensing doctor*** must give a revised estimate of the time when they will be ready (until they are ready).

(c) Where the ***dispensing doctor*** provides a drug under sub-paragraph (a) or (aa), the ***dispensing doctor*** must include a dispensing label on the packaging of the product and include in the label (in addition to the particulars required or permitted by Part 1 of Schedule 26 to the Human Medicines Regulations 2012), for the patient's benefit, information to the effect that the product is being supplied in accordance with a ***PTP*** or a ***PTPGD***, identifying the particular ***PTP*** or ***PTPGD***.

(d) Sub-paragraph (a) does not apply where arrangements are in place for the provision of the drug ordered pursuant to the ***PTP*** or ***PTPGD*** as part of a ***directed service*** which includes arrangements for the provision of such a drug ordered in accordance with such a ***PTP*** or ***PTPGD***.

(e) Sub-paragraph (aa) does not apply where arrangements are in place for the provision of the drug requested in accordance with the ***PTP*** or ***PTPGD*** as part of a ***directed service*** which includes arrangements for the provision of such a drug requested in accordance with such a ***PTP*** or ***PTPGD***.

Supply in accordance with a Listed Prescription Items Voucher ("*LPIV*")

14C (a) Subject to the following provisions of this Schedule, where:

(i) the ***dispensing doctor*** receives a ***LPIV***; and

(ii) a person who is entitled to be supplied by the ***dispensing doctor*** (Part 8 of the Pharmaceutical Regulations and this Schedule having that effect) with a prescription item ordered on the ***LPIV*** requests the provision of the item in accordance with that ***LPIV***, the ***dispensing doctor*** must, with reasonable promptness, provide the prescription item so ordered.

(b) If a person who is entitled as mentioned in sub-paragraph (a)(ii) asks the ***dispensing doctor*** to do so:

(i) the ***dispensing doctor*** must give an estimate of the time when the prescription item will be ready; and

(ii) if they are not ready by then, the ***dispensing doctor*** must give a revised estimate of the time when the item will be ready (until it is ready).

(c) Sub-paragraph (a) does not apply where arrangements are in place for the provision of the item ordered on the ***LPIV*** as part of ***a***

directed service which includes arrangements for the provision of such an item ordered on such a ***LPIV***.

Preliminary matters before providing ordered drugs or *appliances*

15. Before providing any drugs or ***appliances*** in accordance with paragraph 14 or 14A, or in the circumstances set out in paragraph 17:

(a) a ***dispensing doctor*** must ask any person who makes, or duly completes, a declaration, as or on behalf of the person named on the prescription form or repeatable prescription, that the patient does not have to pay the charges specified in regulation 4(1) of the ***Charges Regulations*** (supply of drugs and appliances by doctors) by virtue of either:

(i) entitlement to exemption under regulation 10(1) of the ***Charges Regulations*** (exemptions), or

(ii) entitlement to remission of charges under regulation 5 of the ***Remission of Charges Regulations*** (entitlement to full remission and payment),

to produce satisfactory evidence of such entitlement, unless the declaration is in respect of entitlement to exemption by virtue of regulation 10 of the ***Charges Regulations*** or in respect of entitlement to remission by virtue of regulation 5 of the ***Remission of Charges Regulations***, and at the time of the declaration the ***dispensing doctor*** has such evidence available to them;

(b) in any case where no satisfactory evidence, as required by sub-paragraph (a), is produced to the ***dispensing doctor***, the ***dispensing doctor*** must ensure before the drugs or ***appliances*** are provided that the person who was asked to produce that evidence is advised, in appropriate terms, that checks are routinely undertaken to ascertain entitlement to:

(i) exemption under the ***Charges Regulations***; or

(ii) remission of charges under the ***Remission of Charges Regulations***,

where such entitlement has been claimed, as part of the arrangements for preventing or detecting fraud or error in relation to such claims;

(c) if in the case of a ***non-electronic prescription form*** or ***non-electronic repeatable prescription***, no satisfactory evidence, as required by sub-paragraph (a), is produced to the ***dispensing doctor***, the ***dispensing doctor*** must endorse the form on which the declaration is made to that effect; and

(d) in the case of an ***electronic prescription***, the ***dispensing doctor*** must ensure that the following information is duly entered into the records managed by NHS England that are accessible as part of the Electronic Prescription Service (if either it is not already recorded in those records or a check, known as a real time exemption check, has not produced satisfactory evidence as mentioned in sub-paragraph (a)):

(i) in a case where the exemption from or remission of charges is claimed for all or some of the items included in the prescription, a record of:

(aa) the exemption category specified in regulation 10(1) of the ***Charges Regulations*** or the ground for remission under regulation 5 of the ***Remission of Charges Regulations*** which it is claimed applies to the case; and

(bb) whether or not satisfactory evidence was produced to the ***dispensing doctor*** as required by sub-paragraph 15(a);

(ii) in any case where a charge is due, confirmation that the relevant charge was paid; and

(iii) in the case of a prescription for or including contraceptive substances, confirmation that no charge was payable in respect of those substances.

Sub-contracting aspects of dispensing under "hub and spoke" arrangements

15ZA.

(1) For the purposes of clauses 27.1 to 27A.11 of this Agreement, core dispensing functions are clinical matters (whether or not they would be considered as such but for this sub-paragraph) and accordingly, the specific requirements in this Schedule in respect of sub-contracting those functions are in addition to the general requirements in those clauses in respect of sub-contracting them.

(2) For the purposes of this paragraph and paragraph 15ZB, "core dispensing functions" means the assembly or part-assembly of any prescription item (including bagging and the application of dispensing labels) with a view to the supply of that prescription item in accordance with a prescription, an ***SSP***, a ***LPIV***, a ***PTP*** or a ***PTPGD***.

(3) A ***dispensing doctor*** (and by extension a provider of primary medical services as mentioned in regulation 47(2)(b) of the *Pharmaceutical Regulations*) must not sub-contract the performance of any of its core dispensing functions, but this does not apply to:

(a) a contract for services between the ***dispensing doctor*** and a health care professional (for example, a locum), or a provider of locums, for performance by that professional, or by locums provided by that provider of locums, personally of core dispensing functions at the ***dispensing doctor***'s listed dispensing premises; or

(b) the performance of any of the ***dispensing doctor***'s core dispensing functions under valid hub and spoke arrangements.

(4) For the purposes of this paragraph and paragraphs 15ZB and 15ZC, "hub and spoke arrangements" are arrangements between the ***dispensing doctor*** and a retail pharmacy business:

(a) are for the purpose of the retail pharmacy business supporting the ***dispensing doctor*** with regard to the fulfilment of orders:

(i) submitted to the ***dispensing doctor*** on prescription forms or ***LPIV***s, or

(ii) for the provision of prescription items by the ***dispensing doctor*** in accordance with ***PTP***s or ***PTPGDs***; and

(b) provide for the assembly or part-assembly of those orders (including in accordance with an ***SSP***) at premises of the retail pharmacy business with a view to the supply of the prescription items at or from the listed dispensing premises of the ***dispensing doctor*** to or for the use of the patients for whom they were ordered.

(5) For the hub and spoke arrangements to be valid for the purposes of this paragraph and paragraphs 15ZB and 15ZC, any prior notification that the ***dispensing doctor*** is required to give to NHS England or an ICB before the commencement of arrangements by virtue of which the ***dispensing doctor*** sub-contracts the core dispensing functions must include the following particulars:

(a) the name, pharmacy premises address and General Pharmaceutical Council premises registration number of the retail pharmacy business;

(b) the duration of the proposed arrangements;

(c) a description of the core dispensing functions to be covered by arrangements; and

(d) a description of the manner in which the retail pharmacy business proposes to meet the ***dispensing doctor***'s obligations under the terms of service in respect of the core dispensing functions to be covered by the arrangements.

(6) For the hub and spoke arrangements to be valid for purposes of this paragraph and paragraphs 15ZB and 15ZC, if the ***dispensing doctor*** is not otherwise (apart from by virtue of this sub-paragraph) required to give prior notification to NHS England or an ICB before the commencement of the sub-contracting of clinical services such as core dispensing functions:

(a) it must give that prior notice in the case of hub and spoke arrangements, and in a manner that puts NHS England or an ICB for its location on reasonable notice of the commencement of the arrangements; and

(b) the notification that it does give must include the particulars specified in sub-paragraph (5)(a) to (d).

(7) For the hub and spoke arrangements to be valid for the purposes of this paragraph and paragraphs 15ZB and 15ZC, they must have the following features:

(a) they must provide, and ensure, that any prescription item that is assembled or part-assembled under the arrangements is supplied to or for the use of the patient for whom it is dispensed at or from the listed dispensing premises of the ***dispensing doctor*** (and so the arrangements must not allow the retail pharmacy business to fulfil the order directly);

(b) in the case of an order for a medicine on a prescription form or ***LPIV***, they must ensure that what is done, in the course of fulfilling the order, is done in a manner that ensures compliance with the requirements that are to be complied with for the supply from the retail pharmacy business to the ***dispensing doctor*** of the medicine to be treated as, or as part of, a retail sale in accordance with regulation 222A(2)(a) of the Human Medicines Regulations 2012[50] (assembly or part-assembly as part of "hub and spoke" dispensing arrangements between different businesses);

(c) in the case of orders for prescription items that are not orders for medicines on a prescription form or a ***LPIV*** ("non-regulation-222A orders"):

(i) they must relate to fulfilling both orders for medicines on prescription forms and non-regulation-222A orders, and accordingly the ***dispensing doctor*** cannot only sub-contract to the retail pharmacy business core dispensing functions in respect of non-regulation-222A orders, and

[50] Inserted by S.I. 2025/758.

(ii) they must ensure that what is done, in the course of fulfilling the non-regulation-222A order, is done in a manner that would ensure compliance with the requirements that would need to be complied with for the supply from the retail pharmacy business to the ***dispensing doctor*** of the prescription item, if it were instead of a medicine ordered on a prescription form or a ***LPIV***, to be treated as, or as part of, a retail sale in accordance with regulation 222A(2)(a) of the Human Medicines Regulations 2012;

(d) they must provide, and ensure, that the retail pharmacy business does not sub-contract any of the core dispensing functions that the retail pharmacy business performs on behalf of the ***dispensing doctor***;

(e) they must provide for the discontinuation of the arrangements, as set out in paragraph 15ZB (in addition to any patient safety or commercial grounds the ***dispensing doctor*** or the retail pharmacy business may have for discontinuing the arrangements); and

(f) they must not be or have become invalid by virtue of paragraph 15ZB.

(8) If the ***dispensing doctor*** has hub and spoke arrangements in place, the ***dispensing doctor*** must also have in place business continuity arrangements which ensure that the ***dispensing doctor*** is able to meet all the ***dispensing doctor***'s obligations to provide dispensing services in the event of any temporary or permanent discontinuation or disruption of the hub and spoke arrangements.

(9) The ***dispensing doctor*** must give notice in writing to NHS England of any:

(a) temporary discontinuation of hub and spoke arrangements that amounts to a suspension of those arrangements; or

(b) permanent discontinuation of hub and spoke arrangements,

either before that discontinuation occurs or as soon as is reasonably practicable after it occurs, unless it is in response to a notice of objection from NHS England.

Objection to and termination of hub and spoke arrangements

15ZB.

(1) NHS England may at any time request from the ***dispensing doctor*** (as defined in paragraph 15ZA(3)) information relating to hub and spoke arrangements that is relevant to the termination criteria (whether or not the arrangements have commenced), and if NHS England makes such a request, the ***dispensing doctor*** must supply the requested information to NHS England promptly.

(2) For the purposes of this paragraph, the termination criteria are:

(a) the hub and spoke arrangements do not have the features required by paragraph 15ZA(7), including where they have had them but they have lapsed;

(b) the hub and spoke arrangements have the features required by paragraph 15ZA(7) but there has been a breach of those requirements;

(c) the hub and spoke arrangements put the safety of any persons to whom the ***dispensing doctor*** provides pharmaceutical services at serious risk;

(d) the hub and spoke arrangements put NHS England at risk of material financial loss;

(e) the hub and spoke arrangements have led to the ***dispensing doctor*** repeatedly breaching the ***dispensing doctor***'s terms of service, or to the ***dispensing doctor*** breaching its terms of service in circumstances where the ***dispensing doctor*** is likely to continue to do so repeatedly;

(f) The retail pharmacy business's (as defined in paragraph 15ZA(4)) fitness to carry out core dispensing functions is impaired; or

(g) in the opinion of NHS England, there are reasonable grounds for believing one or more of the termination criteria in paragraphs (a) to (f) are established.

(3) NHS England may, after the commencement of hub and spoke arrangements, issue a notice of objection to the arrangements, based on one or more of the termination criteria, and if it does so:

(a) those arrangements become invalid on the termination date specified in the notice of objection; and

(b) The ***dispensing doctor*** must discontinue the arrangements on or by the date specified in the notice for their termination.

(4) NHS England may withdraw a notice of objection issued under sub-paragraph (3), which has the effect of the arrangements to which the notice related no longer being invalid.

(5) NHS England must, in a notice of objection, give its reasons for issuing the notice.

(6) Subject to sub-paragraph (7), before issuing a notice of objection, NHS England must make every reasonable effort to communicate and co-operate with the ***dispensing doctor*** with a view to resolving the matter without the notice being issued.

(7) Sub-paragraph (6) does not apply where NHS England is satisfied:

(a) its concerns relate to a matter that has already been the subject of dispute resolution between NHS England and the ***dispensing doctor*** and there are no new issues of substance to delay issuing the notice; or

(b) that it is appropriate to proceed immediately to issuing a notice:

(i) to protect the safety of any persons to whom the ***dispensing doctor*** may provide pharmaceutical services, or

(ii) to protect NHS England from material financial loss.

(8) After issuing a notice of objection, unless:

(a) it was delayed by virtue of sub-paragraph (6); or

(b) NHS England is satisfied its concerns related to a matter that has already been the subject of dispute resolution between NHS England and the ***dispensing doctor*** and there are no new issues of substance to be resolved,

NHS England must, where requested to do so by the ***dispensing doctor***, make every reasonable effort to communicate and co-operate with the ***dispensing doctor*** with a view to resolving the matter in a manner that may lead to the notice of objection being withdrawn.

Hub and spoke arrangements: sharing of "relevant data" between different businesses

15ZC.

(1) This paragraph applies to "relevant data", which is data that relates to a patient and which is shared for the purpose of fulfilling an order under hub and spoke arrangements (as defined in paragraph 15ZA(4)) which is a non-regulation-222A order (as defined in paragraph 15ZA(7)(c)).

(2) For the purposes of section 8(c) (lawfulness of processing: public interest etc) of, and paragraph 2(2)(a), (c) and (d) of Schedule 1 (special categories of personal data etc – health or social care purpose) to, the Data Protection Act 2018[51], sub-paragraph (3) applies to the processing of any relevant data:

(a) by the ***dispensing doctor*** or the retail pharmacy business (as defined in paragraph 15ZA(3) and (4)) which relates to a patient; and

(b) which is necessary for the purposes of:

(i) fulfilling an order of a type mentioned in paragraph 15ZA(4)(a) under valid hub and spoke arrangements, or

(ii) discharging any related professional obligations to the patient (including obligations relating to the keeping of records).

(3) That processing is:

[51] 2018 c. 12. Section 8 has been amended by the Data (Use and Access) Act 2025 (c. 18), section 70(7), and S.I. 2019/419. Paragraph 2 of Schedule 1 has been amended by S.I. 2019/419.

(a) necessary for the performance of a task carried out in the public interest; and

(b) if the data is personal data concerning health, necessary for the purposes of preventative medicine, medical diagnosis or for the provision of health care or treatment.

(4) Any person (X) who:

(a) is employed or engaged by the ***dispensing doctor*** or the retail pharmacy business; and

(b) in the course of being so employed or engaged is required to undertake the processing of data described in sub-paragraph (2),

owes a duty of confidentiality in respect of that data (whether or not they would do so but for this sub-paragraph).

(5) The duty under paragraph (4):

(a) is a duty of confidentiality which, if not owed by a health care professional, is owed under an enactment or rule of law for the purposes of section 11(1)(b) of the Data Protection Act 2018[52] (special categories of personal data etc: supplementary); and

(b) is such that, if the processing is necessary for the purposes described in sub-paragraph (2)(b), X is able, lawfully, to process that data by virtue of this paragraph.

(6) For the purposes of sub-paragraph (2)(b)(ii), a professional obligation to a patient is to be regarded as such notwithstanding that discharging the obligation may:

(a) also be an obligation that arises in some other way (for example, arising from a duty of care); or

(b) be done by a person who is not a health care professional.

(7) Sub-paragraphs (2) and (3) do not apply where, in reliance or purported reliance on valid hub and spoke arrangements, a person processes any data which relates to a patient but, in the course of the doing of anything

[52] Section 11 has been amended by S.I. 2019/419

that relates to the fulfilling of the order to which that data relates, there is a breach of:

(a) the requirements to be fulfilled if what is done is to be treated as part of valid hub and spoke arrangements; or

(b) a duty of confidentiality owed in respect of the data by a health care professional or under an enactment or rule of law as mentioned in sub-paragraph (5)(a).

(8) Words and expressions used in both:

(a) sub-paragraphs (1) to (7); and

(b) Parts 1 and 2 (preliminary and general processing) of, and paragraphs 2(2)(a), (c) and (d) of Schedule 1 to, the Data Protection Act 2018,

bear the meanings they bear in those provisions of the Data Protection Act 2018.

16. Not used.

16A. For the purposes of paragraph 15, satisfactory evidence includes evidence derived from a check, known as a real time exemption check, of electronic records that are managed by ***NHS BSA*** for the purposes (amongst other purposes) of providing advice, assistance and support to patients or their representatives in respect of whether a charge is payable under the Charges Regulations.

16B. If the ***dispensing doctor*** dispenses an electronic prescription, the ***dispensing doctor*** must send the form duly completed by or on behalf of the patient, if one is required under regulations 4(2)(b) or (3A) of the Charges Regulations in respect of that electronic prescription (which may be the associated EPS token), to the ***NHS BSA***.

Checks and records in the case of supply in accordance with a *SSP*

16C. In a case involving providing drugs or ***appliances*** in accordance with paragraph 14A, the references in paragraph 15 to a ***prescription form*** or ***repeatable prescription*** are to be construed as references to the

prescription for product reimbursement purposes, as mentioned in paragraph 14A(b)(ii).

Provision of *Scheduled drugs*

17. The ***dispensing doctor*** must only provide for a patient any ***Scheduled drug*** if:

    (a) it is ordered as specified in paragraph 18 or 20; or

    (b) in the case of a drug specified in Schedule 2 to the ***Prescription of Drugs Regulations*** (drugs, medicines and other substances that may be ordered only in certain circumstances), it is ordered in the circumstances prescribed in that Schedule.

18. A ***Scheduled drug*** that is a drug with an appropriate ***non-propriety name*** may be provided in response to an order on a ***prescription form*** or ***repeatable prescription*** for a drug ("the prescribed drug") that is not a ***Scheduled drug*** but which has the same ***non-proprietary name*** as the ***Scheduled drug*** if:

    (a) the prescribed drug is ordered by that ***non-proprietary name*** or by its formula; and

    (b) the prescribed drug has the same specification as the ***Scheduled drug*** (so the ***Scheduled drug*** may be dispensed generically).

19. If a ***Scheduled drug*** is a combination of more than one drug, it can only be ordered as specified in paragraph 18 if the combination has an appropriate ***non-proprietary name***, whether or not the drugs in the combination each have such names.

20. Nothing in paragraphs 5 to 19 and paragraphs 21 to 31 prevents the ***dispensing doctor*** from providing, otherwise than under pharmaceutical services, a ***Scheduled drug*** or a ***restricted availability appliance*** for a patient.

Refusal to provide drugs or *appliances* ordered

21. The ***dispensing doctor*** may refuse to provide the drugs or ***appliances*** ordered on a ***prescription form*** or ***repeatable prescription*** where:

(a) the ***dispensing doctor*** reasonably believes that it is not a genuine order or valid request for the person named on the ***prescription form*** or the ***repeatable prescription*** (for example because the ***dispensing doctor*** reasonably believes it has been stolen or forged);

(b) it appears to the ***dispensing doctor*** that there is an error on the ***prescription form*** or on the ***repeatable prescription*** or, in the case of a ***non-electronic repeatable prescription***, its associated ***batch issue*** (including a clinical error made by the ***prescriber***) or that, in the circumstances, providing the drugs or ***appliances*** would be contrary to the ***dispensing doctor's*** clinical judgement; or

(c) where the ***prescription form*** or ***repeatable prescription*** is incomplete because it does not include the information relating to the identification of the ***prescriber*** that NHS England (or the person exercising its functions) requires in order to perform its functions relating to:

(i) the remuneration of persons providing pharmaceutical services, and

(ii) any apportionment of, or any arrangements for recharging in respect of, that remuneration,

unless the ***dispensing doctor*** (or the person who employs or engages the ***dispensing doctor***) is to receive no pharmaceutical remuneration of any kind in respect of the drug or ***appliance***.

21A. The ***dispensing doctor*** may refuse to provide a drug or appliance ordered on an electronic prescription if the access that the ***dispensing doctor*** has to the Electronic Prescription Service is not such as to enable the ***dispensing doctor*** to dispense that prescription promptly (or at all).

22. The ***dispensing doctor*** must refuse to provide drugs or ***appliances*** ordered on a ***repeatable prescription*** where:

(a) the ***dispensing doctor*** has no record of that prescription;

(b) the ***dispensing doctor*** does not, in the case of a ***non-electronic repeatable prescription***, have any associated ***batch issue*** and it is not presented to the ***dispensing doctor***;

(c) it is not signed by a ***prescriber***;

(d) to do so would not be in accordance with any intervals specified in the prescription;

(e) it would be the first time a drug or appliance had been provided pursuant to the prescription and the prescription was signed (whether electronically or otherwise) more than 6 months previously;

(f) the ***repeatable prescription*** was signed (whether electronically or otherwise) more than one year previously;

(g) the expiry date on the ***repeatable prescription*** has passed; or

(h) the ***dispensing doctor*** has been informed by the ***prescriber*** that the prescription is no longer required.

23. Where a patient requests the supply of drugs or ***appliances*** ordered on a ***repeatable prescription*** (other than on the first occasion that the patient makes such a request), the ***dispensing doctor*** must only provide the drugs or ***appliances*** ordered if the ***dispensing doctor*** is satisfied that the patient to whom the prescription relates:

(a) is taking or using, and is likely to continue to take or use, the drug or ***appliance*** appropriately; and

(b) is not suffering from any side effects of the treatment which indicates the need or desirability of reviewing the patient's treatment,

and that the conditions in paragraph 24 are also satisfied.

24. The conditions referred to in paragraph 23 with which the dispensing doctor must be satisfied are:

(a) that the medication regimen of the patient to whom the prescription relates has not altered in a way which indicates the need or desirability of reviewing the patient's treatment; and

(b) there have been no changes to the health of the patient to whom the prescription relates which indicate the need or desirability of reviewing the patient's treatment.

24A. The ***dispensing doctor*** must refuse to provide a drug or ***appliance*** ordered on a ***prescription form*** or a ***repeatable prescription*** where:

(a) a ***SSP*** has effect in respect of:

(i) the requested drug or ***appliance***; or

(ii) drugs or ***appliances*** of a specified description, and the requested drug or ***appliance*** is of that description; and

(b) alternative provision has already taken place in accordance with the ***SSP***.

24B. The ***dispensing doctor*** may refuse to fulfil an order or a request for a drug that is or is purportedly in accordance with a ***LPIV***, a ***PTP*** or a ***PTPGD*** where:

(a) The ***dispensing doctor*** reasonably believes it is not a genuine order for the person who requests, or on whose behalf is requested, the provision of the drug;

(b) providing it would be contrary to the ***dispensing doctor's*** clinical judgement;

(c) the ***dispensing doctor*** or other persons are subjected to or threatened with violence by the person who requests the provision of the drug, or by any person accompanying that person; or

(d) the person who requests the provision of the drug, or any person accompanying that person, commits or threatens to commit a criminal offence.

24C. The ***dispensing doctor*** must refuse to provide, pursuant to a ***LPIV***, a ***PTP*** or a ***PTPGD***, an order or a request for a drug that is or is purportedly in accordance with the ***LPIV***, the ***PTP*** or ***PTPGD*** where the ***dispensing doctor*** is not satisfied that it is in accordance with the ***LPIV***, the ***PTP*** or ***PTPGD***.

24D. The ***dispensing doctor*** may refuse to provide a prescription item ordered on a ***prescription form*** or ***repeatable prescription*** where:

(a) more than one prescription item has been ordered on the ***prescription form*** or ***repeatable prescription***;

(b) at least one of those prescription items is a ***listed HRT prescription item*** and at least one of those prescription items is not; and

(c) the person named on the ***prescription form*** or ***repeatable prescription*** is claiming entitlement to exemption under regulation 10(1)(j) of the Charges Regulations (exemptions) in respect of any of those prescription items which is a ***listed HRT prescription item***.

For the purposes of this paragraph, "listed HRT prescription item" is to be construed in accordance with regulation 17A(1)(a) of the National Health Service (Charges for Drugs and Appliances) Regulations 2015, read with regulation 17A(7) of those Regulations.

Dispensing doctors* issuing *prescription forms* which may be presented to an *NHS chemist

25. Notwithstanding the existence of arrangements under which the ***dispensing doctor*** is to provide pharmaceutical services to a patient, if the ***dispensing doctor*** determines that the patient requires a drug or ***appliance*** that is available on prescription at or from an ***NHS chemist***:

(a) the ***dispensing doctor*** may with the agreement of the patient issue; or

(b) if the patient so requests, the ***dispensing doctor*** must not unreasonably refrain from issuing,

a ***prescription form*** that the patient may present to any ***NHS chemist*** instead of the ***dispensing doctor*** supplying that drug or ***appliance*** to the patient.

Home delivery service while a disease is or in anticipation of a disease being imminently pandemic etc.

25A. (a) Before dispensing any item on a ***prescription form*** or supplying it in accordance with a ***SSP***, the ***dispensing doctor*** must provide a home delivery option to eligible patients in respect of the item where, as a consequence of a disease being or in anticipation of a disease being imminently:

(i) pandemic; and

(ii) a serious risk or potentially a serious risk to human health;

NHS England with the agreement of the Secretary of State has made an announcement to the effect that, in order to assist in the management of the serious risk or potentially serious risk to human health, eligible patients are advised to stay away from listed dispensing premises in the area specified, in the circumstances specified and for the duration of the period specified in the announcement.

(b) If the ***dispensing doctor's*** listed dispensing premises are in the area specified in the announcement, during the period when, in the circumstances specified in the announcement, eligible patients need to stay away from the ***dispensing doctor's*** premises, the ***dispensing doctor*** must ascertain from:

(i) an eligible patient:

(aa) who has contacted the ***dispensing doctor*** about the home delivery of prescription items; or

(bb) who is a person whom the ***dispensing doctor*** considered, on the basis of the nature of an item on a ***prescription form***, might be an eligible person and accordingly, in the ordinary exercise of professional skill and judgement, made the appropriate checks and determined that they were; or

(ii) a person who may make an application for pharmaceutical services on behalf of that eligible patient (a "duly authorised person") who has contacted the ***dispensing doctor*** about the home delivery of prescription items;

whether or not the item could be supplied by a duly authorised person, and if it could, then supplying the item via a duly authorised person is the home delivery option which the ***dispensing doctor*** must provide.

(c) Where paragraph (b) does not apply, if the ***dispensing doctor's*** listed dispensing premises are in the area specified in the announcement, during the period when, in the circumstances specified in the announcement, eligible patients need to stay away from ***dispensing doctor's*** premises, the home delivery option that P must provide must comprise:

(i) the ***dispensing doctor*** delivering the item to the eligible patient's home or to an alternative address agreed with the patient or a duly authorised person (for example, a care home where the patient is temporarily residing);

(ii) the ***dispensing doctor*** arranging for an item dispensed by the ***dispensing doctor*** to be delivered by another ***dispensing doctor***, or by an ***NHS pharmacist*** or an ***LPS contractor***, to the eligible patient's home or to an alternative address agreed with the patient or a duly authorised person; or

(iii) if the ***dispensing doctor*** is unable to deliver the item or arrange for its delivery by another ***dispensing doctor***, or by an ***NHS pharmacist*** or by an ***LPS contractor***, the ***dispensing doctor*** arranging for the dispensing or supply of the item by another ***dispensing doctor***, or by an ***NHS pharmacist*** or an ***LPS contractor***, who would be able to deliver the dispensed item to the eligible patient's home or to an alternative address agreed with the patient or a duly authorised person.

(d) Paragraph (a) does not apply where the eligible patient or a duly authorised person is already at the ***dispensing doctor's*** listed dispensing premises for the purposes of receiving dispensing services.

(e) Notwithstanding the foregoing provisions of this Schedule, in any case of a supply in accordance with a home delivery option, if but for this sub-paragraph that supply would need to be made with reasonable promptness, the ***dispensing doctor*** may instead, in the exercise of professional skill and judgment, make the supply within a reasonable timescale.

(f) For the purposes of paragraphs 25A and 25AA, an "LPS contractor" means a person who is an ***LPS chemist*** by virtue of being a party to an ***LPS scheme*** which is not an ***LPS pilot scheme***.

Home delivery of notified items while a disease is or in anticipation of a disease being imminently pandemic etc.

25AA (a) Before dispensing a notified item on a ***prescription form*** or supplying it in accordance with an ***SSP***, a ***PTP*** or a ***PTPGD***, the ***dispensing doctor*** must provide a home delivery option to eligible patients in respect of that item.

(b) For the purposes of this paragraph, a "notified item" is an item that, as a consequence of a disease being or in anticipation of a disease being imminently:

(i) pandemic; and

(ii) a serious risk or potentially a serious risk to human health,

is the subject of an announcement made by NHE England, with the agreement of the Secretary of State, to the effect that, in order to assist in the management of the serious risk or potentially serious risk to human health, eligible patients are entitled to be provided with a home delivery option in respect of that item, if it is supplied to them as part of pharmaceutical services.

(c) Where the ***dispensing doctor*** is to, or may be required to, dispense a notified item on a ***prescription form*** or supply it in accordance with an ***SSP***, a ***PTP*** or a ***PTPGD***, the ***dispensing doctor*** must ascertain from:

(i) an eligible patient:

(aa) who has contacted the ***dispensing doctor*** about the home delivery of a notified item, or

(bb) who is a person whom the ***dispensing doctor*** considered, on the basis of an order or request for a notifiable item, might be an eligible person and accordingly, in the ordinary exercise of professional skill and judgement, made the appropriate checks and determined that they were; or

(ii) a person who may make an application for pharmaceutical services on behalf of that eligible patient (a "duly authorised person") who has contacted the ***dispensing doctor*** about the home delivery of a notified item, whether or not the item could be supplied via a duly authorised person, and if it could, then supplying the item via a duly authorised person is the home delivery option which the ***dispensing doctor*** must provide.

(d) Where paragraph (c) does not apply, the home delivery option that the ***dispensing doctor*** must provide must comprise:

(i) the ***dispensing doctor*** delivering the item to the eligible patient's home or to an alternative address agreed with the patient or a duly authorised person (for example, a care home where the patient is temporarily residing);

(ii) the ***dispensing doctor*** arranging for an item dispensed by the ***dispensing doctor*** to be delivered by another ***dispensing doctor***, or by an ***NHS pharmacist*** or an ***LPS contractor***, to the eligible patient's home or to an alternative address agreed with the patient or a duly authorised person; or

(iii) if the ***dispensing doctor*** is unable to deliver the item or arrange for its delivery by another dispensing doctor, or by an ***NHS pharmacist*** or an ***LPS contractor***, the ***dispensing doctor*** arranging for the dispensing or supply of the item by another ***dispensing doctor***, or by an ***NHS pharmacist*** or an ***LPS contractor***, who would be able to deliver the item to the eligible patient's home or to an alternative address agreed with the patient or a duly authorised person.

(e) Paragraph (a) does not apply where the eligible patient or a duly authorised person is already at the ***dispensing doctor's*** listed dispensing premises for the purposes of being supplied with the notifiable item.

(f) Notwithstanding the foregoing provisions of this Schedule, in any case of a supply in accordance with a home delivery option, if but for this sub-paragraph that supply would need to be made with reasonable promptness, the ***dispensing doctor*** may instead, in the exercise of professional skill and judgment, make the supply within a reasonable timescale.

Complaints procedures

26. The complaints procedure established in accordance with Part 24 is also to apply in relation to a complaint about any matter reasonably connected with the provision of pharmaceutical services by the Contractor or individual.

Inspections and access to information

27. In addition to the requirements relating to inspections and access to information in Part 16, the ***dispensing doctor*** must allow persons authorised in Writing by NHS England to enter and inspect any premises the ***dispensing doctor*** uses for the provision of pharmaceutical services at any reasonable time, for the purposes of:

(a) ascertaining whether or not the ***dispensing doctor*** is complying with the requirements of paragraphs 5 to 31;

(b) auditing, monitoring and analysing:

(i) the provision made by the ***dispensing doctor***, in the course of providing pharmaceutical services, for patient care and treatment; and

(ii) the management by the ***dispensing doctor*** of the pharmaceutical services the ***dispensing doctor*** provides,

where the conditions in paragraph 28 are satisfied.

28. The conditions referred to in paragraph 27 are that:

(a) reasonable notice of the intended entry has been given;

(b) the Local Medical Committee for the area where the premises are situated have been invited to be present at the inspection, where this is requested by the ***dispensing doctor****;*

(c) the person authorised in Writing carries written evidence of their authorisation, which they must produce on request; and

(d) the person authorised in Writing does not enter any part of the premises used solely as residential accommodation without the consent of the resident.

29. The ***dispensing doctor*** must, at the request of NHS England or the person authorised in Writing, allow NHS England or that authorised person access to any information which either reasonably requires:

(a) for the purposes mentioned in paragraph 27; or

(b) in the case of NHS England, in connection with its functions that relate to pharmaceutical services.

Voluntary closure of premises

30. Where the ***dispensing doctor*** wishes:

(a) to withdraw from a ***dispensing doctor list***; or

(b) except in the circumstances described in paragraph 31, for particular listed dispensing premises no longer to be listed in relation to the ***dispensing doctor***,

the ***dispensing doctor*** must notify NHS England of that wish at least 3 months in advance of the date on which pharmaceutical services are no longer to be provided, unless it is impracticable for the ***dispensing doctor*** to do so, in which case the ***dispensing doctor*** must notify NHS England as soon as it is practicable.

31. If particular listed dispensing premises no longer need to be listed in relation to the ***dispensing doctor*** as a consequence of a relocation application under regulation 55 of the Pharmaceutical Regulations, before the date on

which the ***dispensing doctor*** commences the provision of pharmaceutical services at or from the new premises, the ***dispensing doctor*** must give notice to NHS England of when, before that date, the ***dispensing doctor*** is to cease to provide pharmaceutical services at or from the existing premises.

SCHEDULE 15
Suspension and reactivation of this Agreement

1. Interpretation

In this Schedule:

"Integrated Care Provider" means a person, other than a person specified in paragraph 3(3), who is party to an Integrated Care Provider Contract;

"Integrated Care Provider Contract" has the meaning given in paragraph 3.

2. Right to suspend this Agreement

(1) Where the Contractor wishes to perform or provide Primary Medical Services under an Integrated Care Provider Contract, the Contractor must give notice in Writing to the Commissioner of that intention in accordance with paragraph 4 and the Commissioner must agree to suspend the operation of this Agreement in accordance with the requirements of, and subject to the conditions set out in, this Schedule.

(2) The Commissioner must not suspend this Agreement until:

(a) the Contractor has informed the Commissioner of the date on which the Contractor intends to begin performing or, as the case may be, providing Primary Medical Services under an Integrated Care Provider Contract; and

(b) the Commissioner has given notice in Writing to each person on the Contractor's list of Registered Patients that:

(i) the Contractor intends to perform or, as the case may be, provide Primary Medical Services under an Integrated Care Provider Contract with effect from that date; and

(ii) the person will be transferred on to the list of registered service users of the Integrated Care Provider on that date unless the person decides to register with another provider of Primary Medical Services before that date.

(3) Where the Commissioner suspends the operation of this Agreement, the Contractor is released from any obligation to provide Primary Medical Services under this Agreement to the Contractor's list of Registered Patients from the date on which that suspension takes effect.

3. Integrated Care Provider Contracts

(1) For the purposes of this Schedule, an "Integrated Care Provider Contract" is a contract entered into on or after 1st April 2019 which satisfies the following sub-paragraphs.

(2) An Integrated Care Provider Contract must be between:

(a) one or more of the persons specified in sub-paragraph (3); and

(b) a person who is a provider of services specified in sub-paragraph (5).

(3) The persons specified in this sub-paragraph are:

(a) NHS England;

(b) one or more Integrated Care Boards; or

(c) one or more local authorities in England.

(4) An Integrated Care Provider Contract must:

(a) relate to the provision of two or more of the services specified in sub-paragraph (5); and

(b) not be a contract to which sub-paragraph (6) applies.

(5) The services specified in this sub-paragraph are:

(a) Primary Medical Services;

(b) Secondary Care Services;

(c) Public Health Services; and

(d) Adult Social Care Services,

and include such services where they are provided under arrangements entered into by an NHS body or a local authority in England by virtue of section 75 of the 2006 Act.

(6) This sub-paragraph applies to a contract for the provision of Primary Medical Services to which directions given by The Secretary Of State under section 98A of the 2006 Act relating to the provision of alternative provider medical services under section 83(2) of the 2006 Act apply.

(7) In this paragraph:

"Adult Social Care Services" means services provided pursuant to the exercise of the adult social services functions of a local authority in England;

"Adult Social Services Functions" means social services functions within the meaning of section 1A of the Local Authority and Social Services Act 1970 so

far as relating to persons aged 18 or over, excluding any function to which Chapter 4 of Part 8 of the Education and Inspections Act 2006 applies;

"Primary Medical Services" means services which NHS England considers it appropriate to secure the provision of under section 83(2) of the 2006 Act;

"Public Health Functions" means:

(a) the public health functions of The Secretary Of State under the following provisions of the 2006 Act:

(i) section 2A;

(ii) section 2B;

(iii) paragraphs 8 and 12 of Schedule 1;

(b) the public health functions of a local authority in England under the following provisions of the 2006 Act, and any regulations made under these provisions:

(i) section 2B;

(ii) section 111; or

(iii) paragraphs 1 to 7B or 13 of Schedule 1;

(c) the public health functions of the Secretary Of State that a local authority in England is required to exercise by virtue of regulations made under section 6C(1) of The 2006 Act; or

(d) the public health functions of the Secretary of State where they are exercised by NHS England, an Integrated Care Board or a local authority in England where those bodies are acting pursuant to arrangements made under section 7A or 7B of the 2006 Act;

"Public Health Services" are services which are provided pursuant to the exercise of Public Health Functions;

"Secondary Care Services" means:

(a) such services, accommodation or facilities as an Integrated Care Board considers it appropriate to make arrangements for the provision of under or by virtue of section 3 or 3A of the 2006 Act; or

(b) such services or facilities as NHS England is required by the Secretary Of State to arrange by virtue of regulations made under section 3B of The 2006 Act.

(8) For the purposes of this paragraph, any of the following is a local authority in England:

(a) a county council;

(b) a county borough council;

(c) a district council;

(d) a London borough council;

(e) the Common Council of the City of London;

(f) the Council of the Isles of Scilly.

4. Notice of intention to suspend this Agreement

A notice under paragraph 2(1) must:

(a) state that the Contractor wishes to suspend this Agreement and specify the date on which the Contractor would like the proposed suspension to take effect which must be a date which:

(i) falls at least one month after the date on which the notice was given, and

(ii) immediately precedes the date on which the Contractor intends to begin performing or, as the case may be, providing Primary Medical Services under the relevant Integrated Care Provider Contract;

(b) give the name of each person who is a party to this Agreement who intends to perform or, as the case may be, provide Primary Medical Services under an Integrated Care Provider Contract; and

(c) confirm that the Contractor has agreed, as appropriate, to the suspension of this Agreement.

5. Suspension of this Agreement: general

(1) Subject to sub-paragraph (2), the suspension of this Agreement is effective for a minimum period of two years beginning with the date on which that suspension takes effect which must be:

(a) the date specified in the notice given under paragraph 2(1); or

(b) such later date as the Commissioner may approve in the circumstances of a particular case.

(2) The suspension of this Agreement is effective for a period of less than two years beginning with the date on which that suspension takes effect under sub-paragraph (1) only in a case where the relevant Integrated Care Provider Contract terminates or expires or is varied as described in paragraph 9(1) before the end of that period.

(3) Where the Commissioner suspends this Agreement, the Contractor may not receive payments from the Commissioner in respect of any period during which this Agreement is suspended.

(4) The Commissioner must, before the end of the period of:

(a) three months beginning with the date on which the suspension of this Agreement takes effect; or

(b) such longer period as may be agreed between the Commissioner and the Contractor in the circumstances of a particular case,

pay the Contractor any outstanding payments owed to the Contractor in respect of the provision of Primary Medical Services by the Contractor under this Agreement in accordance with the payment terms of this Agreement.

(5) The Contractor may not exercise its right to a general medical services contract which exists under regulation 32 of the 2015 Regulations in relation to this Agreement during any period in respect of which this Agreement is suspended.

6. Notice of intention to reactivate this Agreement

(1) A notice under paragraph 7(1) must be given to the Commissioner by the Contractor at least six months before the date on which the proposed reactivation of this Agreement is to take effect.

(2) A notice under paragraph 7(1) must:

(a) state that the Contractor wishes to reactivate this Agreement and specify the date on which the Contractor would like the proposed reactivation to take effect which must be a date which:

(i) falls at least six months after the date on which the notice was given, and

(ii) immediately follows the date on which the Contractor intends to cease performing, or as the case may be, providing Primary Medical Services under the relevant Integrated Care Provider Contract;

(b) give the name of each person who is a party to this Agreement who intends to resume the provision of Primary Medical Services under this Agreement;

(c) confirm that the Contractor has agreed, as appropriate, to the reactivation of this Agreement; and

(d) if the Contractor wishes to reactivate this Agreement as a general medical services contract, state that this is the case and confirm that the parties to this Agreement have agreed, as appropriate, to the reactivation of this Agreement as a general medical services contract.

7. Right to reactivate this Agreement

(1) The Commissioner must reactivate this Agreement under this paragraph where the Contractor has given notice in Writing to the Commissioner in accordance with paragraph 6 of the intention to reactivate this Agreement in accordance with the requirements of, and subject to the conditions set out in, this Schedule.

(2) The Commissioner must only reactivate a contract under this paragraph with effect from:

(a) the date which falls on the second anniversary of the date on which the suspension of that Contract took effect; or

(b) subsequently, on a date which falls every two years after the date specified in paragraph (a) during the duration of the Integrated Care Provider Contract.

(3) Where this Agreement is of time limited duration, the Commissioner must not reactivate this Agreement where it is to cease to have effect on a date which falls earlier than any of the dates specified in sub-paragraph (2)(a) or (b).

(4) Subject to paragraph 8(7), the Commissioner may reactivate this Agreement as a general medical services contract where, in respect of this Agreement, the right to a general medical services contract under regulation 32 of the 2015 Regulations exists.

8. Reactivation of this Agreement: general

(1) The reactivation of this Agreement is effective on the date which falls immediately after the date on which the Contractor ceases performing or, as the case may be, Providing Primary Medical Services under an Integrated Care Provider Contract which must be:

(a) the date specified in the notice given under paragraph 7(1); or

(b) such later date as the Commissioner may approve in the circumstances of a particular case.

(2) The Commissioner must not reactivate a contract unless the conditions specified in sub-paragraph (3) are met.

(3) The conditions specified in this sub-paragraph are that:

(a) the Contractor remains eligible to hold this Agreement in accordance with the conditions set out in regulation 5 of the 2015 Regulations at the date on which the reactivation of this Agreement is to take effect; and

(b) the Commissioner is satisfied that, during the period in which this Agreement was suspended, the Contractor has not acted or failed to act in a manner that gives rise to the Commissioner's right to terminate this Agreement under any of the provisions of Clauses 56 to 68 of this Agreement.

(4) Where the reactivation of this Agreement is intended to take effect on the second anniversary of the date on which the suspension of this Agreement took effect, the Commissioner must notify in Writing each person who resides in the Contractor's former Practice Area and who was on the list of registered service users of the Integrated Care Provider that:

(a) the Contractor intends to resume the provision of Primary Medical Services under this Agreement in respect of people who reside in the Contractor's former Practice Area from the date specified in the notice; and

(b) if the person was on the Contractor's list of Registered Patients immediately prior to the date on which the suspension of this Agreement took effect, the person will transfer onto the Contractor's list of Registered Patients from the date specified in the notice unless the person decides to remain

registered with the Integrated Care Provider or registers with another provider of Primary Medical Services before that date.

(5) Where the reactivation of this Agreement is intended to take effect after the second anniversary of the date on which the suspension of that contract took effect, the Commissioner must notify in Writing each person who resides in the Contractor's former practice area and who was on the list of registered service users of the Integrated Care Provider that:

(a) the Contractor intends to resume the provision of Primary Medical Services under this Agreement in respect of people who reside in the Contractor's former Practice Area from the date specified in the notice; and

(b) the person will remain on the list of registered service users of the Integrated Care Provider from the date specified in the notice unless the person decides to register with the Contractor or with another provider of Primary Medical Services before that date.

(6) Where this Agreement is reactivated by the Commissioner, the terms of this Agreement which are to apply are those terms which are effective at the date on which the reactivation takes effect subject to any variation of those terms which may be agreed between the Contractor and the Commissioner, including in respect of the right to a general medical services contract under regulation 32 of the 2015 Regulations.

(7) The Commissioner must not reactivate this Agreement as a general medical services contract unless:

(a) the parties to this Agreement have agreed, as appropriate, to the reactivation of this Agreement as a general medical services contract; and

(b) the Commissioner is satisfied that:

(i) during the period in which this agreement was suspended, the Contractor has not acted or failed to act in a manner that gives rise to the Commissioner's right to terminate this Agreement under any of the provisions of clauses 56 to 68 of this Agreement; and

(ii) the parties to this Agreement are eligible to hold a general medical services contract in accordance with the conditions set out in regulations 5 and 6 of the General Medical Services Contracts Regulations at the date on which the reactivation of this Agreement as a general medical services contract is to take effect.

9. Termination, expiry or variation of an Integrated Care Provider Contract

(1) Where, at any time, an Integrated Care Provider Contract terminates or expires or is varied so that it no longer requires the Integrated Care Provider to provide Primary Medical Services to people who reside in the Contractor's former Practice Area:

(a) the Commissioner must, subject to the conditions specified in paragraph 8(3), reactivate this Agreement with effect from the date which falls immediately after the date on which the Integrated Care Provider Contract terminated or, as the case may be, expired or was varied; and

(b) the Contractor must, with effect from that date, resume the provision of Primary Medical Services under this Agreement to people who reside in the Contractor's former Practice Area.

(2) Where an Integrated Care Provider Contract terminates or expires or is varied as described in sub-paragraph (1), the Commissioner must notify in Writing each person who resides in the Contractor's former Practice Area and who was on the list of registered service users of the Integrated Care Provider immediately before the

date on which the Integrated Care Provider Contract terminated or, as the case may be, expired or was varied that:

(a) the Contractor has resumed providing Primary Medical Services under this Agreement from a specified date in respect of people who reside in the Contractor's former Practice Area; and

(b) the person will transfer onto the Contractor's list of Registered Patients from the date specified unless the person decides to register with another provider of Primary Medical Services before that date.